



September 14, 2022

**REQUEST FOR PROPOSAL  
RP035-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for **On-Demand Printing Services on an Annual Contract with Four (4) Options to Renew** for the Communications Department.

**Proposals should 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 October 19, 2022**, at the Gwinnett County Department of Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00pm. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A **pre-proposal conference** is scheduled for **10:00 AM on September 22, 2022**, at the Gwinnett County Purchasing Office, above address. All service providers are urged to attend.

**Questions** regarding proposals should be directed to Lindsey Gravitt, Purchasing Associate II, at [lindsey.gravitt@gwinnettcounty.com](mailto:lindsey.gravitt@gwinnettcounty.com) or by calling 770.822.7833, no later than **3:00 PM, September 29, 2022**.

Proposals are legal and binding upon the bidder when submitted. One (1) unbound original (clearly marked as "original"), five (5) bound copies, and one digital copy (flash drive) should be submitted. The fee schedule is to be submitted in a separate sealed envelope and should not be included in the copies mentioned above.

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

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

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

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

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://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.

Lindsey Gravitt  
Purchasing Associate II

The following pages should be included as your proposal:

- Firm Information, Page 9
- References: Page 13
- Contractor affidavit: Page 14
- Ethics Affidavit: Page 15

## I. SCOPE OF WORK

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for cost-effective and quality On-Demand Printing Services on an Annual Contract with Four (4) Options to Renew for the Gwinnett County Communications Department. This contract will be awarded to the highest scoring service provider(s). It is our intent to award to multiple service providers.

After the award is made, specialty job specifications (not included as part of this document) will be sent to the awarded firms(s) that will then submit quotes on a per job basis; a 24-hour turnaround is required for all quotes requested. All jobs will be submitted by the Communications Department for various departments located countywide. Free On Board (FOB) destinations and inside delivery shall be part of the quote submission, and individual addresses will be provided with each request for quote. Each job will be quoted individually and will be awarded to the service provider that can meet the due date and material requirements at the lowest cost to the County. Please note that the County is tax exempt and all quotes and billable(s) should reflect this exemption status.

This contract is not all inclusive of Gwinnett County's printing needs. The County reserves the right to issue separate Bids/RFPs/Quotes for printing services outside of the scope of this contract, or for specialty printing, or for other printing needs as deemed necessary by the County.

## II. GENERAL REQUIREMENTS / INFORMATION

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

### **Key Contact Persons:**

If you require additional information concerning the proposal, make your inquiries to the following person.

Lindsey Gravitt  
Gwinnett County Purchasing Division  
75 Langley Drive  
Lawrenceville, GA 30046  
Phone: 770.822.7833  
Email: [lindsey.gravitt@gwinnettcountry.com](mailto:lindsey.gravitt@gwinnettcountry.com)

### **RFP Addenda**

If required, one or more numbered addenda may be issued to all firms receiving this solicitation. All addenda should be acknowledged on the Firm Information Page. Failure to acknowledge the addenda does not relieve the service provider from the responsibility of the information contained therein.

Although the Purchasing Associate will make every effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal.

## III. PROPOSAL SUBMITTAL

**One (1) unbound original (designated as the original), five (5) bound copies and one (1) digital copy of your proposal should be submitted.** All copies of the proposal should be identical. The full cost of the proposal

preparation is to be borne by the proposing firm. Proposals should be signed in ink by a company official who has authorization to commit company resources.

Proposals shall be enclosed in a sealed package with the name and address of the proposer, the date of opening, and the request for proposal number on the face of the package. Electronic or faxed proposals will not be considered.

Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored. 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.

#### IV. EVALUATION CRITERIA

Please submit requested items and/or answers as described below to be considered as part of the proposal evaluation.

##### A. Company profile should include the following information

1. What is your company's background?
2. How many years have you been in business?
3. What are your company's relevant qualifications?
4. Describe your firm's experience.
5. Describe your staff's experience and provide average years of experience for equipment operators, graphic designers, and account management staff.
6. List relevant training/certifications for equipment operators, graphic designers, and account management staff.
7. Describe the level of knowledge your company's graphics staff members have about pre-press.
8. List the software programs used by your graphics staff.
9. Describe your ability to timely serve the needs of Gwinnett County offices located throughout Gwinnett County. See **Attachment B** for a partial list of delivery locations.
10. Describe the equipment operated by your business, such as digital presses, offset presses, bindery equipment, large format printing (giclee, flatbed, latex, solvent), mailing equipment, etc.
11. Describe your print quality control process.
12. Do you have a disaster recovery or continuity of business plan? If so, provide a copy with your proposal.
13. Provide the name, email and telephone number of the representative who would be responsible for handling Gwinnett County's account; explain how he or she can be reached in an emergency.
14. Provide name(s) and telephone number(s) of the senior manager(s) who would be responsible for Gwinnett County's account.
15. Services – use **Attachment A – Service Capabilities** to provide requested information.

##### B. References of Similar Projects

Use the enclosed reference sheet to list references for whom you have performed projects of similar scope and size. Please verify that the contact information you provide is correct (especially the phone number and email).

##### C. Work samples

Submit **one (1)** folder containing the two best samples of printing projects completed for the companies listed on your reference sheet, including but not limited to:

- Full color stationery letterhead
- Color glossy brochure with photo

- Black and white brochure with photo
- Flyer
- Envelope
- Program
- Any other items that show the quality of your work

**This sample folder should be included with your proposal document package** (with original, copies and electronic submittal).

**D. Required Forms**

- Contractor Affidavit and Agreement (signed and notarized)
- Code of Ethics Affidavit (signed and notarized)
- Reference Sheet
- Proposal Acknowledgement Form

**V. EVALUATION PROCEDURE**

Proposals will be evaluated based on their relative responsiveness to the criteria described below and in Section IV "Evaluation Criteria" with those criteria's values weighted as shown (**MAXIMUM 110 POINTS**):

<b>Evaluation Categories</b>	<b>Maximum Points</b>
A. Company profile: background, years in business, relevant qualifications, firm and staff experience, training/certifications, equipment, and service capabilities	40 points
B. References: success performing services of a similar size and scope as demonstrated through client satisfaction	25 points
C. Quality of samples provided (submitted with your proposal document)	<u>35 points</u>
<b>Subtotal:</b>	<b>100 Points</b>
<b>Optional</b>	
D. Interview/Presentation and/or on-site visit by County (if deemed necessary)	<u>10 points</u>
<b>Maximum Total:</b>	<b>110 Points</b>

This is an on-demand printing contract and will be used throughout the contract period for Gwinnett County's printing needs. The County reserves the right to select **a minimum of three** of the top-ranking service providers with which to do business. The number of selected service providers could be higher depending on the number of responses received and the grouping of the top-ranking service providers and/or obvious demarcation between the scores. The number of future projects will be wholly dependent upon the requirements of Gwinnett County. Gwinnett County does not guarantee any work.

At the discretion of the Evaluation Committee, interview/presentation and demonstrations may be required. All costs associated with the interview/demonstration will be at the expense of the proposing firm. Demonstrations should be conducted within five (5) working days after request. If Gwinnett County exercises this right, a maximum of ten (10) additional points may be assigned.

Gwinnett County reserves the right to negotiate optional scope of work items and fees with the highest-ranking service provider(s). If a satisfactory agreement cannot be reached with the highest ranked service provider(s), negotiations shall then be undertaken with the second ranked service provider and so on.

Gwinnett County reserves the right to require evidence of technical, production, managerial, financial, or other abilities prior to the award. Proposing firms may be required to demonstrate any or all of their system features prior to final selection(s).

## VI. 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 service provider and the County which shall bind the service provider on his part to furnish and deliver the articles and/or services quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such service provider, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered, unless such articles do not meet quality standards.

Quotes will be requested on an as-needed basis. Print job size may vary and should be filled regardless of size of order or quantity.

**The contract period will begin January 1, 2023, or upon award.** The contract may be renewed for four (4) additional one-year periods providing that the service has been satisfactory, both parties are willing to renew, and renewal is approved by the Gwinnett County Board of Commissioners.

## VII. CONTRACT ADMINISTRATION & PAYMENT

- A. **Work Quality:** All work performed by the service provider shall be of first-rate quality.
- B. **Contract Administration:** Gwinnett County will closely monitor the service provider's performance under this contract. The service provider shall allow County personnel to be on site at the service provider's facility in order to perform a random inspection of the work while in process. The successful service provider's performance will be monitored through information obtained by such sources as: the required reports, random inspections, customer feedback, etc. Gwinnett County requires the service provider to provide a written response to problems within 24 hours.
- C. **Non-Performance:** Failure of the service provider to perform according to the requirements of this proposal and within the times stipulated will constitute default of the contract. Default of the contract could be grounds for termination of the contract and re-award to the next highest scoring service provider, if applicable. Additional remedies include: service provider's performance would be reviewed by the Gwinnett County Purchasing Policy and Review Committee; documentation of the service provider's performance would be placed in the "Vendor Performance File;" service provider may be placed on Gwinnett County's "Ineligible Source List" and any future solicitations and/or awards would be denied for a period of time.

Service providers are expected to bid on every print request. If a service provider feels a particular print request is not a good fit for their company, they should include an explanation. Habitual failure to submit quotes may result in termination of the contract.

- D. **Hard Copy Proof:** Whenever possible, hard copy proofs should be printed on the same paper stock and on the same press as the final run, with these understood exceptions:
  - Hard copy proofs for die-cut items may be hand cut
  - Hard copy proofs for items that will be printed on an offset press may be produced on a digital press, provided that the paper stock used is the same and the quality produced by the digital press is comparable to the quality of the offset press. Any significant deviation between the hard copy proof and the final product will not be acceptable.
  - Hard copy approvals: All hard copy proofs will require a member of the Communications Branding & Design team and a staff member from the requesting department's approval.
  - Press proofs: In the event a particular job requires an on-site press proof, a member of the Communications Branding & Design team and a staff member from the requesting department will be required to visit the site and provide approval.

- E. **Payment:** Gwinnett County will issue payment for satisfactory services using the Gwinnett County ordering process. Standard terms are net 30 days.

**VIII. SPECIFICATIONS – SERVICE PROVIDER RESPONSIBILITY**

The following is an outline of the requirements for printing and copying services to meet the needs of Gwinnett County.

- A. **Equipment.** State-of-the art equipment such as digital presses, offset presses, bindery equipment, large format printing (giclee, flatbed, latex, solvent), mailing equipment, etc., to produce quality products and service, including printing, sorting, binding, and copying, as follows:
  - Type and graphics services
  - Business stationery (e.g., letterhead, envelopes, notepads)
  - Brochures, flyers, forms, envelopes
  - Booklets and manuals
  - Color printing
  - High volume and specialty copying (e.g., binding, tabs, large document copies)
  - Laminating
  - Printing/mounting on foam core and corrugated plastic material
  
- B. Please describe your printing and bindery equipment with details including model numbers, brands, features/capabilities, and any other information you would like to share. This information will be used to evaluate your proposal, under criteria A.

Type of Equipment	Model #	Description
Digital Presses		
Offset Presses		
Bindery Equipment		

Large Format Printing (Giclee, Flatbed, Latex, Solvent, etc.)		
Mailing Equipment		

C. **Service.** Timely service response and fast turnaround is expected from service providers.

The selected service providers are expected to have a dedicated account executive and backup available to handle orders by email or phone.

Selected services providers are also expected to **provide free pickup and delivery**. See **Attachment B** for a partial list of delivery locations. All orders will be picked up/delivered to delivery address supplied. Locations with multiple departments and floors require inside delivery to the individual departments inside the specific building listed on the service locations list or other locations as designated. A contact name will be provided. FOB Destination and inside delivery shall be included in all quotes.

Selected service provider(s) should respond to requests for price quotes within 24 hours (excluding weekends/holidays). For your price quote to be considered, it should be submitted within this timeframe. We expect timely turnaround on all print jobs and all due dates to be honored.

Selected service provider(s) shall demonstrate the ability to accept large files by electronic means such as email or a download link.

Selected service provider(s) should operate a printing facility; no brokers may submit a bid. If selected service provider(s) should outsource for certain jobs, Gwinnett County requires the same quality service and turnaround as if those jobs were produced in-house.

The Gwinnett Standard is an expectation of excellence in all that we do. That standard, set over decades, has made Gwinnett a preferred community where everyone can thrive. We make it our mission to deliver superior services that support our vibrantly connected community; as an extension of the County, we expect our business partners to do the same. Beyond just executing the work, we expect our partners to be standard bearers; to act with integrity; to innovate and adapt; to be accountable and transparent; to be fair and respectful to everyone; and to engage, embrace, and unify our community. The successful bidder will incorporate into their response their commitment to upholding and promoting the Gwinnett Standard.

The successful service provider(s) should provide to the County and maintain coverage throughout the duration of the contract insurance coverage as referenced herein this solicitation. A Certificate of Insurance shall be provided to the County upon award.

- D. **Software and files.** Gwinnett County will submit most files in Adobe PDF format but may also submit files created in other software such as other Adobe products (In Design, Illustrator, etc.). Selected service provider(s) should be able to work with all these software types.
- E. **Pricing Information.** Underruns will not be accepted. Overruns will be accepted with no additional cost to Gwinnett County.
- F. **Changes.** When there are changes to be made to the artwork/document (such as: margins and/or color), Communications should be notified by the service provider. We will make and approve all changes before the print process can move forward.



**FIRM INFORMATION**

The services to be performed under this Agreement shall commence on January 1, 2023, or upon award.

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

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the service provider. In the event of the County's termination of this agreement for convenience, the service provider 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 service provider, which shall itemize each element of performance.

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred and twenty (120) days of the date of proposal opening, to furnish any or all of the services and items upon which prices are quoted, at the price set opposite each item, within the time specified in the proposal cost schedule. I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to proposers.

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certification of Non-Collusion in Proposal Preparation \_\_\_\_\_  
Signature Date

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

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

## ATTACHMENT A

### SERVICE CAPABILITIES

Check the appropriate column below and provide the additional information as requested.

Description	Yes (Outsource)	Yes (In-House)	No	Additional Information
Large format color/BW Printing				What is the maximum size you can print?
Digital printing				What is the maximum digital size you can print?
Lamination				What is the minimum/maximum size you can laminate? What weight laminate can you provide?
Mounting (foam core)				Can you print directly to material?
Mounting (corrugated plastic)				Can you print directly to material?
Mounting (other)				List material available.
Drilling				2, 3, 4, or 6 holes?
Stapling				1, 2, or 3 staples?
Cutting				
Padding				
Comb binding (plastic, 15-19 rings in assorted colors)				
Coil binding				
Velo binding				
Tape binding				
Thermal binding				
Stitch binding				
Post binding				
Collating (hand)				
Inserting (hand)				
Tabs (insertion)				
Tab printing (mylar)				
Booklet making				List minimum/maximum size you provide.
Wire-O binding				
Die cut (doorknob and custom)				
Sequential numbering				What colors do you provide?
Vinyl lettering/decals				What colors do you provide?
Shrink wrap				
NCR carbonless forms				Can you provide us with 20# weight NCR if requested?
Out of sequence 3-part NCR forms				Can you print 3-part NCR forms out of the normal color sequence (white, canary, pink)?
Folding				List types of folding you provide (e.g., tri-fold, double, gate fold).

## ATTACHMENT B

### Service Locations (partial list, may be subject to change)

#### **Gwinnett Justice and Administration Center**

75 Langley Drive, Lawrenceville, GA 30046

*Some offices located here:*

- Communications Department, 1<sup>st</sup> Floor, Suite 1W300
- Community Services Department, 3<sup>rd</sup> Floor, Suite 3W800
- Financial Services Department, 2<sup>nd</sup> Floor, Suite 2W686
- Human Resources Department, 3<sup>rd</sup> Floor, Suite 3W650
- Probate Court, 1<sup>st</sup> Floor, Suite 1E750

#### **Gwinnett County Courts Annex**

115 Stone Mountain Street, Lawrenceville, GA 30046

*Some offices located here:*

- Gwinnett County Juvenile Court, Suite 347
- Gwinnett County Recorder's Court, Suite 180
- Gwinnett County Solicitor's Office, Suite 248
- Child Advocacy & Juvenile Services, Suite 469

#### **Gwinnett County Government Annex**

750 Perry Street, Lawrenceville GA 30046

*Some offices located here:*

- Lawrenceville Tag Office, Suite 100  
(Hours: M, T, Th, F 8:30am – 5:30pm and W 8:30am – 6:00pm)
- UGA Extension, Suite 400  
(Hours: W 8:30am – 6:00pm)

#### **One Justice Square**

446 West Crogan Street, Lawrenceville GA 30046

*Some offices located here:*

- Community Outreach, Suite 225
- Economic Development, Suite 300
- Fire Marshal's Office, Suite 100
- Gwinnett Clean & Beautiful, Suite 430
- Planning and Development, Suite 300
- Planning and Development – Code Enforcement, Suite 200
- Police Permits, Suite 200
- Transportation, Suite 410
- Water Resources – Planning and Permitting, Suite 275

#### **Gwinnett County Airport/Briscoe Field**

600 Briscoe Boulevard, Lawrenceville, GA 30046

#### **Gwinnett County Animal Welfare and Enforcement**

884 Winder Highway, Lawrenceville GA 30045

#### **Gwinnett County Corrections**

750 Hi-Hope Road, Lawrenceville GA 30043

#### **Gwinnett County Fire and Emergency Services**

408 Hurricane Shoals Road, Lawrenceville GA 30046

#### **Gwinnett County Fleet Management**

620 Swanson Drive, Lawrenceville GA 30043

#### **Gwinnett County History Center**

455 S. Perry Street, Lawrenceville GA 30046

#### **Gwinnett County Parks Operations Center**

567 Swanson Drive, Lawrenceville, GA 30043

#### **Gwinnett County Police Department**

770 Hi-Hope Road, Lawrenceville, GA 30043

#### **Gwinnett County Police Training Center**

854 Winder Highway, Lawrenceville, GA 30045

#### **Gwinnett County Sheriff's Office**

2900 University Parkway, Lawrenceville GA 30043

#### **Gwinnett County Support Services – Solid Waste**

Gwinnett County Public Schools Warehouse

Attn: Bill Williams (770.822.6414)

690 West Crogan Street, Lawrenceville, GA 30046

(Hours: Monday through Friday 7:00am to 3:00pm)

#### **Gwinnett County Transportation Central Facility**

620 Winder Highway, Lawrenceville GA 30045

#### **Gwinnett County Water Resources Central Facility**

684 Winder Highway, Lawrenceville, GA 30045

*Other delivery locations:*

- Wayne Hill Water Reclamation Center  
1500 One Water Way, Buford GA 30519
- Yellow River Water Reclamation Facility  
858 Tom Smith Road SW, Lilburn GA 30047
- Crooked Creek Water Reclamation Facility  
6556 Plant Drive, Norcross GA 30092
- Shoal Creek Filter Plant  
1755 Buford Dam Road, Buford GA 30518
- Lanier Filter Plant  
2590 S. Waterworks Road, Buford GA 30518

**ATTACHMENT B (Continued)**

**Gwinnett Entrepreneur Center**

405 North Perry Street, Lawrenceville, GA 30046

**Gwinnett Environmental and Heritage Center**

2020 Clean Water Drive, Buford, GA 30519

**Gwinnett Historic Courthouse**

185 E. Crogan Street, Lawrenceville, GA 30046

**Buford Human Services Center/One Stop**

2755 Sawnee Avenue, Buford, GA 30518

**Centerville Community Center/One Stop**

3025 Bethany Church Road, Snellville, GA 30039

**Norcross Human Services Center**

5030 Georgia Belle Court, Norcross, GA 30093

*Some offices located here:*

- Norcross One Stop
- Norcross Senior Center
- Norcross Tag Office  
(Hours: M, T, Th, F 8:30 am – 5:30 pm and  
W 8:30 am – 6:00 pm)

**North Gwinnett Tag Office**

2735 Mall of Georgia Boulevard, Buford, GA 30519

(Hours: M, T, Th, F 8:30am – 5:30pm and  
W 8:30am – 6:00pm)

**Peachtree Corners Tag Office**

6135 Peachtree Parkway, Suite 210B, Peachtree  
Corners, GA 30092

(Hours: M, T, Th, F 8:30am – 5:30pm and  
W 8:30am – 6:00pm)

**Snellville Tag Office**

2845 Lenora Church Road, Snellville, GA 30078

(Hours: M, T, Th, F 8:30am – 5:30pm and  
W 8:30am – 6:00pm)

**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 Date \_\_\_\_\_

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

Email Address \_\_\_\_\_

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

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

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

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

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

Email Address \_\_\_\_\_

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

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

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

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

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

Email Address \_\_\_\_\_

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



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

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

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

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 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).



**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
Authorized Officer or Agent Signature

\_\_\_\_\_ Notary Public

\_\_\_\_\_ (seal)

\_\_\_\_\_ Title of Authorized Officer or Agent of Contractor

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

## STANDARD INSURANCE REQUIREMENTS (For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage should apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage should apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy should be as broad as the primary policy
  
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
  
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, should have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide



financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

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

**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 should initial erasures or other changes. An authorized agent of the company should 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 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. should 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, should 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 should meet required specifications and should 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. should be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer should 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 should 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 should 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 should 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 should have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

**X. DISCOUNTS**

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

**XI. AWARD**

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**XII. DELIVERY FAILURES**

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

**XIII. COUNTY FURNISHED PROPERTY**

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

**XIV. REJECTION OF PROPOSALS**

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

**XV. CONTRACT**

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

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties should be entered into via these documents. If any exceptions are taken to any part, each exception should 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 (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

**XVI. NON-COLLUSION**

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 should satisfy job requirements for education background, employment experience, and should 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 the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

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

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

**XXVII. TAX LIABILITY**

Local and state governmental entities should 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, should 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 should have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

#### **XXIX. PRODUCTS MANUFACTURED IN GEORGIA**

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

#### **XXXI. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity

which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

#### **XXXII. CODE OF ETHICS**

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

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

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

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 60-33. The ordinance will be available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com)

#### **XXXIII. PENDING LITIGATION**

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

#### **XXXIV. ELECTRONIC PAYMENT**

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative should send an email to: [vendorelectronicpayment@gwinnettcountry.com](mailto:vendorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

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

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

### **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. 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