



July 12, 2023

**INVITATION TO BID
BL117-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Commercial Moving Services on an Annual Contract** with four (4) additional one-year options to renew for the Gwinnett County Voter Registration and Elections division.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL # and Company Name. Bids will be received until 2:50 P.M. local time on **July 28, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website www.gwinnettcounty.com.

A pre-bid conference is scheduled for **10:00 A.M. on July 18, 2023** at the Gwinnett County Voter Registration & Elections Warehouse located at 825 Progress Center Avenue, Suite B, Lawrenceville, GA 30043. All bidders are urged to attend. Questions regarding bids should be directed to Jake Scarpone, Purchasing Associate II, at jake.scarpone@gwinnettcounty.com or by calling 770-822-8722, no later than **3:00 P.M. July 19, 2023**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

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

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

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

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

Jake Scarpone
Purchasing Associate II

JS/km

The following pages should be returned in duplicate as your bid:

Bid Schedule, Pages 15-17

References, Page 18

Contractor Affidavit & Agreement, Page 19

Ethics Affidavit, Page 20

**COMMERCIAL MOVING SERVICES ON AN ANNUAL CONTRACT
SPECIFICATIONS & REQUIREMENTS**

I. SCOPE OF WORK

Gwinnett County is soliciting competitive sealed bids for Commercial Moving Services on an Annual Contract for scheduled and unscheduled elections that will occur during the contract period. These services are needed to move election equipment stored at the Gwinnett County Voter Registrations & Elections Division to and from polling sites throughout the county. The dates of the elections and the specific times and dates the services are needed will be provided annually to the successful bidder.

The successful contractor must be prepared to work closely with the staff of the Gwinnett County Voter Registration & Elections Division of the Department of Community Services. A cooperative collaboration will be critical to achieve successful scheduling and completion of the services during each election period.

II. GENERAL REQUIREMENTS

During each election period, the successful contractor must be prepared for the following:

1. Currently, there is a total of 154 polling locations that will need to have equipment transferred from the Voter Registrations & Elections Warehouse located at 825 Progress Center Avenue, suite B, Lawrenceville, GA 30043. The list of each location and the estimated number of cages to be delivered/picked up is included in this Invitation to Bid. All equipment will be grouped by precinct prior to pick up. The number of cages may vary slightly and will be the responsibility of the awarded service provider upon notification from Gwinnett County Elections. The County reserves the right to change/add or delete polling locations at any time during the contract. The successful service provider will be notified of any changes in writing.
2. Currently, ten (10) of the locations will have equipment delivered twice; once for advance voting, which begins approximately three (3) weeks before the actual date of the election, and again on the dates that will be provided to the successful service provider.
3. Equipment delivered to Advance In-Person locations must be picked up on the Monday before the election when the Election Day equipment is being dropped off. All equipment (with the exception of the ICP scanners) shall be returned to the location the equipment was picked up from. The ICP scanners should be delivered to 455 Grayson Highway, Lawrenceville, GA 30046.
4. Equipment must be picked up on the day of delivery for security reasons. The awarded service provider may begin picking up equipment at Voter Registrations and Elections as early as 6:00 AM on the day of delivery. Equipment should be dropped off to Elections by 8:00 PM on the day the equipment is picked up from precincts. If the awarded service provider is unable to meet this deadline, they will need to coordinate approval with the Elections office prior to providing services. Each day can have from nine (9) to twenty (20) routes consisting of two (2) to three (3) locations per route. The County reserves the right to change routes each election.
5. For each election period, equipment must be delivered approximately one week prior to the actual date of the election, according to the schedule that will be provided to the successful service provider.

6. Advance In-Person items to be delivered will be secured in locked metal cages (pictured below) when leaving the Elections warehouse. Locks will be provided by Gwinnett County. Cage weight varies depending on what is in the cage. However, each cage weighs approximately 300 lbs. The contents of the cages will vary from approximately 450 lbs. to 700 lbs. Each precinct will have at least one ballot scanner (pictured below). Each cage will include ballot marking devices and printers. The cage will also include consumable items such as ballots, signs, posters, notices, laptops, and label printers.



7. Crowd control barrier posts come in sets of two (2). Advance Voting locations will have five (5) sets of these posts and regular voting locations will have at least two (2) sets. Crowd control posts will not be in the cages.
8. At least four (4) ballot scanners will need to be delivered to each advance voting location. Each regular voting location will have one (1) or two (2) ballot scanner(s). Ballot scanners will not be in the cages.
9. Some voting locations will need eight-foot (8') tables delivered. Exact quantity will be addressed with the successful service provider. The tables will have folding legs. The locations can have up to twenty (20) tables, but this number may increase or decrease. The expected number of tables will be provided leading up to the election.
10. Universal Power Supplies (UPSs) will be provided to each location. These will not be on a cart but will be on a hand truck. Currently, the average is eight (8) per location, with a maximum of fifteen (15).
11. Each location is provided a metal or plastic A-frame.
12. Supply bags/bins will be provided to each location. These supplies are specific to each location and are clearly marked with that location's information.
13. The successful service provider should have a project manager on-site while equipment is being delivered/returned. The project manager should be able to track where the current trucks are located in the delivery routes and provide updates to Election Staff as needed.
14. On Election Night, there will need to be three (3) 26' trucks to load supplies as they are returned to the Voter Registrations and Elections Office located at 455 Grayson Highway, Suite 200, Lawrenceville, GA 30046 and take them to 825 Progress Center Avenue, Suite B, Lawrenceville, GA 30043 throughout the night. There must also be staff to load the trucks during this process. This process normally lasts until 1:00 AM but can be delayed due to extenuating circumstances. The awarded service provider(s) may work with the department to substitute different sized trucks to accomplish the requested services after award.
15. Voter Registrations & Elections has four (4) loading docks that will be available for pick up and drop off of equipment.

16. Inside delivery is required. Each voting location will direct where their equipment is to be placed. A signature will be required at the location from an onsite custodian, poll official, or Voter Registrations & Elections staff. A copy shall be left at location and a copy returned to the Elections Office.
17. Bid, Payment and Performance Bonds are not required for this solicitation. **A Fidelity bond is required and should be submitted with your bid.** The recommended service provider will be required to submit their fidelity bond and certificate of insurance upon request prior to award. Failure to provide fidelity bond may result in bid being deemed non-responsive. Bidders are encouraged to speak with their sureties to line up bond and insurance so that it can be obtained quickly when requested. If there is a cost associated with the bond or insurance, bidders will need to take it into consideration in their pricing. The successful service provider will not be able to charge for these costs after the bid due date.
18. An estimated twenty-four (24) 26' trucks shall be required for each voting period. The awarded service provider(s) may work with the department to substitute different size trucks to accomplish the requested services after award. However, any such substitution **MUST** be approved in writing by Voter Registrations & Elections staff.
19. Each truck must have a minimum crew of two (2) individuals that are covered by the company's fidelity bond. Proof of fidelity bond should be submitted with your bid. Failure to provide fidelity bond may result in bid being deemed non-responsive.
20. The awarded service provider may load the equipment in their trucks with lift gates, ramps, etc. as long as the equipment is not damaged in the process.
21. It is the intent of the department to award this solicitation to one (1) commercial moving company. However, award will be made in the best interests of Gwinnett County.

III. 2024 Election Schedule

ELECTION**	DATE
Presidential Preference Primary	Tuesday, March 12, 2024
General Primary/Nonpartisan General Election	Tuesday, May 21, 2024
General Primary/Nonpartisan General Election Runoff (if needed)	Tuesday, June 18, 2024
General Election	Tuesday, November 5, 2024
General Election Runoff (if needed)	Tuesday, December 3, 2024

****Additional elections may be added as required by law. If the renewal option is exercised, updated schedules will be provided.**

IV. Voting Precinct Locations **(All quantities are approximate)**

Precinct #	Facility	Cages/Carts	UPS	Tables	Crowd Control Barriers
001	Harbins Elementary (GCPS) 3550 New Hope Road Dacula, GA 30019	6	15	21	4
002	Annistown Elementary (GCPS) 3150 Spain Road Snellville, GA 30039	4	8	4	4
003	Hebron Baptist Church 202 Hebron Church Road NE Dacula, GA 30019	4	10		4
004	Suwanee Branch GC Public Library 361 Main Street Suwanee, GA 30024	2	4		4
005	Faith Community Church 800 Grayson Parkway Grayson, GA 30017	2	5		4
006	McKendree UMC 1570 Lawrenceville Suwanee Road Lawrenceville, GA 30043	4	8		4
007	Duluth City Hall 3167 Main Street NW Duluth, GA 30096	4	10		4
008	Frank Osborne Middle School (GCPS) 4404 Braselton Highway Hoschton, GA 30548	4	9		4
009	Bogan Park Community Recreation Center (GC Park) 2723 N. Bogan Road Buford, GA 30519	4	12		4
010	Snellville UMC 2428 Main Street East Snellville, GA 30078	2	5		4
011	First Baptist Church of Lilburn 285 Main Street Lilburn, GA 30047	2	5		4
012	Lucky Shoals Park Community Recreation Center 4651 Britt Road Norcross, GA 30093	4	11		4
013	Hamilton Mill UMC 1450 Pine Road Dacula, GA 30019	2	6		4
014	Mountain Park Depot (GC Park) 5050 Five Forks Trickum Road Lilburn, GA 30047	4	7	1	4
015	Lawrenceville First Baptist Church 165 Clayton Street Lawrenceville, GA 30046	4	8		4

016	Gwinnett County Fairgrounds 2405 Sugarloaf Parkway Lawrenceville, GA 30045	4	10		4
017	Gwinnett School of Mathematics, Science & Technology (GCPS) 970 McElvaney Lane Lawrenceville, GA 30044	4	7		4
018	New Hope Christian Church 1982 Old Norcross Road Lawrenceville, GA 30044	2	6		4
019	The Nett at Bethesda 444 Bethesda Church Road Lawrenceville, GA 30044	2	6	0	4
020	Summerour Middle (GCPS) 321 Price Place Norcross, GA 30071	2	5		4
021	Rockbridge Elementary (GCPS) 6066 Rockbridge School Road Norcross, GA 30093	4	7		4
022	Peachtree Corners Presbyterian Church 5918 Spalding Drive NW Norcross, GA 30093	2	4	0	4
023	Meadowcreek Elementary (GCPS), 5025 Georgia Belle Court Norcross, GA 30093	2	5	9	4
024	Buford City Hall 2300 Buford Highway Buford, GA 30518	4	9		4
025	Sugar Hill Church 5091 Nelson Brogdon Blvd (Hwy 20) Sugar Hill, GA 30518	4	12	4	4
026	Rock Springs UMC 1100 Rock Springs Road Lawrenceville, GA 30043	4	10	9	4
027	Prospect UMC 1549 Prospect Road Lawrenceville, GA 30043	4	9		4
028	Mulberry Elementary School (GCPS) 442 E. Union Grove Cir Auburn, GA 30011	4	12	10	4
029	Five Forks Library 2780 Five Forks Trickum Road Lawrenceville, GA 30044	2	3		4
030	W. C. Britt Elementary (GCPS) 2503 Skyland Drive Snellville, GA 30078	2	6	2	4
031	Woodward Mill Elementary (GCPS) 2020 Buford Drive Lawrenceville, GA 30043	2	6	4	4
032	New Mercies Christian Church 4000 Five Forks Trickum Rd Lilburn, GA 30047	2	6		4

033	Arcado Elementary (GCPS) 5150 Arcado Road SW Lilburn, GA 30047	2	4		4
034	Lilburn Christian Church 314 Arcado Road Lilburn, GA 30047	2	5		4
035	Berean Baptist Church 1405 Hewatt Road Lilburn, GA 30047	4	8		4
036	Trinity Lutheran Church 1826 Killian Hill Road Lilburn, GA 30047	2	6		4
037	Winters Chapel United Methodist Church 5105 Winters Chapel Road Atlanta, GA 30360	2	4		4
038	Best Friend Park (GC Park) 6224 Jimmy Carter Blvd Norcross, GA 30071	2	6		4
039	Hamilton Mill Christian Church 3809 Sardis Church Road Buford, GA 30519	6	14	2	4
040	Pinckneyville Community Center (GC Park) 4650 Peachtree Industrial Blvd Norcross, GA 30071	4	9	0	4
041	Peachcrest Christian Church 4100 Rosebud Road Loganville, GA 30052	4	12		4
042	J G Dyer Elementary School (GCPS) 1707 Hurricane Shoals Road Dacula, GA 30019	2	6	4	4
043	Sweetwater Middle (GCPS) 3500 Cruse Road Lawrenceville, GA 30044	2	5		4
044	Centerville Elementary (GCPS) 3115 Centerville Hwy Snellville, GA 30039	4	8	6	4
045	Shiloh Elementary (GCPS) 2400 Ross Road Snellville, GA 30039	2	6	10	4
046	Forrest Hills @ Mountain View 2849 Mountain View Road Snellville, GA 30078	2	4		4
047	Cannon UMC 2424 Webb Gin House Road Snellville, GA 30078	2	6		4
048	Mason Elementary (GCPS) 3030 Bunten Road Duluth, GA 30096	4	7		4
049	Lucerne Baptist Church 4805 Stn Mtn Hwy (US78) Lilburn, GA 30047	2	4		4

050	Beaver Ridge Elementary (GCPS) 1978 Beaver Ruin Road Norcross, GA 30071	2	5		4
051	Iglesia Metropolitana Seventh Day Adventist 5990 Oakbrook Parkway Norcross, GA 30093	2	5		4
052	Camp Creek Elementary School (GCPS) 958 Cole Dr. SW Lilburn, GA 30047	2	5		4
053	T.W. Briscoe Park Main Building (Snellville Park) 2500 Sawyer Pkwy Snellville, GA 30078	4	8		4
054	New Prospect UMC 2018 Buford Dam Road Buford, GA 30518	4	10		4
055	Lanier Middle School (GCPS) 6482 Suwanee Dam Rd Buford, GA 30518	4	10		4
056	Duluth Festival Center 3142 Hill Street Duluth, GA 30096	2	5		4
057	BB Harris Elementary (GCPS) 3123 Claiborne Drive Duluth, GA 30096	4	10	15	4
058	Beaver Ruin Road Baptist Church 1200 Beaver Ruin Road Norcross, GA 30093	4	7	11	4
059	Landmark Church 3737 Holcomb Bridge Road Norcross, GA 30092	4	7		4
060	Rhodes Jordan Community Center (GC Park) 100 E Crogan Street Lawrenceville, GA 30046	4	10		4
061	Lawrenceville First UMC 395 W. Crogan Street Lawrenceville, GA 30046	2	5	8	4
062	Peachtree Corners Baptist Church 4480 Peachtree Corners Circle Norcross, GA 30092	2	5		4
063	Simpson Elementary (GCPS) 4525 E. Jones Bridge Road Norcross, GA 30092	2	5	7	4
064	Voices of Faith 2500 Rockbridge Road Stone Mountain, GA 30087	4	7	6	4
065	Calvary Baptist Church 5255 Hwy 29 Lilburn, GA 30047	2	4	4	4
066	Atlanta Chinese Christian Church 4434 Britt Road Tucker, GA 30084	4	7		4

067	Patrick Elementary (GCPS) 2707 Kilgore Road Buford, GA 30519	4	12		4
068	Oak Road Lutheran Church 1004 Oak Rd SW Lilburn, GA 30047-1827	4	7		4
069	Good Shepherd Presbyterian Church 1400 Killian Hill Road Lilburn, GA 30047	4	7		4
070	Collins Hill Library 455 Camp Perrin Rd Lawrenceville, GA 30046	4	8	6	4
071	Jordan Middle School (GCPS) 8 Village Way Lawrenceville, GA 30045	4	8		4
072	Ferguson Elementary (GCPS) 1755 Centerview Drive Duluth, GA 30096	4	12	20	4
073	Unity Atlanta Church 3597 Parkway Ln Peachtree Corners, GA 30092	2	4	1	4
074	Beaver Ruin Road Baptist Church 1200 Beaver Ruin Road Norcross, GA 30093	2	4	7	4
075	Zoar United Methodist Church 3895 Zoar Church Road Snellville, GA 30039	4	10		4
076	Evangel Community Church 3857 Centerville-Rosebud Road Snellville, GA 30039	4	7		4
077	Gwinnett Church of Christ 1736 Sever Road Lawrenceville, GA 30043	4	11		4
078	Grayson United Methodist Church 555 Grayson Pkwy Grayson, GA 30017	4	8		4
079	Gwinnett Community Church 2516 Five Forks Trickum Rd Lawrenceville, GA 30044	2	6		4
080	Grace-New Hope Church 1766 New Hope Rd Lawrenceville, GA 30045	6	13	10	4
081	Church of Christ @ Snellville 3025 Lenora Church Rd Snellville, GA 30078	4	8		4
082	Pleasant Hill Presbyterian Church 3700 Pleasant Hill Road Duluth, GA 30096	4	10		4
083	Richland Homeowners Clubhouse 2074 Quinton Place Suwanee, GA 30024	4	9	10	4
084	First Christian Church 3495 Sugarloaf Pkwy Lawrenceville, GA 30044	2	6		4

085	Creekland Middle (GCPS) 170 Russell Road Lawrenceville, GA 30044	4	8		4
086	Corley Elementary (GCPS) 1331 Pleasant Hill Road Lawrenceville, GA 30044	2	5	10	4
087	St Patrick's Catholic Church 2140 Beaver Ruin Rd Norcross, GA 30071	4	7		4
088	Redeemer Church 3750 Zoar Church Rd SW Snellville, GA 30039	4	9	10	4
089	Lanier High School (GCPS) 918 Buford Hwy Sugar Hill, GA 30518	4	8		4
090	C3 Church 1065 Walther Blvd Lawrenceville, GA 30043	2	6		4
091	First Baptist Church of Grayson 2142 Loganville Hwy Grayson, GA 30017	4	9		4
092	Mosaic Church 701 Cole Drive Lilburn, GA 30047	2	5		4
093	Craig Elementary (GCPS) 1075 Rocky Road Lawrenceville, GA 30044	4	8		4
094	Pharr Elementary (GCPS) 1500 North Road Snellville, GA 30078	2	5	4	4
095	Gas South District 6400 Sugarloaf Pkwy Duluth, GA 30097	4	12	0	4
096	Yugal Kunj Radha Krishna Community Center 2769 Duluth Hwy Duluth, GA 30096	2	6		4
097	Jackson Elementary (GCPS) 1970 Sever Road Lawrenceville, GA 30043	4	11	10	4
098	Walnut Grove Elementary (GCPS) 75 Taylor Road Suwanee, GA 30024	2	6		4
099	First Chinese Baptist Church - Atlanta 2525 Gravitt Road Duluth, GA 30096	4	7		4
100	George Pierce Park (GC Park) 55 Buford Hwy Suwanee, GA 30024	4	9		4
101	Winters Chapel Baptist Church 6625 Winters Chapel Road Doraville, GA 30360	2	4		4

102	Harmony Elementary (GCPS) 3946 S. Bogan Road Buford, GA 30519	2	6		4
103	The NETT at BERKMAR 675 Pleasant Hill Road Lilburn, GA 30047	2	6	0	4
104	Lenora Park Gym (GC Park) 4515 Lenora Church Road Snellville, GA 30039	4	11		4
105	Sugar Hill Elementary (GCPS) 939 Level Creek Road Buford, GA 30518	4	8	8	4
106	Suwanee Service Center (GCPS) 670 Highway 23 NW Suwanee, GA 30024	4	12	8	4
107	Five Forks Middle (GCPS) 3250 River Dr. SW Lawrenceville, GA 30044	2	3		4
108	South Gwinnett Baptist Church 3400 Rosebud Road Loganville, GA 30052	4	7	2	4
109	Killian Hill Baptist/Christian School 151 Arcado Road Lilburn, GA 30047	2	4		4
110	Galilean Baptist Church 1390 Monfort Road Lawrenceville, GA 30042	2	5		4
111	Chattahoochee Elementary (GCPS) 2930 Albion Farm Road Duluth, GA 30097	2	6	10	4
112	Mountain Park Activity Building (GC Park) 1063 Rockbridge Road Stone Mountain, GA 30087	2	6		4
113	Rock Bridge Baptist Church of Norcross Inc. 1012 Rockbridge Road Norcross, GA 30093	2	4		4
114	Hopewell Baptist Church 182 Hunter Street Norcross, GA 30071	4	8		4
115	Bethesda Elementary (GCPS) 525 Bethesda School Road Lawrenceville, GA 30044	4	10		4
116	Amazing Grace Lutheran Church 3305 Lawrenceville Hwy Lawrenceville, GA 30044	4	8		4
117	Kanoheda Elementary (GCPS) 1025 Herrington Road Lawrenceville, GA 30044	4	8	8	4
118	Mountain Park United Methodist Church 1405 Rockbridge Road Stone Mountain, GA 30087	2	4		4

119	Knight Elementary School (GCPS) 401 North River Dr Lilburn, GA 30047	2	5		4
120	Berkmar Middle School (GCPS) 4355 Lawrenceville Hwy Lilburn, GA 30047	2	3		4
121	Berkeley Lake Elementary (GCPS) 4300 S. Berkeley Lake Rd Berkeley Lake, GA 30096	4	7		4
122	Anderson-Livsey Elementary (GCPS) 4521 Centerville Hwy Snellville, GA 30039	4	11		4
123	Iglesia Bautista Nueva Jerusalem 5300 Williams Road Norcross, GA 30093	2	6	3	4
124	Christ the Lord Lutheran Church 1001 Duluth Hwy Lawrenceville, GA 30043	2	5		4
125	Jones Bridge Park/Good Age Building (GC Park) 4901 E Jones Bridge Road Norcross, GA 30092	2	4		4
126	Peachtree Elementary (GCPS) 5995 Crooked Creek Road Peachtree Corners GA 30092	2	5	5	4
127	Saint Marguerite D'Youville Catholic Church 85 Gloster Road NW Lawrenceville, GA 30044	2	5	7	4
128	Peachtree Road Baptist Church 142 Old Peachtree Road Suwanee, GA 30024	2	5		4
129	Duncan Creek Elementary (GCPS) 4500 Braselton Hwy Hoschton, GA 30548	4	12	5	4
130	Riverside Elementary (GCPS) 5445 Settles Bridge Road Suwanee, GA 30024	4	9		4
131	Level Creek UMC - O'Rourke Family Life Center 4844 Suwanee Dam Road Suwanee, GA 30024	4	8		4
132	Taylor Elementary (GCPS) 600 Taylor School Drive Lawrenceville, GA 30043	2	6		4
133	Dacula Park Activity Building (GC Park) 2735 Old Auburn Road Dacula, GA 30019	4	10		4
134	Chestnut Grove Baptist Church 2299 Rosebud Road Grayson, GA 30017	4	9		4

135	Ivy Creek Elementary (GCPS) 3443 Ridge Road Buford, GA 30519	4	7	3	4
136	North Metro First Baptist Church 1026 Old Peachtree Road Lawrenceville, GA 30043	4	9	4	4
137	Fort Daniel Elementary School (GCPS) 1725 Auburn Rd Dacula, GA 30019	4	10	9	4
138	Hull Middle School (GCPS) 1950 Old Peachtree Road Duluth, GA 30097	4	10		4
139	Saint Marguerite D'Youville Catholic Church 85 Gloster Road NW Lawrenceville, GA 30044	4	11		4
140	North Gwinnett Church 4973 West Price Road Suwanee, GA 30024	4	8	2	4
141	Sycamore Elementary School (GCPS) 5695 Sycamore Road Sugar Hill, GA 30518	2	6		4
142	Suwanee Full Gospel Church 3268 Smithtown Road Suwanee, GA 30024	4	8	2	4
143	Sunrise Baptist Church 3000 Sugarloaf Parkway Lawrenceville, GA 30045	4	9		4
144	Gwinnett Co Dept of Water Resources 684 Winder Hwy Lawrenceville, GA 30045	6	14		4
145	Gracepointe Church of the Nazarene 2900 Rosebud Road Loganville, GA 30052	6	13		4
146	W.J. Cooper Elementary School (GCPS) 555 Ozora Rd Loganville, GA 30052	6	14	10	4
147	Tabernacle International Church 270 Simonton Rd. SW Lawrenceville, GA 30046	4	12		4
148	Saint Stephen the Martyr Catholic Church 5373 Wydella Road Lilburn, GA 30047	2	4	8	4
149	Gwinnett Christian Life Assembly of God 1670 Sever Road Lawrenceville, GA 30043	2	5		4

150	Shorty Howell Park Activity Building (GC Park) 2750 Pleasant Hill Road Duluth, GA 30096	2	5		4
151	Ebenezer Baptist Church 2570 Harbins Road Dacula, GA 30019	2	6		4
152	Grace Baptist Church 2980 Old Peachtree Rd Dacula, GA 30019	4	10		4
153	Praise Community Church 329 Grayson Hwy Lawrenceville, GA 30045	2	5	0	4
154	Pucketts Mill Elementary School (GCPS) 2442 South Pucketts Mill Rd Dacula, GA 30019	4	7		4
155	Epiphany Lutheran Church 1350 Peachtree Industrial Blvd Suwanee, GA 30024	4	8		4
156	Community of Grace Lutheran Church 1200 Athens Highway Grayson, GA 30017	4	9		4

NOTE: Boxes without numbers mean that equipment is not currently needed at those precincts. However, all quantities listed are estimates and are subject to change.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING REJECTED.

BID SCHEDULE

APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE PER ELECTION	TOTAL PRICE
5 EA	Not to Exceed Lump Sum Fee PER ELECTION for Commercial Moving Services, per above specifications	\$	\$
5 EA	Project Management Services PER ELECTION	\$	\$
5 EA	Labor and Logistics between 5:00 A.M. and 7 A.M. PER ELECTION	\$	\$
5 EA	After Hours Election Night Equipment Delivery & Pick-up Services (between 6:00 P.M. and 12:00 A.M.) PER ELECTION	\$	\$
BID TOTAL			\$

NOTE: Unit price MUST include personnel, moving trucks, equipment, fuel, and any other costs associated with providing the requested services.

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

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

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

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

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

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

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

- If a percentage **increase** OR **decrease** will be a part of this bid, please note this in the space provided together with an explanation:

1st Renewal Option_____ (increase/decrease – circle one)

2nd Renewal Option_____ (increase/decrease – circle one)

3rd Renewal Option_____ (increase/decrease – circle one)

4th Renewal Option_____ (increase/decrease – circle one)

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

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

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

Legal Business Name _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

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

Telephone Number _____ Fax Number _____

E-Mail Address _____

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

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 _____



BL117-23, Provision of Commercial Moving Services on an Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____* 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).

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____



BL117-23, Provision of Commercial Moving Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 select one of the following:

- 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. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**

STANDARD INSURANCE REQUIREMENTS

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

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's

- broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
 10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
 11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
 12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
 13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
 14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
 15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
 16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
 17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
 18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
 19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
 20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

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

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. 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 vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should

be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- 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 identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their

submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal 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 vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor 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 vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County 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 vendor which may include the vendor'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 an 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. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, 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, its commissioners, officers, agents, and employees by any employee of the vendor, 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 vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors

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. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

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

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page 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 proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.