



August 23, 2023

**INVITATION TO BID
BL138-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Ballot Printing and Vote by Mail Ballot Processing 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 **September 19, 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 Webex pre-bid conference is scheduled for **10:00 A.M. on August 30, 2023**. To access, please dial 1-408-418-9388, enter Access Code 2345 555 4891. 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. September 1, 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 13-16
References, Page 17
Contractor Affidavit & Agreement, Page 18
Ethics Affidavit, Page 19

PROVISION OF BALLOT PRINTING AND VOTE BY MAIL BALLOT PROCESSING SERVICES ON AN ANNUAL CONTRACT

SPECIFICATIONS & REQUIREMENTS

I. SCOPE OF WORK

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

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

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

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

II. GENERAL REQUIREMENTS

1. **The successful vendor must be a Dominion-qualified ballot printer in good standing and shall have the ability to access and print on the security ballot stock required by Georgia Law.**
2. The successful contractor must devote the time and personnel resources necessary to provide ballots by the delivery deadlines specified by Georgia Law and Gwinnett County at the time each voter file is provided. However, once the print files are provided to the printer, proofs of the ballots must be provided to Gwinnett County within 48 hours after the receipt of the print file.
3. All computation of time required to process voter files for ballot processing should be based on calendar days, not workdays, to ensure that ballots are processed and mailed on schedule. A mutually agreed upon final file processing date will be established prior to each election date to ensure timely processing and delivery of ballots.
4. Quality scan testing with high volumes of ballots is required to ensure the ballots will run well. Typically, more than 15,000 ballots are processed for reliability and accuracy.
5. Ballots must be printed at the location of the successful vendor's printing facility. There can be no subcontracting, jobbing, or brokering to other vendors.
6. The successful vendor has an obligation to always maintain security of the ballots, ballot data information and voter file information. The successful vendor will be responsible for taking reasonable precautions to maintain the security of all voter files, ballots, ballot printing materials, including maintaining limited access to the ballots and prohibiting release of any ballots, ballot materials or voter file information to anyone other than an approved authority of the State Election Board.
7. Prefilled test decks will be required. The pattern should be one blank ballot, one over voted ballot, and ballots with one mark per candidate, per race; not the pattern of one vote for the first candidate, two votes

for second, etc. Test quantity will be determined by election. Prefilled test decks shall be shipped sorted by precinct and within precinct by card.

2024 ELECTION SCHEDULE (SUBJECT TO CHANGE)	
Presidential Preference Primary	March 12, 2024
General Primary and Nonpartisan General Election	May 21, 2024
General Primary and Nonpartisan General Election Runoff (if needed)	June 18, 2024
General Election	November 5, 2024
General Election Runoff (if needed)	December 3, 2024

III. IMAGECAST BALLOT ARTWORK SOURCE FILES

1. Dominion's Democracy Suite Election Management System creates PDF artwork files. Ballot artwork files are created as complete ballot images, without trim lines or crop marks, and are designed to directly print on digital 4-color sheet-fed xerographic or other electrophotographic printers (most B-sized laser printers). Ballot artwork is generated in industry-standard PDF format, PDF/X-1a:2001 (PDF Version 1.3) and CMYK color space.
2. Ballot artwork files are full-sized press-ready ballots containing all required ballot elements and the unique ballot ID barcode that distinguishes each ballot style. Each file contains one or two ballot images: a front image (if the ballot is single-sided) or paired front and back ballot images. All fonts used in the ballot artwork are embedded in the PDF file. Ballot artwork files are digitally signed (X.509) and tied to the election project files produced by the Democracy Suite Election Management System to allow for authentication and revision control.
3. Ballots shall be printed on the front and the back.
4. Pre-press imposition of ImageCast ballot artwork to add crop or alignment marks, jurisdictionally-mandated background screens, stub artwork, or other printing, might be required. No modifications, post-processing, or image conversion of the original ballot artwork files is allowed.
5. Qualified Papers (Standard Process): **State required paper 80# Dominion ImageCast Vote Secure IR security ballot paper.**

IV. IMAGECAST BALLOT PRINTING METHODS

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

V. IMAGECAST BALLOT PRINTING SPECIFICATIONS

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

undamaged when the voter or customer receives them.

5. ImageCast Finished Ballot Dimensions:

ImageCast Finished Ballot Dimensions

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

VI. BALLOT IMAGE REPRODUCTION

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

VII. BALLOT CARD

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

VIII. OTHER DEFECTS

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

IX. SCORING AND FOLDING BALLOTS

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

BALLOT LENGTH	MAX ALLOWABLE FOLDS	MAX # OF PANELS
11"	2	3
14"	3	4
17"	3	4
18"	3	4
19"	4	5
20"	4	5
22"	5	6

6. For ballots with more than two panels, folding a 'Z-shape' will allow for easier unfolding and ballot scanning. Panel lengths of a multi-panel ballot can be varied to 'unstack' the folds (so that each fold is not exactly above another fold), which aids in envelope stuffing and removal.

7. 2" Stubs must be placed at the bottom of the ballot artwork.
8. THE VENDOR IS RESPONSIBLE for all aspects of ballot, envelope, instructions and special notice printing and manufacturing and MUST ENSURE that the ballots produced meet all Dominion and customer specifications at the time of tabulation.

X. BALLOT STUBS – PERFORATIONS, NUMBERING AND PADDING

1. Padding – Ballots for precincts may be requested to be padded; this information will be provided when the ballots are ordered
 - a. A pad of ballots consists of the number of ballots determined by Gwinnett County stapled together on the stub.
 - b. Padded ballots are serialized on the ballot stub (or stubs).
 - c. Gwinnett County will provide specific numbers on how many should be padded and stapled and how many should be padded only when the order is placed.

XI. BALLOT IDENTIFICATION TEXT

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

1. The serial numbers for each precinct ballot and absentee ballot precinct will be provided with the ballot layout files.
2. The top of each ballot shall include the name and designation of the precinct for which it is prepared and the name and date of the election.
3. The precinct number and district combo number are to be printed on the precinct ballots and absentee ballots.

XII. GENERAL TEXT

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

XIII. PACKAGING AND DELIVERY INSTRUCTIONS FOR BALLOT PRINTING SERVICES

1. Ballot packaging
 - a. For precincts: 50 ballots are to be shrink-wrapped together by precinct
 - b. For absentee: no padding; ballots are to be shrink-wrapped by precinct with no more than 100 per pack; precincts can be combined if color is used as a separator
 - c. All ballots are to be packaged in containers not to exceed 50 lbs. per box for shipping and delivery purposes by the vendor.
 - d. The shipping containers must be labeled to show the precinct(s) contained in the box.
2. **Inside delivery** shall be FOB Destination Prepaid and Allowed to Gwinnett County Voter Registrations and Elections, 455 Grayson Highway, Ste. 200, Lawrenceville, GA 30046. There is a dock available at back of building. Printer will be notified if delivery address changes.

3. Special Instructions for delivery: Delivery agent to give advance notice of delivery at least 24 hours before delivery by phone to Elections Division – 678-226-7210. All deliveries must be between the hours of 9:00 a.m. and 4:00 p.m., Eastern Standard Time.
4. If the awarded vendor is providing the delivery, a certificate of insurance is required per attached specifications. If a common carrier such as UPS or FedEx is used, a COI is not required due to federal regulations requiring insurance coverage.

XIV. BALLOT SIZE, QUANTITIES & DELIVERY DEADLINE PER ELECTION FOR BALLOT PRINTING SERVICES

1. Quantities for each election are based on projected active registered voters eligible to vote in that specific election and are therefore subject to change.
2. Quantities for each individual precinct and absentee ballots will be provided by Gwinnet County.
3. Listed below are the **estimated** quantities, sizes of ballots per election. Note: Quantity and size are subject to change.

Presidential Preference Primary – March 12, 2024	
Tentative Delivery Deadline:	
Absentee & Test Ballots: January 22, 2024	
Advance Provisional/Emergency Ballots: February 5, 2024	
Election Day Provisional/Emergency Ballots: February 27, 2024	
Qty 8 ½ x 11 or 14	
5,000	Absentee Democratic Ballots
5,000	Absentee Republican Ballots
Qty 8 ½ x 11 or 14	
27,500	Election Day Democratic Ballots
27,500	Election Day Republican Ballots
Qty 8 ½ x 11 or 14	
15,000	Advance Democratic Ballots
15,000	Advance Republican Ballots
Qty 8 ½ x 11 or 14	
2,000	Test Deck Democratic Ballots
2,000	Test Deck Republican Ballots

General Primary and Nonpartisan General Election – May 21, 2024	
Tentative Delivery Deadline: Absentee & Test Ballots: March 25, 2024 Advance Provisional/Emergency Ballots: April 15, 2024 Election Day Provisional/Emergency Ballots: May 7, 2024	
Qty	8 ½ x 18
7,000	Absentee Democratic Ballots
7,000	Absentee Republican Ballots
3,500	Absentee Nonpartisan Ballots
Qty	8 ½ x 18
22,000	Election Day Democratic Ballots
22,000	Election Day Republican Ballots
12,000	Election Day Nonpartisan Ballots
Qty	8 ½ x 18
17,500	Advance Democratic Ballots
17,500	Advance Republican Ballots
7,500	Advance Nonpartisan Ballots
Qty	8 ½ x 18
3,500	Test Democratic Ballots
3,500	Test Republican Ballots
2,000	Test Nonpartisan Ballots
General Primary and Nonpartisan General Election Runoff (if needed) – June 18, 2024	
Tentative Delivery Deadline: Absentee & Test Ballots: June 4, 2024 Advance Provisional/Emergency Ballots: June 4, 2024 Election Day Provisional/Emergency Ballots: June 11, 2024	
Qty	8 ½ x 14 or 18
7,000	Absentee Democratic Ballots
7,000	Absentee Republican Ballots
3,500	Absentee Nonpartisan Ballots
Qty	8 ½ x 14 or 18
22,000	Election Day Democratic Ballots
22,000	Election Day Republican Ballots
12,000	Election Day Nonpartisan Ballots
Qty	8 ½ x 14 or 18
15,000	Advance Democratic Ballots
15,000	Advance Republican Ballots
5,000	Advance Nonpartisan Ballots
Qty	8 ½ x 14 or 18
2,000	Test Democratic Ballots
2,000	Test Republican Ballots
1,000	Test Nonpartisan Ballots

General Election – November 5, 2024	
Tentative Delivery Deadline: Absentee & Test Ballots: September 3, 2024 Advance Provisional/Emergency Ballots: October 1, 2024 Election Day Provisional/Emergency Ballots: October 22, 2024	
Qty	8 ½ x 18
20,000	Absentee General Ballots
Qty	8 ½ x 18
60,000	Election Day General
Qty	8 ½ x 18
35,000	Advance General Ballots
Qty	8 ½ x 18
3,000	Test General Ballots
General Election Runoff (if needed) – December 3, 2024	
Tentative Delivery Deadline: Absentee & Test Ballots: November 19, 2024 Advance Provisional/Emergency Ballots: November 19, 2024 Election Day Provisional/Emergency Ballots: November 26, 2024	
Qty	8 ½ x 14
10,000	Absentee General Ballots
Qty	8 ½ x 14
60,000	Election Day General
Qty	8 ½ x 14
25,000	Advance General Ballots
Qty	8 ½ x 14
1,000	Test General Ballots

XV. PROCESSING AND PACKAGING OF ABSENTEE BALLOT PACKETS

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

1. All ballot packets must contain the following items:
 - a. Carrier (mailing) envelope addressed to the elector with the county’s return address
 - b. Two or three envelopes for each official absentee ballot of size and shape to permit the placing of one within the other and all within the mailing envelope.
 - c. Voting instructions (All applicable languages)
 - d. May also include any special notifications regarding deceased, withdrawn or disqualified

candidates. The special notification information may not extend to all voters; therefore, Gwinnett County will provide information on which precincts should receive the notices, if needed.

XVI. THE SUCCESSFUL VENDOR SHALL ONLY BE DEEMED QUALIFIED BY DEMONSTRATING EXPERIENCE IN VBM (VOTE BY MAIL) AND HAVING REDUNDANT INTELLIGENT INSERTER LINES CAPABLE OF THE FOLLOWING TASKS:

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

1. The ability to read a non-unique barcode and index and assign to a master.jdf input file record (Job Definition Format) Master File contains all the production parameters of any given batch.
2. Ensuring complete accuracy for all mail pieces within each batch, as well as the ability to report detailed, accurate information on every ballot package at the end of a batch run.
3. The ability to direct machine functions such as selective inserts, diverting, seal or no seal etc. from data extracted from the master.jdf file, (i.e., file-based inserting.)
4. Capability to produce, assign, track and record the unique Intelligent Mail Barcode (IMB) on all return envelopes to data notated in the output mail pieces report file.
5. To automatically mark, as suspect and divert all mail pieces within arm’s reach of any open safety cover. Open safety cover reject mail piece function ensures any piece within 1 meter of an open machine cover during a production run will automatically be flagged as defective to eliminate any human error or manipulation.
6. Employ an automatic mismatch recovery system such that any mismatched document automatically diverts all suspect ballot packages without human intervention. Human touch can inadvertently compound a mismatch problem should one arise.
7. Have a double detection at all insert feeders to avoid any double pulls and potential mismatches.
8. The accurate overprinting of unique variable data information, as well as location tracking with the USPS Informed Visibility – Mail Tracking & Reporting System or similar to ensure oath/reply envelope is accurately matched to its corresponding mail piece and further trackable through the mail stream, even if the USPS fails to properly cancel the envelopes.
9. Additional fail-safe filled envelope thickness verification for misses and/or doubles after the insert sealing section sufficient to detect the presence or lack of presence for 2x thickness of paper such as in a bi-folded piece (i.e., approximately .012”) and automatically divert any suspect package that does not meet the set threshold.
10. Employ camera to verify forms/material types to ensure that the operations load the correct job materials and automatically alerting the operation when not correct while then diverting all suspect pieces.
11. The ability to store each camera’s read images to an archive file.
12. The ability to read and verify multiple AOI’s (Area of Interest)
 - a. All barcode areas top and bottom of a mail piece and verifying the inserted ballot barcode from below (or from above depending upon the job requirements) for each ballot package and automatically divert any suspect package should any one integrity check fail. The barcode reads must be coincident with the filled envelope thickness detector cycle (i.e., same envelope being subject to all the final integrity checks on the same envelope at the

same machine cycle.)

XVII. VENDOR WORKFLOW

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

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

ballot packages are following Standard Operating Procedures.

17. Every ballot package will require a set of three security envelopes. This includes the outer carrier envelope, addressed to the voter with the Gwinnett County Elections Division return address, the inner oath envelope that should be yellow in color or have a yellow color stripe on the front, and an inner Official Ballot secrecy envelope.
 - a. The envelope set must be of such shape and size that one fits within the other starting with the smaller secrecy envelope up to outer carrier envelope.
 - b. Envelope set is currently under construction and samples will be provided when available.

XVIII. BALLOT TRACKING

1. Ballot tracking system must include the following:
 - a. Counts of files received
 - b. Voters in the file
 - c. Imperfect addresses
 - d. USPS 1st scan to voter
 - e. Delivered to voter
 - f. Mailed by voter
 - g. First scan to County
 - h. Delivered to County
 - i. Voters receiving & delivered email notifications
2. List files broken out by current ballot location, file, voter zip code.

XIX. AWARD

It is the intent of Gwinnett County to award this contract to a single contractor. Award will be made to the supplier submitting the lowest responsive and responsible bid. However, 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.

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

BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
SECTION A: BALLOT PRINTING SERVICES					
1.	117,500 EA	14" BALLOTS SINGLE SIDED – One Card		\$	\$
2.	191,000 EA	14" BALLOTS DOUBLE SIDED – Two Card		\$	\$
3.	218,000 EA	18" BALLOTS SINGLE SIDED – One Card		\$	\$
4.	25,000 EA	18" BALLOTS DOUBLE SIDED – Two Card		\$	\$
5.	5 EA	SET-UP FEES PER ELECTION		\$	\$
SECTION A TOTAL					\$
SECTION B: VOTE BY MAIL BALLOT PROCESSING SERVICES					
1.	75,000 EA	14" BALLOTS DOUBLE SIDED (ENGLISH AND SPANISH)		\$	\$
2.	40,000 EA	18" BALLOTS DOUBLE SIDED (ENGLISH AND SPANISH)		\$	\$

COMPANY NAME: _____

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
3.	150,000 EA	18" BALLOTS DOUBLE SIDED x2 (TWO CARD/PAGE BALLOT) (ENGLISH AND SPANISH)		\$	\$
4.	5 EA	SET-UP FEES (PER ELECTION)		\$	\$
SECTION B TOTAL					\$
BID TOTAL (SECTION A + SECTION B)					\$

NOTE: Unit price MUST include delivery 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 _____



BL138-23, Provision of Ballot Printing and Vote by Mail Ballot Processing Services on an Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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



BL138-23, Provision of Ballot Printing and Vote by Mail Ballot Processing 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 where 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.