



February 20, 2025

**INVITATION TO BID  
BL026-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for the **Installation, Inspection, Maintenance, and Repair of Doors and Windows on an Annual Contract** with four (4) additional one-year options to renew for various Gwinnett County Departments.

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. March 12, 2025** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 p.m. Apparent bid results will be available the following business day on our website [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

A pre-bid conference is scheduled for **10:00 a.m. on Friday, February 28, 2025** inside the Dogwood Conference room located at the Gwinnett County Purchasing Division, 75 Langley Drive - Second Floor, Lawrenceville, Georgia 30046. All bidders are strongly urged to attend. Questions regarding bids should be directed to Alexis Mckennery, Purchasing Associate II, at [alexis.mckennery@gwinnettcountry.com](mailto:alexis.mckennery@gwinnettcountry.com), no later than **3:00 p.m. March 4, 2025**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to ADA Director, 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 service provider submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

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

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

Alexis Mckennery  
Purchasing Associate II

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

**Bid Schedule, Pages 21-26  
References, Page 27  
Contractor Affidavit, Page 28  
Code of Ethics, Page 29  
List of Subcontractors, Page 30**

## **INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR OF OVERHEAD, AUTOMATIC, INTERIOR AND EXTERIOR DOORS AND WINDOWS**

### I. Introduction

The purpose of this Request for Bid is to detail the requirements for the installation, inspection, maintenance, and repair of overhead, automatic, interior and exterior doors and windows encompassing various Gwinnett County locations, and to maintain their compliance with regulatory requirements. These services are needed to maintain the efficient and reliable operation of these facilities on a continual 24-hour basis. The work will be divided into two elements:

- 1) An Annual Program of Preventative Maintenance to be performed at set intervals with a set fee schedule.
- 2) Service calls and repairs to be performed on a time and material basis.

The work will be awarded to multiple service providers, Bidders are NOT required to submit bid pricing for all categories to be considered. The categories are as follows: 1) Overhead doors, 2) Automatic doors 3) Interior & Exterior doors 4) Windows.

### II. Scope of Work

Qualified service provider(s) shall furnish materials, supplies, parts, devices, tools, labor, technical knowledge, and skills necessary to perform all operations. In addition, service provider shall conduct complete inspection and testing service of all automatic doors, emergency, and overhead bay doors, as well as County selected emergency exit doors. Perform preventative maintenance on automatic and overhead doors as identified herein, perform maintenance and repair of standard doors and windows, and provide emergency repair services as requested by the County.

Service Provider shall provide the required preventative maintenance for all overhead doors and automatic doors on a quarterly basis, and emergency exit doors on an annual basis. Documentation of service and inspections shall be provided on forms similar to the form provided as stipulated in Section VIII. All forms used will require approval of the Designated Department Representative prior to use and acceptance.

Gwinnett County reserves the right to add facilities/services during the contract period at a mutually agreeable and comparable rate, and to remove facilities as needed. The Purchasing Division representative will provide written confirmation of any additions or deletions. There is no guaranteed minimum scope of service.

### III. General Requirements

Each service provider should completely satisfy themselves as to the exact nature and existing conditions of all sites and requirements and specifications for the extent and quality of work to be performed. Prior to bid submission. Failure to do so will not relieve the service provider of their obligation to carry out the provisions of this contract.

All repairs shall be completed in a neat and professional manner and in accordance with the applicable industry standards and codes. Equipment, materials, parts, and lubricants supplied shall be new, of a quality conforming to current engineering and manufacturing standards, free of defects, suitable for the intended service, and must meet or exceed the original manufacturer's specifications. Materials supplied by the service provider shall carry the manufacturer's standard new material warranty.

#### a. Warranty

The Service provider shall be responsible for maintaining and executing manufacturer's warranty or provide a 90-day warranty on parts, whichever is longer. and a 30 day warranty on labor for all repairs provided under

this contract. The warranty period shall extend from the date of completion of the repair. The service provider shall warrant both his materials and workmanship. If any of the work is found defective or not in accordance with the service request or applicable codes and standards,

The Service provider shall correct warranty work with a repair crew at the facility within one (1) business day. If after initial warranty site visit service provider is unable to resolve request, it will be the responsibility of the service provider to provide a written timeline for completing repair.

Where applicable, repair and maintenance procedures and activities shall comply with the standard operational and maintenance requirements for manufacturers of the equipment or apparatuses.

b. Included in Scope

The service provider shall be capable of supplying or procuring all transportation, equipment, materials, parts, and supplies needed to provide the services requested. This requirement extends to equipment such as ladders, personnel lifts, and specialized tools or machinery. Circumstances may arise that requires the use of specialized equipment. In which case, rental rates for additional ladders, lifts and/or any other additional equipment required to complete repairs shall be stated on bid schedule and shall be agreed to prior to deploying additional equipment. Rentals must be approved by the Designated Department Representative and shall be billed using the material markup rates as stated in the Bid Document.

c. Site Protection

The service provider will be responsible notifying Designated Department Representative with details of the incident and the timeline for repairing any damage done to a facility as a result of the service provider or his work without additional cost to Gwinnett County.

d. Hours

Hours of Service: Standard Service Requests shall be performed within normal business of 8:00 a.m. to 5:00 p.m.( 8:00 a.m. to 3:00 p.m. for the Department of Water Resources), Monday through Friday except for the County's and the service provider's official holidays.

Response to emergency repair is of the utmost importance in this contract. See Section V. c and d for details. Gwinnett County reserves the right for all departments to utilize this contract for repairs.

#### IV. Annual Program of Preventative Maintenance

The County has designated a list of facilities for which it requires a set schedule of preventative maintenance tasks. The minimum services covered under this section are described under Section VIII. The frequency of service is specified herein, as well as the actual months of service. The awarded service provider shall be responsible for all listed work items and their associated costs. Included in, but not limited to, these costs are administration, supervision, travel, equipment and tools necessary to perform the services, including hand tools, drills, ladders, cleaning agents, personnel time; and consumable materials such as lubricants and gloves. All Preventative maintenance shall be billed at rates as stated in the Bid Document and shall be free of mark-ups of any kind.

If during the preventative/ scheduled maintenance services, the service provider determines the need for repair or replacement of automatic, overhead or emergency exit, door parts, components or units, the scope of which extends beyond the assigned preventative/ scheduled maintenance tasks. The service provider shall promptly notify the Designated Department Representative, while on site, and proceed with the repair and/ or replacement of the items per the Designated Department Representatives direction. These repairs and replacements shall be performed under the Time and Materials element of the agreement. Service Call charges shall not be allowed for such repairs.

As part of its services the awarded service provider shall be responsible for confirming and updating the facility, and subsequent equipment inventory. See Section IX.

a. Intervals

Service provider shall provide quarterly PM service for automatic doors.

Service provider shall provide quarterly PM service of overhead doors.

Service provider shall provide annual PM service to requested emergency exit doors with panic hardware. See estimated quantities.

- b. Pricing for services in Section IV shall include administrative, transportation, labor, expertise, tools and parts necessary to perform necessary to perform the periodic Maintenance tasks.
- c. Documentation, including checklists and photographs shall be provided within 2 business days of Maintenance services.
- d. Overhead and automatic door facility locations and quantities are listed in Section IX.

V. Time and Material Services

a. Basic Scope

The service provider shall provide door and window repair services on an as needed basis in response to service calls (and as noted in Paragraph I.A., as discovered necessary during preventive maintenance services.) hardware, including, but not limited to, locks, latches, handles, closers, panic bars shall be included in the Scope. The service provider shall be available on a 24 hour/7day per week (including holidays) basis and shall respond to service requirements at all facilities listed in Section IX. The service provider shall provide all of the transportation, equipment, labor, parts and materials needed to complete necessary repairs due to service calls.

b. Service Requests

The service provider shall provide these Time and Material services in response to specific service requests made by the Designated Department Representative. Prior to the start of services under this Agreement the County shall provide the service provider a list of what other personnel may submit a service request to the service provider. Service requests will be submitted by telephone or email. The work order number on the service request must be referenced on all invoices and service reports.

c. Emergency Requests

The County will at certain times when life safety or major impacts to facility operations submit a request as an emergency.

d. Response Time

The service provider should respond with repair crew at the facility within one (1) business days for normal business requests. The service provider must acknowledge emergency requests within two (2) hours and respond to emergency calls, in the field within three (3) hours. Normal business requests should be 7:00 am to 5:00 pm Monday through Friday. Hours of individual facilities varies by the nature of services offered and detailed facility hours is provided. Recognized holidays for the County are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day. This response time is a critical requirement of this contract, and the service provider's failure to consistently adhere to this requirement shall be considered non-performance. During normal business hours, a Designated Department Representative may deem a situation emergent, at which time, the service provider shall respond under emergency protocol.

## VI. Invoicing

### a. Basis of Compensation for T&M program

Compensation to the service provider for service call responses will be based on the hourly labor rates provided in the bid for the contract, the actual cost of parts plus a percentage markup indicated in the Bid Document (but not to exceed the percentages provided in the bid schedule) and a fixed Service Call Charge when applicable. Hours shall be calculated daily from the time the service provider's personnel arrives at a service location until the personnel leaves the site. Travel time to and from the location will not be compensated, and travel time away from the service location will not be compensated on an hourly basis. However, one Service Call Charge of a fixed amount may be added to a service call to cover all travel time, including time away from the service site to pick up parts or materials. Emergency rates shall apply to all requests submitted as emergencies by the DESIGNATED DEPARTMENT REPRESENTATIVE. Overtime labor rates may be charged for time outside of the "normal hours" specified in the bid. Parts and equipment rentals must be itemized and billed at actual cost plus the pre-determined markup. Subcontractors will be billed at the markups as stated in the Bid Document. The service provider also agrees that it will provide documentation of costs for parts, material, and rentals upon request of the County. This is accomplished by attaching the itemized invoice. Sub-contractor services when authorized by the County shall be billed at cost plus the same mark-up utilized for parts and materials. Sub-contractor costs must be documented. For Fire only, If tension springs are replaced using the extra set in the facility, another set of springs are to be ordered to replace the springs on location to ensure there is no lead time for emergency spring replacement.

### b. Basis of Compensation for PM Program

The awarded service provider shall prepare and submit to the County a Preventive Maintenance Checklist for each preventive maintenance visit completed. The Preventive Maintenance Checklist must be a comprehensive account of all services performed, to include at a minimum the tasks listed in Section A and B and must be signed and dated by the journeyman and a Designated Department Representative from the facility where the services were performed, if applicable. A legible copy of the completed Checklist must be submitted to the Designated Department Representative, in the month of service, prior to invoicing. The failure by the service provider to submit these Checklists in a timely manner for scheduled preventive maintenance visits may be cause for the County to withhold payment for that service element in a particular month. The format for the Preventive Maintenance Checklist must be approved by the County prior to the start of services under this Agreement. There shall be one checklist per door. This checklist is in addition to a completed work order that includes labor hours and materials used, if applicable. The service provider is responsible for working with the County to develop a format and maintain all checklists for the duration of this contract. The service provider must include in Preventative Maintenance Work Summary the actual number of man hours utilized to complete the Preventative Maintenance. The service provider must include on each Preventative Maintenance summary a list of all materials used and installed during that Preventative Maintenance. This is to ensure doors are serviced on this Preventative Maintenance. All work performed on site as part of this Preventative Maintenance shall be documented and submitted electronically to the Designated Department Representative, prior to leaving the work site, that the work is complete. In addition, any items found that need noting, a digital photo of item, within the report, shall be included in the work summary, so that items that need repairs can be done so in a timely manner. If for whatever reason, this is not possible, the technician must call the Designated Department Representative and inform him/her that the work is incomplete. This does not relieve the service provider of providing the digital notification of work complete.

## VII. Applicable Documents, Standards and Specifications

The material supplied shall comply with manufacturer's standard requirements where applicable and in effect at time of such repair. All installation and repairs shall be completed in a neat and workmanlike manner and in accordance with any local and/or State requirements.

a. Scheduling

The units are located in various facilities throughout the County. The awarded service provider(s) shall coordinate all work with the appropriate Designated Department Representative.

Awarded service provider(s) shall familiarize themselves with the existing facilities to be inspected and serviced, locations, and other details, which may affect bidding. Unit pricing must be all inclusive on Inspections, Maintenance, as set forth in the scope of work unless designated "upon request". Service Provider(s) acknowledge, by signing the bid documents, a full and complete understanding of the extent and nature of the work required and the conditions surrounding the performance.

NOTE: The awarded service provider(s) shall be responsible to contact the Designated Department Representative, as indicated in the list provided, to schedule a site visit if necessary.

b. Additional Charges

NO additional charges will be paid on this contract to include travel time, mileage, disposal fees, or miscellaneous shop charges. All invoices must adhere strictly to Bid Document.

c. Utilization of Personnel.

It is expected that the service provider will perform these tasks with its own staff, however, some equipment may require specialized journeyman for repair. In such case subcontractors shall be permitted with prior approval from the Designated Department Representative. Billed at the subcontractor markup rates as stated in the Bid Document.

d. Service provider Qualifications

The qualifications and experience of the service provider are critical to the County, which must have assurances that the selected firm is a responsible organization capable of performing the requested services. To confirm such capabilities, the service provider shall provide the information requested. This information is needed by the County to determine the ability of the service provider to carry out the services and meet the obligations of the annual contract. The County also reserves the right to request additional information and/or to make further investigations to determine the service provider's ability to perform. The service provider's failure to provide the information requested, to complete the forms in full, or to provide other information requested by the County may be cause for the County to declare the service provider non-responsive. The County also reserves the right to reject any service provider on the evidence the service provider furnishes, or investigation of the service provider fail to satisfy the County that such service provider is properly qualified to carry out the obligations. Gwinnett County requires that all repair and maintenance services provided under this annual contract be furnished directly by qualified service technicians for all the applicable equipment.

The automatic and overhead door inspection and maintenance company shall have been in the business of automatic, overhead door, interior and exterior doors an inspection and maintenance for the past five (5) years. Please list similar facilities serviced under the contract on the reference sheet. These sites should have equipment similar to the units under each section of the bid schedule. Contact names provided should be of the user department service is being provided for. The County reserves the right to request additional sites to be submitted.

Service provider(s) shall employ qualified mechanics and must submit with bid the Employee Qualifications form included in the bid documents.

In the event of an employee turnover, the successful service provider must provide the County with a replacement journeyman to service this contract. The new journeyman must follow all the requirements set

forth in this solicitation. The successful service provider must provide to the County the name of the employee leaving and the name of the new employee that will be servicing this contract. Before the employee can start work on this contract, the successful service provider must supply a copy of all of the documentation indicated above.

A journeyman level service technician is defined as a technician having the minimum requirement of five years mechanical experience with automatic doors and overhead doors, interior and exterior doors and windows.

## VIII. Checklists

### **PM Checklist Automatic Doors**

Service Quarterly

General Information

- Location:
- Date:
- Technician Name:
- Next PM Due:
- Size:
- Make & Model:
- Serial Number

#### 1. Visual Inspection

- Check door condition (frame, panels, glass) for any visible damage or wear.
- Inspect seals (top, bottom, sides) for wear, cracking, or dirt.
- Check threshold for damage, dirt, or debris accumulation.
- Ensure door signage (e.g., safety signs) is clear and intact.
- Inspect door tracks for damage, misalignment, or debris.

#### 2. Mechanical Components

- Check hinges and pivots (if applicable) for wear and smooth operation.
- Inspect rollers, bearings, and sliders for damage or excessive wear.
- Lubricate rollers, hinges, and tracks (use manufacturer-recommended lubricant).
- Inspect door closers (if applicable) for proper function and leakage.
- Check safety sensors (motion, infrared, or pressure sensors) for cleanliness and alignment.
- Ensure emergency manual release mechanism is functional and accessible.

#### 3. Electrical Components

- Test automatic opening and closing mechanism for proper operation.
- Inspect control board and wiring for any signs of damage, wear, or loose connections.
- Check power supply to ensure the door operates on the correct voltage and without interruption.
- Test battery backup (if applicable) to ensure proper charge and operation during power failure.
- Inspect photo-eye sensors for alignment, cleanliness, and proper functionality.
- Test door activation system (push button, remote, card reader, etc.) to ensure it is working properly.

#### 4. Safety Features

- Verify safety sensors' response when detecting an obstruction (doors should reverse direction or stop).
- Test emergency stop function to ensure doors immediately halt when triggered.
- Check for any obstruction in the door path (including physical barriers, dirt, or foreign objects).
- Test audible and visual warning signals (if applicable) for proper function when doors are in motion.
- Ensure door speed complies with safety guidelines (should not be too fast to avoid injury).

## 5. Performance Testing

- Check door open/close speed (manufacturer's recommendation).
- Test full door cycle (open/close) at least 5 times to ensure smooth operation.
- Ensure doors open fully and close completely without delay or resistance.
- Check automatic re-close feature (if applicable) to confirm it activates after the door fully opens.

## 6. Cleaning & Maintenance

- Clean glass and door panels to remove dirt, smudges, or buildup.
- Remove debris from door tracks, threshold, and around sensors.
- Clean sensors and control boards with a dry cloth (avoid harsh chemicals).
- Wipe down weather seals to prevent dirt accumulation and ensure a proper seal.

## 7. Documentation & Recommendations

- Log any issues found (parts needing replacement, damage, etc.).
- Provide any repair recommendations (e.g., parts needing immediate attention).
- Document service history (previous repairs, upgrades, etc.).
- Record any parts replaced (part numbers, quantities, etc.).
- Make note of any adjustments made to door settings, speed, alignment, or sensors.

## **PM Checklist for Overhead Doors**

### Quarterly service

#### General Information:

- Date of Inspection:
- Inspected by:
- Facility/Location:
- Door(s) Model(s):
- Serial Number

## 1. Visual Inspection

- Inspect door panels for any visible damage (dents, cracks, etc.)
- Check door tracks for alignment and integrity.
- Examine springs for wear, cracks, or rust.
- Inspect cables for fraying or damage.
- Check rollers for wear, cracks, or dirt buildup.
- Verify seals (top, bottom, sides) for wear and proper contact with the floor.
- Inspect weather stripping for any signs of wear or gaps.
- Examine the door frame for any structural damage.

## 2. Mechanical and Moving Parts

- Lubricate door rollers, hinges, and tracks with appropriate lubricant.
- Ensure all moving parts operate smoothly without jerking or sticking.
- Check tension springs and adjust as necessary (be mindful of spring tension levels).
- Inspect the chain drive or belt drive for proper tension and wear.
- Clean and lubricate the opener chain or drive mechanism.
- Check gear and sprocket system for wear and proper alignment.

## 3. Electrical Components (If Applicable)

- Inspect the opener's electrical connections for signs of wear or overheating.
- Test emergency backup power (if applicable).
- Inspect safety sensors for proper alignment and cleanliness.
- Ensure the opener's photo eyes and safety sensors are clear from obstructions.
- Test the door opener's limit settings (both open and close positions).
- Check wiring for any exposed or damaged wires.

- Test remote control and keypad functionality.

#### 4. Safety Checks

- Test safety reverse system: Place an object under the door and ensure it reverses automatically when contacting the object.
- Check the manual release mechanism to ensure it operates smoothly and safely.
- Inspect the door's balance by opening and closing it manually. The door should remain in place when lifted halfway.
- Verify that the door fully opens and closes without obstruction.
- Test the door opener's emergency release mechanism.
- Ensure all safety decals and warning signs are clearly visible and legible.

#### 5. Structural and Support System

- Inspect door frame and mounting brackets for looseness or damage.
- Check that all fasteners (nuts, bolts, screws) are properly tightened.
- Examine support beams and headers for structural integrity.
- Inspect door seals and weatherstripping for proper fit, wear, or damage.

#### 6. Functional Test

- Test door operation from both interior and exterior controls.
- Test automatic open/close cycle.
- Test manual operation (if applicable).
- Check for unusual noise, vibration, or movement during operation.

#### 7. Cleaning

- Clean door panels and remove any debris, dirt, or grease.
- Clean and inspect the tracks for buildup of dust or grime.
- Wipe down all exposed cables and springs to remove dirt and debris.
- Clean the opener unit and surrounding area.
- Ensure no obstructions in or near the door tracks.

#### 8. Documentation

- Record any issues identified during the inspection.
- Note any parts that may need replacement or further attention.
- Schedule any necessary repairs or adjustments.
- Confirm next scheduled maintenance.

### Emergency Exit Door PM Checklist

Frequency: Annual

#### 1. General Inspection:

- Door Condition: Check for any visible damage, such as dents, rust, or cracks.
- Door Alignment: Ensure the door is properly aligned with the frame and closes tightly without gaps.
- Weatherstripping: Verify that weatherstripping is intact and securely attached.
- Door Frame: Inspect the door frame for any structural issues or signs of deterioration.

#### 2. Locks & Latches:

- Lock Functionality: Verify that locks (if applicable) are functional and operate smoothly. Emergency exit doors may be required to have push-bar mechanisms, not locks that require keys.
- Panic Bar/Exit Device: Check that the panic bar/exit device operates without obstruction. The bar should be easy to push and return to its resting position.
- Latch Mechanism: Ensure the latch engages and releases properly without sticking or excessive force.
- Security Seals: If required, ensure that security seals are intact and have not been tampered with.

### 3. Door Hardware:

- Hinges: Check hinges for rust, damage, and wear. Ensure they are properly lubricated and secure.
- Closer Mechanism: Verify that the door closer functions as expected—ensuring the door closes smoothly and fully after being opened. Test the closing speed to meet code requirements.
- Emergency Exit Signage: Ensure exit signs are properly illuminated, visible, and in good condition (both in daylight and with backup power if applicable).

### 4. Accessibility & Clearances:

- Pathway Obstruction: Ensure the exit door and surrounding area are free from obstacles. Check for any items that may block or restrict access.
- Signage: Verify that emergency exit signage is clearly visible and conforms to fire safety codes.
- Clear Opening: Ensure that the door opens fully (minimum 90 degrees) and can be used without obstruction.

### 5. Fire Safety Compliance:

- Fire-Rated Door: Ensure the door is labeled as fire-rated (if required) and inspect the condition of the fire rating label.
- Smoke Seal: Inspect smoke seals to ensure they are intact, undamaged, and properly positioned.
- Automatic Fire Door Release: For automatic fire doors, test the door release mechanism to ensure it functions correctly in the event of a fire.

### 6. Electrical & Power (if applicable):

- Battery Backup: For powered doors, test backup batteries and ensure they hold charge.
- Wiring: Check for visible signs of wear, damage, or exposed wiring around the door and related components (e.g., automatic openers).
- Exit Light Backup: Ensure exit lights are working properly with sufficient battery life for emergency situations.

### 7. Emergency Exit Testing:

- Operation Test: Conduct a test to confirm that the door opens easily in an emergency (check panic hardware, push bars, or automatic openers).
- Alarm Testing: If the door is equipped with an alarm, test it to ensure it activates correctly when the door is opened.
- Documentation: Ensure maintenance records are updated and include the date and nature of any repairs or adjustments made.

### 8. Compliance Review:

ADA Compliance : Here is the information for door opening force and closing speed requirements:

1. Closing speed for doors or gates with closers (2010 ADA Accessibility Standards 404.2.8.1)
  - a. 5 second minimum closing speed (to go from 90 degrees to 12 degrees from the latch)
2. Spring Hinges (not sure if any doors have this, but wanted to include it just in case) (2010 ADA Accessibility Standards 404.2.8.2)
  - a. 1.5 seconds minimum (to go from 70 degrees to closed)
3. Interior hinged doors and gates, and sliding or folding doors (2010 ADA Accessibility Standards 404.2.9)
  - a. 5 pounds opening force maximum (22.2N)
4. Exterior doors
  - a. No opening force requirement
  - b. Best practice between 8.5-10 pound maximum opening force

5. Fire doors:
  - a. Minimum opening force allowable by the appropriate administrative authority. 15 pounds (67N) if this 2018 version of the GA State Minimum Building Code is the most recent version.
6. Chapter 10 Means of Egress: Means of Egress, Georgia State Minimum Standard Building Code 2018 | UpCodes
  - a. 1010.1.3

See 2010 ADA accessibility standards:

- Local Code Compliance: Verify that the emergency exit doors meet local building and fire safety codes, including accessibility standards (e.g., ADA compliance).
- Regulatory Inspections: Check that all necessary inspections (e.g., fire marshal, building inspector) are up to date.

#### IX. Service Locations

<b>Section A - Department of Fire and Emergency Services</b>	
<b>Facility Location</b>	<b>Description</b>
Fire Station #01 165 Lawrenceville St. Norcross, GA 30071 Ph # 678-518-5001	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #02 12 Harmony Grove Rd. Lilburn, GA 30047 Ph # 678-518-5002	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #03 4394 Five Forks Trickum Rd. Lilburn, GA 30047 Ph # 678-518-5003	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #04 5550 Spalding Dr. Norcross, GA 30092 Ph # 678-518-5004	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #05 3001 Old Norcross Rd. Lawrenceville, GA 30045 Ph # 678-518-5005	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Fire Station #06 3890 Johnson Dr. Snellville, GA 30039 Ph # 678-518-5006	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #07 3343 Bunten Rd. Duluth, GA 30096 Ph # 678-518-5007	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Fire Station #08 2295 Brannan Blvd. Grayson, GA 30017 Ph # 678-518-5008	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4

<b>Section A - Department of Fire and Emergency Services</b>	
<b>Facility Location</b>	<b>Description</b>
Fire Station #09 & Medic I 1900 Five Forks Trickum Rd. Lawrenceville, GA 30044 Ph # 678-518-5009	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #10 1131 Rock Springs Road Lawrenceville, GA 30043 Ph # 678-518-5010	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Fire Station #11 5885 Live Oak Pkwy. Norcross, GA 30093 Ph # 678-518-5011	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Fire Station #12 2815 Lenora Church Rd. Snellville, GA 30078 Ph # 678-518-5012	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Fire Station #13 105 Main Street Suwanee, GA 30024 Ph # 678-518-5013	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Fire Station #14 1600 Highway 23 Buford, GA 30518 Ph # 678-518-5014	Apparatus Bay Door Count: 5 Safety Edge: 5 Photo-Electric Eyes: 5 Operators: 5
Fire Station #15 199 Scenic Hwy Lawrenceville, GA 30045 Ph # 678-518-5015	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6 Light Curtains and signals: 6
Fire Station #16 195 Dacula Rd. Dacula, GA 30019 Ph # 678-518-5016	Apparatus Bay Door Count: 2 Safety Edge: 2 Photo-Electric Eyes: 2 Operators: 2
Fire Station #17 2739 Brooks Rd. Dacula, GA 30019 Ph # 678-518-5017	Apparatus Bay Door Count: 2 Safety Edge: 2 Photo-Electric Eyes: 2 Operators: 2
Fire Station #18 1515 Mineral Springs Rd. Hoschton, GA 30548 Ph # 678-518-5018	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Fire Station #19 3275 N. Berkeley Lake Rd. Duluth, GA 30096 Ph # 678-518-5019	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6

<b>Section A - Department of Fire and Emergency Services</b>	
<b>Facility Location</b>	<b>Description</b>
Fire Station #20 1801 Cruse Rd. Lawrenceville, GA 30044 Ph # 678-518-5020	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6  POD Building Bay Door Count: 2 Safety Edge: 2 Photo-Electric Eyes: 2 Operators: 2
Fire Station #21 470 Old Peachtree Rd. Suwanee, GA 30024 Ph # 678-518-5021	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #22 2180 Stone Dr. Lilburn, GA 30047 Ph # 678-518-5022	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #23 4355 Steve Reynolds Blvd. Duluth, GA 30096 Ph # 678-518-5023	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #24 2735 Mall of GA. Blvd. Buford, GA 30519 Ph # 678-518-5024	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6  POD Building Bay Door Count: 2 Safety Edge: 2 Photo-Electric Eyes: 2 Operators: 2
Fire Station #25 3575 Lawrenceville Hwy. Lawrenceville, GA 30044 Ph # 678-518-5025	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #26 6075 Suwanee Dam Rd. Sugar Hill, GA 30518 Ph # 678-518-5026	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #27 2825 Old Fountain Rd. Dacula, GA 30019 Ph # 678-518-5027	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #28 3725 Rosebud Rd. Loganville, GA. 30052 Ph # 678-518-5028	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4

<b>Section A - Department of Fire and Emergency Services</b>	
<b>Facility Location</b>	<b>Description</b>
Fire Station #29 2800 Thompson Mill Rd. Buford, GA 30519 Ph # 678-518-5029	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4
Fire Station #30 1052 Ozora Rd. Loganville, GA 30052 Ph # 678-518-5030	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Fire Station #31 1061 Collins Hill Road Lawrenceville, GA 30043 Ph# 678-518-5031	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6
Logistical Support (Resource Management) 450 Hosea Rd. Lawrenceville, GA 30045 Ph# 678-518-4940	Apparatus Bay Door Count: 4 Safety Edge: 4 Photo-Electric Eyes: 4 Operators: 4 Gate Operator: 1
Fire Training Center Apparatus Building 3608 Braselton Highway Dacula, GA 30019 Ph# 678-518-6801	Apparatus Bay Door Count: 6 Safety Edge: 6 Photo-Electric Eyes: 6 Operators: 6 Gate Operator: 1
Fire Training Center Butler Building 3608 Braselton Hwy. Dacula, GA 30019	Apparatus Bay Door Count: 3 Safety Edge: 3 Photo-Electric Eyes: 0 Operators: 3
Fire Academy Annex (Old Station 18) 3600 Braselton Hwy. Dacula, GA 30045 Ph # 678-518-6801	Apparatus Bay Door Count: 2 Safety Edge: 2 Photo-Electric Eyes: 2 Operators: 2
Apparatus Management 650 Swanson Drive Lawrenceville, GA 30043 Ph # 678-518-6590	Apparatus Bay Door Count: 18 Safety Edge: 18 Photo-Electric Eyes: 0 Operators: 18 Gate Operator: 1
SCBA Repair Facility Maintenance/Apparatus 650 Swanson Drive Lawrenceville, GA 30045 Ph# 678-518-6600	Apparatus Bay Door Count: 2 Safety Edge: 2 Photo-Electric Eyes: 2 Operators: 2
Facilities Management 1890 Five Forks Trickum Rd. Lawrenceville, GA 30045 Ph # 678-518-6500	Apparatus Bay Door Count: 3 Safety Edge: 0 Photo-Electric Eyes: 0 Operators: 3

<b>Section B - Police Services</b>	
<b>Facility Location</b>	<b>Description</b>
Police Training/Firing Range 854 Winder Hwy Lawrenceville, GA 30043	Five Roll Up 10' x 10' One Roll Up 8' x 10'
Police Hangar 600 Briscoe Blvd Lawrenceville, GA 30046	One Roll Up 12' x 17' Two Sliding 25' x 22'
Police Headquarters 770 Hi Hope Rd. Lawrenceville, GA 30043	Two Roll Up 12' x 16' One Roll Up 8' x 10' Three Sectional 12' x 10'
Police SWAT-HDU-K9 Facility 854 Winder Hwy Lawrenceville, GA 30043	Sixteen Roll Up 14' x 14' Sixteen electric openers

<b>Section C - Department of Support Services</b>	
<b>Facility Location</b>	<b>Description</b>
Gwinnett Justice & Administration Center 75 Langley Drive Lawrenceville, GA 30046	One roll-up metal, 17'-6" x 16', electric operator Two roll-up metal, 16' x 8', electric operator
Charolette J. Nash Court Building 75 Langley Drive Lawrenceville, GA 30046	Six roll up doors RYTECH highspeed
Gwinnett Courts Annex 115 Stone Mountain St. Lawrenceville, GA 30046	Two Roll Up Doors 12' x 14', electric operator One Roll up 9' x 16', electric operator
Gwinnett Senior Services Center 567 Swanson Dr Lawrenceville, GA 30043	Two Roll Up Doors 8' x 8', manual operator
Gwinnett Medical Examiner's Center 320 Hurricane Shoals Rd. Lawrenceville, GA 30046	Two 12' x 12', electric operator
Central Services Facility 455 Grayson Hwy. Lawrenceville, GA 30045	One Roll Up Door, 6'-2" x 7'-4" manual operator Two Roll Up doors, 7'-6" x 8' manual operator
DOT Maintenance Barn 1 2992 Bart Johnson Rd. Buford, GA 30519	Sectional Door 14' x 14' , electric operator
DOT Maintenance Barn 2 4181 Abbots Bridge Rd. Duluth, GA 30096	Sectional Door 14' x 14' , electric operator
DOT Maintenance Barn 3 425 Hoke O'Kelly Mill Rd. Loganville, GA 30052	Sectional Door 14' x 14' , electric operator
DOT Maintenance Barn 5 4115 Arcadia Industrial Circle Lilburn, GA 30047	Sectional Door 14' x 14' , electric operator

<b>Section C - Department of Support Services</b>	
<b>Facility Location</b>	<b>Description</b>
DOT Central Facility 620 Winder Hwy. Lawrenceville, GA 30045	One Roll Up Door, 8' x 8' , manual operator Four Roll Up Doors, 12' x 8' , electrical operator Three Roll Up Doors, 14' x 12' , electrical operator Three Roll Up Doors, 20' x 14' , electrical operator Three Roll Up Doors, 10' x 8' , manual operator
Bill Atkinson Animal Welfare Center 884 Winder Hwy Lawrenceville, GA 30045	Four Sectional 10' x 12' , electric operator One Sectional 8' x 9' , electric operator
DOT Airport Office & Police Aviation 600 Briscoe Blvd. Lawrenceville, GA 30046	One Roll Up Door 14' x 14', electric operator
Records Management Warehouse 1050 Grayson Hwy Lawrenceville, GA 30046	Two Roll up doors 102" X 10' Two Roll up doors 126" X 12'
Fleet Management Facility 620 Swanson Drive Lawrenceville, GA 30043	Twenty-one sectional 14' x 14' metal heavy shop, electrical operator with 30' ceiling Four Sectional 14'x 14' metal light shop, electrical operator One Roll-Up Door 14'-6" x 14' parts storeroom, electrical operator Two roll-up doors 12' x 12' car wash, manual operator Two roll-up doors 4' x 5' parts counter, manual operator
Lawrenceville Branch Library HQ 1001 Lawrenceville Hwy. Lawrenceville, GA 30046	One Roll Up 10' x 8', manual operator

<b>Section D – Department of Support Services – Automatic Doors</b>	
Buford & Sugar Hill Branch Library 2100 Buford Hwy. Buford, GA 30518	Centerville Branch Library & Community Center 3025 Bethany Church Road Snellville, GA 30039
Collins Hill Branch Library 455 Camp Perrin Road Lawrenceville, GA 30043	Dacula Branch Library 265 Dacula Road Dacula, GA 30019
Duluth Branch Library 3180 Main St Duluth, GA 30096	Five Forks Branch Library 2780 Five Forks Trickum Road Lawrenceville, GA 30044
Grayson Branch Library 700 Grayson Parkway Grayson, GA 30017	Hamilton Mill Branch Library 3690 Braselton Hwy Dacula, GA 30092
Lawrenceville Branch Library & HQ 1001 Lawrenceville Hwy. Lawrenceville, GA 30046	Lilburn Branch Library & City Hall 340 Main St. Lilburn, GA 30047
Mountain Park Branch Library 1210 Pounds Road Lilburn, GA 30047	Norcross Branch Library 5735 Buford Hwy., NW Norcross, GA 30071

<b>Section D – Department of Support Services – Automatic Doors</b>	
Peachtree Corners Branch Library 5570 Spalding Drive, NW Norcross, GA 30092	Elizabeth Williams Branch Library 2275 Wisteria Dr. Snellville, GA 30078
Suwanee Branch Library 3621 Main Street Suwanee, GA 30024	Bill Atkinson Animal Welfare 884 Winder Hwy Lawrenceville, GA 30045
Centerville Senior Center 3075 Bethany Church Road Snellville, GA 30039	Gwinnett Historic Courthouse 185 Crogan Street Lawrenceville, GA 30046
Gwinnett Justice & Admin. Center 75 Langley Drive Lawrenceville, GA 30046	Lawrenceville Senior Center 225 Benson Street Lawrenceville, GA 30046
OneStop Norcross 5030 Georgia Belle Court Norcross, GA 30093	North Tag Office 2735 Mall of Georgia Blvd Buford, GA 30519
Snellville Tag Office 2845 Lenora Church Road Snellville, GA 30078	Charlotte J, Nash Court Building 75 Langley Dr. Lawrenceville, GA 30046
<b>Section E - Department of Water Resources</b>	
<b>Facility Location</b>	<b>Description</b>
Lanier Filter Plant 2601 Buford Dam Road Buford, GA 30158	Chemical Building 6x8 Maintenance Shop 14x14 Tunnel 12x14 5Kv 10x10 25Kv 10x10 EQ 8x9 Sed. Basin 8x8 Warehouse 10x10 Residual Main Doors (4) 14x14 Residual Small Door 10x14 Residual Inside 15x10 High Service 10x14 High Service Electrical 10x10
Shoal Creek Filter Plant 1755 Buford Dam Road Buford, GA 30518	Three Maintenance Shop 16' x 16' electric One High Service Building 12' x 12 electric One High Service Building 12' x 8' electric One Chemical Building 10' x 12' electric One Chemical Building 15' x 15' electric One Ozone Building 10' x 10' electric One Warehouse Doors 15' x 14' manual One Warehouse Doors 15' x 14' electric Two Raw Water 12' x 10' manual One Raw Water Material Lift 7' x 8' Manual One 25KV Building 12' x 12' manual

<b>Section E - Department of Water Resources</b>	
<b>Facility Location</b>	<b>Description</b>
Shoal Creek Raw Water Facility 1620 Buford Dam Road Buford, GA 30518	Two 12' x 10' manual
Bogan Road Booster Station 2868 North Bogan Road Buford, GA 30519	One 8' x 6' manual
Grayson Booster Station 300 Grayson New Hope Road Grayson, GA 30017	One 12' x 12' Cornell electric
Norcross Booster Station 278 Langford Drive Norcross, GA 30091	One 8' x 8' manual
Crooked Creek WRF 6557 Plant Drive Norcross, GA 30092	One Blower Room, 11'-4" x 14', electric operator One Maintenance Room (Dewatering Bldg.), 13'-8" x 14', electric operator One dumpster bay (Dewatering Bldg. front), 13'-8" x 14', electric operator
Crooked Creek WRF 6557 Plant Drive Norcross, GA 30092	One dumpster bay (Dewatering Bldg. rear), 13'-8" x 14', electric operator One Operator's Garage (Administration Bldg.), 13'-8" x 10', electric operator One Grit Bldg., metal 13'-8" x 14' electric operator One Odor Control Bldg., 12' x 16' electric operator One Headworks Bldg., two 12' X 16'-8" electric operator
Yellow River WRF 858 Tom Smith Road Lilburn, GA 30047	Three Maintenance Bldg. 14'x14' electric operator One Preliminary Odor Control Bldg. 14'x20' electric operator One Fine Screen/Lime Bldg. 12'x14' electric operator One Fine Screen/Lime Bldg. 10'x14' electric operator One Membrane Bldg. 12'x14' electric operator One Membrane Bldg.12'x16' electric operator One 10'X10' electric operator, PEB Three 10'x8' electric operator ,PPT
NBC Pump Station 2735 Springdale Road Snellville, GA 30039	One 12' x 14' manual
LBH Pump Station 2680 Centerville-Rosebud Road Loganville, GA 30052	One 12' x 12' manual
Brooks Rd Booster Station 1180 Brooks Road Lawrenceville, GA 30045	One 14' x 14' manual
Alcovy River Booster Station 1344 Highway 29 Dacula, GA 30019	One 14' x 14' manual

Section E - Department of Water Resources	
Facility Location	Description
F. Wayne Hill Water Resources Center 3320-C Financial Ctr. Way Buford, GA 30519	<p>Operations Bldg.            One 10' x 8'-1" manual            One 8' x 12'-1" manual            One 12' x 14' manual</p> <p>North Chemical Bldg.            Four 12' x 12' electric            Two 14' x 12' electric            One 10' x 10' electric</p> <p>Primary Bldg.            Four 14' x 14' electric            Two 12' x 12' electric            Two 12' x 8' electric            One 10' x 10' electric            One 9' x 12' electric            One 9' x 11' electric</p> <p>One Blower Bldg. #2 14' x 14' electric            One High Lime Electrical Bldg. 12' x 12'-1" manual            Two Chemical Clarifier Bldg. 12' x 16' electric            One South Chemical Bldg. 14' x 14' electric</p> <p>Solids Bldg.            Ten 14' x 14' electric            One 8' x 8' electric</p> <p>Two Post Ozone Bldg. 10' x 10' electric</p> <p>Old Membrane Bldg.            One 10' x 10'-1" electric            One 10' x 10'-3" electric</p> <p>One Effluent Electrical Bldg. 9'-3" x 9'-3" manual            One GAC Blower Bldg. 10' x 12' electric            Two East Chemical Bldg. 12' x 12' electric            Three Nutrient Recovery Bldg. 12' x 14' manual</p>
Ivy Creek Pump Station 3320-C Financial Ctr. Way Buford, GA 30519	One 8'-5" x 12' manual
Beaver Ruin PS 3530 Cruse Road Lawrenceville, GA 30045	Two Original Electrical Bldg. 13'-6" x 20' manual sliding hanger
Central Facility DWR 684 Winder Highway Lawrenceville, GA 30045	<p>Five Main Bldg. 16' x 14' electric            Two Main Bldg. handicap access door actuator, electric            Two Pump Stations Maintenance Bldg. 16' x 14' electric            One Pump Stations Maintenance Bldg. 14' x 12' electric            Twelve Vac Truck Storage Bldg. 14' x 12' electric            Four Warehouse Shed 12' x 10' manual</p>
Suwanee Creek Pump Station 1758 Peachtree Industrial Blvd. Suwanee, GA 30024	One 12'-5" x 10'-5" Electric

<b>Section E - Department of Water Resources</b>	
<b>Facility Location</b>	<b>Description</b>
Rockbridge Tank and Booster Pump Station 303 Rockbridge Rd Lilburn, GA 30047	One 12' x 12' manual
Sherwood Pump Station 3850 Tuggle Rd. Buford, GA 30519	One 12'-7" x 12'-5" Electric
Sunny Hill Booster Station 2109 Sunny hill Rd. Lawrenceville, GA 30043	One 12' x 12' electric One 12' x 8' electric
Rock Quarry Tank & Booster Station 2710 West Rock Quarry Rd. Buford, GA 30519	One 12' x 12' Electric
Lanier Mountain Tans and Booster Station 2286 Highpoint Road Snellville, GA 30078	Four 12' x 12' manual
Apalachee River Pump Station 2898 Harbins Rd Bethlehem, GA	One 12' x 14' Electric

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**BID SCHEDULE**

<b>SECTION A - Preventative and Routine Maintenance -Overhead Doors Department of Fire and Emergency Services</b>					
<b>Item #</b>	<b>Description</b>	<b># of Units</b>	<b># of Locations</b>	<b>Quarterly Unit Price</b>	<b>Annual Price</b>
1.	Apparatus Bay Door	4	16	\$	\$
	Safety Edge				
	Photo-Electric Eyes				
	Operators				
2.	Apparatus Bay Door	6	14	\$	\$
	Safety Edge				
	Photo-Electric Eyes				
	Operators				
3.	Apparatus Bay Door	2	6	\$	\$
	Safety Edge				
	Photo-Electric Eyes				
	Operators				
4.	Apparatus Bay Door	5	1	\$	\$
	Safety Edge				
	Photo-Electric Eyes				
	Operators				
5.	Fire College Apparatus Storage Building	6	1	\$	\$
6.	Apparatus Management	18	1	\$	\$
7.	Facilities Management	3	1	\$	\$
<b>SECTION A - FIRE FACILITIES TOTAL</b>				\$	
<b>Section B- Preventative and Routine Maintenance – Overhead Doors – Department of Police</b>					
<b>Item #</b>	<b>Description</b>			<b>Quarterly Unit Price</b>	<b>Annual Price</b>
1.	Police Training - Firearms Building			\$	\$
2.	Police Aviation			\$	\$
3.	Police Headquarters			\$	\$
4.	Police SWAT-HDU-K9 Facility			\$	\$
<b>Section B – Department of Police Total:</b>				\$	

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

Bid Schedule Continued

Item #	Description	Quarterly Unit Price	Annual Price
<b>SECTION C - Preventative and Routine Maintenance -Overhead Doors</b>			
<b>Department of Support Services</b>			
1.	Gwinnett Justice & Administration Center	\$	\$
2.	Gwinnett Courts Annex	\$	\$
3.	Gwinnett Senior Services Center	\$	\$
4.	Gwinnett Medical Examiner's Office	\$	\$
5.	Central Services Facility	\$	\$
6.	DOT Maintenance Barn 1	\$	\$
7.	DOT Maintenance Barn 2	\$	\$
8.	DOT Maintenance Barn 3	\$	\$
9.	DOT Maintenance Barn 4	\$	\$
10.	DOT Central Facility	\$	\$
11.	Bill Atkinson Animal Welfare Center	\$	\$
12.	DOT Airport Office	\$	\$
13.	Fleet Management Facility	\$	\$
14.	Lawrenceville Branch Library and HQ	\$	\$
15.	Charlotte J. Nash Court Building	\$	\$
<b>Section C – Department of Support Services Total:</b>			\$
Item #	Description	Quarterly Unit Price	Annual Price
<b>SECTION D - Preventative and Routine Maintenance – Automatic Doors</b>			
<b>Department of Support Services</b>			
1.	Buford & Sugar Hill Branch Library (2 sets)	\$	\$
2.	Centerville Branch Library & Community Canter (2 sets)	\$	\$
3.	Collins Hill Library (2 sets)	\$	\$
4.	Dacula Branch Library (2 sets)	\$	\$
5.	Duluth Branch Library (2 sets)	\$	\$
6.	Five Fork Branch Library (2 sets)	\$	\$
7.	Grayson Branch Library (2 sets)	\$	\$
8.	Hamilton Mill branch Library (2 sets)	\$	\$
9.	Lawrenceville branch Library and HQ (2 sets)	\$	\$
10.	Lilburn Branch Library & City Hall (5 sets)	\$	\$
11.	Mountain Park Branch Library (2 sets)	\$	\$
12.	Norcross Branch Library (2 sets)	\$	\$
13.	Peachtree Corners Library (2 sets)	\$	\$

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

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## Bid Schedule Continued

Item #	Description	Quarterly Unit Price	Annual Price
<b>SECTION D - Preventative and Routine Maintenance – Automatic Doors Department of Support Services</b>			
14.	Snellville Branch Library (2 sets)	\$	\$
15.	Suwanee Branch Library (2 sets)	\$	\$
16.	Bill Atkinson Animal Welfare Center (1 set)	\$	\$
17.	Centerville Senior Center (1 set)	\$	\$
18.	Gwinnett Historic Courthouse (1 set)	\$	\$
19.	Gwinnett Justice & Administration Center (6 sets)	\$	\$
20.	Lawrenceville Senior Center (2 sets)	\$	\$
21.	OneStop Norcross (3 sets)	\$	\$
22.	North Tag Office (2 sets)	\$	\$
23.	Snellville Tag Office (2 sets)	\$	\$
24.	Former Duluth Library (1set)	\$	\$
25.	Charlotte J. Nash Court Building (16 sets)	\$	\$
<b>Section D – Department of Support Services – Automatic Doors Total:</b>			\$
<b>SECTION E - Preventative and Routine Maintenance – Overhead Doors Department of Water Resources</b>			
1.	Lanier Filter Plant	\$	\$
2.	Shoal Creek Filter Plant	\$	\$
3.	Shoal Creek Raw Water Facility	\$	\$
4.	Bogan Road Booster Station	\$	\$
5.	Grayson Booster Station	\$	\$
6.	Norcross Booster Station	\$	\$
7.	Crooked Creek WRF	\$	\$
8.	Yellow River WRF	\$	\$
9.	F. Wayne Hill Water Resource Center	\$	\$
10.	NBC Pump Station	\$	\$
11.	LBH Pump Station	\$	\$
12.	Brooks Road Booster Station	\$	\$
13.	Alcovy River Booster Station	\$	\$
14.	Ivy Creek Pump Station	\$	\$
15.	Beaver Ruin Pump Station	\$	\$
16.	Central Facility DWR	\$	\$
17.	Suwanee Creek Pump Station	\$	\$
18.	Rock Bridge Booster Station	\$	\$
19.	Sherwood Pump Station	\$	\$
20.	Sunny Hill Booster Station	\$	\$
23.	Rock Quarry	\$	\$
24.	Lanier Mountain Booster Station	\$	\$
25.	Apalachee River Pump Station	\$	\$
<b>Section E – Department of Water Resource Total:</b>			\$

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

**Bid Schedule Continued**

<b>SECTION F - ON-CALL HOURLY RATES FOR OVERHEAD/AUTOMATIC DOOR REPAIRS</b>						
<b>Item #</b>	<b>Description</b>	<b>Approx. Annual</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	
1	State hourly rate for regular hours	600	hour	\$	\$	
2	State hourly rate for overtime / emergency hours	100	hour	\$	\$	
3	State fixed rate for trip charge (round trip)	50	trip	\$	\$	
4	State percentage increase above service provider's cost for equipment, materials, and parts used in repairs, maintenance, installations and subcontractors.	\$60,000.00		%	\$	
<b>SECTION F - ON-CALL HOURLY RATES FOR OVERHEAD/AUTOMATIC DOOR REPAIRS - TOTAL:</b>				\$		
<b>SECTION G - TIME AND MATERIAL FOR EXTERIOR AND INTERIOR DOOR INSTALLATION AND REPAIRS</b>						
<b>Item #</b>	<b>Description</b>	<b>Approx. Annual</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	
1	State hourly rate for regular hours	1000	hour	\$	\$	
2	State hourly rate for overtime hours / emergency hours	200	hour	\$	\$	
3	State fixed rate for trip charge (round trip)	30	trip	\$	\$	
4	State percentage increase above service provider's cost for equipment, materials, and parts used in repairs, maintenance, installations, and subcontractor.	\$60,000.00		%	\$	
<b>SECTION G - TIME AND MATERIAL FOR EXTERIOR/INTERIOR DOOR INSTALLATION AND REPAIRS - TOTAL:</b>				\$		

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

**Bid Schedule Continued**

SECTION H - TIME AND MATERIAL FOR WINDOW INSTALLATION AND REPAIRS					
Item #	Description	Approx. Annual	Unit	Unit Price	Total Price
1	State hourly rate for regular hours	1000	hour	\$	\$
2	State hourly rate for overtime hours / emergency hours	200	hour	\$	\$
3	State fixed rate for trip charge (round trip)	30	trip	\$	\$
4	State percentage increase above service provider's cost for equipment, materials, and parts used in repairs, maintenance, installations, and subcontractor.	\$60,000.00		%	\$
<b>SECTION H - TIME AND MATERIAL FOR WINDOW INSTALLATION AND REPAIRS - TOTAL:</b>				<b>\$</b>	
<b>SECTION A - DEPARTMENT OF FIRE AND EMERGENCY SERVICES FACILITIES - OVERHEAD DOORS TOTAL:</b>				<b>\$</b>	
<b>SECTION B - DEPARTMENT OF POLICE - OVERHEAD DOORS TOTAL:</b>				<b>\$</b>	
<b>SECTION C - DEPARTMENT OF SUPPORT SERVICES - OVERHEAD DOORS TOTAL:</b>				<b>\$</b>	
<b>SECTION D - DEPARTMENT OF SUPPORT SERVICES - AUTOMATIC DOORS TOTAL:</b>				<b>\$</b>	
<b>SECTION E - DEPARTMENT OF WATER RESOURCES - OVERHEAD DOORS TOTAL:</b>				<b>\$</b>	
<b>SECTION F - ON-CALL FOR OVERHEAD AND AUTOMATIC DOOR REPAIRS TOTAL:</b>				<b>\$</b>	
<b>SECTION G - TIME AND MATERIAL FOR EXTERIOR AND INTERIOR DOOR INSTALLATION AND REPAIRS TOTAL:</b>				<b>\$</b>	
<b>SECTION H - TIME AND MATERIAL FOR WINDOW INSTALLATION AND REPAIRS TOTAL:</b>				<b>\$</b>	
<b>GRAND TOTAL (SECTIONS A-H):</b>				<b>\$</b>	

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 April 18, 2025 or upon Board of Commissioners approval.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.			
Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

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

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

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" and all documents referred to therein, 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 quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this 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 Vendors.

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

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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

E-mail address \_\_\_\_\_

REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed within the last five (5) years.

1. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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





### 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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at [GwinnettCounty.com](http://GwinnettCounty.com)





**Insurance:**

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of

Commissioners. The Contractor and their Subcontractor’s/vendor’s Certificates of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification, or non-renewal of any insurance policy listed on the certificate(s). Upon request, the County will be provided certified copies of all required insurance policies.

**A. Minimum Coverage**

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.
- Primary and Non-Contributory Endorsement to be specified in writing
- 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
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
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- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker’s Compensation & Employer’s Liability Coverage to include:

Workers Compensation Employers Liability	Georgia State Statutory Limits
Bodily Injury by Accident – Each Accident	\$ 500,000
Bodily Injury by Disease – Policy Limit	\$ 500,000
Bodily Injury by Disease – Each Employee	\$ 500,000

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (higher limits may be required depending on the extent of contract):

Contract Sums:

Contracts up to \$999,999	
Each Occurrence and Aggregate Limit	\$1,000,000
Contracts from \$1,000,000 to \$1,999,999	
Each Occurrence and Aggregate Limit	\$3,000,000
Contracts from \$2,000,000 to \$4,999,999	
Each Occurrence and Aggregate Limit	\$5,000,000
Contracts Over \$5,000,000	
Each Occurrence and Aggregate Limit	\$10,000,000

- Concurrence of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.
- Evidence of coverage in the form of a Certificate of Insurance shall be provided to the County prior to start of work.
- Gwinnett County Board of Commissioners shall be Additional Insureds.
- Contractor shall be liable for money, securities, or other property of the County.
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Cyber Liability Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive data (including but not limited to personally identifiable, health, or payment card data) or the related hosting of database(s) or internet site(s):

Limit of Insurance per Claim	\$1,000,000
Aggregate Limit	\$1,000,000

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Property Insurance:

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of the Contractor's work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of, Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
- If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
- The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.

B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.

C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.

D. Certificate Holder should read:

Gwinnett County Board of Commissioners

75 Langley Drive

Lawrenceville, GA 30046-6935

E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County 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-7 or better.

F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of

non- admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non- resident.

- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.
- H. 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 compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is primary over any insurance program carried by the County.
- J. 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. The Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. 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 a 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.
- L. The Contractor and its insurer(s) 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.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is 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.
- N. The Contractor shall make available to the County, through its records or the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. 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.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.

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

## BL026-25

**Buyer Initials: AM**

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

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

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

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

SIGNATURE

**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 (61<sup>st</sup>) 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 E02011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.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@gwinnettcounty.com](mailto:vendorelectronicpayment@gwinnettcounty.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.