



November 4, 2025

**INVITATION TO BID
BL104-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Provision of Galaxy Access Control System Integrator Services on an Annual Contract** for the Department of Support Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on November 21, 2025** at the Gwinnett County Financial Services - Purchasing Division – 4th Floor, Charlotte J. Nash Building, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website www.GwinnettCounty.com.

Questions regarding bids should be directed to Bethany White, Purchasing Associate II, at Bethany.White@GwinnettCounty.com or by calling 770-822-5149, no later than **9:00 A.M. on November 19, 2025**. Bids are legal and binding upon the vendor when submitted.

Successful contractor will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-7 or higher.

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

The written 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 vendor(s) at its discretion.

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

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

Bethany White
Purchasing Associate II

The following pages should be returned with your bid:

**Bid Schedule, Pages 12-13
References, Page 15
Code of Ethics Affidavit, Page 17
Contractor Affidavit & Agreement, Page 18**

The Gwinnett County Board of Commissioners (the County) is soliciting competitive sealed bids from qualified services providers for galaxy access control system integrator services on an annual contract. The service provider shall furnish all insurance, transportation, materials, supplies, parts, test equipment, instrumentation, apparatus, services, tools, project management, supervision, labor, technical knowledge, skills, and all things necessary to provide the outlined services. The service provider shall be an authorized dealer for Galaxy access control product prior to the award of this contract and must maintain all relevant certifications listed below for the duration of this contract.

I. **SCOPE OF SERVICES**

The County operates and maintains a countywide Galaxy access control system. The Department of Support Services (DoSS) will manage this contract with Fire, Police, and Water Resources also utilizing this contract. Galaxy system support and related integration services are required to assist with its operations, routine maintenance, repairs, and installation projects. Services needed may include but not necessarily be limited to the following: preventative maintenance, emergency repairs, system design, programming, third party integrations, operational support, and other system installation services. The contract shall be awarded based on the pricing provided in response to this solicitation. Nevertheless, the County reserves the right to add and/or delete panels, point-to-point intercoms, and equipment during the contract period.

A. **Preventative Maintenance Agreement Task**

1. Field Control Panel Preventative Maintenance – The service provider shall perform preventative maintenance visits to each of the County’s control panels. The Preventive Maintenance checks listed are a MINIMUM of tasks that the County requires to be performed. However, it is the responsibility of the awarded service provider to review the manufacturers preventive maintenance procedures and provide these back to the County. If there are additional tasks recommended, the County will update these procedures. This will assure all types of equipment are maintained as recommended to prolong the life of each unit.

i. **Control Panel**

1. Check all connections for loose wiring.
2. Verify condition of all boards, CPU batteries, and fuses
3. Verify all panel battery voltages. All batteries must be marked with the date of installation. Any battery older than 3 years or are not maintaining voltages shall be replaced at the time of inspection.
4. Verify all power supplies are providing the manufacture specified voltage
5. Apply any identified security patches and firmware upgrades as approved by DoSS

ii. **Card Reader**

1. Verify operation of reader by presenting a valid card
2. Verify proper voltages for locking hardware and reader
3. Verify proper operation of door locking hardware(strikes, maglocks, etc.)
4. Adjust and lubricate, as needed, for proper operation
5. Verify door position switch operates correcting. Adjust or repair as necessary.
6. Verify operation of any push to exit or request to exit devices(if applicable). Adjust or repair as necessary.

iii. **Inputs/Outputs** – All testing must be coordinated with DoSS and Sheriff Department.

1. Door release buttons – Verify operation of the button and that the assigned door releases upon activation.

2. Intercom door release – Verify that activation of the intercom release feature releases the assigned door.
3. Panic/Duress buttons – Verify that a button press notifies Command as well as energize the associate horn and/or strobe.
4. Exit Doors – Verify proper operation of the delayed egress function of each door and that all exterior exit doors notify Command upon opening.
5. Monitored doors – Verify that any operations of the door notifies Command

The service provider shall provide a written report detailing the services to each panel including but not limited to date, time, hours spent, task performed, and recommendation within 7 days of the service visit. The service provider shall notify the County representative immediately with any items identified as deficient and make any repairs identified which are under \$2,000.00 at the time of the inspection. No additional trip or service charges shall be billed for these repairs. The service provider shall provide a schedule insuring all sites are visited within each calendar year. The intent is for site visits to be evenly distributed throughout the year, visiting approximately a quarter of the control panels every three months.

2. **Server/Workstation Preventative Maintenance** – The service provider shall perform all software manufacturer recommended server maintenance including, but not limited, to security patches, software updates, database management and clean up. All activities need to be coordinated with the DoSS. The service provider shall provide a written report detailing the services provided including but not limited to date, time, hours spent, task performed, and any recommendations within 5 days of the service visit.
3. **System Software Updates – One annual Galaxy system server software upgrade is required and must be included in the preventive maintenance cost listed on the bid schedule. This is required so that the County is always operating on the latest software version.** Inform DoSS of any additional software updates, patches, or security updates that would be of benefit to the County. Install any interim system updates at the request of DoSS as needed.
4. The service provider shall provide unit pricing for upgrading each client workstation. Approximate quantity of 30 workstations located at various Police, Fire, DWR , and GJAC locations.
5. System Firmware Updates – Inform DoSS of any firmware updates, patches, or security updates that would be of benefit the County. The service provider shall provide unit pricing for firmware upgrades at all access control panels.
6. At no additional cost, the service provider must provide recommendations for the following as soon as the need is known:
 - i. Hardware Upgrades
 - ii. Software Programming
 - iii. Hardware End of Life
 - iv. Support Cut-Offs
 - v. Discontinued Parts
 - vi. Any Recalls

B. Troubleshooting & Emergency Repair – The service provider shall provide time and material repairs to address issues with Galaxy system equipment, network, and software. Emergencies require an on-site response time of 4 hours (24/7). This includes normal

business days, after-hours, holidays, and weekends from receipt of notification. If the issue can't be resolved by the on-site technician a Galaxy Tech Support representative is required to be onsite within 24 hours of any system emergencies that can possibly interfere with the County's normal operations. Service providers shall maintain adequate stock levels locally to address common repairs without having to order parts or have material lead time issues for repairs. Repairs shall be billed based on the time and material rates listed. Any equipment, parts or supplies directed by County designated personnel to be provided by the service provider shall be the same manufacturer as existing equipment standards and shall be the equivalent model unless approved otherwise by County designated personnel. Reimbursement for service provider supplied equipment shall be billed as a direct cost plus a standard markup, as listed on the bid schedule. Actual receipts shall be provided as back up for all invoices.

- C. Defined Scope Project or Task Work Order** – Upon a request from County designated personnel, the service provider shall be required to submit a not-to exceed quote for the scope of work. The requested quote must be itemized according to the awarded hourly rates and percentage mark-up.
- 1. Parts and Supplies** – Any equipment, parts or supplies directed by County designated personnel to be provided by the service provider shall be the same manufacturer as existing equipment standards and shall be the equivalent model unless approved otherwise by County designated personnel. Reimbursement for service provider supplied equipment shall be billed as a direct cost plus a standard markup. Actual receipts shall be provided as back up for all invoices.
 - 2. Hardware Engineering and Design Layout** – Provide design and drafting services for any new processes or sites and all related equipment, including power and low voltage cabling, control panels, door and lock hardware, computer software and hardware, programming, integration services.
 - 3. Installation** – Provide installation services including installation of all Galaxy hardware and software and any associated third-party equipment, programming, configuration, and on-site services in support of County access control systems and point-to-point intercoms under the oversight of County designated personnel.
 - 4. Third Party Integrations** – The service provider shall be capable of integrating the County's existing CCTV, intercom, and other third-party systems into the access control system.
 - 5. User Training and Documentation** – Provide applicable end-user training for any software or hardware upgrades and replacements. Ensure required user operation and maintenance manuals and supporting documents are updated and provided to County designated personnel. This is to be paid per technician's hourly rates on the bid schedule.

II. GENERAL REQUIREMENTS

A. Service Reporting

The service provider must notify the Designated Department Representative prior to leaving the work each day to provide a status update on completion.. Under no circumstance shall the service provider leave the work location without being able to secure the site or have coordinated with Representative a plan to secure.

In addition, the service provider must provide digital notification of work completed within forty-eight (48) hours of completion of work.

The report must include the following items.

- A service report tracking number found on initial service request (work order number)

- Location of Services – Facility Name/Address
- Detailed description of problem found must include equipment ID, location, area served, and equipment affected.
- Personnel utilized and hours of service for each day, if multiple
- If multiple staff are utilized, specify hours for each and specific tasks for each.
- All items addressed and materials used.
- Description of components services, including manufacturer, model, and serial numbers for items removed as well as new items installed.
- Photos of issue before resolved and after resolution. The service provider can choose to have a link in work order to attachments to prevent large documents in email.

B. Availability and Response Time

The service provider shall be available on a 24 hour/7day a week basis to respond to service requests and/or perform authorized work. The service provider shall respond to all service requests within two (2) hours. The designated department representative will indicate if a service request is an emergency that needs prompt attention. In emergency situations the service provider is required to respond to communication within two (2) hours and be on site within four (4) hours. If the issue can't be resolved by the on-site technician, Subject Matter Expert/s (SME) to be onsite within 24 hours of any system emergencies that can possibly interfere with the County's normal operations. Standard service requests and special projects will be scheduled at times convenient for the County and the service provider, but typically the service provider will be expected to start within two (2) days of receipt of the service request or written authorization as applicable, unless otherwise agreed upon in writing.

C. Compensation**a. Normal Business Hours/Overtime Rates**

Normal business hours are defined as 8:00 AM to 5:00 PM, Monday through Friday, excluding County and service provider's holidays. The service provider shall perform all non-emergency during normal working hours unless approved by the department representative. Hours shall be calculated daily from the time the service provider's personnel arrives at a service location until those personnel leave the site. Travel time to and from the location will not be compensated.

b. Parts and Materials

Parts will be reimbursed based on the actual cost of materials and parts plus a percentage markup. This markup (up to 15%) must be listed on the bid schedule Equipment, materials, and parts must be itemized and billed at actual cost plus the pre-determined markup. The service provider must provide documentation of costs for parts and materials and shall be submitted with the corresponding invoice. Subcontractor services, when authorized by the County, shall be billed at cost plus the same mark-up utilized for parts and materials. Subcontractor costs must be documented. Invoices will be compared to estimates/quotes for accuracy of pricing. Invoices must be submitted within fourteen (14) days of completion of work.

c. Trip Charge

One service call charge of a fixed amount may be added to a service call to cover all travel time, mileage, disposal fees, and any misc. shop charges including time away from the service site to pick up parts or materials.

D. Additional Charges

No additional charges will be paid on this contract.

E. Services in Excess of \$2,000.00

If the service provider expects a service to exceed \$2,000.00, the service provider shall contact the designated department representative prior to initiating the service and shall provide a written estimate of the costs. This estimate shall include a detailed listing of expected labor costs by personnel classification, rate, and hours; an itemized description of required equipment and parts and costs; and a schedule for when the work can be performed. This estimate must adhere to the rates as stated in the bid schedule. This estimate must be approved in writing by the County representative and the written authorization must be retained and submitted by the service provider to the County with the final service provider Service Report.

F. Special Installation/Replacement Projects

The County may on occasion require that the service provider participate in a pre-planned access control and/or security project utilizing the types of equipment described within this procurement. In such cases, the Designated Department Representative will provide a scope of services for said project and request a written cost estimate and schedule from the service provider. The service provider shall prepare its estimate based on the unit costs in the bid schedule. The County has no projection of the number and magnitude of such project level work, and will request such work from the service provider only if it is in its best interest in terms of cost, schedule, and convenience.

G. Sub-Contractors

- a. The service provider shall be prepared to perform all of the services called for under this contract with its own forces, and the bid schedule should reflect this approach. Nevertheless, the County, on occasion, may require the service provider to utilize specialty sub-contractors when the service provider does not have the in-house expertise. In such cases, the designated department representative shall approve, in-writing, such sub-contractors before they are utilized. Sub-contractor expenses shall be billed as "reimbursable" at the documented actual costs plus the service provider's pre-determined mark-up for parts/materials.

III. PERFORMANCE STANDARDS AND QUALITY ASSURANCE**A. Installation and Material Standards**

All repairs and installations shall be completed in a neat, competent, and skillful manner and in accordance with the applicable codes and standards of the authorities having jurisdiction. Equipment, materials, and parts supplied shall be new, of a quality conforming to current engineering and manufacturing standards, free of defects, and suitable for the intended service. When applicable, repair and installation activities and procedures shall comply with the standard operational and maintenance requirements of the manufacturers of the equipment or parts.

All installations and repairs must comply with National Electric Code (NEC) & National Fire Protection Association (NFPA) and Gwinnett County Standards (to be provided to the awarded service provider upon award).

The County, additionally requires the following:

- a. Cat 6 solid copper, green cable.
- b. Yellow plenum rated zip ties.
- c. Yellow card access cable (for ease of identification).
- d. Continuous wiring with no splices.
- e. Cable trays or bundling with wires supported independently.
- f. AC power on a dedicated circuit for feeding the Galaxy System.
- g. AC and low-voltage wiring protected by surge protection at the Galaxy panel, power supply, card reader panel, or any other applicable panels in new installations.

- h. All panels UL-listed.
- i. Firestopping complying with NEC, NFPA, and UL installation methods.
- j. Low-voltage wiring 300V or 600V rated, NEC/UL listed, and plenum-rated for installation.
- k. Fiber optic cable installed in EMT, PVC, or armored cable unless otherwise noted and approved by Support Services.
- l. Low-voltage wiring bend radii complies with NEC requirements.
- m. Low-voltage wiring complies with NEC or UL standards for cable tie-down and support
- n. No splices permitted in low-voltage wiring installations.
- o. 6-foot service loop at each door location for low voltage wiring.
- p. NEC/UL-approved devices for low voltage connections and terminations.
- q. Low-voltage panel locations pre-approved by Support Services.
- r. Low-voltage door wiring individually labeled at the panel.
- s. 7 Ah battery backup within the panel for low-voltage panels, card access systems, and power supplies .
- t. White lettering on a black background for low-voltage wiring labels.
- u. Installation date labels for batteries.
- v. Fire code compliance for low-voltage systems.
- w. Panels serve only the floor on which they are installed.
- x. Dedicated, isolated relay for each door.
- y. Isolated power supply relay cabinet for each door.
- z. Cutsheets and submittal data provided for review prior to any new installations.
- aa. Products installed per the manufacturers published installation instructions.

B. Protection, Cleaning, and Restoration of Work Sites

The service provider shall keep work sites clean and free of debris. When providing services, the service provider shall maintain a level of cleanliness and neatness needed for proper execution of the work. The service provider shall keep newly installed work clean and protect it from damage. When services are complete, the service provider shall clean the work site, in all areas disturbed by its activities, of rubbish, waste material and litter, remove all tools, equipment and surplus materials from the site, and remove any temporary protection and facilities installed during services. Any surfaces and/or finishes that are damaged by the service provider's work shall be patched, repaired, and repainted to match surrounding area, at no cost to the County. The service provider also shall take precautions to protect trees, shrubbery, and sod at its service locations. Where such items are inadvertently destroyed or damaged, the service provider shall replace or restore, at no cost to the County.

C. Waste Disposal

The service provider shall dispose of all waste promptly and shall comply with government regulations and other legal requirements when doing so. The service provider shall not dispose of volatile wastes such as cleaning compounds, primers and solvents; in storm or sanitary drains, on pavements or in gutters, or in a manner that will contaminate soils or be harmful to plant life at the service location.

D. Safety Precautions and Requirements

- a. The service provider shall take precautions to prevent fires and facilitate fire-fighting operations. The service provider shall store flammable materials in non-combustible containers and store away from fire sources, and all flammable waste shall be regularly removed from the work site. The service provider also shall carefully supervise the operation of potential fire sources such as cutting and welding.
- b. The service provider shall take precautions to prevent accidents due to physical hazards. The service provider shall provide barricades and signs as required to protect The service provider's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations.

- c. The service provider shall provide and require use of safety equipment, clothing, and accessories as required by its work activities and safety regulations.

E. Warranties

The service provider shall warrant against failure of all materials and workmanship associated with its service request work for one (1) year after the date of acceptance of such work by the County. 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 warranted work promptly, at no cost to the County, after receipt of a written notice from the County to do so.

If a Manufacturer's warranty is in place that exceeds the one (1) year service provider warranty, it shall be the responsibility of the service provider to redeem the warranty and provide the warranty parts to the County at no additional cost. Labor may be added to these claims if applicable, per rates as stated in the bid schedule.

The service provider shall provide the County representative with copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the service provider. The service provider shall provide this warranty information whenever applicable.

D. Service Provider Qualifications

The following minimum criteria must be met by the service provider. Listed minimum qualifications must be maintained for the duration of the contract.

1. The service provider must maintain a fully staffed field office within a 50-mile radius of 75 Langley Drive, Lawrenceville, GA.
2. The service provider must use in-house staff personnel for the completion of any services performed for the County. No part-time staff or sub-contractors shall be used without approval from designated County personnel.
3. The service Provider shall provide a copy of a State of Georgia Unrestricted Low Voltage license. All County installations must be directly supervised by a Low Voltage License holder.
4. The service provider shall provide documentation to show license(s) to conduct business in the state of Georgia.
5. The service provider shall have on-call facilities to support the 24/7 service support.
6. The service provider must have and maintain status as a Galaxy dealers' representative for the entire term of this contract
7. Access control/security shall be the primary focus of their operations.
8. The service provider shall have been in business a minimum of five (5) years' operating under the same company name with a minimum of six (6) full-time technical staff who possess and maintain Galaxy certification as well as any required follow-up training. The Galaxy technicians shall be available to complete all tasks associated with this contract.
9. Service providers shall provide an organization chart showing all local resources as well as any outside teams that would be utilized in the execution of this contract.
10. The service provider shall submit resumes for each team member assigned to work on this contract.

List of Current Locations and Equipment

Location	Address	Primary CPU Count	Panels with Redundant CPU	Readers	Inputs	Outputs
DOT Airport Office & Police Aviation	600 Briscoe Blvd, Lawrenceville	1	1	2	0	0
Animal Welfare	884 Winder Hwy, Lawrenceville	1	1	9	0	0
Police Bay Creek 911 Annex	185 Ozoro Rd, Suite 185B, Loganville	2	2	16	2	0
OneStop Buford	2755 Sawnee Ave, Buford	1	1	7	0	0
Fleet Management	620 Swanson Dr, Lawrenceville	1	1	13	2	1
Central Services	455 Grayson Hwy, Lawrenceville	3	3	48	0	0
Courts Annex	115 Stone Mountain St, Lawrenceville	7	7	41	105	41
DOT Central	620 Winder Hwy, Lawrenceville	4	4	15	7	5
DWR Bogan Pump Station	2868 North Bogan Road NE, Buford	1	0	4	2	0
DWR Central	684 Winder Hwy. Lawrenceville	8	4	61	16	8
DWR Crooked Creek	6557 Plant Drive, Norcross	9	9	77	6	2
DWR Environmental Lab	1510 One Water Way, Buford	1	1	11	0	0
DWR F Wayne Hill Plant	1500 One Water Way, Buford	15	13	89	2	1
DWR Grayson Pump Station	300 Grayson New Hope Road, Grayson	1	1	3	0	0
DWR Lanier Facility	2601 Buford Dam Rd. Buford	19	16	83	4	3
DWR Norcross Booster Station	278 Langford Drive, Norcross	1	1	1	0	0
DWR Rock Quarry Pump Station	2710 West Rock Quarry Road, Buford	1	1	3	0	0
DWR Rockbridge Booster Station	303 Rockbridge Rd SW, Lilburn	1	1	4	0	0
DWR Shoal Creek Facility	1755 Buford Dam Rd. Buford	10	6	68	3	3
DWR Yellow River Facility	858 Tom Smith Rd. Lilburn	1	0	2	0	0
Fire Apparatus	650 Swanson Dr, Lawrenceville	1	0	2	2	1
Fire Administration HQ	408 Hurricane Shoals Rd, Lawrenceville	1	1	11	0	0
Fire Resource Management	450 Hosea Rd, Lawrenceville	1	1	6	0	0
Fire Training	3608 Braselton Hwy, Dacula	1	1	13	0	0
Fire Training Apparatus	3600 Braselton Hwy, Dacula	1	1	5	0	0
Former Duluth Library	3480 Duluth Park Ln, Duluth	1	0	1	0	0
Gwinnett Justice and Administration Complex	75 Langley Dr, Lawrenceville	31	31	92	248	90
Government Annex	750 S. Perry St, Lawrenceville	2	2	15	1	1
Gwinnett Senior Services	567 Swanson Dr, Lawrenceville	1	1	4	0	0

Location	Address	Primary CPU Count	Panels with Redundant CPU	Readers	Inputs	Outputs
Medical Examiner	320 Hurricane Shoals Rd, Lawrenceville	3	0	23	4	4
Nash Court Building	75 Langley Dr, Lawrenceville	16	15	172	99	29
OneStop Norcross	5030 Georgia Belle Ct, Norcross	1	1	13	0	0
One Justice	446 W. Crogan St, Lawrenceville	5	5	55	15	7
One Stop Centerville	3025-B Bethany Church Rd, Snellville	1	1	4	7	4
Peachtree Tag	6135 Peachtree Pkwy, Peachtree Corners	1	1	2	0	0
Police Annex 911 Center	800 Hi Hope Rd, Lawrenceville	2	2	28	0	0
Police Central Precinct	3125 Satellite Blvd, Duluth	1	1	7	0	0
Police East Precinct	2273 Alcovy Rd, Dacula	1	1	10	0	0
Police Fleet	770 Hi Hope Rd, Lawrenceville	1	1	7	0	0
Police Headquarters	770 Hi Hope Rd, Lawrenceville	2	2	32	0	0
Police North Precinct / Mall of Ga	2734 Mall of Georgia Blvd, Buford	1	1	8	0	0
Police South Precinct	2180 Stone Dr, Lilburn	1	1	8	0	0
Police Special Operations	854 Winder Hwy, Lawrenceville	3	3	17	6	2
Police Training	854 Winder Hwy, Lawrenceville	4	4	27	4	3
Police West Precinct	6160 Crescent Dr, Norcross	1	1	7	0	0
Records Management	1050 Grayson Hwy, Lawrenceville	2	2	19	4	4
Snellville Tag	2845 Lenora Church Rd, Snellville	1	1	6	0	0
	Totals	175	154	1,151	539	209

Bid Schedule

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Item#	Quantity	Description	Unit Cost	Total Cost
Section A – Preventative Maintenance Agreement				
1.	175	Preventative Maintenance Annual Inspection for Current CPU's (Lump Sum Fee)		\$
2.		Unit Price Per Panel for Preventative Maintenance Tasks – New Panels Added during Contract Term (Cost per Panel)	\$	
3.	30	Unit Price for Client Workstation Installation and/or Upgrade (Cost per Workstation)	\$	\$
4.	175	Unit Price per Panel for Firmware Upgrade (Cost per Panel)	\$	\$
5.	50	Annual Reader Licenses Fee for Additional Licenses added during contract term-	\$	\$
SECTION A TOTAL:				\$

Item #	Approx Annual Quantity	Description	Unit Cost	Total Cost
Section B – Troubleshooting & Emergency Time and Material Repairs				
5.	120 hrs.	State the Rate for Electrical Installation Labor Per Person During Normal Business Hours	\$	\$
6.	20 hrs.	State the Rate for Electrical Installation Labor Per Person After Normal Business Hours	\$	\$
7.	200 hrs.	State the Rate for Technician Labor Per Person During Normal Business Hours	\$	\$
8.	70 hrs.	State the Rate for Technician Labor Per Person After Normal Business Hours	\$	\$
9.	100 hrs.	State the Rate for Project Manager Labor Per Person During Normal Business Hours	\$	\$
10.	20 hrs.	State the Rate for Project Design Engineer	\$	\$
11.	20 hrs.	State the Rate for Project Drafter	\$	\$
12.	75 each	State Trip Charge	\$_____ per Trip	\$
13.	\$10,000.00	State percentage of increase above cost for all Non- Galaxy parts and materials (Not to EXCEED 15%)	_____%	\$
14.	\$40,000.00	All Galaxy hardware shall be based on the current manufacturer published list price minus the stated percentage of decrease off list price.	_____%	\$
SECTION B TOTAL				\$

Service Provider Name _____

BID SCHEDULE

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Item #	Approx Annual Quantity	Description	Unit Cost	Total Cost
Section C – Defined Scope Project or Task Work Order				
15.	40 hrs.	State the Rate for Electrical Installation Labor Per Person During Normal Business Hours	\$	\$
16.	20 hrs.	State the Rate for Electrical Installation Labor Per Person After Normal Business Hours	\$	\$
17.	40 hrs.	State the Rate for Technician Labor Per Person During Normal Business Hours	\$	\$
18.	10 hrs.	State the Rate for Technician Labor Per Person After Normal Business Hours	\$	\$
19.	20 hrs.	State the Rate for Project Manager Labor Per Person During Normal Business Hours	\$	\$
20.	40 hrs.	State the Rate for Project Design Engineer	\$	\$
21.	40 hrs.	State the Rate for Project Drafter	\$	\$
22.	\$5,000.00	State percentage of increase above cost for parts and materials (Not to EXCEED 15%)	_____ %	\$
23.	\$20,000.00	All Galaxy hardware shall be based on the current manufacture published list price minus the stated percentage of decrease off list price.	_____ %	\$
SECTION C TOTAL				\$
SECTION A, B & C TOTAL				\$

NOTES:

- Unit Price must include ALL charges, including delivery.
- If you are quoting an equivalent to the specified items, please send specifications with your submittal.

Service Provider Name _____

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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 January 1, 2026 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 will be a part of a renewal option, please note this in the space provided together with an explanation.

Option 1 Renewal (year two of contract period): _____ % Increase _____ % Decrease

Option 2 Renewal (year three of contract period): _____ % Increase _____ % Decrease

Option 3 Renewal (year four of contract period): _____ % Increase _____ % Decrease

Option 4 Renewal (year five of contract period): _____ % Increase _____ % Decrease

Explanation: _____

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

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

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to 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 _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____

E-Mail Address _____

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

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

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

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

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

Service Provider Name _____

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

BL104-25

Buyer Initials: BW

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____



BL104-25 - Provision of Galaxy Access Control System Integrator Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the vendor, 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

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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



BL104-25 Provision of Galaxy Access Control System Integrator Services on an Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



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

- Concurrency 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. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.
- 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 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.

**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 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 fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.

- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements where there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

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

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

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

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

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

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. **The Purchasing Division is located on the fourth floor of the Charlotte J. Nash Building. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED.**