



December 9, 2025

**INVITATION TO BID  
BL105-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for the **Provision of Pressure Washing Services on an Annual Contract** 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. local time on **January 27, 2025** at the Gwinnett County Financial Services - Purchasing Division – 4th Floor - 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 our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A pre-bid conference is scheduled for 10:00 a.m. on **Friday, December 19, 2025**, inside the Large Open Meeting Space located at the Gwinnett County Purchasing Division, 75 Langley Drive - fourth floor of the Charlotte J. Nash Building - Lawrenceville, Georgia 30046. All bidders are strongly urged to attend. Questions regarding bids should be directed to Savannah Anderson, Purchasing Associate II, at [Savannah.Anderson@GwinnettCounty.com](mailto:Savannah.Anderson@GwinnettCounty.com) or by calling 770-822-8736, no later than **Friday, January 2, 2025**. Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

Successful service providers 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 contractor(s) 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](http://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.

Savannah Anderson  
Purchasing Associate II

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**The following pages should be returned in duplicate as your bid:** Bid Schedule, Page 17-19  
Qualification Forms, Pages 20-21  
E-Verify, Page 23  
List of Subcontractors, Page 24  
Code of Ethics, Page 25

**A. Statement of Work**

The Gwinnett County Board of Commissioners (GCBOC) intends to obtain the services of qualified firm(s) to provide cleaning and pressure washing services on an as needed basis. Work will be awarded based on a combination of responsiveness to the request, qualifications and experience of the service provider, references, and cost.

Service provider shall furnish all insurance, transportation, materials, equipment, supplies, pumps, piping and hoses, parts, services, tools, supervision, labor, and all things necessary to provide cleaning and pressure washing services to Gwinnett County on an on-call basis in accordance with the attached Specifications. The actual volume of work performed is not guaranteed and subject to change.

Services may be required at any County location. Regardless of the location, it is the service provider's responsibility to determine the equipment needed, furnish the labor, equipment, and materials for completing the work, and clean-up the site. Gwinnett County will furnish the water required for the work; however, some locations may require the vendor to provide a water tank, fill it up at another facilities, and transport it to the required location. The service provider is responsible for providing the necessary labor, materials, and equipment to transport the water from its source to the area of work.

Proposed cleaning and pressure washing services shall be written out and presented as a detailed Work Order prior to the start of the work. All costs, assumptions, and exclusions shall be included in the Work Order form and involve the use of the specific identified materials, labor, and equipment actually used to complete the cleaning and pressure washing service.

Work shall be performed on a not to exceed lump sum cost based on labor and equipment rates as noted in the Bid Schedule and in accordance with the following minimum specifications.

**B. General Requirements**

This submission will assist Gwinnett County in selecting firms to provide cleaning and pressure washing services for various facilities throughout the County including concrete and steel tanks; brick, masonry, and concrete buildings; sidewalks and driveways; and any other structures or surfaces deemed necessary by the County.

GCBOC needs sufficient information to determine the selected vendor has the necessary equipment, experience, and qualifications necessary to complete the anticipated work in a professional manner, without risk of damage to the structures/surfaces to be cleaned.

Proposed bid prices in the Bid Schedule will cover all labor, equipment, tools, chemicals, materials, and accessories required to complete the services proposed under this contract. The full cost of bid preparation is to be borne by the bidding firm.

Gwinnett County normal business hours are 7:00AM to 4:00PM Monday – Friday. This may vary by location.

Locations will be given at the time service is requested.

**I. Qualifications**

If requested, the Bidder will be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon, and that they have the necessary personnel, equipment, experience and financial resources to provide the proposed services requested. At a minimum, the service provider shall meet the following qualification requirements:

1. A minimum of 3 years of experience in providing cleaning and pressure washing services including high pressure (4,500 psi) water (hot or cold), chemical solution pressure washing, soft pressure washing, and abrasive mix pressure washing.
2. Proven ability to provide pressure washing on structures up to 40 feet tall or within a structure that is up to 40 feet deep.
3. Own and maintain pressure washing equipment capable of:
  - a. providing washing pressures between 2,000 psi and 4,500 psi
  - b. providing hot or cold water pressure washing
  - c. being used with chemical (detergents, bleach, etc.) feeding equipment
  - d. being used with abrasive media feeding equipment
4. Experience with providing pressure washing services for the following types of structures/surfaces. Provide three (3) different owners/customers in the last 3 years, for each of the following areas.
  - a. Concrete tanks/structures
  - b. Prestressed concrete tanks
  - c. Brick and/or masonry buildings

**II. Availability of Equipment and Personnel**

Provide the following information on the forms provided:

1. Provide a list of company owned equipment that will be utilized for this contract.
2. Identify the number of experienced (2 years minimum) personnel available within the metropolitan Atlanta area who will provide service under this contract.
3. Identify the individual who will be responsible for field operations during pressure washing service. A supervisor/manager must be available at all times, either on-site or via phone, while work is being performed.

**C. Minimum Specifications for Cleaning and Pressure Washing Services****1. GENERAL CONDITIONS:****1.1. Work Schedule:**

- a. Service provider shall coordinate all work with the appropriate county personnel so that a facility's functionality is not adversely impacted. Work shall not interfere with the receiving of critical shipments of operating materials and supplies nor hinder the day-to-day operation of the facility.
- b. Schedules may vary between locations. Service provider will be required to contact the appropriate personnel responsible for the structure being serviced to determine the schedule.
- c. SPECIAL NOTIFICATIONS: Service provider shall notify appropriate division contact to

obtain permission to begin work and shall not take any operating equipment out of service. Work shall be scheduled at least 48 hours in advance when possible. Note that Gwinnett County service demands shall dictate work schedules.

### 1.2. Site Conditions:

- a. Service provider shall be responsible for obeying each using facility's policies regarding use of parking spaces.
- b. Service provider shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies and parts shall be neatly stored in a designated area near the work site in full compliance with OSHA regulations.
- c. Service provider shall only work and set-up equipment within the area designated by the County. Full access to the existing facilities must be maintained at all times, unless directed otherwise on a specific assignment.
- d. Service provider may have limited use of 120-volt single phase, 208-volt 3-phase or 230-volt 3-phase electric power, where available.
- e. Service provider shall provide the necessary materials and equipment to obtain and transport water provided by Gwinnett County from the County's source to the area of work.
- f. Service provider shall be responsible for providing their own toilet facilities and fresh drinking water at remote sites where such facilities are not available.

### 1.3. Bid Pricing

The prices offered in the Bid Schedule shall be based on the following descriptions:

- a. Cold Water Pressure Washing Area Basis  
Measurement – Measurement shall be based on the actual number of square feet of flat surfaces, fences and walls, or building or structure surface area, respectively, cleaned via pressure washing.  
Payment – The unit price bid under this pay item shall include furnishing all labor, materials and equipment to provide pressure washing of structures and surface using cold water including fuel, ladders and scaffolding, protection of adjacent surfaces not to be cleaned, barricades, warning signs, run-off and pollution control, property protection measures, cleanup, and all related appurtenances for satisfactory completion of the work.
- b. Hot Water Pressure Washing Area Basis  
Measurement – Measurement shall be based on the actual number of square feet of flat surfaces, fences and walls, or building or structure surface area, respectively, cleaned via pressure washing.  
Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide pressure washing of structures and surface using hot water including fuel, ladders and scaffolding, protection of adjacent surfaces not to be cleaned, barricades, warning signs, run-off and pollution control, property protection measures, cleanup, and all related appurtenances for satisfactory completion of the work.
- c. Chemical Cleaning Accessories  
Measurement – Measurement shall be based on the actual number of gallons of cleaning solution used to complete the work.  
Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide chemical cleaning solutions for the pressure washing activities including chemical feed equipment and containment equipment for chemicals which pose an environmental risk.

- d. Abrasive Cleaning Accessories  
Measurement – Measurement shall be based on the actual number of pounds of abrasive cleaning materials used to complete the work.  
Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide abrasive cleaning materials for the pressure washing activities including abrasive media feeding equipment and cleanup of media upon completion of work.
- e. Subcontracting  
Subcontracting for portions of the work will be allowed in the performance of maintenance or repairs covered under this contract but only with the express written permission of Gwinnett County. Bidder's firm shall be capable of executing a majority of the requirements of this contract with "in-house" staff and without the exclusive use of sub-service providers. The unauthorized use of sub service providers can result in cancellation of the contract.
- The Bidder should submit to the County for review, a list of the firms subcontracting under this contract.
- f. Power Man Lift Equipment  
Measurement – Measurement shall be based on the actual number of hours a powered man lift is used to complete the work.  
Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide power man lifting equipment for access to tall structures including transportation and delivery, additional personnel for operation, wheel mats for protection of surfaces driven over, and all safety equipment.
- g. Clean and Seal Projects  
This invitation shall be used to support Capitol maintenance projects. Gwinnett performs these at regular intervals across the building portfolio. In addition to Pressure Washing Services, the Contractor shall provide building sealing and caulking services as part of the County's scheduled exterior maintenance program. Sealing and caulking shall include the preparation and sealing of masonry, concrete, stucco, joints, penetrations, windows, control joints, and other designated building envelope elements. These services are considered routine, planned maintenance, and shall be performed in accordance with manufacturer specifications and industry's best practices. The Contractor shall furnish all labor, materials, and equipment necessary to complete these services. Sealing and caulking will be performed with pressure washing projects at the request of the County. The service provider shall follow and be held up to the standards outlined in the checklist in Section 4.3. Clean and Seal Checklist.
- h. Minor Painting in Support of Clean and Seal Projects  
The Contractor may perform minor, incidental painting only when such painting is directly required to complete, restore, or finish surfaces associated with Clean and Seal projects. Minor painting shall be limited to touch-ups, spot painting, or small-area coatings needed to protect or restore areas impacted by pressure washing, sealing, or caulking activities. Painting shall not be performed as standalone work and shall only occur when directly supporting the clean-and-seal scope as requested or approved by the County. All painting materials and application methods shall comply with manufacturer specifications and industry's best practices.

- i. **Caulking**  
The Service Provider shall provide exterior caulking of masonry, concrete, stucco, window systems, penetrations and other designated building envelope joints. Work shall include surface preparation, removal of loose or failing material, and application of new caulking in accordance with manufacturer specifications. Caulking will be billed by the linear foot for labor and materials will be billed at the material markup rates as stated in the Cost Tabulation.
- j. **Sealant with Backer Rod**  
The Contractor shall provide all labor, equipment, and installation services necessary for the placement of joint sealant with backer rod at locations identified in the Scope of Work. Labor for Joint Sealant and backer rod shall be priced per linear foot, with materials priced at the mark up rates as stated in the cost tabulation.
- k. **Masonry Sealer**  
In support of clean and seal projects the Service Provider shall be responsible for the installation of Masonry sealer on specified surfaces. The labor for applying masonry sealer shall be billed by the square foot at the rates as stated in the Cost Tabulation. The Sealant shall be billed at the material markup rates as stated in the cost tabulation.

#### **1.4. Extra Work:**

In the event that extra work not specifically listed in either the SCHEDULE or minimum specifications is required, such work must be duly authorized in advance and in writing by the County at a fixed lump sum, based upon the time and materials prices bid, after the Service provider has provided: 1) a written and detailed cost breakdown, 2) estimated completion time and 3) justification for the work in question. Verbal agreements between Service provider and County employees shall not be binding.

#### **1.5. Rental Equipment:**

Lifts and other equipment that might be needed will be addressed on an "as needed" basis depending on the structure. The equipment rental line item will cover the cost of any of these items if the company does not already have one. Rental equipment must be approved by county representative. When rental equipment is used all back up documentation must be provided at invoice submission before it will be paid.

#### **1.6. Standards, Permits, and Licenses:**

Service provider shall perform an on-site inspection of the proposed job-sites prior to submitting a bid for providing pressure washing services. Service provider shall familiarize themselves with the existing facilities, locations of the electrical equipment, and other details, which may affect their work. Drawings supplied by the County are assumed to be accurate; however, service provider is responsible for field checking all particulars and familiarizing themselves with relevant conditions prior to performing any work.

#### **1.7. On-site Inspection:**

Gwinnett County may conduct inspections of the equipment and services provided to verify compliance with the contract, acceptable performance of the pressure washing and cleaning systems, and check for damage to County facilities and adjacent property.

## **2. BASIC REQUIREMENTS:**

Service provider shall be responsible for furnishing all labor, materials, equipment, and accessories for cleaning and pressure washing county facilities in accordance with these documents. Service provider shall provide the pricing for labor, materials, and equipment to

cover the complete costs for their services.

### **2.1. Minimum Pressure Washing Requirements**

Service provider will be responsible for identifying the best method for cleaning the structures/surfaces identified by the County and clearly defining the method, equipment, and approach to be used in their work proposal. Items which must be considered for development of the work proposal include:

- a. Surface to be Cleaned – take into consideration the surface/structure to be cleaned and what equipment will be required for proper access. Additionally, consider the contaminant on the surface (mold/mildew, grease, clay/dirt, soot, etc.) and select the proper equipment and techniques accordingly.
- b. Equipment Pressure – provide and use pressure washing equipment which furnishes a pressure suitable for the surface being washed. Service provider will be responsible for any damage to surfaces due to excessive pressure.
- c. Protection of Adjacent Property – service provider shall provide the necessary equipment and materials to protect adjacent structures and property during pressure washing. Control overspray and prevent chemical cleaning agents from damaging surfaces not included in the work.
- d. Erosion Protection – protect the adjacent ground from erosion due to the run-off of the water used during pressure washing.
- e. Pollution Protection – when chemical cleaning agents are being used, provide the necessary means to protect surrounding property, especially streams and drainage channels, from contamination. If chemicals used pose an environmental risk, run-off from pressure washing activities is to be captured and not allowed to enter storm water drainage systems.
- f. Pedestrian Protection – where pressure washing is to be performed in areas with pedestrian traffic, provide the necessary barricades, covers, etc. to protect pedestrians from the work.
- g. Traffic Control – if pressure washing activities will impact vehicular traffic on public or private roads, or in parking areas, service provider is to provide the necessary traffic control devices to ensure safe flow of traffic through the work area. All traffic control measures are to be in compliance with the MUTCD.
- h. Freeze Protection – when pressure washing occurs during cold weather, service provider is to provide the necessary measures to prevent ice formation on roads, sidewalks, parking lots, or other areas used for pedestrian or vehicular traffic. If icing does occur, service provider shall provide warning signs and the necessary labor, equipment and materials to remove the ice (scraping, salt, etc.).

Service provider will be granted site access to any facilities authorized to be pressure washed under this contract. Service provider shall obtain allowable access and work times from county personnel prior to submittal of the work proposal.

Service provider is responsible for providing all necessary equipment for accessing buildings, tanks, and other structures to be cleaned, including but not limited to ladders, scaffolding, man lifts, etc. **Where a line item is not included on the Bid Schedule for particular equipment the cost of the equipment is to be included in the hourly rate for the pressure washing.**

### **3. DEFINITIONS**

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 3.1. For Line Items 1 & 2 on the Bid Schedule, "Flat Surface" is intended for use on areas including, but not limited to, sidewalks, stairs, and slabs.
- 3.2. For Line Items 1 & 2 on the Bid Schedule, "Vertical Surface" is intended for use on areas including, but not limited to, fences, retaining walls residential/utility buildings or smaller.
- 3.3. For Line Items 1 & 2 on the Bid Schedule, "Buildings/Structures" is intended for use on areas including, but not limited to, basins/reservoirs, one story to larger/taller facility buildings, tanks, and clearwells.

#### 4. **SPECIFIC REQUIREMENTS:**

##### **4.1. Request for Service**

Upon receipt of a request for service, Service provider's agents should coordinate and schedule a site inspection with county facility representative to familiarize themselves with the existing site location and environment, and any other details that may affect the project cost estimate. Service provider should then provide the County with a binding estimate for the project based upon the equipment and labor rates bid in the Bid Schedule within three (3) days of site visit. Service provider *may* at the request of Gwinnett County, be required to furnish a comprehensive bill of materials before authorization to begin is given. In all respects, Service Provider must obtain approval from Gwinnett County before beginning any billable work. Work exceeding the scope of the original binding estimate must be approved in writing by Gwinnett County on a case-by-case basis before the fact, and only after Service Provider has submitted a detailed written explanation for the need, a firm not-to-exceed cost to complete the project, and a firm project completion date. Verbal agreements between the County and Service Provider are not binding.

##### **4.2. Invoice Documentation**

Invoices shall include the Purchase Order number, Gwinnett County project number and the contract number. All costs must be tied to the rates bid in the Bid Schedule. Upon receiving a written request from the Treasury and Accounting Services Division, Service provider shall provide a detailed cost breakdown of any particular invoice such that the County can drill- down to tie the job costs to the individual rates, overhead and profit as verification of contract compliance. Service Provider is required to maintain a complete set of records including all supporting documentation, including but not limited to, rental and materials receipts and written correspondence for all work performed under this contract for the life of the contract plus one full year thereafter. The County reserves the right to access and to review any such records during this time period. Payment will be made NET 30 from date of invoice under this contract and final acceptance by Gwinnett County. Any invoices showing discrepancies will be withheld from payment until full documentation is provided. Such documentation shall verify Service Provider's costs of equipment used and labor upon request of the County.

##### **4.3 Clean and Seal Checklist**

###### **Pre-clean Inspection**

- Surfaces assessed for damage, stains, coatings or repairs needed
- Loose debris removed prior to deep cleaning
- All sensitive materials protected (landscaping, electrical, storefront, vehicles)
- Water access confirmed and drainage path identified
- Washing plan established

**Cleaning Process**

- All stains (oil, rust, etc.) pretreated
- All areas washed using appropriate method according to plan
- Chemicals applied and fully rinsed
- No streaking or residue left on windows, walls or ground
- Surfaces fully cleaned and allowed to dry

**Caulking and Joint Sealant**

- Surface completely dry (verified by moisture test if necessary)
- Weather suitable for installation, including rain chance, humidity and temperature
- No dust, debris or loose dirt present
- Previous caulk or joint sealant completely removed
- Using correct, specified products
- Backer rod correct diameter (25–50% larger than joint width)
- Backer rod not twisted, stretched, or punctured; provides uniform smooth backing
- Materials installed per manufacturer's specifications

**Masonry Sealer**

- Material shaken or stirred as required by manufacturer
- Small area tested and approved for appearance and absorption rate
- Sealer applied in continuous, even coats with no gaps, runs, or overspray
- Coverage rate monitored to meet manufacturer requirement
- Work performed top to bottom to prevent streaking or drips
- Penetrating sealer allowed to fully soak before excess is removed (if necessary)
- Adjacent surfaces inspected and cleaned of overspray immediately
- Lot numbers, batch info, coverage totals, and areas completely recorded
- Final inspection completed and approved before demobilization

**Visual Inspection**

- Sheen level consistent
- No roller lines, swirls, haze, or clouding
- No bubbling, peeling, or missed spots
- Adjacent surfaces not damaged or over sprayed

**Post work**

- Tape, coverings, and barriers removed
- Tools, equipment and extra materials removed
- Entryways, walkways and egresses are clear

**Documentation**

- Photos taken before, during, and after work performed
- Sealer product batch numbers recorded
- Client walkthrough completed

**5. SERVICE LOCATIONS**

On the following pages is a list of Gwinnett County facilities that may require pressure washing services under this contract. However, there may be facilities not listed here that require pressure washing services during the life of this contract. Locations may be added, removed, or changed throughout the life of the contract.

## Support Services

Location	Address
Bill Atkinson Animal Welfare Center	884 Winder Hwy, Lawrenceville, GA 30045
Briscoe Field Control Tower	590 Briscoe Blvd, Lawrenceville, GA 30046
Buford-Sugar Hill Branch Library	2100 Buford Hwy, Buford, GA 30518
Centerville Library and Community Center	3025 Bethany Church Rd, Snellville, GA 30039
Centerville Senior Center	3075 Bethany Church Rd, Snellville, GA 30039
Charlotte J. Nash Court Building	75 Langley Dr, Lawrenceville, GA 30046
Collins Hill Branch Library	455 Camp Perrin Rd, Lawrenceville, GA 30043
Comprehensive Correctional Complex	750 Hi Hope Rd, Lawrenceville, GA 30043
Dacula Branch Library	265 Dacula Rd, Dacula, GA 30019
Day Reporting Center	595 Old Norcross Rd, Lawrenceville, GA 30046
DOT Airport Office & Police Aviation	600 Briscoe Blvd, Lawrenceville, GA 30046
DOT Central Facility	620 Winder Hwy, Lawrenceville, GA 30045
DOT District 1 Maintenance Barn	2922 Bart Johnson Rd, Buford, GA 30519
DOT District 2 Maintenance Barn	4181 Abbotts Bridge Rd, Duluth, GA 30097
DOT District 3 Maintenance Barn	425 Hoke O'Kelly Mill Rd, Loganville, GA 30052
DOT District 5 Maintenance Barn	4115 Arcadia Industrial Cir, Lilburn, GA 30047
Duluth Branch Library (New)	3180 Main St, Duluth, GA 30096
Elections Secondary Warehouse	825 Progress Center Ave, Suite B, Lawrenceville, GA 30043
Elizabeth Williams Branch Library	2245 Wisteria Dr SW, Snellville, GA 30078
Female Seminary	415 S. Perry St, Lawrenceville, GA 30046
Five Forks Branch Library	2780 Five Forks Trickum Rd, Lawrenceville, GA 30044
Fleet Management Facility	620 Swanson Dr, Lawrenceville, GA 30043
Fleet Surplus Building	620 Swanson Dr, Lawrenceville, GA 30043
Former Duluth Branch Library	3480 Duluth Park Ln, Duluth, GA 30096
Fuel Site - Berkeley Lake	3275 N. Berkeley Lake Rd, Duluth, GA 30096
Fuel Site - Buford	1600 Buford Hwy, Buford, GA 30518
Fuel Site - Hamilton Mill	3608 Braselton Hwy, Dacula, GA 30019
Fuel Site - Jimmy Carter	6160 Crescent Dr, Norcross, GA 30071
Fuel Site - Lawrenceville Hwy	3575 Lawrenceville Hwy, Lawrenceville, GA 30044
Fuel Site - Oakland	1801 Cruse Rd, Lawrenceville, GA 30044
Fuel Site - Scenic Highway	703 Scenic Hwy, Lawrenceville, GA 30046
Fuel Site - Seaboard	684 Winder Hwy, Lawrenceville, GA 30045
Fuel Site - Snellville	2825 Lenora Church Rd, Snellville, GA 30078
Fuel Site - Southside	2180 Stone Dr, Lilburn, GA 30047
Fuel Site - Swanson	620 Swanson Dr, Lawrenceville, GA 30043
Georgia Department of Driver Services	310 Hurricane Shoals Rd NE, Lawrenceville, GA 30046
GJAC Parking Structure	75 Langley Dr, Lawrenceville, GA 30046
Grayson Branch Library	700 Grayson Pkwy, Grayson, GA 30017
Gwinnett Central Services	455 Grayson Hwy, Lawrenceville, GA 30043
Gwinnett Traffic Court and Juvenile Justice	115 Stone Mountain St, Lawrenceville, GA 30046

<b>Location</b>	<b>Address</b>
Gwinnett Entrepreneur Center	405 N. Perry St, Lawrenceville, GA 30046
Connections Corner	750 S. Perry St, Lawrenceville. GA 30046
Gwinnett Historic Courthouse	185 W. Crogan St, Lawrenceville, GA 30046
Gwinnett Justice & Administration Center	75 Langley Dr, Lawrenceville, GA 30046
Gwinnett Medical Examiner's Office	320 Hurricane Shoals Rd NE, Lawrenceville, GA 30046
Gwinnett Place Mall	2100 Pleasant Hill Rd, Duluth 30096
Gwinnett Senior Services Center	567 Swanson Dr, Lawrenceville, GA 30043
Hamilton Mill Branch Library	3690 Braselton Hwy, Dacula, GA 30019
HIDTA	3587 Parkway Ln, Norcross, GA 30092
Hooper-Renwick Themed Library	56 Neal Blvd, Lawrenceville, GA 30046
Isaac Adair House	455 S. Perry St, Lawrenceville, GA 30046
Lawrenceville Branch Library and HQ	1001 Lawrenceville Hwy, Lawrenceville, GA 30046
Lawrenceville Senior Service Center	225 Benson St, Lawrenceville, GA 30046
Lilburn Activity Building	788 Hillcrest Rd, Lilburn, GA 30047
Lilburn Branch Library	4817 Church St, Lilburn, GA 30047
Lilburn City Hall	340 Main St, Lilburn, GA 30047
Mountain Park Branch Library	1210 Pounds Rd, Lilburn, GA 30047
Nash Street Parking Lot	75 Langley Dr, Lawrenceville, GA 30043
Norcross Branch Library	5735 Buford Hwy, Norcross, GA 30071
North Tag Office	2735 Mall of Georgia Blvd, Buford, GA 30519
OFS Property	6305 Crescent Dr, Norcross, GA 30071
Innovation Square	446 W. Crogan St, Lawrenceville. GA 30046
Gwinnett Community Resource Center at Sawnee Blvd.	2755 Sawnee Ave, Buford, GA 30518
Gwinnett Community Resource Center at Bethany Church Rd.	3025 B Bethany Church Rd, Snellville, GA 30039
Gwinnett Community Resource Center at Georgia Belle Court	5030 Georgia Belle Ct, Norcross, GA 30093
Peachtree Corners Branch Library	5570 Spalding Dr, Norcross, GA 30092
Peachtree Corners Tag Office	6135 Peachtree Pkwy, Peachtree Corners, GA 30092
Records Management Warehouse	1050 Grayson Hwy, Lawrenceville. GA 30046
Senior Information Building	186 E. Pike St, Lawrenceville, GA 30046
Snellville Tag Office	2845 Lenora Church Rd, Snellville, GA 30078
Storage Butler Building	3608 Braselton Hwy, Dacula, GA 30019
Suwanee Branch Library	361 Main St, Suwanee, GA 30024

## Fire – Fire Stations

Location	Address
Fire Station #01	165 Lawrenceville St., Norcross
Fire Station #02	12 Harmony Grove Rd., Lilburn
Fire Station #03	4394 Five Forks Trickum Rd., Lilburn
Fire Station #04	5550 Spalding Dr., Norcross
Fire Station #05	3001 Old Norcross Rd., Lawrenceville
Fire Station #06	3890 Johnson Dr., Lithonia
Fire Station #07	1515 Buntin Rd., Duluth
Fire Station #08	2295 Brannan St., Grayson
Fire Station #09	1900 Five Forks Trickum Rd Lawrenceville
Fire Station #10	1131 Rock Springs Road, Lawrenceville
Fire Station #11	5885 Live Oak Pkwy., Norcross
Fire Station #12	2815 Lenora Church Rd., Snellville
Fire Station #13	105 Main Street, Suwanee
Fire Station #14	1600 Highway 23, Buford
Fire Station #15	199 Scenic Hwy, Lawrenceville
Fire Station #16	195 Dacula Rd., Dacula
Fire Station #17	2739 Brooks Rd., Dacula
Fire Station #18	1515 Mineral Springs Rd., Hoschton
Fire Station #19	3275 N. Berkeley Lake Rd., Duluth
Fire Station #20	1801 Cruse Rd., Lawrenceville
Fire Station #21	470 Old Peachtree Rd., Suwanee
Fire Station #22	2180 Stone Dr., Lilburn
Fire Station #23	4355 Steve Reynolds Blvd., Lilburn
Fire Station #24	2735 Mall of Georgia Blvd., Buford
Fire Station #25	3575 Lawrenceville Hwy., Lawrenceville
Fire Station #26	6075 Suwanee Dam Rd., Sugarhill
Fire Station #27	3825 Old Fountain Rd., Dacula
Fire Station #28	3725 Rosebud Rd., Loganville
Fire Station #29	2800 Thompson Mill Rd., Buford
Fire Station #30	1052 Ozora Rd., Loganville
Fire Station #31	1061 Collins Hill Road, Lawrenceville

**Fire – Support Facilities**

<b>Location</b>	<b>Address</b>
Resource Management	450 Hosea Rd., Lawrenceville
Fire Apparatus	650 Swanson Drive, Lawrenceville
SCBA Management	650 Swanson Drive, Lawrenceville
Fire Facilities Management	1890 Five Forks Trickum Rd., Lawrenceville
Fire Academy Main Facility	3608 Braselton Hwy., Dacula
Butler Building/ Control Room	3608 Braselton Hwy., Dacula
Apparatus Training Building	3608 Braselton Hwy., Dacula
Annex Building	3600 Braselton Hwy., Dacula
Fire Headquarters	408 Hurricane Shoals Road, Lawrenceville

**Parks and Recreation**

<b>Location</b>	<b>Address</b>
Alexander Park	800 Old Snellville Hwy, Lawrenceville
Bay Creek Park	175 Ozora Rd, Loganville
Best Friend Park	6224 Jimmy Carter Blvd, Norcross
Bethesda Park / Gwinnett Senior Center	225 Bethesda Church Rd, Lawrenceville
Bethesda Park / Aquatic Center	225 Bethesda Church Rd, Lawrenceville
Bethesda Park / Adult Softball Complex	220 Bethesda Church Rd, Lawrenceville
Bogan Park	2723 N Bogan Rd, Buford
Bryson Park	5075 Lawrenceville Hwy, Lilburn
Cemetery Field	211 Cemetery St, Norcross
Club Drive Park	3330 Club Dr, Lawrenceville
Collins Hill Aquatic	2200 Collins Hill Rd, Lawrenceville
Collins Hill Park	2225 Collins Hill Rd, Lawrenceville
Dacula Park	205 Dacula Rd, Dacula
Dacula Park / Activity Building	2735 Old Auburn Rd, Dacula
Deshong Park	2859 N DeShong Rd, Stone Mountain
Duncan Creek Park	3700 Braselton Hwy, Dacula
E. E. Robinson Park / Baseball/Softball Complex	850 Level Creek Rd, Sugar Hill
E. E. Robinson Park / Football/Multi-Purpose Field Complex	800 Peachtree Industrial Blvd, Sugar Hill
Freeman's Mill	1401 Alcovy Rd, Lawrenceville
George Pierce Park	55 Buford Hwy, Suwanee
Graves Park	1540 Graves Rd, Norcross
Gwinnett Environmental & Heritage Center	2020 Clean Water Dr, Buford
Gwinnett County Historic Courthouse	185 Crogan St, Lawrenceville
Harbins Park	2995 Luke Edwards Rd, Dacula
Harbins Park / Football/Multi-Purpose Field Complex	2550 Indian Shoals Rd, Dacula
Harbins Park / Baseball/Softball Complex	3200 New Hope Rd, Dacula
Harbins Park / Equestrian Trailer Parking	2405 Indian Shoals Rd, Dacula
Harmony Grove Soccer Complex	119 Harmony Grove Rd, Lilburn

Location	Address
Holcomb Bridge Park	4300 Holcomb Bridge Rd, Norcross
J. B. Williams Park	4935 Five Forks-Trickum Rd, Lilburn
Jones bridge Park	4901 E Jones Bridge Rd, Peachtree Corners
Gwinnett History Museum / Female Seminary	455 S Perry St, Lawrenceville
Lenora Park / Pool	4315 Lenora Church Rd, Lawrneceville
Lenora Park / Football/Multi-Purpose Field Complex	4500 Lenora Church Rd, Lawrenceville
Lenora Park / Gym	4515 Lenora Church Rd, Lawrneceville
Lions Club Park	5500 Rockbridge Cir, Lilburn
Little Mulberry Park	3855 Fence Rd, Auburn
Little Mulberry Park	3900 Hog Mountain Rd, Dacula
Little Mulberry Park / Equestrian Trailer Parking	1300 Mineral Springs Rd, Dacula
Little Mulberry Park	3800 Hog Mountain Rd, Dacula
Lucky Shoals Park	4651 Britt Rd, Norcross
Mcdaniel Farm Park	3251 McDaniel Rd, Duluth
Mountain Park Park	5050 Five Forks Trickum Rd, Lilburn
Mountain Park Aquatic Center & Activity	1063 Rockbridge Rd, Stone Mountain
Peachtree Ridge Park	3170 Suwanee Creek Rd, Suwanee
Pinckneyville Community Center	4650 Peachtree Industrial Blvd, Berkeley Lake
Pinckneyville Park	4758 S Old Peachtree Rd, Norcross
Pinckneyville Soccer Complex	4707 S Old Peachtree Rd, Norcross
Rabbit Hill Park	401 Rabbit Hill Rd, Dacula
Rabbit Hill Park / Football/Multi-Purpose Field Complex	400 Rabbit Hill Road, Dacula
Rhodes Jordan Park / Lawrenceville Senior Center	100 E Crogan St, Lawrenceville
Rock Springs Park	550 Rock Springs Rd, Lawrenceville
Rock Springs Park / Football/Multi-Purpose Field Complex	2950 Spriggs Road, Lawrenceville
Rock Springs Park / Soccer	310 Old Peachtree Rd., NE Lawrenceville
Ronald Reagan Park	2777 Five Forks Trickum Rd, Lawrenceville
Settles Bridge Park	380 Johnson Rd, Suwanee
Shorty Howell Park	2750 Pleasant Hill Rd, Duluth
Simpsonwood Park	4511 Jones Bridge Cir, Peachtree Corners
Singleton Road Activity Center	5220 Singleton Rd, Norcross
South Gwinnett Park	2015 McGee Rd, Snellville
Sweet Water Park	800 Bethesda School Rd, Lawrenceville
Tribble Mill Park	2125 Tribble Mill Pkwy, Lawrenceville
Vines Park	3500 Oak Grove Rd, Loganville
West Gwinnett Park Aquatic Center	4488 Peachtree Industrial Blvd, Berkeley Lake
West Gwinnett Park	4488 Peachtree Industrial Blvd, Berkeley Lake
Yellow River Historic Post Office	3519 Five Forks Trickum Rd, Lilburn
Yellow River Park	3232 Juhan Rd, Stone Mountain
Lilburn Activity Bldg.	788 Hillcrest Rd, Lilburn

**Police – Police Facilities**

<b>Location</b>	<b>Address</b>
Police Headquarters	770 Hi Hope Rd, Lawrenceville, GA 30043
Police Training Center	854 Winder Hwy, Lawrenceville, GA 30043
Police Aviation	600 Briscoe Blvd, Lawrenceville, GA 30046
Police Annex / 911 Center	800 Hi Hope Rd, Lawrenceville, GA 30043
Police Fleet/Facilities	770 Hi Hope Rd, Lawrenceville, GA 30043

**Police – Precincts**

<b>Location</b>	<b>Address</b>
West Precinct	6160 Crescent Dr, Norcross, GA 30071
South Precinct	2180 Stone Dr, Lilburn, Ga 30047
North Precinct	2735 Mall of Georgia Blvd, Buford, GA 30518
East Precinct	2273 Alcovy Rd, Dacula, GA 30019
Central Precinct	3125 Satellite Blvd, Duluth, GA 30096
Bay Creek Precinct	185 Ozora Road, Loganville, GA 30052
Police Bay Creek 911 Annex	185 Ozora Rd. Suite 185B Loganville, GA 30052

**Police – Tower Sites**

<b>Location</b>	<b>Address</b>
Crooked Creek Tower	6556 Plant Drive, Norcross 30092
Goshen Springs Tower	5878 Goshen Springs Road, Norcross 30071
North Brown Tower	1850 North Brown Road, Lawrenceville 30043
Forsyth County Tower	3680 Old Atlanta Road, Suwanee 30024
Water Park Tower	2601 Buford Dam Road, Buford 30518
Tuggle Tower	3800 Tuggle Road, Buford 30519
Headquarters Tower	770 High Hope Road, Lawrenceville 30044
Hickory View Tower	374 Hickory View Drive, Lawrenceville 30046
Tribble Mill Tower	3568 Chandler Road, Grayson 30017
Lanier Mountain Tower	2286 Highpoint Road, Snellville 30078
Norris Lake Tower	4663 Anderson Livsey Lane, Snellville 30039

**Sheriff**

<b>Location</b>	<b>Address</b>
Sheriff's Building	2900 University Parkway, Lawrenceville, GA 30043
Plunkett Building	2900 University Parkway, Lawrenceville, GA 30043
Wimberly Building (Tower #1)	2900 University Parkway, Lawrenceville, GA 30043

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

Bidder submits the following lump sum/unit prices for "Pressure Washing Services on an Annual Contract" identified in the Bid Schedule as part of this bid:

Bid Item	Description	Units Quantity	Unit Price	Total Price
1	Cold Water Pressure Washing			
	Flat Surface - Area Basis	357,000 SF	\$	\$
	Vertical Surface - Area Basis	409,700 SF	\$	\$
	Buildings/Structures – Area Basis	721,000 SF	\$	\$
2	Hot Water Pressure Washing			
	Flat Surface - Area Basis	113,000 SF	\$	\$
	Vertical Surface - Area Basis	125,500 SF	\$	\$
	Buildings/Structures – Area Basis	390,228 SF	\$	\$
3	Soft Pressure Washing			
	Vertical Surface – Area Basis	10,000 SF		
	Horizontal Surface – Area Basis	4,000 SF		
4	Chemical Cleaning Accessories			
	Detergent	1,367 GAL	\$	\$
	Chlorine Bleach	1,317 GAL	\$	\$
	Degreaser	825 GAL	\$	\$
5	Abrasive Cleaning Accessories			
	Sand/Silica	1,020 LBS	\$	\$
	Baking Soda	1,270 LBS	\$	\$
	Other	825 LBS	\$	\$
	Hourly	335 HR	\$	\$
6	Caulking			
	Labor for caulking per linear ft.	5,200 LFT	\$	\$

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

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Bid Schedule Continued**

<b>Bid Item</b>	<b>Description</b>	<b>Units Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
7	Joint sealant with backer rod			
	Labor for joint sealant per linear ft.	10,340 LFT	\$	\$
8	Masonry sealer			
	Labor for masonry sealer per linear ft.	125,000 SF	\$	\$
	Chemicals not listed in Cost tabulation mark up(<15%)	\$5,000.00	\$	\$
	Painting in support of clean and seals, hourly	3,000 HR	\$	\$
10	Power Man Lift Equipment for accessing structures over 20 feet tall for pressure washing and cleaning will be billed at invoice cost, plus % (not to exceed 10%)	\$197,000.00		
<b>TOTAL</b>			<b>\$</b>	

**NOTE: Unit prices for square footage should include all charges including labor and materials.**

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

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Bid Schedule Continued

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

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

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

Certification Of Non-Collusion In Bid 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 \_\_\_\_\_

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

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

E-mail Address \_\_\_\_\_

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

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

E-mail Address \_\_\_\_\_

**QUALIFICATION FORMS  
Annual Contract for Pressure Washing Services  
Gwinnett County, GA**

*Please hand write all entries*

Name of Firm \_\_\_\_\_

AVAILABILITY OF EQUIPMENT AND PERSONNEL

1. Local Resources

a. Equipment. Location of office(s) or facilities located within Gwinnett County along with number of each size and type of pump available from this facility. If service centers are located outside Gwinnett County, please provide distance to Gwinnett County Border.

Do you have office in Gwinnett County? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, location. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have office in metropolitan Atlanta? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, location. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCAL EQUIPMENT AVAILABILITY**

	<b>Capacity (gpm/psi)</b>	<b>Number Available</b>	<b>Percent Availability</b>
Cold Water Pressure Washers:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Hot Water Pressure Washers:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Soft Water Pressure Washers:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

	<b>Type</b>	<b>Number Available</b>	<b>Percent Availability</b>
Chemical Feeders:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Abrasive Material Feeders:

_____	_____	_____
_____	_____	_____
_____	_____	_____

If not located in Gwinnett County or metropolitan Atlanta, address of office servicing this contract.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Distance to Gwinnett County \_\_\_\_\_ miles

b. Field Service Personnel

Name of Field Supervisor \_\_\_\_\_

Location of Field Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of field service personnel \_\_\_\_\_

Location of field service personnel \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Average years of experience of field service personnel \_\_\_\_\_

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

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

REFERENCES

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

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

1. Company Name \_\_\_\_\_

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

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

Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_

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

E-Mail Address \_\_\_\_\_

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

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

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

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

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

E-Mail Address \_\_\_\_\_

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

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

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

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

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

E-Mail Address \_\_\_\_\_

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



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

**For Gwinnett County Use Only:**  
Document ID # \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Initials: \_\_\_\_\_





### 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

\_\_\_\_\_  
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**



**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
---------------------------------------	-------------

- 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	Georgia State Statutory Limits
Employers Liability	
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.

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

## BL105-25

**Buyer Initials: SA**

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 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 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 EO2011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcountry.com](http://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](mailto:vendorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please 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.**