



May 20, 2026

**REQUEST FOR PROPOSAL  
RP020-26**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers to **Maintenance of Computers, Printers, Scanners, Servers, and Peripheral Devices on an Annual Contract** for the Department of Information Technology.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 PM local time on Wednesday, June 10<sup>th</sup>**, at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened, and only names of submitting service providers will be read at 3:00 PM. Please use the link found [here](#) to join, or by dialing 1-323-676-6170. **Access Code is: 925 613 49#**. Apparent bid results will be available the following business day on our website.

Questions regarding proposals should be directed to Bethany White, Purchasing Associate II at [Bethany.White@GwinnettCounty.com](mailto:Bethany.White@GwinnettCounty.com) or by calling 770-822-5149 **no later than 3:00 PM on Friday, May 29<sup>th</sup>**. Proposals are legal and binding upon the proposer when submitted. **One unbound single-sided original, four (4) copies, and one (1) digital copy on a flash drive should be submitted.**

Successful services 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 based on 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 proposals supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

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

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

Bethany White  
Purchasing Associate II

**The following pages should be returned with your proposal:**

**Service Provider Information, Page 12  
Cost Proposal, Pages 13-19  
References, Page 20  
Contractor Affidavit and Agreement, Page 27  
Code of Ethics Affidavit, Page 28**

The Gwinnett County Board of Commissioners is soliciting proposals from qualified service providers for the Maintenance of Computers, Printers, Scanners, Servers, and Peripheral Devices on an Annual Contract. The service provider will maintain all computers, printers, scanners, and peripherals on a County-wide basis.

### **Maintenance Agreement Requirements**

#### **I. SUPPORT REQUIREMENTS**

- A. The service provider must provide procedures/tools and service reports to track customer satisfaction levels.
- B. The service provider must provide service escalation procedures and contact info with proposal response.
- C. The service provider must demonstrate that local staff can comply with Gwinnett County's needs for timely maintenance.
- D. The service provider must provide monthly Technician or System Engineer KPI maintenance report showing the total time to resolution.
- E. The service provider must have specialization in the maintenance of desktop, laptop, ruggedized and tablet computers; as well as printers, scanners, storage arrays, and servers
- F. The service provider should provide availability of locally based (Atlanta) support staff, maintenance facilities, and parts.
- G. The service provider must guarantee an on-site response time of four (4) hours or better for all equipment. Please provide reporting on response time and escalation procedures, including priority level and explanation, assigned to the account.
- H. The service provider must provide continuous effort until the problem is successfully resolved.
- I. Parts, labor, and travel must be included in the maintenance cost.
- J. Service provider staff should provide evidence of training in servicing the following types of devices:

#### **Device Types:**

- Desktops
- Servers
- Storage Arrays
- Scanners
- Laptop
- Printers & Plotters
- Tablets
- MDTs

#### **Device Manufacturers:**

- Apple
- Dell
- Epson
- HP
- IBM
- Lexmark
- Microsoft
- Panasonic
- Ricoh

## II. PREVENTATIVE MAINTENANCE SERVICES (PM)

### A. Printers

1. Use the following as a guide:
  - a) Vacuum dust from circuit board assemblies
  - b) Thoroughly clean the printer's transport system to include removal of all toner residue and paper debris
  - c) Remove toner/paper dust from the fuser assembly
  - d) Clean cooling fans
  - e) Inspect bushing and fan axle
  - f) Inspect and lubricate machine gears
  - g) Clean exterior cabinet
  - h) Remove inks and tape residue
  - i) Check rollers for wear
  - j) Test print for a quality print
  - k) Record page count
  - l) Provide a detailed checklist showing what was done and list any recommendations upon completion
2. Emergency System replacement if outage exceeds 8 hours. Replacement will be equivalent or better.
3. Remote and local diagnostic capability.
4. Field Change Orders including Field Replaceable Units (FRU).
5. Predictive maintenance via online monitoring software/hardware.

### B. Critical Parts Availability

1. Based on the included inventory numbers, the County would expect the service provider to maintain all parts needed to get our printers or scanners operational within the stated timeframes or have spares to "loan" the County until it can be repaired.
2. Dispatch Service 6:00 AM to 6:00 PM Monday - Friday.
3. Technical hardware and software support services are available from 6:00 AM to 6:00 PM Monday-Friday.

## III. STAFFING REQUIREMENTS

- A. The service provider must have staffing in the local (Atlanta) area to service an account of 6500+ users with 10,000+ devices.
- B. The service provider must provide technical staff for hardware, hardware management, software, and firmware support. The service provider must also have Operating System experience to assist in troubleshooting hardware.
- C. System Engineers must have and submit documentation of original equipment manufacturer or equivalent training.
- D. The service provider should provide an organizational chart and resumés with qualifications or fact sheets for all personnel participating in the maintenance contract. Please provide an updated list of contact names and numbers for escalation purposes monthly.

- E. Service provider staff must be able to pass a required background check to access sensitive areas.

#### **IV. SPECIFIC REQUIREMENTS**

- A. The service provider shall provide comprehensive on-site service coverage, including a dedicated 1-800 dispatching service staffed by company employees, maintenance support, and ready access to replacement parts. Service provider technicians must also have the ability to contact on-site system engineers as needed. All required services and support shall be available from 6:00 AM to 6:00 PM, Monday through Friday.
- B. Emergency System replacement if outage exceeds eight (8) hours. It will be at the County's discretion to wait on parts to be ordered or have the service provider supply a "loaner" until the equipment can be fully repaired or replaced. If covered equipment cannot be satisfactorily repaired, the service provider will replace it with equivalent, or better, hardware that will become the property of Gwinnett County.
- C. Regularly scheduled and coordinated preventive maintenance (PM) during regular business hours (8:00 AM–5:00 PM). Preventative maintenance must include PM kits and cleaning supplies. The service provider must perform PM on printers at least once per contract year and PM on scanners quarterly. Please provide a proposed schedule.
- D. Toll-Free Hot-Line backup for service calls.
- E. Automated Service Call Tracking and problem reporting. A monthly report is required or access to a customer Internet site for this account.
- F. Remedial maintenance, as required, to be performed on-site 6:00 AM to 6:00 PM, Monday - Friday. The service provider will automatically activate a backup plan to involve technical resources should any extraordinary problem cause repairs to exceed predetermined time limits.
- G. If the service provider deems a failure to be "user damaged" and subject to time and materials (ex., spillage, virus, damage other than manufacturer defect), the following items will be required prior to County accepting responsibility:
  - Written explanation of how "user damaged" determination was made.
  - A complete written description of the damage.
  - Digital photo of the damage.
  - A written recommendation for the prevention of similar future damage.

#### **V. PARTS REQUIREMENTS**

- A. Replacement parts must be manufactured by the original equipment manufacturer and be new or remanufactured and re-certified at the same level as the original part.
- B. Parts must reflect the current Engineering Changes (EC) and features.
- C. Local (Atlanta) critical parts inventory accessible 6:00 AM to 6:00 PM, Monday - Friday.
- D. The maintenance service provider should describe the out-of-town parts depots and the procedure used to retrieve parts. Please submit the procedure along with the proposal response.

**VI. GENERAL CONDITIONS**

- A. All equipment listed in this proposal must be covered under the new maintenance agreement.
- B. The service provider must provide service escalation procedures with proposal response.
- C. All responses should include three (3) local references with the same type of equipment as Gwinnett County.
- D. EC released by the original equipment manufacturers should be available to be installed within two months of the release date and at no cost to Gwinnett County. Please submit the procedure for compliance with the requirement.
- E. The maintenance contract must provide for the addition and deletion of equipment at any time. Please submit a procedure for compliance with this requirement.
- F. The service provider should provide qualified maintenance support for all equipment installed at Gwinnett County and for all additional equipment at the end of the warranty period.
- G. The service provider should have the capability and procedure to provide Gwinnett County with monthly electronic reports, listing problem call history and preventive maintenance history.
- H. The service provider must clearly identify, itemize, and disclose all charges, fees, and costs associated with equipment maintenance prior to the equipment being accepted into maintenance coverage. This shall include, but not be limited to, inspection fees, certification costs, onboarding charges, replacement part evaluations, labor expenses, and any other costs required to establish or maintain service eligibility.
- I. The service provider must assign a single, permanent service account representative and a lead technician to provide service coordination for all equipment.
- J. The service provider must provide documentation that service staff is certified by Hewlett Packard, Dell, and Panasonic to provide warranty service on computer equipment.
- K. The service provider must also agree to provide maintenance services so that the value of the County's investment is protected and will remain eligible for warranty coverage by the original manufacturer. All proposal pricing is fixed and inclusive. Service calls will be placed by the Gwinnett County Service Desk or the County's technical staff. The Service provider provides a complete maintenance pricing list with a cost per unit and extended maintenance coverage costs for each item of equipment. The hardware asset list will be modified monthly by Gwinnett County to reflect acquisitions, changes, or deletions of equipment. The selected service provider must have demonstrated successful performance on installations of a similar nature to that requested by the proposal.

**Miscellaneous Requirements & Information**

- A. Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposals and supporting materials, and correspondence relating to this RFP become the property of Gwinnett County when received. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

- B. Proposals should be signed in ink by a company official with authority to commit company resources and contain the service provider's full business address. The person(s) who will be responsible for the engineering, architectural, landscape architectural work shall be registered in the State of Georgia. Appropriate professionals for other professional services licensed in the State of Georgia shall be responsible for those portions of the work as may be required by law.
- C. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to the service provider and project throughout and incorporated here by reference. The agreement with the selected service provider, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.
- D. No proposal shall be accepted from, and no contract will be awarded to any person, firm, or corporation that is in arrears to Gwinnett County, upon debt or Contract that is a defaulter, as surety or otherwise, upon any obligation to Gwinnett County or that is deemed irresponsible or unreliable by Gwinnett County. If requested, the service provider shall be required to submit satisfactory evidence that they have practical knowledge of the particular service proposed and that they have the necessary financial resources to provide the proposed service.
- E. Respondents are encouraged to submit clear and concise responses. Excessive length or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful service provider for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation.

**\*\*\* The locations listed below could change throughout the contract period. Gwinnett County reserves the right to add and/or remove locations and/or equipment at County's discretion. \*\*\***

Site	Description
1	GJAC - 75 Langley Drive
2	One Justice - 446 West Crogan Street
3	Gwinnett Government Annex - 750 South Perry Street
4	Government Courts Annex - 115 Stone Mountain Street
5	Police Headquarters - 770 Hi Hope Road
6	Fire HQ - 408 Hurricane Shoals Road
7	DWR Central - 684 Winder Highway
8	DOT Central - 620 Winder Highway
9	Park Operation Center - 352 Hosea Road
10	Police Annex 911 Center - 800 Hi Hope Road
11	Bay Creek 911 Annex - 185 Ozora Road
12	Gwinnett Medical Examiner - 320 Hurricane Shoals Road
13	Fire Station #1 - 165 Lawrenceville Street
14	Fire Station #10 - 1131 Rock Springs Road
15	Fire Station #11 - 5885 Live Oak Parkway
16	Fire Station #12 - 2815 Lenora Church Road
17	Fire Station #13 - 343 Buford Highway

18	Fire Station #14 - 1600 Buford Highway
19	Fire Station #15 - 275 South Perry Street
20	Fire Station #16 - 195 Dacula Road
21	Fire Station #17 - 2739 Brooks Road
22	Fire Station #18 - 1515 Mineral Springs Road
23	Fire Station #19 - 3275 N Berkeley Lake Road
24	Fire Station #2 - 12 Harmony Grove Road
25	Fire Station #20 - 1801 Cruse Road
26	Fire Station #21 - 470 Old Peachtree Road
27	Fire Station #22/Police South District - 2180 Stone Drive
28	Fire Station #23 - 4355 Steve Reynolds Boulevard
29	Fire Station #25 - 3575 Lawrenceville Highway
30	Fire Station #26 - 6075 Suwanee Dam Road
31	Fire Station #27 - 2825 Old Fountain Road
32	Fire Station #28 - 2725 Rosebud Road
33	Fire Station #29 - 2800 Thompson Mill Road
34	Fire Station #3 - 4394 Five Forks Trickum Road
35	Fire Station #30 - 1052 Ozora Road
36	Fire Station #31 - 1061 Collins Hill Road
37	Fire Station #4 - 5550 Spalding Drive
38	Fire Station #5 - 3001 Old Norcross Road
39	Fire Station #6 - 3890 Johnson Drive
40	Fire Station #7 - 3343 Bunten Rd
41	Fire Station #8 - 2295 Brannan Boulevard
42	Fire Station #9 - 1900 Five Forks Trickum Road
43	Fire Supply Warehouse - Logistics - 450 Hosea Road
44	Fire Academy - 3608 Braselton Hwy
45	Fire Apparatus - 650 Swanson Drive
46	DWR - Lanier Filter Plant - 2601 Buford Dam Rd
47	DWR - Shoal Creek Plant - 1755 Buford Dam Rd
48	DWR - Crooked Creek Water Plant - 6557 Plant Drive NW
49	DWR - Yellow River Plant - 858 Tom Smith Rd SW
50	DWR - F. Wayne Hill – 1500 One Water Way
51	DWR - F. Wayne Hill Lab – 1510 One Water Way
52	CSV Elections Leased - 825 Progress Center Avenue
53	Fleet Management Facility - 620 Swanson Road
54	Police Central Precinct - 3125 Satellite Boulevard
55	Police East Precinct - 2273 Alcovy Road
56	Police Training Center - 854 Winder Highway
57	Police West Precinct-Fuel Site J Carter - 6160 Crescent Drive
58	Police North Precinct/North Tag Office - 2735 Mall of Georgia Boulevard

59	Fire Station #24 - 2735 Mall of Georgia Blvd
60	Snellville Tag Office - 2845 Lenora Church Road
61	Norcross Human Services Center/Tag Office - 5030 Georgia Belle Court
62	Peachtree Corners Tag Office - 5270 Peachtree Parkway
63	Radio Tower - Crooked Creek - 6556 Plant Drive
64	Radio Tower - Fire Station #10 - 3680 Old Atlanta Road
65	Radio Tower - Goshen Springs - 5878 Goshen Springs Road
66	Radio Tower - Lanier Mt - 2286 Highpoint Road
67	Radio Tower - Lanier Water Park - 2601 Buford Dam Road
68	Radio Tower - Norris Lake - 4663 Anderson-livsey Road
69	Radio Tower - Prime - 374 Hickory View Drive
70	Radio Tower - Tribble Mill - 2568 Chandler Road
71	Radio Tower - Tuggle Mill - 3800 Tuggle Road
72	Animal Welfare & Enforcement Center - 884 Winder Hwy
73	Briscoe Field Control Tower - 850 Airport Road
74	DOT Airport Division Offices - 600 Briscoe Boulevard
75	DOT District 1 Maintenance Barn - 2992 Bart Johnson Road
76	DOT District 2 Maintenance Barn - 4181 Abbots Bridge Road
77	DOT District 3 Maintenance Barn - 425 Hoke O'Kelley Mill Road
78	DOT District 5 Maintenance Barn - 4115 Arcadia Industrial Circle
79	Gwinnett County Central Services - 455 Grayson Hwy
80	Gwinnett County Corrections Complex - 750 Hi Hope Road
81	Gwinnett County Detention Center\GSO - 2900 University Parkway
82	Gwinnett Environmental and Heritage Ctr - 2020 Clean Water Drive
83	Gwinnett Historic Courthouse - 185 West Crogan Street
84	Law\ Female Seminary - 455 South Perry Street
85	Bethesda Park Senior Center - 225 Bethesda Church Road
86	Buford Human Services Center - 2755 Sawnee Avenue
87	Centerville Senior Center - 3025 Bethany Church Road
88	Lawrenceville Senior Service Center - 225 Benson Street
89	Gwinnett Senior Services Center - 567 Swanson Road
90	Alexander Park - 800 Old Snellville Highway
91	Bay Creek Park - 175 Ozora Road
92	Best Friend Park - 6224 Jimmy Carter Boulevard
93	Bethesda Park - 220 Bethesda Church Road
94	Bogan Park - 2723 North Bogan Road
95	Brown Building - 186 East Pike Street
96	Bryson Park - 5075 Lawrenceville Highway
97	Club Drive Park - 3330 Club Drive
98	Collins Hill Park - 2225 Collins Hill Road
99	Dacula Park - 205 Dacula Road

100	DeShong Park - 2859 North DeShong Road
101	Duncan Creek Park - 3700 Braselton Highway
102	Freeman's Mill Park - 1401 Alcovy Road
103	George Pierce Park - 55 Buford Highway
104	Graves Park - 1540 Graves Road
105	Harbins Park - 2995 Luke Edwards Road
106	Holcomb Bridge Park - 4300 Holcomb Bridge Road
107	Jones Bridge Park - 4901 East Jones Bridge Road
108	Lenora Park - 4515 Lenora Church Road
109	Lions Club Park - 5500 Rockbridge Circle
110	Little Mulberry Park - 3855 Fence Road
111	Lucky Shoals Park - 4651 Britt Road
112	McDaniel Farm Park - 3251 McDaniel Road
113	Mountain Park Park - 5050 Five Forks Trickum Road
114	Peachtree Ridge Park - 3170 Suwanee Creek Road
115	Pinckneyville Park - 4758 South Old Peachtree Road
116	Rabbit Hill Park - 400 Rabbit Hill Road
117	Rhodes Jordan Park - 100 East Crogan Street
118	Rock Springs Park - 550 Rock Springs Road
119	Ronald Reagan Park - 2777 Five Forks Trickum Road
120	Settles Bridge Park - 380 Johnson Road
121	Shorty Howell Park - 2750 Pleasant Hill Road
122	Simpsonwood Park - 4511 Jones Bridge Circle
123	South Gwinnett Park - 2015 McGee Road
124	Sweet Water Park - 800 Bethesda School Road
125	Tribble Mill Park - 2125 Tribble Mill Parkway
126	Vines Park - 3500 Oak Grove Road
127	West Gwinnett Park - 4488 Peachtree Industrial Boulevard
128	Yellow River Park - 3232 Juhan Road
129	Singleton Road Activity Building - 5220 Singleton Road
130	Lilburn Activity Building - 788 Hillcrest Road
131	Facilities Management Offices - 1890 Five Forks Trickum Road
132	Georgia Dept of Driver Services - 310 Hurricane Shoals Road
133	HIDTA - 3587 Parkway Ln
134	Old Duluth Library – 3480 Duluth Park Lane
135	E.E. Robinson Park – 885 Level Creek Road
136	Briscoe Park Snellville Parks & Recreation Center - 2500 Sawyer Pkwy SW
137	The Water Tower - 2500 Clean Water Court Dr.
138	DWR Pump Stations Warehouse - 604 Winder Hwy

**VII. PROPOSAL FORMAT AND CONTENT**

To ensure similarity in proposal information and to allow consistency in comparing proposals, proposers shall include material indicated below using sections numbered as shown. Proposers may add additional sections or appendices if required to convey additional information to determine the best solution for the County. The following format should be followed:

**1. Service Provider Experience and Qualification**

Provide company history, including offices, as well as company size, number of clients.

**2. Technical Approach**

Demonstrate understanding of and the ability to meet and/or exceed the minimum requirements outlined in the Maintenance Agreement Requirements.

**3. References**

Provide three (3) references of projects that are of the same size organization or larger. Do not include references that are significantly smaller than our current environment.

**4. Cost Proposal**

In addition to the Proposal, provide one (1) original unbound single-sided copy of the cost proposal in a separate sealed envelope marked with the service provider’s name, RP#, and "COST PROPOSAL." The Cost Proposal shall be a not-to-exceed amount and should be all-inclusive.

**VIII. PROPOSAL EVALUATION AND SELECTION PROCEDURES**

Proposals will be evaluated based on their relative responsiveness to the criteria described below and with those criteria's values weighted as shown below.

<b>Part I</b>	<b>Points</b>
1. Service Provider Experience and Qualification	30
2. Technical Approach	30
3. References	20
<b>Subtotal</b>	<b>80</b>
<b>Part II</b>	
4. Cost Proposal	20
<b>Subtotal</b>	<b>100</b>
<b>Part III</b>	
Optional Interview	10
<b>Total</b>	<b>110</b>

**Basis of Short-Listing / Selection**

Part I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the point values as shown. Please note that references, and subsequent reference checks, are a required component of Phase I scoring.

Part II – Service providers may be short-listed for further consideration. The Proposal Fee Schedules of the short-listed service providers from Part I will be opened, reviewed, and scored with the lowest cost receiving the most points and the other service providers receiving proportional points based on the differences in proposal costs.

Part III – At Gwinnett's discretion, or as deemed in Gwinnett's best interest, service providers may be short-listed a second time for an interview. At this time, Gwinnett may request further information, explanations, clarifications, presentations, interviews, or meetings with some or all of the remaining service providers.

If interviews are necessary, details on the scoring criteria for interviews will be provided along with notification of the scheduled interview.

All presentations/interviews will be the sole responsibility of the proposing companies and at no cost to Gwinnett County.

If an agreement with the highest-ranked service provider cannot be reached, Gwinnett may then negotiate with the second-ranked service provider and so on until a satisfactory agreement has been reached.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN THE REJECTION OF PROPOSAL

**Service Provider Information**

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

<b>Addendum No.</b>	<b>Date</b>	<b>Addendum No.</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. Offers and agrees, if this Proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal 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.

Legal Business Name \_\_\_\_\_

*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Address \_\_\_\_\_

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

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

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

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

Email address \_\_\_\_\_

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

SECTION A – COMPUTERS, PRINTERS, AND SCANNERS MAINTENANCE ITEMS:				
Item #	Approx. Qty	Description	Monthly Unit Price (Warranty)	Monthly Unit Price (Non-Warranty)
1	500	HP Laser Printers – LaserJet m506, M507, 4001dw, 4201dw, 4101fdw, 4301fdw	\$	\$
2	20	HP Scanners - 5000 series, 6000 series, 7000 series, 8000 series	\$	\$
3	30	HP Plotters – inkjet 1700, 3600, 3800	\$	\$
4	200	Ricoh Scanners – IS400 series, fi-7160, fi-8150, fi-8170	\$	\$
5	3,000	HP Notebook Computers – EliteBook 860, EliteBook 8, ZBook Studio	\$	\$
6	1,800	HP Desktop Computers – EliteDesk 800 Mini, Z2 Workstations	\$	\$
7	1500	Panasonic Toughbook – CF-33, FZ-G2	\$	\$
8	160	Dell 7230 Ruggedized	\$	\$
9	600	Microsoft Surface Pro	\$	\$
10	60	Kodak Scanners – i260	\$	\$
11	3	Epson Printers – DFX 5000+, DFX8000+	\$	\$
12	2	Source Tech Printers – ST9000 series	\$	\$
13	1,000	Zebra Z series	\$	\$
<b>SECTION A TOTAL</b>			<b>\$</b>	<b>\$</b>

**NOTES:**

1. QUANTITIES ARE APPROXIMATE AND MAY INCREASE/DECREASE DURING THE TERM OF THE CONTRACT.
2. ALL SECTIONS TIME AND MATERIAL LABOR RATE IS FOR REPAIRS NOT COVERED UNDER NORMAL MAINTENANCE.

Item #	Description	Qty*	Total
1	Hourly rate during normal hours (Monday – Friday, 6:00 A.M. – 6:00 P.M.)	200	\$
2	Hourly rate after hours (Monday – Friday, After 6:00 PM, Weekends & Holidays)		
3	State percentage of mark up above cost for repair parts (not to exceed 15%)	\$100,000	%

\*The quantities listed are for proposal analysis purposes only. These quantities do not represent a guarantee of billings.

**SERVICE PROVIDER NAME** \_\_\_\_\_

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

**SECTION B - SERVER AND PERIPHERAL MAINTENANCE ITEMS: (Please provide the cost to cover the entire server AND the cost to cover only the system board and processor contained in the server unit, even if the cost is the same.)**

Item #	Server	Manufacturer	Model	Serial Number	Monthly Unit Price (Warranty)	Monthly Unit Price (Non-Warranty)	System Board and Processor Only
1	GCLYNXBAL01	Barracuda	Barracuda BBF340a	BAR-BF-630621	\$	\$	\$
2	GCLYNXBAL02	Barracuda	Barracuda BBF340a	BAR-BF-623309	\$	\$	\$
3	JACINFVID01	Cisco Systems	CPS-MSP-1RU-K9	FTX1651M015	\$	\$	\$
4	jachsxcv01	Cisco Systems	UCS S3260	FOX2635PZ5N	\$	\$	\$
5	jachsxcv01bkp	Cisco Systems	UCS S3260	FOX2635PZ5N	\$	\$	\$
6	jachsxcv01cimc	Cisco Systems	UCS S3260	FOX2635PZ5N	\$	\$	\$
7	jachsxcv01stgpnw	Cisco Systems	UCS S3260	FOX2635PZ5N	\$	\$	\$
8	jachsxcv02	Cisco Systems	UCS S3260	FOX2635PZ5N	\$	\$	\$
9	jachsxcv02bkp	Cisco Systems	UCS S3260	FOX2635PZ5N	\$	\$	\$
10	jachsxcv02cimc	Cisco Systems	UCS S3260	FOX2635PZ5N	\$	\$	\$
11	jachsxcv02stgpnw	Cisco Systems	UCS S3260	FOX2635PZ5N	\$	\$	\$
12	jachsxcv03	Cisco Systems	UCS S3260	FOX2635PZ5X	\$	\$	\$
13	jachsxcv03bkp	Cisco Systems	UCS S3260	FOX2635PZ5X	\$	\$	\$
14	jachsxcv03cimc	Cisco Systems	UCS S3260	FOX2635PZ5X	\$	\$	\$
15	jachsxcv03stgpnw	Cisco Systems	UCS S3260	FOX2635PZ5X	\$	\$	\$
16	jachsxcv04	Cisco Systems	UCS S3260	FOX2635PZ5X	\$	\$	\$
17	jachsxcv04bkp	Cisco Systems	UCS S3260	FOX2635PZ5X	\$	\$	\$
18	jachsxcv04cimc	Cisco Systems	UCS S3260	FOX2635PZ5X	\$	\$	\$
19	jachsxcv04stgpnw	Cisco Systems	UCS S3260	FOX2635PZ5X	\$	\$	\$
20	pshsxcv01	Cisco Systems	UCS S3260	FOX2635PZ63	\$	\$	\$
21	pshsxcv01bkp	Cisco Systems	UCS S3260	FOX2635PZ63	\$	\$	\$
22	pshsxcv01cimc	Cisco Systems	UCS S3260	FOX2635PZ63	\$	\$	\$

**SERVICE PROVIDER NAME** \_\_\_\_\_

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

Item #	Server	Manufacturer	Model	Serial Number	Monthly Unit Price (Warranty)	Monthly Unit Price (Non-Warranty)	System Board and Processor Only
23	pshsxcv01stgpnw	Cisco Systems	UCS S3260	FOX2635PZ63	\$	\$	\$
24	pshsxcv02	Cisco Systems	UCS S3260	FOX2635PYTR	\$	\$	\$
25	pshsxcv02bkp	Cisco Systems	UCS S3260	FOX2635PYTR	\$	\$	\$
26	pshsxcv02cimc	Cisco Systems	UCS S3260	FOX2635PYTR	\$	\$	\$
27	pshsxcv02stgpnw	Cisco Systems	UCS S3260	FOX2635PYTR	\$	\$	\$
28	pshsxcv03	Cisco Systems	UCS S3260	FOX2635PYTR	\$	\$	\$
29	pshsxcv03bkp	Cisco Systems	UCS S3260	FOX2635PYTR	\$	\$	\$
30	pshsxcv03cimc	Cisco Systems	UCS S3260	FOX2635PYTR	\$	\$	\$
31	pshsxcv03stgpnw	Cisco Systems	UCS S3260	FOX2635PYTR	\$	\$	\$
32	DOTDRCVMA01	Cisco Systems	UCSC-C240-M4S	FCH2125V3LE	\$	\$	\$
33	DOTDRCVMA02	Cisco Systems	UCSC-C240-M4S	FCH2123V45X	\$	\$	\$
34	PSCVMA02	Cisco Systems	UCSC-C240-M4S	FCH2005V0ZU	\$	\$	\$
35	GCDC01	Hewlett-Packard	G10	2M274403C8	\$	\$	\$
36	GCDC02	Hewlett-Packard	G10	2M274403CD	\$	\$	\$
37	PSDC01	Hewlett-Packard	G10	2M274403C5	\$	\$	\$
38	PSDC02	Hewlett-Packard	G10	2M274403C6	\$	\$	\$
39	DOTATMSVID01a	Hewlett-Packard	G10	2M220204P9	\$	\$	\$
40	DOTATMSVID02a	Hewlett-Packard	G10	2M220204P7	\$	\$	\$
41	DOTATMSVID03	Hewlett-Packard	G10	2M220204PB	\$	\$	\$
42	DOTATMSVID04	Hewlett-Packard	G10	2M220204P5	\$	\$	\$
43	DOTATMSVID05	Hewlett-Packard	G10	2M220204P6	\$	\$	\$
44	DOTATMSVID06	Hewlett-Packard	G10	2M220204PF	\$	\$	\$
45	DOTATMSVID07	Hewlett-Packard	G10	2M220204PD	\$	\$	\$
46	GCDESIGO01	Hewlett-Packard	G10	2M22180045	\$	\$	\$
47	GCCMSS01	Hewlett-Packard	G10	2M274403C7	\$	\$	\$
48	GCNMAPP01	Hewlett-Packard	G10	2M2038087X	\$	\$	\$

SERVICE PROVIDER NAME \_\_\_\_\_

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

Item #	Server	Manufacturer	Model	Serial Number	Monthly Unit Price (Warranty)	Monthly Unit Price (Non-Warranty)	System Board and Processor Only
49	GCNMAPP02	Hewlett-Packard	G10	2M2038087W	\$	\$	\$
50	GCNMAPP03	Hewlett-Packard	G10	2M20380882	\$	\$	\$
51	PSNMAPP01	Hewlett-Packard	G10	2M20380883	\$	\$	\$
52	PSNMAPP02	Hewlett-Packard	G10	2M2038088B	\$	\$	\$
53	PSNMAPP03	Hewlett-Packard	G10	2M20380888	\$	\$	\$
54	GCAFIX01	Hewlett-Packard	G10	2M2235024H	\$	\$	\$
55	GCSACRC01	Hewlett-Packard	G10	MXQ0500W7H	\$	\$	\$
56	GCSACRC02	Hewlett-Packard	G10	MXQ0500W7K	\$	\$	\$
57	GCSACRCD01	Hewlett-Packard	G10	MXQ0500W7J	\$	\$	\$
58	GCPDIRHQ1	Hewlett-Packard	G10	MXQ00403YL	\$	\$	\$
59	GCPDIRHQ2	Hewlett-Packard	G10	MXQ00403YG	\$	\$	\$
60	GCPDIRP1W1	Hewlett-Packard	G10	2M201803XB	\$	\$	\$
61	GCPDIRP1W2	Hewlett-Packard	G10	2M20180405	\$	\$	\$
62	GCPDIRP2S1	Hewlett-Packard	G10	2M201803YY	\$	\$	\$
63	GCPDIRP2S2	Hewlett-Packard	G10	2M201803Z5	\$	\$	\$
64	GCPDIRP3N1	Hewlett-Packard	G10	2M201803YZ	\$	\$	\$
65	GCPDIRP3N2	Hewlett-Packard	G10	2M201803ZJ	\$	\$	\$
66	GCPDIRP4E1	Hewlett-Packard	G10	2M201803ZY	\$	\$	\$
67	GCPDIRP4E2	Hewlett-Packard	G10	2M20180400	\$	\$	\$
68	GCPDIRP5C1	Hewlett-Packard	G10	2M201803X9	\$	\$	\$
69	GCPDIRP5C2	Hewlett-Packard	G10	2M201803X8	\$	\$	\$
70	GCPDIRP6B1	Hewlett-Packard	G10	2M20180404	\$	\$	\$
71	GCPDIRP6B2	Hewlett-Packard	G10	2M201803Y3	\$	\$	\$
72	SOSCDB01	Hewlett-Packard	G10	2M231600WT	\$	\$	\$
73	SOESXIFACVID01	Hewlett-Packard	G10	2M284300VG	\$	\$	\$
74	SOESXIFACVID02	Hewlett-Packard	G10	2M284300VJ	\$	\$	\$

SERVICE PROVIDER NAME \_\_\_\_\_

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

Item #	Server	Manufacturer	Model	Serial Number	Monthly Unit Price (Warranty)	Monthly Unit Price (Non-Warranty)	System Board and Processor Only
75	SOESXIFACVID03	Hewlett-Packard	G10	2M290305ZP	\$	\$	\$
76	SOESXIFACVID04	Hewlett-Packard	G10	2M2903060J	\$	\$	\$
77	SOESXIFACVID05	Hewlett-Packard	G10	2M284300V7	\$	\$	\$
78	SOESXIFACVID06	Hewlett-Packard	G10	2M29030609	\$	\$	\$
79	GCLNXFS01b	Hewlett-Packard	G5	2UX83900P6	\$	\$	\$
80	JACRJMESXI	Hewlett-Packard	G5	MXS82603ZL	\$	\$	\$
81	JACSLRDB01	Hewlett-Packard	G5	2UX7410814	\$	\$	\$
82	GCVSPHERE01	Hewlett-Packard	G7	2M2032007W	\$	\$	\$
83	GCVSPHERE02	Hewlett-Packard	G7	2UX02505W1	\$	\$	\$
84	GCVSPHERE03	Hewlett-Packard	G7	2UX0250680	\$	\$	\$
85	GCVSPHERE04	Hewlett-Packard	G7	2M2032008L	\$	\$	\$
86	DOTDRCVCS01	Hewlett-Packard	G8	2M224301MB	\$	\$	\$
87	GCDHCPP01	Hewlett-Packard	G8	2M244204S4	\$	\$	\$
88	gcdhcpp01c	Hewlett-Packard	G8	2m2330000t	\$	\$	\$
89	PSDHCPP01	Hewlett-Packard	G8	2M24150GR8	\$	\$	\$
90	SpareRestore	Hewlett-Packard	G8	2m233903vl	\$	\$	\$
91	GCADAUDIT01	Hewlett-Packard	G8	2M240100WW	\$	\$	\$
92	wppserver2	Hewlett-Packard	G8	2M211205BK	\$	\$	\$
93	GCSW01	Hewlett-Packard	G8	2M24451NS6	\$	\$	\$
94	GCSW02	Hewlett-Packard	G8	2M41413D0P	\$	\$	\$
95	GCSWDB01	Hewlett-Packard	G8	2M244700D7	\$	\$	\$
96	GCSWDB02	Hewlett-Packard	G8	2M24451NSG	\$	\$	\$
97	DOHSQS01	Hewlett-Packard	G8	2M24150RF8	\$	\$	\$
98	PSEGESXI01	Hewlett-Packard	G8	2M251303WS	\$	\$	\$
99	PSEGESXI02	Hewlett-Packard	G8	2M251303WT	\$	\$	\$
100	PSEGESXI03	Hewlett-Packard	G8	2M251303WR	\$	\$	\$

SERVICE PROVIDER NAME \_\_\_\_\_

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

Item #	Server	Manufacturer	Model	Serial Number	Monthly Unit Price (Warranty)	Monthly Unit Price (Non-Warranty)	System Board and Processor Only
101	PSEGESXI04	Hewlett-Packard	G8	2M251303WQ	\$	\$	\$
102	PSEGNTNX01	Hewlett-Packard	G8	HM18BS011051	\$	\$	\$
103	PSEGNTNX02	Hewlett-Packard	G8	HM18BS003604	\$	\$	\$
104	PSEGNTNX03	Hewlett-Packard	G8	HM18BS010840	\$	\$	\$
105	PSEGNTNX04	Hewlett-Packard	G8	HM189S015572	\$	\$	\$
106	DWRWIMS01	Hewlett-Packard	G9	MXQ636018H	\$	\$	\$
107	GCITDR02	Hewlett-Packard	G9	MXQ75107VM	\$	\$	\$
108	CORESXIFACVID0 1	Hewlett-Packard	G9	MXQ70308VP	\$	\$	\$
109	CORESXIFACVID0 2	Hewlett-Packard	G9	MXQ703067V	\$	\$	\$
110	CORESXIFACVID0 3	Hewlett-Packard	G9	MXQ703067G	\$	\$	\$
111	GCEXIFACVID01	Hewlett-Packard	G9	MXQ65108LC	\$	\$	\$
112	GCEXIFACVID02	Hewlett-Packard	G9	MXQ65108L9	\$	\$	\$
113	GCEXIFACVID03	Hewlett-Packard	G9	MXQ65108LD	\$	\$	\$
114	GCEXIFACVID04	Hewlett-Packard	G9	MXQ65108LF	\$	\$	\$
115	PSEXIFACVID01	Hewlett-Packard	G9	MXQ7030681	\$	\$	\$
116	PSEXIFACVID02	Hewlett-Packard	G9	MXQ7030682	\$	\$	\$
117	PSEXIFACVID03	Hewlett-Packard	G9	MXQ7030678	\$	\$	\$
118	PSEXIFACVID04	Hewlett-Packard	G9	MXQ703067L	\$	\$	\$
119	JACESXI04	Hewlett-Packard	G9	MXQ81404CK	\$	\$	\$
120	JACESXI05	Hewlett-Packard	G9	MXQ81404C7	\$	\$	\$
121	JACESXI06	Hewlett-Packard	G9	MXQ81404CD	\$	\$	\$
122	JACESXI09	Hewlett-Packard	G9	MXQ81404CH	\$	\$	\$
123	JACESXI10	Hewlett-Packard	G9	MXQ81404CC	\$	\$	\$
124	JACESXI14	Hewlett-Packard	G9	MXQ64804CY	\$	\$	\$

SERVICE PROVIDER NAME \_\_\_\_\_

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

Item #	Server	Manufacturer	Model	Serial Number	Monthly Unit Price (Warranty)	Monthly Unit Price (Non-Warranty)	System Board and Processor Only
125	JACESXI20	Hewlett-Packard	G9	MXQ81404C9	\$	\$	\$
126	JACESXI21	Hewlett-Packard	G9	MXQ81404CM	\$	\$	\$
127	JACESXI22	Hewlett-Packard	G9	MXQ81404C8	\$	\$	\$
128	JACESXI23	Hewlett-Packard	G9	MXQ81404C6	\$	\$	\$
129	JACESXI24	Hewlett-Packard	G9	MXQ81404C5	\$	\$	\$
130	JACESXI25	Hewlett-Packard	G9	MXQ81404CL	\$	\$	\$
131	JACESXI26	Hewlett-Packard	G9	MXQ81404CB	\$	\$	\$
132	JACESXICX04	Hewlett-Packard	G9	MXQ627045W	\$	\$	\$
133	JACESXICX05	Hewlett-Packard	G9	MXQ62704D6	\$	\$	\$
134	JACESXICX06	Hewlett-Packard	G9	MXQ64804CS	\$	\$	\$
135	GCLNXARRAY01	Hewlett-Packard	MSA1500 CS	SGA081101B	\$	\$	\$
<b>SECTION B TOTAL</b>					<b>\$</b>	<b>\$</b>	<b>\$</b>

Gwinnett County requires pricing to remain firm for the initial term of the Contract. Failure to hold firm pricing for the initial term of the Contract may be sufficient cause for Gwinnett County to declare Proposal non-responsive. Contract to begin September 31, 2026 or upon award by the Board of Commissioners.

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

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at a price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Certification of Non-Collusion in Proposal Preparation \_\_\_\_\_  
Signature Date

SERVICE PROVIDER NAME \_\_\_\_\_

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

**References**

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

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

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

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

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

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

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

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

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

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

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

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

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

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

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

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

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

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

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

**SERVICE PROVIDER NAME** \_\_\_\_\_



**GWINNETT COUNTY**  
**FINANCIAL SERVICES | RISK MANAGEMENT**  
**PROFESSIONAL SERVICES**  
**INSURANCE REQUIREMENTS**  
**(FOR PROJECTS LESS THAN \$5,000,000)**

**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 Certificate 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 Certificate. Upon request, Contractor shall provide the County with 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
- Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- 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):

Each Occurrence and Aggregate Limit \$1,000,000

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

Builder's Risk Insurance or Installation Floater Insurance (with the exception for work where the County secures project Builders Risk):

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company 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.

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.

Professional Liability (Errors and Omissions):

Claim/Wrongful Act: \$1,000,000 limit of insurance  
 General Aggregate: \$2,000,000 limit of insurance

- In the event that any professional 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, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

Pollution Liability Insurance: Applies if scope of work requires the handling and/or transportation of hazardous materials including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law. Could add “or scope of work involves grading, concrete, de-watering, underground utilities, exterior insulation and finish systems (EIFS); fire protection; HVAC; plumbing; roofing; exterior siding, stucco, or skin of any type, flashing, installation of skylights, windows, storefronts, or exterior doors; waterproofing, exterior sheet metal; rough carpentry; or any other trades as The County may designate”, then the following Pollution Liability Insurance shall meet or exceed the following minimum requirements:

Per Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an “Occurrence” basis or on a “Claims Made” basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.
- Gwinnett County and their respective officers, directors and employees, and any other parties required by The County shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose.
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.

Crane Insurance: Applies if any work to be performed involves the use of any owned, leased, chartered, or hired crane of any type:

Occurrence Limit	\$5,000,000
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- 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 and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds.

- Additional Insured Endorsements must be provided with the Certificate of Insurance

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.

Crime or Fidelity Insurance:

Limit of Insurance	\$1,000,000
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- The Contractor shall maintain employee dishonesty and computer fraud coverage including, but not limited to, dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor’s supervision or control.
- Contractor shall be liable for money, securities, or other property of County
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.

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.

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, Umbrella Liability, Pollution, Crane and Aviation (if applicable) 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-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 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.  
\*See above note regarding Professional Liability
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.
- 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 will 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. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- 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 records of its insurer, information regarding any claim related to a County project. Any loss run information available from the contractor or their insurer relating to a County project shall be made available to the County upon its request.

- O. Compliance by the Contractor and all 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 Contractor's 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.





### CODE OF ETHICS AFFIDAVIT

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

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

1. \_\_\_\_\_  
Company Submitting Bid/Proposal

- 2. Please select one of the following:
  - No information to disclose (*complete only section 4 below*)
  - Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

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

day of \_\_\_\_\_, 20

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

\_\_\_\_\_  
Notary Public

(seal)

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

**Buyer Initials: BW**

## **RP020-26**

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**





**\*\*\*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 VERSUS 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 OR 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 only have 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 [GwinnettCounty.com](http://GwinnettCounty.com).

**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 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 to 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 declared 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 Division 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 vendor, 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 (10) 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 thirty (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 the 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 the 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 Police and 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 Police and 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 of 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 subcontractor's 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 employes or contracts with 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 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 suppliers, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. The 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, judgement, cost, penalty, liability, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or 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 subcontracts (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 and Review Committee for action pursuant to the Purchasing Ordinance or to the District



Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Section 54-33. The ordinance is available to view in its entirety at [GwinnettCounty.com](http://GwinnettCounty.com).

#### **XXXIV. ELECTRONIC PAYMENT**

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

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

County staff are required to verify receipt of goods and submit proof of delivery of services with invoice before payment is processed. Failure to provide proof of delivery of goods and/or services may result in delayed payment.

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 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 the 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. **The Purchasing Division is located on the second floor of the Gwinnett Justice and Administration Center at 75 Langle Drive, Lawrenceville, Georgia, 30046. WE HAVE MOVED BACK TO OUR PERMANENT LOCATION.**