

GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 0: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

August 21, 2024

INVITATION TO BID BL101-24

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Sweeping of Curbs and Intersections on an Annual Contract** with Four (4) Renewal Options for the Department of Transportation.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on September 16, 2024 at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

A pre-bid conference is scheduled for September 4, 2024 at 10:00 A.M. The pre-bid is located at the DOT Central Facility at 620 Winder Highway, Lawrenceville, GA 30045. All bidders are strongly urged to attend.

Questions regarding bids should be directed to Michael Milstein, Purchasing Associate II at michael.milstein@gwinnettcounty.com or by calling 770-822-7811, no later than 12:00 p.m. local time on September 5, 2024. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. The bid bond, payment bond, and performance bond must have an A.M. Best rating of A-6 or higher.

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

The written bid documents supersede any verbal or written prior communications between the parties. Award will be made to the contractor submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, <u>www.gwinnettcounty.com</u> and companies submitting a bid will be notified via e-mail. We look forward to your bid and appreciate your interest in Gwinnett County.

Michael Milstein Purchasing Associate II

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

List of Projects, Pages 11-17 Bid Schedule, Pages 18-19 References, Page 20 Equipment List, Page 21 Code of Ethics, Page 22 E-Verify, Page 23 Sub-Contractors, Page 24 Bid Bond, Page 27

SWEEPING OF CURBS AND INTERSECTIONS ON AN ANNUAL CONTRACT Gwinnett County Department of Transportation

SPECIAL PROVISIONS

SCOPE OF WORK: The work performed in this contract will be divided into two (2) sections, North and South. Street sweeping services are defined as the sweeping, removing, or otherwise cleaning and disposal of debris from designated intersections, streets, curblines, medians, bikeways, and turn lanes within the limits of public right-of-way throughout Gwinnett County. The work includes removing objects that cannot be swept up such as boards, brush, loose grass, rocks, etc. Then contractor shall perform all handwork necessary to effectuate an efficient cleaning operation at no additional cost to Gwinnett County. The sweeping operation does not include the removal of debris from catch basins or storm sewers.

DESCRIPTION OF WORK

PART 01 - GENERAL

- Bids are legal and binding upon submission to Gwinnett Purchasing Department.
- B. A Post-Award Conference may be scheduled as soon as practical after award of the contract. The Contractor(s) shall attend this conference along with their prospective job superintendent and any anticipated major subcontractors. The Contractor may be required to submit a proposed progress schedule in a form satisfactory to the County Construction Manager. The Contractor should schedule work to complete the sweeping of all locations at the required frequencies within the dates specified.
- C. The County reserves the right to request that the Contractor provide evidence of sufficient laborers and equipment to perform the specified requirements.
- D. The County intends to award this contract by section. The Contractor is required to demonstrate their capability to perform the services outlined in this document and comply with the provided timelines. Additionally, the Contractor must provide written notification to the County upon the engagement of a new subcontractor.
- E. The contract will be an "open-ended" type to provide for the requirements of Gwinnett County on an as-needed basis. The work quantity and frequency actually performed may increase or decrease from the estimated quantities in the Bid Schedule to accommodate the needs of the County.
- F. The County reserves the right to add or delete work areas as needed.
- G. The General Conditions including Standard and Project Special Provisions apply to the work specified in this Section.
- H. This contract will be awarded to the lowest responsive and responsible bidder. Bidders are advised to examine the Specifications carefully and to make examinations of the site of the proposed work as are necessary to familiarize themselves with local conditions, which may affect the proposed work.

PART 02 - QUALIFICATIONS - EQUIPMENT AND PERSONNEL

- A. The Contractor must be able to demonstrate the capability of performing all aspects of Work required in this Invitation to Bid document including but not limited to adequate personnel, appropriate equipment, proper scheduling, experience with similar size and scope projects, and project references from those organizations. The Work included in this annual Contract requires staffing experience, labor and equipment availability, project management capabilities and a high degree of Contractor-County coordination. All Bidders should provide to Gwinnett County a list of References (on attached form), where similar size and scope of Work has been completed; whether the Contractor was the general or subcontractor. The County may make such investigation as it deems necessary to determine the ability of the Contractor to perform the Work.
- B. Failure by the Contractor to demonstrate the ability for satisfactory Contract execution and progression will result in termination and re-award of any or all the Contract to the next lowest responsible bidder; or the re-bidding of the Contract, whichever is deemed in the County's best interest. The Contractor shall possess or have available by formal agreement at the time of bidding a quantity of trucks, sweeping equipment, and any other necessary equipment to perform the work as outlined in these specifications. The Contractor's bid shall describe the sweeping equipment to be assigned to this project; include year, make and model. This information will be considered when the department evaluates bids. Equipment shall also be subject to inspection and approval prior to award of

contract. Gwinnett County does not require a "shadow" or follow truck and two-way radio communication to follow the sweeper. Specifications of such equipment are as follows:

- 1. Street Sweeper Sweepers used in the cleaning operation may be brush/vacuum, mechanical or regenerative air, or maybe combination of types. All street sweepers shall have a minimum capacity of three (3) cubic yards and be equipped with adequate water systems for dust control. All sweepers shall be equipped with dual steering and dual brooms.
- 2. Dump Trucks Depending upon the types of sweepers used the Contractor may require the use of one or more dump trucks. It is the Contractor's responsibility to provide these vehicles in the event his (its) cleaning equipment requires same. If sweeper exceeds legal width or height regulations, a permit must be obtained for an oversize vehicle and the appropriate signs displayed on the vehicle. The use of subcontractors to perform the sweeping operation will not be permitted. The use of subcontractors in the disposal of debris will be considered if submitted at the time of bid, and included in the Contractor's bid documents.
- C. The Contractor shall be responsible for providing all labor, equipment, tools, and all other items necessary to complete each sweeping in the time periods specified. The Contractor must be able to demonstrate the capability to perform all aspects of work required in this contract such as but not limited to qualified personnel, proper equipment, scheduling, experience with past projects, references of similar size and scope.
- D. IF A CONTRACTOR IS THE SUCCESSFUL BIDDER ON MORE THAN ONE SECTION, THEY WILL BE REQUIRED TO SWEEP EACH SECTION SIMULTANEOUSLY THROUGHOUT THE COMPLETION OF EACH CYCLE. THEY MUST BE ABLE TO DEMONSTRATE THEIR ABILITY TO PROVIDE SERVICE FOR BOTH SECTIONS.
- E. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations applicable to the work. The Contractor's employees shall wear all safety equipment required by OSHA while working on County property, including, but not limited to, approved safety helmets, safety glasses, safety-toe shoes, reflective and fluorescent traffic safety vests.
- F. The Contractor's failure to comply with mandated safety regulations shall result in a conference with the County's Risk Management Division to rectify non-compliance. Repeated or flagrant safety violations may constitute grounds for contract termination.

PART 03 - EXECUTION OF THE WORK:

A. Safety Precautions:

- 1. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall take the necessary precautions to protect its employees and the public.
- 2. Whenever possible, the Contractor shall park vehicles on side streets and not on major thoroughfares during performance of the work.

B. <u>Sub-Contracting</u>:

The Contractor shall be required to perform 100% of the <u>actual sweeping work</u> and will not be allowed to subcontract sweeping.

C. **Supervision**:

This contract will be under the direct supervision of the County, its Construction Manager, or other authorized representative. Any alterations or modifications of the work performed under this agreement shall be allowed only by written agreement between the Contractor and authorized County representatives, and the written agreement shall be made prior to commencement of the altered or modified work. Contractor claims for any extra work or materials will not be allowed unless covered by written agreement.

D. Work Crew Supervision:

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. The authorized supervising individual shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and understanding the solicitation documents and requirements; and of receiving and carrying out directions from the County Construction Manager. Failure of the Contractor's supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would cause personal injury or create a safety hazard. There shall be at least one person in a position of responsibility representing the Contractor on site at all times, that is capable of translating from English to the language used by the workforce.

E. Inspection:

The County Construction Manager or Representative will inspect the work completed under this contract. The
County Construction Manager or other Representative is hereby authorized and empowered to reject and refuse
any work, the methods of application, or any part thereof that do not comply in kind, quality, quantity, time, or
place with this Document.

- 2. The County does not commit to having full time inspection of the work while in progress. Any lack of inspection will not relieve the Contractor in any manner of the responsibility and liability of providing quality workmanship in accordance with these Specifications.
- 3. The Contractor shall notify the Construction Manager or Gwinnett County Representative within 24 hrs of completing a road or intersection. The County representative has 72 hrs to inspect the completed work and if there are any deficiency the contractor shall resolve any deficiencies to the satisfaction of the county representative within 48 hours of being notified.

F. Hours of Operation:

Except as otherwise approved in writing by the County, all scheduled cleaning operations shall be performed during the hours of 10:00 p.m. to 6:00 a.m. The contractor will suspend operations if weather conditions or other factors are such that cleaning operations cannot be carried out in an effective manner. The County Representative shall, at their discretion, have the right to order the suspension of cleaning operations whenever, in their judgment, present or impending weather conditions, traffic volumes, or other factors exist, such that cleaning operations cannot be carried out in a safe and effective manner. The County also reserves the right to require the awarded bidder to perform sweeping operations during regular business hours (9:00 a.m. to 5:00 p.m.) in areas determined by the County.

G. Work Schedule:

Each contractor should submit with their bid a proposed schedule for sweeping each of the designated areas for the upcoming year. This information is available for all other contractors to use for scheduling their activities and any deviation from the schedule must be approved prior to work being done by the County Department director or designee. The Contractor's sweeping schedule shall be subject to approval of the Gwinnett County Engineering Department. The County reserves the right to make minor adjustments to the schedule at any time to avoid conflict with road construction or maintenance operations. Prior to award of the contract, the successful bidder will be required to submit a sweeping schedule to the County, demonstrating the bidder's ability to commence and proceed in a timely manner on all of the Gwinnett County sweeping contracts for which he is the successful bidder. Due to the time constraints on this contract, it is mandatory that the work be performed in all sections simultaneously and immediately. If a contractor is the successful low bidder on more than one section, a minimum of one (1) crew shall be dedicated to each section on a full-time basis. A bidder's failure to demonstrate the ability to proceed as required may result in the award of one or all of those sections to the next low, responsive and responsible bidder, as deemed in the County's best interest. Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the County's discretion, the award of any or all of the Bidder's contracts to the next lowest responsible bidder, or the readvertisement and re-bidding of any or all of these contracts. All sweeping shall be completed on the day it is scheduled. If an area falls on a holiday or is on a rainy day, it shall be the contractor's responsibility to supply any equipment needed to complete the scheduled routes the next business day. Should areas have a heavy leaf fall, contractors shall supply additional equipment to stay on schedule. If the Contractor has equipment failures for whatever reason, additional equipment shall be used to maintain the schedule. It's the Contractor's responsibility to complete the scheduled route on the day it is scheduled. Contractor will notify and receive approval from the engineer at least twenty-four (24) hours in advance of altering the submitted schedule, if altered for the benefit of the Contractor. Where weather or other factors require suspension of work, the Contractor shall notify the County at the beginning of the next business day. In the case a significant rainstorm is forecast, contractor shall make sweeping a priority until the rain prevents sweeping. This is especially a priority in leaf season. Each area will be swept on a quarterly basis, with work to begin within ten (10) days of award of price agreement, and each cycle being swept in a maximum of ninety (90) days. A cycle is defined as one satisfactory cleaning of each designated area. The contractor shall complete a daily report indicating equipment and personnel used, types and location of work performed (street names and/or route numbers), mileage and number of intersections/super intersections which were swept and those that remain not swept for that cycle. These daily reports, only after being checked by their supervisors, are to be submitted via email to a designated person, by the following morning by 9:00 a.m. to allow for timely inspection of routes by County personnel. In the event that the contractor is prevented from completing the sweeping as provided in the schedule due

to equipment breakdown or reasons other than inclement weather, the Contractor shall be required to complete the sweeping services so deferred prior to the end of the month for all routes. Contractor shall immediately notify the County representative when work has been stopped due to weather, equipment breakdown, or for any other reason. Contractor shall also inform the representative of where and when work has stopped and provide the total mileage swept up to that point the following morning. In the event a road rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, the portion of a cleanup cycle can be deleted from the appropriate Route List at the direction of the County. The section(s) of roads deleted may be re-entered at the first scheduled cycle following completion of the rehabilitation project. Prior to re-entering any such road into the cycle, a field inspection shall be made by County Personnel and the Contractor to determine what cleaning will be required. In no event will the sweeping contractor be allowed additional compensation by the County for initial cleaning or re-entered road following rehabilitation or construction.

H. Scheduling:

The sweeping is separated into four (4) quarters each year. All areas listed in part 9 road list shall be swept once each quarter. Quarter 1 will be from January 1st – March 31st. Quarter 2 will be from April 1st – June 30th. Quarter 3 will be from July 1st – September 30th. Quarter 4 will be from October 1st – December 31st.

I. <u>Sweeping Requirements</u>:

1. The Contractor will carry on his operation in such a manner that he does not damage the roadway, utilities, signs and delineators, or other structures. In the event damage occurs to highway property by reasons of sweeping operations, the Contractor shall replace or repair same at his own expense in like kind and as directed by the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be the responsibility of the Contractor. Sweeper shall be operated at a speed which produces optimum cleaning results. During sweeping operations, water shall be used to control dust. The Contractor shall be responsible for obtaining the water required, with cost of the water being born by Contractor at no additional cost to the County. If water is obtained from Gwinnett County hydrants, the Contractor shall meet all permit and fee requirements, as directed by the Gwinnett County Department of Public Utilities, with no additional compensation being made. Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished. The Contractor shall ensure that there will be no trails of dirt and dust left on the streets and no indication that the sweeper was present other than a clean street. Curbs, medians, centerlines, and intersections/super intersections for same road must be all swept within the same seven (7) day period (seven consecutive calendar days). The equipment operator shall maintain a log, listing the locations of roadways that cannot be adequately swept because of obstructions such as grass, ice, low hanging limbs or vehicles parked on County streets for extended periods of time. The Contractor shall report these locations to County's Director, within 48 hours. Deductions shall be made from the Contractor's payments for areas not swept due to obstructions that were not reported to County within the time allowed.

J. Piggy Backing:

Community Improvement Districts (CID) located within Gwinnett County will be able to contract separately with the successful bidder using the same prices. The four CIDs are Gwinnett Village, Gwinnett Place, Lilburn and Evermore.

Scheduling and method of payment will be between the contractor and the Community Improvement Districts in which Gwinnett County DOT will have no involvement.

K. <u>Traffic Control:</u>

Sweeper trucks shall be equipped with a revolving or strobe light. The revolving or strobe light shall be visible for a minimum of one mile, flash sixty (60) to ninety (90) times per minute, mounted for three hundred sixty degrees (360°) of visibility and equipped with an amber lens. Travel lane closures shall not be permitted under this contract. All equipment and personnel shall always move in the same direction as traffic during all cleaning operations. Signs, lights, and other traffic control items are not a pay item but are considered incidental to safe traffic control.

L. <u>Disposal of Debris:</u>

Disposal of debris shall be the responsibility of the Contractor and in compliance with all rules and regulations in effect at the time of disposal. Debris may be temporarily stockpiled at the pre-approved locations for a maximum of ten (10) days, for removal by the Contractor. Temporary stockpile locations elsewhere on County right-of-way

will require advance approval by the County. Cost involved with the disposal of debris shall be included in the contract unit price(s), and no additional compensation will be made. Stockpile locations will be approved by the County primarily based on the least impact to abutting property owners and the traveling public, and not necessary to facilitate the Contractor's operations.

1. Pre-Approved Dump Sites

- A. District 5 (Area "C" Maintenance Barn)
 4114 Arcadia Industrial Circle
 Lilburn, at end of cul-de-sac
- B. District 2 (Area "B" Maintenance Barn)4181 Duluth Highway (S. R. 120), Duluth1000' south of Peachtree Industrial Boulevard

Note: If one or both locations are utilized, the debris must be removed within 14 days.

Part 04- Quantities and Payments:

A. **Definition of Work/Quantities**:

An intersection is defined as the entire roadway area and curbs lying within the junction of two (2) roads and extending a minimum distance of 100' down each leg, as measured from the near edge of pavement of the adjoining road (see attached). Work shall include sweeping around any solid turn islands lying within the limits of the intersection. Intersections will be paid for by unit price. Super Intersection is any intersection that has either two left turning lanes or a left turning lane with a gore area between the turning lane and the through lanes. Super Intersections will be paid for by unit price. A curb-mile is defined as a width of at least seven (7) feet, as measured from the face of the curb, and a length of one mile. Curb cleaning of a street shall consist of that abutting through roadway sections and will also include curbs on turning lanes and curbs from all intersections between the road's limits. Sweeping along designated raised center medians (such as Jimmy Carter Boulevard from Singleton Road to U.S. 23) will be treated as curb sweeping. Sweeping along raised center medians will be paid as curb miles, as defined above. A center turn lane is defined as the entire paved area, where no curb or median is present, in the center of the road between the travel lanes. Payment will be center-lane-miles, defined as the entire center-lane area, regardless of width. Contract quantities and/or frequencies may be increased should it become necessary to provide a higher level of service in certain locations. Any additions will be located no more than three (3) miles from the nearest designated area. Quantities may be decreased temporarily due to construction projects, road closures, etc.

B. Payment for Work:

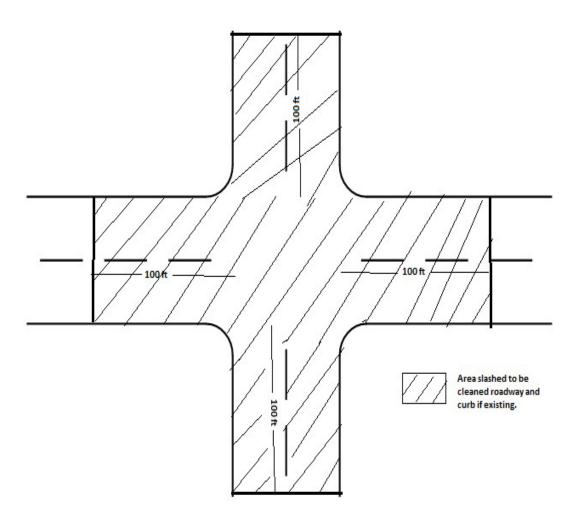
Bids are to be submitted on the following basis in regard to original estimated quantities:

- Intersections To be bid at unit price per each cleaning of each type of intersection. Total annual cost for intersections shall be the unit price times the approximate annual quantity as stated on Bid Schedule. The same unit price will be paid regardless of the configuration (single lane, multiple lanes, etc.) of the intersection. Roundabouts are considered regular intersections.
- Super Intersections To be bid at unit price per each cleaning of each type of intersection. Total annual cost
 for intersections shall be the unit price times the approximate annual quantity as stated on Bid Schedule. The
 same unit price will be paid regardless of the configuration (single lane, multiple lanes, etc.) of the
 intersection.
- 3. <u>Curb Cleaning</u> To be bid at unit price per curb-mile per cleaning. Total annual cost for curb cleaning shall be the unit price times the approximate annual quantity as stated on Bid Schedule.
- 4. <u>Center Turn Lanes</u> To be bid at unit price per center-lane-mile (regardless of width) per cleaning. Total annual cost for center lane cleaning shall be the unit price times the approximate annual quantity as stated on Bid Schedule.

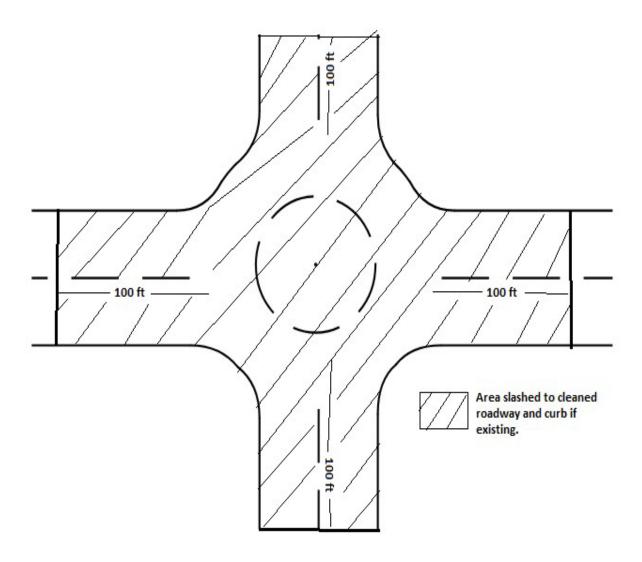
Payment for completed work will be made on the basis of a completed cycle invoice from the Contractor, and acceptance by the County's Inspector. A cycle is considered to be one complete cleaning of each of the designated intersection, curb, and center turn areas, and satisfactory disposal of the debris. The County will notify the Contractor in writing of any deletion from, or additions to, the list of roads and

intersections. Payment for each cycle will include adjustments for each deletion or addition, within the location limits stated in "Quantity and Location of Work" in the amount of the unit price for that item.

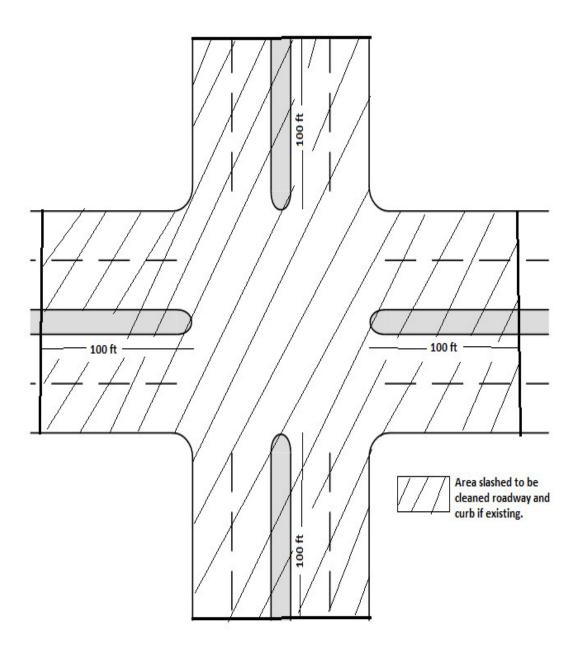
Intersection Detail



Roundabout Intersection Detail



Super Intersection Detail



C. Failure to Complete Work:

It is essential to complete all cleaning cycles within the time limits submitted and approved in the work schedule. Failure to completely clean the entire scheduled cycle will be treated as follows:

- 1. If work is incomplete due to elements beyond the contractor's control the amount of payment to the Contractor will be determined by establishing the percentage of the cycle completed and pay the percentage of the price agreement cost to the Contractor, using the bid unit price.
- 2. If work is incomplete due to fault of Contractor the County retains the right to withhold all payment for the cycle in question until the work is completed.

D. **Invoicing**:

- 1. The awarded contract shall send the invoice for the completed work to the County Construction Manager or Representative for review.
- 2. Once the Invoice has been reviewed and approved the County Construction Manager or Representative will send the invoice to the Finance Department for payment processing.

PART 05-CONTRACT PERIOD:

This is an Annual Contract with four (4) renewal options. The first contract period is expected to begin November 17th, 2024 or upon award.

PART 06 - INSURANCE & BOND REQUIREMENTS:

The successful Contractor will submit a Certificate of Insurance in compliance with the Standard Insurance Requirements document. Payment and Performance Bonds will be required by the successful contractor(s).

PART 07 - COMPENSATION:

The Contractor may submit invoices for the services described in this solicitation to the County at the following address:

Gwinnett County
Department of Financial Services, Treasury Division
75 Langley Drive
Lawrenceville, GA 30046

The Contractor may email invoices to Gwinnett County Construction Manager. Invoices should include such information as the Bid Number, the applicable Purchase Order Number, and the locations, services, and prices from the Bid Schedule.

- 1. Bid #
- 2. County Purchase Order Number
- 3. Location of Services
- 4. Description of Services Performed
- 5. Costs
- 6. Total Cost of Services

Gwinnett County terms of payment are Net within thirty days. The preferred method of payment to the Contractor is by Electronic Funds Transfer (EFT). The County also makes payments by check.

PART 08 - NO CONTACT CLAUSE:

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 without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. 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.

North Section Curb Sweeping Roads

		Tur Section Curb Sweeping	<u> </u>	0
	Street	From	То	Curb Miles
1	Spalding Drive	Medlock Bridge Road	Fulton County Line	6.9
2	East Jones Bridge Road	SR 141	Jones Bridge Circle	2.8
3**	Peachtree Corners Circle	SR 141	Jay Bird Alley	10.1
4	Langford Road	Medlock Bridge Road	US 23	1.5
5	Medlock Bridge Road	Peachtree Industrial Boulevard	Langford Road	0.8
6**	Peachtree Industrial Boulevard	Holcomb Bridge Road	River Mill Drive	20.9
7**	Peachtree Industrial Boulevard	River Mill Drive	Hall County Line	9.5
8**	Pleasant Hill Road	I-85	Fulton County Line	18.4
9	North Berkeley Lake Road	Pleasant Hill Road	Peachtree Industrial Boulevard	3.9
10	Venture Drive	Pleasant Hill Road	West Liddell Road	2.1
11	Satellite Boulevard	Smithtown Road	SR 120	26.0
12	Satellite Boulevard	SR 120	600' E Old Norcross Road (E)	3.2
13**	Satellite Boulevard	600' E Old Norcross Road (E)	Old Norcross Road (W)	4.0
14	Satellite Boulevard	Old Norcross Road (W)	Beaver Ruin Road	6.2
15**	Satellite Boulevard	Smithtown Road	SR 20	10.4
16	Steve Reynolds Boulevard	Satellite Boulevard	Old Norcross Road	0.9
17**	Steve Reynolds Boulevard	Old Norcross Road	Pleasant Hill Road	1.1
18	Brook Hollow Parkway	Jimmy Carter Boulevard	Indian Trail Road	4.2
19	Mitchell Road	US 23	Brook Hollow Parkway	2.9
20**	Sugarloaf Parkway	Peachtree Industrial Boulevard	SR 316	17.0
21**	Boggs Road	Old Norcross Road	SR 120	4.4
22**	3.0	SR 120		4.4
	Meadow Church Road Buford Dam Road	Island Ford Road	Old Peachtree Road South Waterworks Road	
23**		US 23	Johnson Road	9.8
24**	Suwanee Dam Road			8.8
25	Level Creek Road	Suwanee Dam Road	Oak Grove Drive	3.8
26**	Old Peachtree Road	Lawrenceville-Suwanee Road	US 23	19.8
27**	McGinnis Ferry Road	Lawrenceville-Suwanee Road	Fulton County Line	15.5
28**	Woodward Crossing Boulevard	SR 20	Mall of Georgia Boulevard	2.6
29**	Mall of Georgia Boulevard	SR 324	lvy Creek Bridge	6.4
30**	Hamilton Mill Road	SR 124	Pucketts Mill Road	1.9
31**	Hamilton Mill Road	US 23	South Bogan/North Bogan Road	5.7
32	Weaver Way	Best Friend Road	US 23	1.6
33	Best Friend Road	Button Gwinnett Road	Jimmy Carter Boulevard	2.5
34	Graves Road	Dawson Boulevard	Norcross Tucker Road	2.8
35**	McDonough Drive	Graves Road	Jimmy Carter Boulevard	2.0
36**	Steve Reynolds Boulevard	Indian Trail Lilburn Road	Beaver Ruin Road	5.1
37	Williams Road	Rockbridge Road	Emerald Court	0.7
38	Dickens Road	Rockbridge Road	Indian Trail Lilburn Road	3.1
39	Old Norcross Road	Steve Reynolds Boulevard	Wagon Trace	3.0
40**	Atkinson Road	Sugarloaf Parkway	Discover Mills Circle	1.5
41**	Collins Hill Road	Hurricane Shoals Road	Old Peachtree Road	8.0
42**	Jones Mill Road	SR 141 Bridge	SR 23	4.4
43	Lakes Parkway	Sugarloaf Parkway	Riverside Parkway	3.8
44**	Lawrenceville-Suwanee Road	SR 120	I-85	20.0
45**	Lawrenceville-Suwanee Road	SR 120	Sugarloaf Parkway	5.6
46**	North Brown Road	SR 120	Old Peachtree Road	8.7
47**	Northbrook Parkway	Old Peachtree Road	Old Peachtree Road	3.4
48**	Riverside Parkway	Old Norcross Road	Lawrenceville-Suwanee Road	10.8
49	Rogers Bridge Road	Peachtree Industrial Boulevard	US 23	1.6
50	Russell Road	SR 20	Lawrenceville-Suwanee Road	4.0
51	West Liddell Road	Old Norcross Road	Venture Drive	1.8
52	Howell Ferry Road	Pleasant Hill Road	Peachtree Industrial Boulevard	0.7
53+	Rufus Place	Weaver Way	Park Road	0.5
54+	Susan Lane	Rufus Place	US 23	1.3

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55+	Josephine Road	Rufus Place	Deborah Drive	0.8
56+	Deborah Drive	Weaver Way	Cedar Street/Park Road	0.5
57+	Jane Road	Rufus Place	Bruce Street	1.2
58+	Edward Street	Rufus Place	Bruce Street	1.1
59+	Bruce Street	Susan Lane	Oak Road	0.5
60+	Park Road	Rufus Place	Cedar Street/Deborah Drive	0.8
61+	Cedar Street	Park Road/Deborah Drive	Oak Road	0.2
62+	Oak Road	US 23	Ash Street	0.6
63+	Ash Street	Park Road	Hillside Drive	0.2
64+	Ash Street	Hillside Drive	Dead End	0.7
65+	Hillside Drive	US 23	Dead End	1.3
66+	Morgan Road	US 23	Poplar Street	0.5
67+	Poplar Street	Pine Road	Ash Street	0.5
68+	Pine Road	US 23	Dead End	1.4
69+	Sage Street	Dead End	Dead End	0.8
70+	Wind Way Court	Sage Street	Dead End	0.2
71+	Wind Forest Court	Sage Street	Dead End	0.3
72+	Wind Way Drive	Wind Forest Court	Gwinn Drive	0.3
		·	Total	344.50

**Denotes that total length includes sweeping along both sides of median wall or curb and bike paths

+ Denotes that the awarded bidder is required to perform sweeping operation during normal business hours

North Section Center Lane Sweeping

North Section Center Lane Sweeping				
	Street	From	То	Miles
1	Spalding Drive	SR 141	Crooked Creek Road	0.7
2	Boggs Road	Old Norcross Road	SR 120	1.9
3	Meadow Church Road	SR 120	Sugarloaf Parkway	0.7
4	Hamilton Mill Road	I-85	Pucketts Mill Road	0.6
5	Pleasant Hill Road	Howell Ferry Road	Fulton County Line	1.0
6	Old Peachtree Road	Meadow Church Road	US 23	2.6
7	Satellite Boulevard	Steve Reynolds Boulevard	Beaver Ruin Road	2.1
8	Satellite Boulevard	600' E of Old Norcross Road	SR 120	1.6
9	Steve Reynolds Boulevard	Satellite Boulevard	Old Norcross Road	0.5
10	Holcomb Bridge Road	SR 141	Jimmy Carter Boulevard	0.4
11	Suwanee Dam Road	Peachtree Industrial Boulevard	Johnson Road	2.1
12	Brook Hollow Parkway	Jimmy Carter Boulevard	Indian Trail Road	2.1
13	North Berkley Lake Road	Peachtree Industrial Boulevard	Pleasant Hill Road	1.9
14	Northbrook Parkway	Northlake Drive	Old Peachtree Road	0.6
15	Venture Drive	Pleasant Hill Road	West Liddell Road	0.7
16	West Liddell Road	Satellite Boulevard	Venture Drive	0.2
17	Howell Ferry Road	Pleasant Hill Road	Peachtree Industrial Blvd	0.3
18	Lakes Parkway	Sugarloaf Parkway	Riverside Drive	1.1
19	Collins Hill Road	SR 316	Old Peachtree Road	3.5
			Total	24.60

BL101-24 Page 13 North Section Intersection Sweeping

	North Section Intersection Sweeping			
	Street	Cross Street		
1	Spalding Drive	Medlock Bridge Road		
2	Peachtree Industrial Boulevard	Howell Ferry Road		
3	Peachtree Industrial Boulevard	South Berkeley Lake Road		
4	Pleasant Hill Road	Venture Drive		
5	Meadow Church Road	Old Peachtree Road		
6	Peachtree Corners Circle	Spalding Drive		
7	Peachtree Corners Circle	Jay Bird Alley		
8	Steve Reynolds Boulevard	Old Norcross Road		
9	Satellite Boulevard	West Liddell Road		
10	Medlock Bridge Road	South Old Peachtree Rd / Spalding Drive		
11	Suwanee Dam Road	Johnson Road		
12	North Brown Road	Old Peachtree Road		
13	Collins Hill Road	Taylor Road		
14	Collins Hill Road	Camp Perrin Road		
15	Collins Hill Road	Russell Road		
16	Collins Hill Road	Hurricane Shoals Road		
17	McDonough Drive	Dawson Boulevard		
18	Dickens Road	Harbins Road		
19	Dickens Road	Burns Road		
20	Old Norcross Road	Davis Circle		

North Section Super Intersection Sweeping

	North Section Super Intersection Sweeping				
	Street	Cross Street			
1	Peachtree Industrial Boulevard	North Berkley Lake Road			
2	Peachtree Industrial Boulevard	Rodgers Bridge Road			
3	Peachtree Industrial Boulevard	Eva Kennedy Road			
4	Peachtree Industrial Boulevard	Suwanee Dam Road			
5	Peachtree Industrial Boulevard	North Price Rd/West Price Road			
6	Peachtree Industrial Boulevard	Spring Hill Drive			
7	Peachtree Industrial Boulevard	Little Mill Road			
8	Peachtree Industrial Boulevard	Cole Road			
9	Peachtree Industrial Boulevard	Shadburn Ferry Road			
10	Peachtree Industrial Boulevard	South Waterworks Road			
11	Peachtree Industrial Boulevard	Holcombe Bridge Road			
12	Peachtree Industrial Boulevard	Medlock Bridge Road			
13	Peachtree Industrial Boulevard	Pleasant Hill Road			
14	Pleasant Hill Road	Steve Reynolds Boulevard			
15	Pleasant Hill Road	Hill Dr/North Berkley Lake Road			
16	Pleasant Hill Road	Old Norcross Road			
17	Pleasant Hill Road	Satellite Boulevard			
18	Satellite Boulevard	Sugarloaf Parkway			
19	Satellite Boulevard	Old Norcross Road			
20	Old Peachtree Road	Satellite Boulevard			
21	McGinnis Ferry Road	Satellite Boulevard			
22	McGinnis Ferry Road	Peachtree Industrial Boulevard			
23	McGinnis Ferry Road	Lawrenceville Suwanee Road			
24	Hamilton Mill Road	Sardis Church Road			
25	Hamilton Mill Road	SR 124			
26	Hamilton Mill Road	US 23			
27	Lawrenceville-Suwanee Road	Horizon Drive/Old Peachtree Road			
28	Sugarloaf Parkway	Meadow Church Road			
29	Sugarloaf Parkway	North Brown Road			
30	Sugarloaf Parkway	Old Peachtree Road			
31	Sugarloaf Parkway	Satellite Boulevard			

South Section Curb Sweeping Roads

	South Section Curb Sweeping Roads					
	Street	From	То	Curb Miles		
1**	Annistown Road	SR 124	North Deshong Road	11.8		
2	East Park Place Boulevard	Rockbridge Road	Rockbridge Road	1.6		
	West Park Place Boulevard	Rockbridge Road	Rockbridge Road	3.2		
	Rockbridge Road	East Park Place Boulevard	North Deshong Road	4.2		
	Rockbridge Road	US 78	Pounds Road	1.4		
6	Rockbridge Road	Jimmy Carter Boulevard	US 29	4.6		
7**	Five Forks Trickum Road	Sugarloaf Parkway	Rockbridge Road	11.0		
8	Indian Trail Road	Beaver Ruin Road	US 29	6.0		
9	Dawson Boulevard	Jimmy Carter Boulevard	Graves Road	2.8		
10**	Jimmy Carter Boulevard	Oakbrook Parkway	Rockbridge Road	4.8		
1	Jimmy Carter Boulevard	Rockbridge Road	Dekalb County Line	4.4		
12	Oakbrook Parkway	Jimmy Carter Boulevard	Indian Trail Road	5.0		
13	South Norcross Tucker Road	Jimmy Carter Boulevard	Dekalb County Line	2.8		
14	Singleton Road	Jimmy Carter Boulevard	Indian Trail Road	5.6		
15**	Steve Reynolds Boulevard	Indian Trail Road	Satellite Boulevard	12.0		
16	Shackleford Road	Pleasant Hill Road	Beaver Ruin Road	4.3		
17**	Club Drive	Cruse Road	Shackleford Road	7.5		
18**	Pleasant Hill Road	US 29	I-85	13.6		
19**	Old Norcross Road	Satellite Boulevard	Pike Street	19.9		
20**	Sugarloaf Parkway	SR 316	SR 20	26.4		
	Bethesda Church Road	US 29	Park Entrance	2.8		
22	Bethesda School Road	US 29	Cruse Road	2.6		
23	Ronald Reagan Parkway	SR 124	Pleasant Hill Road	14.4		
24	Tree Lane	SR 124	New Hampton Drive	1.5		
25	Medical Way	Presidential Circle	Tree Lane	0.3		
26	Presidential Circle	Ronald Reagan Parkway	SR 124	1.6		
27	Henry Clower Boulevard	US 78	US 78	3.2		
28**	Lenora Church Road	SR 124	Centerville-Rosebud Road	8.5		
29	Ridgedale Drive	SR 124	Pharrs Road	1.3		
30	Pinehurst Road	SR 124	Mason Terrace	0.6		
31	Centerville-Rosebud Road	SR 124	Lenora Church Road	2.2		
32	Skyland Drive	US 78	Temple Johnson Road	1.9		
33	Pate Road	Lenora Church Road	Crimson Creek Lane	0.8		
34**	Hope Hollow Road	SR 20	Cooper Road	1.5		
35	Dogwood Road	Five Forks Trickum Road	SR 124	3.2		
36	Arc Way	Beaver Ruin Road	Dead End	0.6		
37	Herring Road	SR 20	Camp Mitchell Road	1.6		
38	Seaboard Industrial Boulevard	Hosea Road	Gwinnett County-Fuel Station	0.8		
39	River Drive	Oak Road	North River Drive	2.7		
40	Oak Road	SR 124	Gloster Road	5.0		
41	Hewatt Road	Oak Road	Leach Road	3.5		
42	North Road	SR 124	Wisteria Drive	3.6		
43**	Webb Gin House Road	Dogwood Road	SR 20	6.0		
44	Ozora Road	SR 20	Tribble Mill Road	3.2		
L	<u> </u>					

•	•	·	Total	272.60
56	Breckinridge Boulevard	SR 120	Pleasant Hill Road	10.0
55	Cruse Road	Pleasant Hill Road	Sugarloaf Parkway	5.2
54	Cooper Road	SR 20	US 78	2.0
53	Hosea Road	SR 316	Winder Highway	2.6
52	Herrington Road	Atkinson Road	Cruse Road	4.3
51	Old Norcross Tucker Road	South Norcross Tucker Road	Dekalb County Line	3.1
50	Center Way	Oakbrook Parkway	Brook Hollow Parkway	0.6
49	Killian Hill Road	US 29	US 78	7.5
48	Lake Lucerne Road	Five Forks Trickum Road	US 78	2.8
47	Cole Road	Five Forks Trickum Road	Arcado Road	2.6
46	Pounds Road	Rockbridge Road	rbridge Road Five Forks Trickum Road	
45	Rosebud Road	SR 20	US 78	3.8

^{**}Denotes that total length includes sweeping along both sides of median wall or curb and bike path

South Section Center Lane Sweeping

	Street	From	То	Miles
1	Annistown Road	Deshong Drive	North Deshong Road	.5
2	East Park Place Boulevard	Rockbridge Road	Rockbridge Road	.8
3	West Park Place Boulevard	Rockbridge Road	Rockbridge Road	.9
4	Rockbridge Road	East Park Place Boulevard	West Park Place Boulevard	0.4
5	Rockbridge Road	Jimmy Carter Boulevard	US 29	2.3
6	Indian Trail Road	US 29	Beaver Ruin Road	2.8
7	Jimmy Carter Boulevard	Rockbridge Road	Dekalb County Line	2.2
8	Oakbrook Parkway	Jimmy Carter Boulevard	Indian Trail Road	1.8
9	South Norcross Tucker Road	Jimmy Carter Boulevard	Dekalb County Line	1.4
10	Singleton Road	Jimmy Carter Boulevard	Indian Trail Road	2.8
11	Steve Reynolds Boulevard	Meadowcreek H.S.	400' S Club Drive	1.7
12	Shackleford Road	Pleasant Hill Road	Beaver Ruin Road	0.7
13	Old Norcross Road	Breckinridge Boulevard	Herrington Road	1.8
14	Old Norcross Tucker Road	South Norcross Tucker Road	Payton Way	0.6
15	Webb Gin House Road	Dogwood Road	SR 124	2.3
16	Club Drive	Pleasant Hill Road	Sweetwater Club Drive	0.5
17	Herrington Road	SR 316	Cruse Road	1.4
18	Breckinridge Boulevard	Boggs Road	Pleasant Hill Road	2.3
20	Sweetwater Road	Club Drive	Sweetwater Club Drive	0.6
			Total	27.80

BL101-24 Page 16 South Section Intersection Sweeping

	Street	Cross Street	
1	Annistown Road	North Deshong Road	
2	Rockbridge Road	East Park Place Boulevard/Rockbridge Road	
3	Rockbridge Road	West Park Place Boulevard	
4	Rockbridge Road	Stone Drive	
5	Jimmy Carter Boulevard	Rockbridge Road	
6	Five Forks Trickum Road	Oak Road	
7	Five Forks Trickum Road	Pounds Rd/Garner Road	
8	Five Forks Trickum Road	Killian Hill Road	
9	Rockbridge Road	Five Forks Trickum Road	
10	Rockbridge Road	Lilburn Stone Mountain Road	
11	Indian Trail Road	Georgia Belle Court	
12	Indian Trail Road	Dickens Road	
13	Indian Trail Road	Burns Road	
14	Jimmy Carter Boulevard	McDonough Drive/Oakbrook Parkway	
15	Jimmy Carter Boulevard	Britt Road/Williams Road	
16	Singleton Road	Harbins Road	
17	Pleasant Hill Road	Burns Road	
18	Pleasant Hill Road	Venture Drive	
19	Pleasant Hill Road	Sweetwater Road	
20	Old Norcross Road	Boggs Road	
21	Ridgedale Drive	North Road	
22	Ridgedale Drive	Pharrs Road	
23	Pinehurst Road	North Road	
24	Dogwood Road	Holly Brook Road	
25	Dogwood Road	Webb Gin House Road	
27	Old Norcross Road	Breckinridge Boulevard	
28	Old Norcross Road	Cruse Road	
29	North Road	Pinehurst Road	
30	Rosebud Road	Cooper Road	
31	Club Drive	Shackleford Road	
32	Lenora Church Road	Henry Clower Boulevard	
33	Lenora Church Road	Pate Road	

BL101-24 Page 17 South Section Super Intersection Sweeping

	South Section Super Intersection Sweeping			
	Street	Cross Street		
1	Rockbridge Road	West Park Place/East Park Place Boulevard		
2	Indian Trail Road	Oakbrook Parkway		
3	Jimmy Carter Boulevard	Dawson Boulevard /Live Oak Parkway		
4	Jimmy Carter Boulevard	Singleton Road/South Norcross Tucker Road		
5	Steve Reynolds Boulevard	Indian Trail Road		
6	Steve Reynolds Boulevard	Club Drive		
7	Steve Reynolds Boulevard	Shackleford Road		
8	Pleasant Hill Road	Breckinridge Boulevard /Shackleford Road		
9	Pleasant Hill Road	Crestwood Parkway/Koger Boulevard		
10	Pleasant Hill Road	Club Drive		
11	Old Norcross Road	Herrington Road		
12	Sugarloaf Parkway	Five Forks Trickum Road		
13	Old Norcross Road	Sugarloaf Parkway		
14	Breckinridge Boulevard	Boggs Road		

NORTH SECTION

Item #	Approx. Annual Qty	Description	Unit Price	Total Price
1	1,378 miles	Curb sweeping	/mile	\$
2	98.40 miles	Center lane sweeping	/mile	\$
3	80 ea	Intersection sweeping	/each	\$
4	124 ea	Super intersection sweeping	/each	\$
		\$		

SOUTH SECTION

Item #	Approx. Annual Qty	Description	Unit Price	Total Price
1	1,090.40 miles	Curb sweeping	/mile	\$
2	111.20 miles	Center lane sweeping	/mile	\$
3	132 ea	Intersection sweeping	/each	\$
4	56 ea	Super intersection sweeping	/each	\$
		\$		

Adding and Removing Roads to Sweeping List

The County reserves the right to add roads to the list during the contract period at the prices listed below and to remove roads from the list as needed. The Construction Manager or Gwinnett County Representative will provide written confirmation of any additions or deletions to this list.

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Unless otherwise noted below, quoted prices will remain firm for four (4) additional one-year renewal periods.

Renewal Option 1:	_% Increase or	_% Decrease	Explanation:
	_% Increase or	_% Decrease	Explanation:
Renewal Option 3:	_% Increase or	_% Decrease	Explanation:
Renewal Option 4:	_% Increase or	_% Decrease	Explanation:
COMPANY NAME			

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

BID SCHEDULE CONTINUED

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

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

Date

Signature

Certification of Non-Collusion in Bid Preparation _

The County requires that all who enter into a contract O.C.G.A. § 13-10-91 and Rule 300-10-102, in all mann		
In compliance with the attached specifications and O. accepted by the Board of Commissioners within ninet upon which prices are quoted, at the price set opposit in the bid schedule. By submission of this bid, I unders goods and services. Vendors should select their prefe information on electronic payments, please refer to the	y (90) days of the date of bid op te each item, delivered to the des stand that Gwinnett County uses erred method of electronic paym	ening, to furnish any or all of the items signated point(s) within the time specified s Electronic Payments for remittance of lent upon notice of award. For more
_egal Business Name		
Address		
Does your company currently have a location within Gw	vinnett County? Yes 🗌 No 🗌	
Representative Signature	Printed Name	
Telephone Number	Fax Number	E-mail address
Contact Person (if someone other than the authorized r	representative listed above)	
Telephone Number	Fax Number	E-mail address

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

REFERENCES

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

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

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

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

EQUIPMENT LIST

The following list describes the sweeping equipment I will be using during this project.

Description	Manufacturer	Year	Make	Model
I understand this equipment shall be subject to inspection and approval prior to award of this price agreement.				
COMPANY NAME				
AUTHORIZED REPRESENTATIVE				
		SIGNATUR	RE	



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 O: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

Bid # & Description: BL101-24 Sweeping of Curbs and Intersections on an Annual Contract Page 23

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	
 Please select one of the following: □ No information to disclose (complete only secti □ Disclosed information below (complete section 	
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
BY: Authorized Officer or Agent Signature	Sworn to and subscribed before me this
Printed Name of Authorized Officer or Agent	day of, 20
Timed Name of Namon2ed officer of Agent	
Title of Authorized Officer or Agent of Contractor	Notary Public
	(seal

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



DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 0: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

Bid # & Description: <u>BL101-24 Sweeping of Curbs and Intersections on an Annual Contract</u> Page 24

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

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

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

E-Veri	fy * User Identification Number	Date Reg	gistered
Legal	Company Name		
Street	Address		
City/S	tate/Zip Code		
BY:	Authorized Officer or Agent (Contractor Signature)	Date	
Title c	f Authorized Officer or Agent of Contrac	tor	
SUBS BEFO	d Name of Authorized Officer or Agent CRIBED AND SWORN RE ME ON THIS THE _ DAY OF, 20		For Gwinnett County Use Only: Document ID # Issue Date: Initials:
	y Public		

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

GWINNETT COUNTY, GEORGIA LIST OF SUBCONTRACTORS

I do	, do not	, propose to subco	ntract some of the work on this proje	ct. I propose	
to Subcontract work to the following subcontractors:					
		-			
	NAME AND ADI		TVDE OF WORK		

NAME AND ADDRESS	TYPE OF WORK

Company Name	

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

- 1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident \$100,000 each accident
 - ✓ Bodily Injury by Disease \$500,000 policy limit
 - ✓ Bodily Injury by Disease \$100,000 each employee
- 2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
- 3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
- 4. Umbrella Liability Insurance \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
- 5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
- 6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
- 7. Certificate Holder should read:

Gwinnett County Board of Commissioners

75 Langley Drive

Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

- 9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
- 10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
- 11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
- All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
- 13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- 14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- 15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- 16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- 17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
- 18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- 19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- 20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Gwinnett County, Georgia

KNOW ALL MEN BY THESE PRESENTS: that
(Name of Contractor)
(Address of Contractor)
a(Corporation, Partnership or Individual)
hereinafter called Principal, and
(Name of Surety)
(Address of Surety)
a Corporation of the State of, and a surety authorized by law to do business in the State of Georgia hereinafter called Surety, are held and firmly bound unto
Gwinnett County Board of Commissioners (Name of Obligee)
75 Langley Drive, Lawrenceville, Georgia 30046 (Address of Obligee)
Thereinafter referred to as Obligee: in the penal sum of Dollars (\$) in lawfu money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs executors, administrators, and successors, jointly and severally, firmly by these presents.
WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for:
WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

BL101-24 Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not

limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this day o	f, A.D., 20
ATTEST:	
	(Principal)
(Principal Secretary) (SEAL)	 By:
	(Address)
(Witness as to Principal)	<u> </u>
(Address)	_
	(Surety)
ATTEST:	By: (Attorney-in-Fact)
Resident or Nonresident Agent	- -
(SEAL)	(Address)
(Witness as to Surety)	- -
(Address)	_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BL101-24

Page 29

BOND #

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that (Name of Contractor) (Address of Contractor) (Corporation, Partnership or Individual) hereinafter called Principal, and (Name of Surety) (Address of Surety) a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto **Gwinnett County Board of Commissioners** (Name of Obligee) 75 Langley Drive, Lawrenceville, Georgia 30046 (Address of Obligee) hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of Dollars (\$) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves,

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATT B\$101-24		Page 30
	(Principal)	
(Principal Secretary) (SEAL)	 Ву:	
	(Address)	
(Witness as to Principal)		
(Address)		
	(Surety)	
ATTEST:	By:(Attorney-in-Fact)	
Resident or Nonresident Agent	_	
(SEAL)		
(Witness as to Surety)	(Address)	
(Address)	_	
BONDING A	AGENT CONTACT INFO	1
Print Name		
Company Name		
E-Mail		
Phone	<u> </u>	

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BL101-24

KNOW ALL MEN BY THESE PRESENTS: that

Page 31

BOND #

Dollars

(\$

PERFORMANCE BOND

(Name of Contractor)
(Address of Contractor)
a
(Corporation, Partnership or Individual)
hereinafter called Principal, and
(Name of Surety)
(Address of Surety)
a Corporation of the State of, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto
Gwinnett County Board of Commissioners (Name of Obligee)
75 Langley Drive, Lawrenceville, Georgia 30046 (Address of Obligee)
hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves,

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATT B\$101-24		Page 32
	(Principal)	
(Principal Secretary)	Ву:	
(SEAL)	Бу	
	(Address)	
(Witness as to Principal)		
(Address)		
	(Surety)	
ATTEST:	By:(Attorney-in-Fact)	
Resident or Nonresident Agent		
(SEAL)		
(Witness as to Surety)	(Address)	
(Withess as to surety)		
(Address)		
BONDING AGENT	CONTACT INFO	
Print Name		
Company Name		
E-Mail		
Phone		

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

- 1. FAILURE TO USE COUNTY FEE SCHEDULE.
- 2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
- 3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
- 4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
- 5. FAILURE TO PROVIDE BID BOND, <u>WHEN REQUIRED</u>, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. <u>BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS</u>. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
- 6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
- 7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

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

II. DELIVERY

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

III. EXPLANATION TO VENDORS

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

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

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

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

proposal was submitted.

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary

to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and:

1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-33.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds

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

XXXII. INDEMNIFICATION

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

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

XXXIII. CODE OF ETHICS

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

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

B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online Vendor Login and Registration on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click here for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

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

BL101-24, Resurfacing of Major County Roads on a Term Contract

Buyer Initials: MM

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
COMPA	ANY NAME
AUTHO	RIZED REPRESENTATIVE
	SIGNATURE