



December 10, 2024

**INVITATION TO BID
BL003-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Carpet and Upholstery Cleaning Services on Annual Contract** with four (4) options to renew for various Gwinnett County departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on January 3, 2025**, at the Gwinnett County Purchasing Office, 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.

Questions regarding bids should be directed to Casey Beauston, Purchasing Associate II, at casey.beauston@gwinnettcounty.com or by calling 770-822-7995, **no later than 3:00 pm on December 20, 2024**. Bids are legal and binding upon the bidder when submitted.

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

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

The written bid documents supersede any verbal or written prior communications between the parties.

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

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

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

Casey Beauston
Purchasing Associate II

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

- Bid Schedule, Pages 15 - 17**
- References, Page 18**
- Contractor Affidavit and Agreement, Page 19**
- Code of Ethics Affidavit, Page 20**
- List of Subcontractors, Page 21**
- Security Precautions and Requirements, Pages 22 - 29**

PROVISION OF CARPET AND UPHOLSTERY CLEANING SERVICES

I. INTRODUCTION

Gwinnett County is soliciting competitive bids for the services of carpet and upholstery cleaning, protection, and sanitizing. This comprises an important element of the County's comprehensive carpet care program. This contract will not apply to other types of flooring. Most cleaning will be scheduled ahead on a set time interval. However, there will also be emergency cleaning requests that must be handled within 24 hours of request. Multiple departments are participating in this contract including Community Services, Fire & Emergency Services, Police Services, Support Services, and the Sheriff's Office. Each department will have its own Designated Department Representative to request, schedule, and coordinate cleaning and each department will handle billing separately. The County has a wide variety of facilities each with unique hours of operation, security protocols, and operational considerations. Many will be open seven (7) days a week and may operate 24 hours a day. Service buildings which are open to the public will require after-hours scheduled cleanings. Selected contractor(s) must accommodate these scheduling requirements and have staffing available for night and weekend cleaning.

II. SCOPE OF SERVICES

Scheduled cleaning will vary by department and by facility. There is no guaranteed minimum annual scope of service. The requirements of each department are stated here with some general stipulations that apply to all departments. Most services will be scheduled in advance at a set time each year to complete full carpet and upholstery cleaning of an entire facility. Additional on-demand scheduled service may be requested and must be completed within one week of the request. These may be for smaller areas due to moves or additional cleaning of limited high traffic areas. Many facilities have security sensitive areas. Where assisted access is needed, the Designated Department Representatives will not be required to remain longer than 15 minutes past the scheduled arrival time when not notified at least 24 hours in advance of a revision in the schedule, and no compensation will be made to the vendor for not being able to complete service. The carpet square foot charge for scheduled service will be an all-inclusive rate and there will be no additional charge for equipment, supplies, administration, or overhead. Likewise, the upholstery cleaning charge will be at an all-inclusive rate. Emergency service requests must be completed the same day if notified before noon or by noon the next day if notified after noon and will be priced the same as regular service plus a single emergency trip charge. There will be no trip charge for scheduled service.

The County will require specific types of cleaning processes based on a variety of factors including but not limited to hours of operation, level of public use, judicial concerns, nature of services provided, as well as manufacturer recommendations, and industry standards. Support Services facilities include general administrative, courts, and public services buildings. These buildings are open to the public during normal business hours and must be cleaned after-hours, on County observed holidays, or on weekends. Some buildings, including all Libraries, are open seven days a week, up to 14 hours a day, additionally many have open access and are open to the public during night hours. Vendor may be expected to ensure that these facilities are secure including setting the alarm after cleaning is completed, as well as work with Designated Department Representative to determine scheduling. The department generally expects that most of these buildings will be cleaned every six months on a set schedule, which will be communicated to the vendor at the beginning of the contract term, will be staggered to have a few facilities scheduled each month, and will take into consideration the operational needs of each facility. Upholstered furniture will be cleaned at least annually in each facility at the same time as the carpet. Emergency cleaning and Spot Cleaning may be completed during normal hours in some instances. The Designated Department Representative will communicate instructions when requesting emergency cleaning. To complete service timely, for facilities 10,000 sq. ft. or more, vendor must provide at least two (2) technicians, and for facilities 40,000 sq. ft. or more, vendor must provide at least four (4) technicians. Upholstery cleaning will be priced by the piece, with gang seating considered multiple pieces according to the number of chairs. Support Services invoices must be separated by type of building. Separate Purchase Orders will be issued for general buildings, libraries, fleet, and airport facilities.

III. SCHEDULING

A. Deep Cleanings

The County has set intervals of scheduled cleanings which occur in pre-determined months at specific facilities. It shall be the responsibility of the designated department Representative to relay specifics hours of expected service as well as logistics for specific facilities.

B. Emergency Requests

The County will require the contractor to have staff available for emergency service requests. These requests must be acknowledged within two (2) hours and respond with technicians in the field within four (4) hours. Emergency requests shall be billed at the rates as stated in the Bid Schedule. Trip charge shall be allowed for emergency service responses.

C. Spot Cleaning

The County will occasionally request spot cleanings. Spot cleanings may be requested when regular upkeep cleanings are insufficient or when non-hazardous stains need to be removed without cleaning an entire area. Trip charge will be acceptable when spot cleanings are requested.

IV. QUALITY STANDARDS AND PERFORMANCE

In order to maintain professional appearance, ensure quality indoor air, as well as to achieve maximum lifespan out of County assets, the County will not accept work that is insufficient or incomplete. Contractors will be required to submit completed checklists with each job.

Contractor equipment must be modern and in good working order. Obtaining the results the County requires will necessitate equipment be no older than ten (10) years old.

Techs will be required to maintain a professional appearance at all times. The County reserves the right to deny facility access to contractors with inappropriate attire (see definitions).

The County will perform checklist-based inspections after the completion of services, any deficiencies will be noted and communicated to the vendor, at which point the vendor must work with the Designated Department Representative for scheduling requirements and considerations to rectify deficiencies.

The high-quality standards that the County requires will require specific processes, equipment, and chemicals. The quality standards set forth and required under this Contract are based on industry standards set forth by CRI (Carpet and Rug Institute).

A. Sequence

Unless otherwise noted, the contractor is responsible for moving furniture including, but not limited to, chairs, tables, wastebaskets, trash cans, and any other item that can be moved easily to clean the carpet properly. For Fire and Emergency Services, furniture will be moved before scheduling cleaning with the contractor. Police Services does not require furniture to be moved.

1. Vacuum areas first, with a certified SOA-listed commercial vacuum cleaner. Concentrated entry area vacuuming is required to reduce soil transmission in egress areas.
2. If area rug is over carpet, it should be moved to a hard floor and cleaned, where it can remain overnight to be replaced by County staff. If it is over a hard floor already, it should stay in place. In facilities where rugs are cleaned, wet rugs can be left flat on the floor in any conference room, lobby, or hallway with a hard floor (NOT on top of carpet). County staff can replace later or the following morning. These area rugs described here do not include County employees' personal rugs and mats.
3. Follow manufacturer's indications for mixing solutions carefully.

4. Apply a SOA-certified cleaning pre-spray solution, following chemical manufacturer's label instructions. This is the most critical step as the pre-spray separates the soil from the carpet fibers to allow for extraction. Dwell time must be in accordance with chemical manufacturer's label indications.
5. Agitate into carpet fibers.
6. Allow pre-spray to dwell as necessary. Taking precautions to avoid over spraying adjacent surfaces. Soils take time to dissolve and become suspended.
7. Extract using a CRI certified deep cleaning system fewer than ten (10) years old. For modular carpet tiles, the County requires the encapsulating method.
8. Allow it to dry.
 - i. Supply natural or mechanical ventilation during the cleaning and drying phases of deep cleaning. Adequate ventilation is necessary to speed up drying time. The use of commercial air movers or dehumidifiers greatly reduces drying time. Cleaning is not completed until the carpet is dry and ready to be trafficked.
 - ii. Limit access to damp carpet until it is completely dry to avoid slip and fall as well as re-soiling the carpet. Place wet floor signs per OSHA 10 standards.
 - iii. When cleaning under chairs or floor mats it is important to allow area to dry before covering carpet back up.

B. Protection, Cleaning and Restoration of Work Sites

1. Site Protection

The Contractor shall take all necessary precautions for the safety of the County and Contractor's employees and the general public. Contractor shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the employees, workers, and public citizens. When necessary, the Contractor shall post signs warning against hazards in and around the work site. The service provider shall keep work sites clean and free of debris. When providing services, the service provider shall maintain a level of cleanliness and neatness needed for proper execution of the work. When services are complete, the service provider shall clean the work site, in all areas disturbed by its activities, of rubbish, waste material and litter; remove all tools, equipment and surplus materials from the site, and remove any temporary protection and facilities installed during its services. Any surfaces and/or finishes that are damaged by the service provider's work shall be patched, repaired, and repainted to match the surrounding area. Where such items are inadvertently destroyed or damaged, the contractor shall replace or restore components to match previously existing finishes at no cost to the County. All repairs are subject to County approval. The Contractor shall not leave any equipment unattended on County property unless authorized in writing by the County. The Contractor is responsible for all damage or loss by fire, theft, etc. to materials, tools, equipment, and consumables left on Gwinnett County property by the Contractor.

2. Waste Disposal

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

V. ADDITIONAL REQUIREMENTS**A. Certifications**

All technicians will be required to possess a current OSHA 10 certification.

B. Subcontractors

The awarded Contractor will be expected to utilize its own staff for the execution of work under this invitation. Subcontractors may only be utilized in special circumstances with prior written permission from the Designated Department Representative.

C. Sample Reports

After award but before work commences, the awarded Contractor(s) shall submit sample service reports and invoices.

VI. Service Locations

Service locations include facilities for the Departments of Community Services, Fire and Emergency Services, Police Services, and Support Services. Various levels of service may be required at each of these facilities. The square footage of each location is stated to show the scope and general nature of the contract and is the basis for the Bid Schedule. However, these are approximations; any of these facilities may be renovated and the carpet area may change. The County reserves the right to add facilities and/or services as needed at a mutually agreeable and comparable rate, and to delete facilities and/or services as needed. A County representative will provide written confirmation of any additions or deletions. It is strongly recommended that contractors visit each location, or as many as time permits, before submitting a bid to consider existing conditions to determine the amount of work involved at each location.

Section 1A: Gwinnett County Department of Support Services – Operations and Maintenance – General Buildings			
Location	Square Feet	Location	Square Feet
Gwinnett Justice & Administration Center 75 Langley Drive Lawrenceville, GA 30046	326,140	Gwinnett County Historic Courthouse 185 W. Crogan Street Lawrenceville, GA 30046	5,200
One Justice Square 446 W. Crogan Street Lawrenceville, GA 30046	99,000	Gwinnett Government Annex 750 South Perry Street Lawrenceville, GA 30045	30,000
Gwinnett County Fleet Management 620 Swanson Drive Lawrenceville, GA 30043	2,200	Gwinnett County Courts Annex 115 Stone Mountain Street Lawrenceville, GA 30046	77,000
Buford Human Services Center 2750 Suwanee Avenue Buford, GA 30515	6,600	Gwinnett Central Services 455 Grayson Highway Lawrenceville, GA 30043	10,000
Lawrenceville Senior Center Rhodes Jordon Park 225 Benson Street Lawrenceville, GA 30046	6,180	DOT Central Facility 620 Winder Highway Lawrenceville, GA	7,960
Norcross Human Services Center 5030 Georgia Belle Court Norcross, GA 30093	20,385	GA State Patrol 1645 Pleasant Hill Road Duluth, GA	2,500

Section 1A: Gwinnett County Department of Support Services – Operations and Maintenance – General Buildings			
Location	Square Feet	Location	Square Feet
Gwinnett Senior Services Center 567 Swanson Drive Lawrenceville, GA 30043	5,190	Georgia Dept. of Driver Services 310 Hurricane Shoals Lawrenceville, GA 30046	2,750
Charlotte J. Nash Court Building 75 Langley Drive Lawrenceville, GA 30046	100,000	Gwinnett Entrepreneur Center 405 N. Perry St. Lawrenceville, GA 30046	4,900
Day Reporting Center 595 Old Norcross Road Lawrenceville, Georgia 30045	8,500	OneStop Buford 2755 Sawnee Avenue Buford, GA 30518	6,600
One Stop Centerville 3075 Bethany Church Rd. Snellville, GA 30039	TBD	Records Management Warehouse (under construction at time of solicitation) 1050 Grayson Hwy, Lawrenceville, GA 30046	TBD
OneStop Norcross 5030 Georgia Belle Court Norcross, GA 30093	20,385	Bill Atkinson Animal Welfare Center 884 Winder Highway Lawrenceville, GA 30045	Upholstery Only
Centerville Senior Center 3075 Bethany Church Road Snellville, GA 30039	6,180	Medical Examiner's Office 320 Hurricane Shoals Road Lawrenceville, GA 30046	3,000
Isaac Adair House 455 S. Perry St Lawrenceville, GA 30046	Upholstery Only	Female Seminary 415 S. Perry St Lawrenceville 30046	Upholstery Only
Current Total Square Feet			750,670

Section 1B: Gwinnett County Public Libraries			
Location	Square Feet	Location	Square Feet
Mountain Park Library 1210 Pounds Rd. S.W. Lilburn, GA 30247	9,230	Elizabeth Williams Snellville Library 2245 Wisteria Drive Snellville, GA 30078	19,800
Lilburn Library & City Hall 340 Main Street Lilburn, GA 30047	32,000	Peachtree Corners Library 5570 Spalding Drive Norcross, GA 30092	13,360
Duluth Library 3180 Main Street Duluth, GA 30096	19,800	Buford-Sugar Hill Library 2100 Buford Highway Buford, GA 30518	9,560

Section 1B: Gwinnett County Public Libraries			
Lawrenceville Library Headquarters 1001 Lawrenceville Highway Lawrenceville, GA 30245	25,400	Norcross Library 5735 Buford Highway Norcross, GA 30071	19,800
Five Forks Library 2780 Five Forks Trickum Road Lawrenceville, GA 30045	18,100	Collins Hill Library 455 Camp Perrin Road Lawrenceville, GA 30043	18,670
Suwanee Library 361 Main Street Suwanee, GA 30024	18,420	Centerville Library/Community Center 3025 Bethany Church Rd. Snellville, GA 30039	19,800
Dacula Library 265 Dacula Road Dacula, GA 30019	18,480	Grayson Library 700 Grayson Parkway Grayson, GA 30017	18,480
Hamilton Mill Library 3690 Braselton Highway Dacula, GA 30019	18,700	Hooper-Renwick Themed Library 56 Neal Boulevard Lawrenceville, GA 30046	4,500
Total Square Feet			284,100

Section 1C – Gwinnett County Airport			
Location	Square Feet	Location	Square Feet
DOT Airport Office Administration Building 600 Briscoe Blvd. Lawrenceville, GA 30045	2,400	Briscoe Field Control Tower 590 Briscoe Blvd. Lawrenceville, GA 30045	750
Total Square Feet			3,150

Section 1D - Gwinnett County Tag Offices			
Location	Square Feet	Location	Square Feet
Snellville Tag Office 2845 Lenora Church Road Snellville, GA 30078	2,400	Peachtree Corners Tag Office 6135 Peachtree Parkway Norcross, GA 30092	1,400
North Gwinnett Tag Office (excluding Police Precinct) 2735 Mall of Georgia Blvd Buford, GA 30519	2,400		
Total Square Feet			6,200
CURRENT GRAND TOTAL FOR DEPARTMENT OF SUPPORT SERVICES			1,044,120

Section 2 - Gwinnett County Department of Police Services			
Location	Square Feet	Location	Square Feet
Police Headquarters 770 Hi Hope Road Lawrenceville, GA 30043	64,278	Police Training Center 854 Winder Highway Lawrenceville, GA 30045	44,811
Police Central Precinct 3125 Satellite Blvd Duluth, GA 30096	13,500	Police South Precinct 2180 Stone Drive Snellville, GA 30047	11,600
Police East Precinct 2273 Alcovy Road Dacula, GA 30019	16,600	Police West Precinct 6160 Crescent Drive Norcross, GA 30071	11,000
Police North Precinct 2735 Mall of Georgia Blvd Buford, GA 30519	12,000	Gwinnett Police Annex and E911 Center 800 Hi Hope Rd. Lawrenceville, GA 30043	20,924
Police Bay Creek Precinct and E911 185 Ozora Road Loganville, GA 30052	18,355	Police Aviation 600 Briscoe Blvd Lawrenceville, GA 30046	2,360
GRAND TOTAL FOR POLICE SERVICES			215,428

Section 3 – Gwinnett County Department of Fire and Emergency Services		
Facility Location	Square Feet	Instructions
Fire Station #01 165 Lawrenceville St. Norcross, GA 30071 Ph # 678-518-5001	2,028	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #02 12 Harmony Grove Rd. Lilburn, GA 30047 Ph # 678-518-5002	1,040	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #03 4394 Five Forks Trickum Rd Lilburn, GA 30047 Ph # 678-518-5003	1,008	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #04 5550 Spalding Dr. Norcross, GA 30092 Ph # 678-518-5004	1,034	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #05 3001 Old Norcross Rd. Lawrenceville, GA 30045 Ph # 678-518-5005	3,269	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday

Section 3 – Gwinnett County Department of Fire and Emergency Services		
Facility Location	Square Feet	Instructions
Fire Station #06 3890 Johnson Dr. Snellville, GA 30039 Ph # 678-518-5006	2,028	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #07 3343 Bunten Rd. Duluth, GA 30096 Ph # 678-518-5007	3,269	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #08 2295 Brannan Blvd Grayson, GA 30017 Ph # 678-518-5008	1,874	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #09 & Medic I 1900 Five Forks Trickum Rd Lawrenceville, GA 30044 Ph # 678-518-5009	2,023	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #10 1131 Rock Springs Road Lawrenceville, GA 30043 Ph # 678-518-5010	3,500	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #11 5885 Live Oak Pkwy Norcross, GA 30093 Ph # 678-518-5011	3,243	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #12 2815 Lenora Church Rd. Snellville, GA 30078 Ph # 678-518-5012	3,243	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #13 105 Main Street Suwanee, GA 30024 Ph # 678-518-5013	3,500	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #14 & Medic II 1600 Highway 23 Buford, GA 30518 Ph # 678-518-5014	2,978	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #15 199 Scenic Hwy Lawrenceville, GA 30045 Ph # 678-518-5015	3,500	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #16 195 Dacula Rd. Dacula, GA 30019 Ph # 678-518-5016	882	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday

Section 3 – Gwinnett County Department of Fire and Emergency Services		
Facility Location	Square Feet	Instructions
Fire Station #17 2739 Brooks Rd. Dacula, GA 30019 Ph # 678-518-5017	882	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #18 1515 Mineral Springs Rd. Hoschton, GA 30548 Ph # 678-518-5018	3,269	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #19 3275 N. Berkeley Lake Rd. Duluth, GA 30096 Ph # 678-518-5019	1,916	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #20 & Youth Training Facility 1801 Cruse Rd. Lawrenceville, GA 30044 Ph # 678-518-5020	3,024	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #21 470 Old Peachtree Rd. Suwanee, GA 30024 Ph # 678-518-5021	2,142	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #22 2180 Stone Dr Lilburn, GA 30047 Ph # 678-518-5022	2,142	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #23 4355 Steve Reynolds Blvd Duluth, GA 30096 Ph # 678-518-5023	1,874	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #24 2735 Mall of GA Blvd Buford, GA 30519 Ph # 678-518-5024	3,269	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #25 3575 Lawrenceville Hwy. Lawrenceville, GA 30044 Ph # 678-518-5025	1,874	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #26 6075 Suwanee Dam Rd Sugar Hill, GA 30518 Ph # 678-518-5026	1,874	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #27 2825 Old Fountain Rd. Dacula, GA 30019 Ph # 678-518-5027	1,874	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday

Section 3 – Gwinnett County Department of Fire and Emergency Services		
Facility Location	Square Feet	Instructions
Fire Station #28 3725 Rosebud Rd. Loganville, GA 30052 Ph # 678-518-5028	1,874	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #29 2800 Thompson Mill Road Buford, GA 30519 Ph # 678-518-5029	1,874	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #30 1052 Ozora Road Loganville, GA 30052 Ph # 678-518-5030	3,269	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Station #31 1061 Collins Hill Road Lawrenceville, Ga 30046 Ph # 678-518-4931	3,500	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Fire Headquarters 408 Hurricane Shoals Rd NE Lawrenceville, GA 30045 Ph # 678-518-4800	12,407	One (1) Carpet Cleaning One (1) Protector Application BY APPOINTMENT ONLY
Logistical Support (Resource Management) 450 Hosea Rd. Lawrenceville, GA 30045	1,183	One (1) Carpet Cleaning One (1) Protector Application BY APPOINTMENT ONLY
Fire Training Academy 3608 Braselton Hwy Dacula, GA 30019 Ph # 678-518-6801	33,000	One (1) Carpet Cleaning One (1) Protector Application BY APPOINTMENT ONLY
Fire College Annex Training Station 3600 Braselton Hwy Dacula, GA 30019 Ph # 678-518-6801	5,000	One (1) Carpet Cleaning One (1) Protector Application BY APPOINTMENT ONLY
Apparatus Management 650 Swanson Dr Lawrenceville, GA 30045 Ph # 678-518-6590	300	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday - Friday
Facilities Management 1890 Five Forks Trickum Rd Lawrenceville, GA 30045 Phone# 678-518-6500	583	One (1) Carpet Cleaning One (1) Protector Application Hrs: 8am – 5pm Monday – Friday
GRAND TOTAL FOR FIRE AND EMERGENCY SERVICES	125,549	

Section 4 – Gwinnett County Department of Community Services			
Location	Square Feet	Location	Square Feet
Best Friend Park Gym 6224 Jimmy Carter Blvd. Norcross, GA 30071	1,606	Lenora Park Gym 4515 Lenora Church Rd Snellville, GA 30058	150
Bethesda Park Aquatic Center 225 Bethesda Church Rd Lawrenceville, GA 30044	658	Lilburn Activity Building 788 Hillcrest Rd Lilburn, GA 30047	3,664
Bethesda Park Senior Center 225 Bethesda Church Rd Lawrenceville, GA 30044	6,170	Lucky Shoals Park Community Recreation Center 4651 Britt Rd Norcross, GA 30093	3,870
Bogan Park Community Recreation Center 2723 North Bogan Rd Buford, GA 30519	5,756	Mountain Park Activity Building 1063 Rockbridge Rd Stone Mountain, GA 30087	1,338
Bogan Park Aquatic Center 2723 North Bogan Rd Buford, GA 30519	157	Mountain Park Aquatic Center 1063 Rockbridge Rd Stone Mountain, GA 30087	412
Bogan Park Gym 2723 North Bogan Rd Buford, GA 30519	955	Mountain Park Depot 5050 Five Forks Trickum Rd Lilburn, GA 30047	1,856
Collins Hill Park Aquatic Center 2200 Collins Hill Rd Lawrenceville, GA 30043	307	Pinckneyville Park Community Recreation Center 4650 Peachtree Industrial Blvd. Norcross, GA 30071	5,027
Dacula Park Activity Building 2735 Auburn Avenue Dacula, GA 30019	1,291	Rhodes Jordan Community Recreation Center 100 E. Crogan Street Lawrenceville, GA 30046	6,366
George Pierce Park Community Recreation Center 55 Buford Hwy Suwanee, GA 30024	6,318	Shorty Howell Park Activity Building 2750 Pleasant Hill Rd. Duluth, GA 30096	3,097
Hudlow Tennis Center 6224 Jimmy Carter Blvd. Norcross, GA 30071	2,035	West Gwinnett Park Aquatic Center 4488 Peachtree Industrial Blvd. Norcross, GA 30071	482
GRAND TOTAL FOR COMMUNITY SERVICES			52,955

Section 5 – Sheriff’s Office			
Location	Square Feet	Location	Square Feet
Gwinnett County Sheriff’s Office 2900 University Parkway Lawrenceville, GA 30043			
Courts	3,500	Lobby	3,200
Tunnel	1,500	Classroom	2,000
Total Square Feet			10,200

VII. GENERAL REQUIREMENTS

A. Equipment

The contractor will provide a list of equipment to be used for all cleaning applications as part of the bid response. All equipment must be CRI-certified in good operating order and fewer than ten (10) years old. Any bid that does not include a list of equipment may be rejected. The County may require a viewing of this equipment and/or list of employees, facilities, etc. at the contractor’s place of business prior to awarding the contract to determine sufficient equipment, personnel, and resources are available to service the contract. The County has the option to require the use of certain equipment for service.

B. Cleaning Chemicals

Contractors will submit Material Safety Data Sheets (MSDS) on all proposed chemicals to be used in cleaning services. All chemicals must be CRI-approved. Any bid that does not include a list of chemicals and MSDS sheets may be rejected. It shall be the responsibility of the awarded Contractor(s) to test chemicals on carpets in an inconspicuous location before broad application. Contractor will be responsible for monitoring manufacturer recalls and changes in codes and laws regarding chemical compound usage and to immediately discontinue using any chemicals deemed by new research to be hazardous to health or otherwise dangerous and shall submit alternative cleaning chemicals for approval by the County as necessary.

C. Reporting

At the beginning of the contract, the contractor will submit a list of all facilities with detailed man hours planned for each service including the number of technicians to be on site. The County uses this information in its asset management plan. Departments may require that a signature be obtained on a service ticket when cleaning is completed at a facility. Whenever possible, effort should be made to obtain a County representative’s signature. Otherwise, emailing a service ticket is acceptable. This service ticket will accompany the contractor’s invoice.

D. Invoicing

Compensation will be based on the pricing stated in the Bid Schedule. No other compensation will be made under this contract. Travel time or administrative time will not be compensated. Invoices will only be paid once service is complete and may be submitted per facility or monthly for all facilities completed, by email to disbursements@gwinnettcounty.com and the Department Representative. The Department Representative will notify the contractor if revisions to the invoice are required. Each department requires a separate invoice for their facilities. Support Services will also require invoices to be split up based on type of building. Invoices will not be paid until they are correct per the contract requirements. Each invoice must include the vendor’s name and address, a unique invoice number, correct date, purchase order number, facility name where service was performed, description of service including area of carpet or number of furniture serviced, unit cost that matches the Bid Schedule, total cost per line item, and total due for the invoice.

E. Security Clearance

For each employee working under this contract, the Contractor shall provide the County with a Gwinnett County Government Consent form that will permit the County to run criminal background checks. Employees will be allowed on County property only after they have been cleared by these background evaluations. Once approved, employees will be issued contractor ID badges that must be worn in a visible manner at all times when employees are on County property.

F. Insurance

After notification of the contract award, the successful Contractor(s) shall provide the County with a Certificate of Insurance in compliance with the provisions in the included Insurance Requirements.

VIII. DEFINITIONS**A. Designated Department Representative**

The administration of this Contract shall be through the use of Designated Department Representatives (DDR). The role and responsibilities of the DDR are noted in previous sections through descriptions of the relationship to the Contractor. The DDR may designate other personnel to provide certain directions or decisions. The DDR or their designee are the only points of contact for decisions regarding the execution of this contract.

B. Piece of Upholstery

This shall be defined as the entirety of an individual piece, not individual cushions. Chairs ganged together shall be considered as individual chairs for the purpose of the Contract.

C. Appropriate Attire

The County will require professionalism at all times. Contractor representatives should be wearing branded apparel, free of vulgarities or political speech. Shirts shall be tucked in. Footwear must be ANSI anti slip rated.

D. Encapsulating

Encapsulation cleaning is an interim carpet cleaning method that involves Pre vacuuming the work area, then working in a low-moisture and uses a chemical crystallizing cleaning solution into the carpet to remove soil and stains from carpet. Post vacuuming to remove excess crystallizing solution from the carpet.

E. Spot Cleaning

The process of using tools, chemicals or agents to remove non-permanent marks, stains, and smudges, ensuring a uniform appearance.

IX. MISCELLANEOUS

No Bonds are required on this contract.

Unit Prices shall not exceed two (2) decimal places.

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

BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. ANNUAL QTY	UNIT PRICE (per sq. ft., or each)	TOTAL PRICE
SECTION 1: SUPPORT SERVICES				
1	Sections 1A – 1D: Department of Support Services (General Buildings, Gwinnett County Public Libraries, Gwinnett County Airport, Gwinnett County Tag Offices) – Carpet Cleaning (2 times per year; 1,044,120 sq. ft. x 2)	2,088,240 sq. ft.	\$	\$
2	Sections 1A – 1D: Department of Support Services (General Buildings, Gwinnett County Public Libraries, Gwinnett County Airport, Gwinnett County Tag Offices) – Carpet Protector Application	200,000 sq. ft.	\$	\$
3	Sections 1A – 1D: Department of Support Services (General Buildings, Gwinnett County Public Libraries, Gwinnett County Airport, Gwinnett County Tag Offices) – Carpet Sanitization	50,000 sq. ft.	\$	\$
SECTION 1 TOTAL				\$
SECTION 2: POLICE SERVICES				
4	Section 2: Police Services - Carpet Cleaning (2 times per year; 215,428 sq. ft x 2)	430,856 sq. ft.	\$	\$
5	Section 2: Police Services - Carpet Protector Application (1 time per year)	215,428 sq. ft.	\$	\$
SECTION 2 TOTAL				\$
SECTION 3: FIRE AND EMERGENCY SERVICES				
6	Section 3: Fire and Emergency Services - Carpet Cleaning (1 time per year)	125,549 sq. ft.	\$	\$
7	Section 3: Fire and Emergency Services - Carpet Protector Application (1 time per year)	125,549 sq. ft.	\$	\$
SECTION 3 TOTAL				\$
SECTION 4: COMMUNITY SERVICES				
8	Section 4: Community Services – Carpet Cleaning (as-needed basis)	52,955 sq. ft.	\$	\$

COMPANY NAME _____

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

BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. ANNUAL QTY	UNIT PRICE (per sq. ft., or each)	TOTAL PRICE
9	Section 4: Community Services – Carpet Protector Application (as-needed basis)	52,955 sq. ft.	\$	\$
SECTION 4 TOTAL				\$
SECTION 5: SHERIFF				
10	Section 5: Sheriff – Carpet Cleaning (as-needed basis)	10,200 sq. ft.	\$	\$
11	Section 5: Sheriff – Carpet Protector Application (as-needed basis)	10,200 sq. ft.	\$	\$
SECTION 5 TOTAL				\$
SECTION 6: MISCELLANEOUS				
12	Carpeted Entrance Mats - Cleaning (maximum size 6x6)	10 each	\$	\$
13	Upholstery Cleaning (per piece of furniture)	10,000 each	\$	\$
14	On Demand/Spot/Emergency Cleaning Request	20 each	\$	\$
15	On Demand/Spot/Emergency Cleaning Request Trip Charge	20 each	\$	\$
SECTION 6 TOTAL				\$
GRAND TOTAL OF ALL SECTIONS				\$

*NOTE: All Bid Schedule line items are approximate. Square footage and County needs may vary. There are no minimum or maximum quantities.

COMPANY NAME _____

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

BID SCHEDULE CONTINUED

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon award (may require Board of Commissioners approval).

Unless otherwise noted, quoted prices will remain firm for four (4) additional one-year periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

Certification Of Non-Collusion in Bid Preparation _____
Signature _____ Date _____

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

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions for Vendors" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item bid, delivered to the designated point(s) within the time specified in the bid schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions for vendors.

Legal Business Name _____

Complete Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ E-mail Address _____

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

REFERENCES

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

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

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

COMPANY NAME _____



BL003-25 Provision of Carpet and Upholstery Cleaning Services on an Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

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



CODE OF ETHICS AFFIDAVIT

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

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

1. _____
Company Submitting Bid/Proposal

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

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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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

SECURITY PRECAUTIONS AND REQUIREMENTS

PART 1- REQUIREMENTS

1. The successful contractor shall execute and provide a Gwinnett County Government Consent Form for each employee and subcontractor to be working on site. A criminal history will be run and approved prior to contractor's employees / subcontractors permitted on site. Once approved, said employees / subcontractors will be issued a contractor ID badge and this badge must be visibly worn at all times.

WINNETT COUNTY GOVERNMENT
Department of Support Services and Gwinnett County
Sheriff's Office
Consent Form

I, _____ hereby authorize the
(Print Name)

Gwinnett County Sheriff's Office to receive all criminal history and driving history records information pertaining to me, which may be in the files of any state or local criminal justice agency. I understand that permission for me to work within Gwinnett County facilities and receive an Identification Card for such purposes will be contingent upon the results of a complete background investigation; and I am aware that withholding information or making false statements on this form will be a basis for rejecting my submission for work within County facilities, or upon discovery, withdrawal of the permission to work within County facilities, and the required return of the associated County issued Identification Card.

I authorize any of the persons or organization referenced in this application to give to you all information concerning my criminal history record and driving history record, and any other information they might have, personal or otherwise, and release all such parties from all liability for any damage that may result from furnishing such information to you. I further authorize you to request and obtain any criminal history and driving history records from any federal, state, or local jurisdictions or law enforcement agencies and release all such parties from all liability for any damage that may result from furnishing such information to you.

I agree to these conditions and I hereby certify that all statement made by me on this application are true and complete.

Signature of applicant as usually written

Date

GWINNETT COUNTY GOVERNMENT
Consent Form Supplement

Instructions: Please type or print legibly in ink. All questions must be answered; if a question is not applicable, so state by indicating NA (not applicable). Please be specific when completing the form to ensure all information is complete, true, and correct. Omission of facts will be perceived as falsification and will be the basis for rejection of your submission, or upon discovery, withdrawal of the County issued ID and permission for work within County facilities.

Last Name _____ First Name _____

Middle Name _____ Sex _____ Race _____

Social Security Number _____ Date of Birth _____

List any nicknames, maiden names and other names you have used _____

Current Address _____

Current Telephone Number _____

List previous addresses for last five years:

Dates	Street Address	City	State

Have you ever been convicted of or plead guilty or no contest to a felony or misdemeanor, excluding all offenses for which you were charged as a juvenile?

____ Yes ____ No

If yes, provide details _____

List all traffic citations that you have received within the last five years:

Date	Charge	Location	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you possess a valid driver's license? ____ Yes ____ No

State _____ License Number _____

Date of Expiration _____ Restrictions _____

Do you hold or have you ever held a license in any state other than the one listed above?

____ Yes ____ No

If yes, please indicate state(s) and approximate dates license(s) were held _____

Have you ever had your license suspended or revoked? ____ Yes ____ No

If yes, provide details _____



Gwinnett County Sheriff's Office

2900 University Parkway
Lawrenceville, GA
(770) 619-6500 Fax (770) 822-3115

Keybo Taylor, Sheriff

*Cleophas Atwater
Chief Deputy*

GEORGIA CRIME INFORMATION CENTER AWARENESS STATEMENT

Access to Criminal Justice Information (CJI), as defined in Georgia Crime Information Center (GCIC) Council Rule 140-1-.02 (amended), and dissemination of such information is governed by state and federal laws and the Rules of the GCIC Council. CJI cannot be accessed or disseminated by any personnel except as directed by superiors and as authorized by approved standard operating procedures. These standard operating procedures are based on controlling state and federal laws, relevant federal regulations, and the Rules of the GCIC Council.

O.C.G.A. §35-3-38 establishes criminal penalties for specific offenses involving obtaining, using, or disseminating criminal history record information (CHRI) except as permitted by law. The same statute establishes criminal penalties for disclosing or attempting to disclose techniques or methods employed to ensure the security and privacy of information or data contained in Georgia criminal justice information systems.

The Georgia Computer Systems Protection Act (Act), O.C.G.A. §16-9-90 et. seq., provides for the protection of public and private sector computer systems, including communications links to such computer systems. The Act establishes four criminal offenses, all major felonies, for violations of the Act: Computer Theft, Computer Trespass, Computer Invasion of Privacy, and Computer Forgery. The criminal penalties for each offense carry maximum sentences of fifteen (15) years in prison and/or fines up to \$50,000.00, as well as possible civil ramifications. The Act also establishes Computer Password Disclosure as a criminal offense with penalties of one (1) year in prison and/or a \$5,000.00 fine.

The Georgia Criminal Justice Information System (CJIS) Network is operated by the GCIC in compliance with O.C.G.A. §35-3-31. All databases accessible through CJIS Network terminals are protected by the Computer Systems Protection Act. Similar communications and computer systems operated by municipal/county governments are also protected by the Act.

By my signature below, I acknowledge that I have read and understand this Awareness Statement.

Print Name: _____

Signed: _____ Date: _____

Witnessed: _____ Date: _____



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>		Middle Initial	Other Last Names Used <i>(if any)</i>	
Address <i>(Street Number and Name)</i>			Apt. Number	City or Town		State ZIP Code
Date of Birth <i>(mm/dd/yyyy)</i>	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date <i>(mm/dd/yyyy)</i>
-----------------------	----------------------------------

Preparer and/or Translator Certification (check one):
 I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date <i>(mm/dd/yyyy)</i>	
Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>	
Address <i>(Street Number and Name)</i>		City or Town	State ZIP Code

STOP *Employer Completes Next Page* STOP



Employment Eligibility Verification
 Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification
(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
-------------------------------------	-------------------------	-------------------------	------	--------------------------------

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions)

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

LISTS OF ACCEPTABLE DOCUMENTS
All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		7. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI				

Examples of many of these documents appear in the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

VENDOR INSURANCE REQUIREMENTS

Insurance:

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor's/vendor's Certificates of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification, or non-renewal of any insurance policy listed on the certificate(s). Upon request, the County will be provided certified copies of all required insurance policies.

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

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

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

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

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

Workers Compensation	Georgia State Statutory Limits
Employers Liability	
Bodily Injury by Accident – Each Accident	\$500,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$500,000
• Waiver of Subrogation in favor of Gwinnett County Board of Commissioners	

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

Contract Sums:

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

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

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

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

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access,

failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Property Insurance

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

Riggers Liability Insurance.

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

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

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

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

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

- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.
- C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
- D. Certificate Holder should read:
 Gwinnett County Board of Commissioners
 75 Langley Drive
 Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-7 or better.

- F. Insurance companies providing coverage should be licensed and authorized to do business by the Georgia with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.
- H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is primary over any insurance program carried by the County.
- J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier and shall require each and every subcontractor of any tier to comply with all such requirements. The Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as a to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for the County.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- N. The Contractor shall make available to the County, through its records or the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (If Required)

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

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

BL003-25

Buyer Initials: CB

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

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

*****ATTENTION*****

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

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

I. PREPARATION OF SUBMITTAL

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

II. DELIVERY

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

III. EXPLANATION TO VENDORS

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

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information.
- 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 bidder, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a

government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

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

XXXIII. CODE OF ETHICS

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

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

XXXIV. ELECTRONIC PAYMENT

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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