



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

**INVITATION TO BID:
BL133-09**

November 19, 2009

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified vendors for **Custodial Services at Various Police Facilities on an Annual Contract** with Two (2) Options to Renew for the Gwinnett County Department of Police Services.

Bids should be typed or submitted in ink and returned in the enclosed envelope or 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 **Wednesday, January 6, 2010** at the Gwinnett County Purchasing Office, Third Floor, 75 Langley Drive, Lawrenceville, Georgia 30045. 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 morning at 8:30 A.M. (only a maximum of three apparent totals will be given).

A pre-bid site visit is scheduled for **10:00 am on Tuesday, December 8, 2009** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, GA 30046. Date and times for site visits will be released at the pre-bid conference. All vendors are urged to attend. Questions regarding bids should be directed to Susan Eckert, Purchasing Associate III, at 770-822-8732, no later than 5:00 p.m., Friday, December 11, 2009. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful awarded vendor will be required to meet insurance requirements and submit a \$50,000.00 Fidelity Bond with endorsement to cover Gwinnett County. Insurance and Bonding Company must be authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-6 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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

Award will be made to the vendor 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.

All companies submitting a bid will be notified in writing of award.

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

Sincerely,

Susan R. Eckert
Susan R. Eckert, CPPB
Purchasing Associate III

The following pages should be returned in duplicate as your bid: Bid Schedule, Pages 2-3;
Bid Specifications, Pages 14-19.



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

Gwinnett County Police Headquarters, 770 Hi Hope Rd., Lawrenceville, Georgia,
 Gwinnett County Southside Precinct, 2180 Stone Dr., Snellville, Georgia
 Gwinnett County Eastside Precinct, 2273 Alcovy Rd., Lawrenceville, Georgia
 Gwinnett County Central Precinct, 3125 Satellite Blvd., Duluth, Georgia
 Gwinnett County Police Street Crimes Unit, 3125 Satellite Blvd, Lawrenceville, Georgia
 Gwinnett County Northside Precinct at Mall of Georgia, 3735 Mall of Georgia Blvd. Buford, Georgia 30518
 Gwinnett County Police Training Complex, 854 Winder Hwy., Lawrenceville, Georgia 30246
 Gwinnett County West Side Precinct, 6160 Crescent Dr., Norcross, GA 30071
 Gwinnett County Police Aviation Hanger, 600 Briscoe Blvd., Lawrenceville, Georgia
 Gwinnett County Park Police Precinct, 2750 Pleasant Hill Rd. Duluth, GA. 30096

ITEM #	QTY	DESCRIPTION	COST PER SQUARE FOOT		MONTHLY PRICE	ANNUAL PRICE
			CARPET	VCT		
1.	12 months	Provide Custodial Services for the Gwinnett County Police Headquarters, 60,000 square feet, 85% carpet/15% VCT (per attached specifications)				
2.	12 months	Provide Custodial Services for the Gwinnett County Southside Precinct, 10,000 square feet, 90% carpet, 10% VCT (per attached specifications)				
3.	12 months	Provide Custodial Services for the Gwinnett County Eastside Precinct, approximately 17,000 square feet, 90% carpet, 10% VCT (per attached specifications)				
4.	12 months	Provide Custodial Services for the Gwinnett County Central Precinct, approximately 13,000 square feet, 85% carpet, 15% VCT (per attached specifications)				
5.	12 months	Provide Custodial Services for the Gwinnett County Northside Precinct at Mall of Georgia, approximately 10,000 square feet, 90% carpet, 10% VCT (per attached specifications)				
6.	12 months	Provide Custodial Services for the Gwinnett County Police Training Complex, approximately 22,000 square feet, 85% carpet, 15% VCT (per attached specifications)				
7.	12 months	Provide Custodial Services for the Gwinnett County Westside Police Precinct, approximately 11,000 square feet, 85% carpet, 15% VCT (per attached specifications)				
8.	12 months	Provide Custodial Services for the Gwinnett County Police Street Crimes Unit, approximately 1,500 square feet, 80% carpet, 20% VCT (per attached specifications)				
9.	12 months	Provide Custodial Services for the Gwinnett County Police Aviation Hanger, approximately 1,000 square feet, 50% carpet, 50% VCT (per attached specifications)				
BID TOTAL					\$	

Company Name _____

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ITEM #	QTY	DESCRIPTION	COST PER SQUARE FOOT		MONTHLY PRICE	ANNUAL PRICE
			CARPET	VCT		
10.	12 months	Provide Custodial Services for the Gwinnett County Park Police Precinct, 1,100 square feet, 95% carpet/ 5% VCT				

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. The anticipated contract dates are March 6, 2010 and expire March 5, 2011.

Unless otherwise noted, quoted prices will remain firm for one (1) additional year. If a percentage decrease will be a part of this bid, please note this in the space provided together with an explanation.

If a percentage increase will be a part of this bid, please note this in the space provided together with an explanation.

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

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

Certification Of Non-Collusion In Bid Preparation _____

Signature

Date

Company Name _____

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The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within sixty (60) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

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

Federal Tax ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

**CUSTODIAL SERVICES FOR
THE GWINNETT COUNTY POLICE SERVICES PRECINCTS
ON AN ANNUAL CONTRACT**

I. INTRODUCTION

A. Purpose

The purpose of this request is to solicit bids from qualified companies for custodial services for Gwinnett County Police Headquarters located at 770 Hi Hope Road in Lawrenceville, Georgia, Gwinnett County Southside Precinct located at 2180 Stone Drive in Snellville, Georgia, Gwinnett County Eastside Precinct at 2273 Alcovy Rd., Dacula, Georgia, Gwinnett County Central Precinct, 3125 Satellite Boulevard in Duluth, Georgia, Street Crimes Unit also located at 3125 Satellite Boulevard, in Duluth, Georgia, Westside Precinct, 6160 Crescent Drive in Norcross, Georgia, Northside Precinct at Mall of Georgia, 3735 Mall of Georgia Blvd., Buford, Georgia, Gwinnett County Police Training Complex located at 854 Winder Hwy. in Lawrenceville, Georgia, Gwinnett County Police Aviation Hanger located at 600 Briscoe Boulevard, Lawrenceville, Georgia .

B. General Information

The County reserves the right to accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received and make an award as deemed in the County's best interest. Gwinnett County reserves the right to award this contract in its entirety to the lowest responsive and responsible contractor bidding majority of the items or by individual line item to the lowest responsive and responsible contractor(s).

Gwinnett County requires the successful contractor to hold pricing firm for the initial term of the contract period commencing upon award. Unless otherwise indicated on the Bid Schedule, quoted prices will remain firm for two (2) additional one (1) year periods.

The County reserves the right to add additional facilities at the cost-per-square foot stated on the bid schedule. Addition of additional facilities to this contract is based on the following: 1) terms, conditions and pricing remain the same (or as indicated in the original pricing schedule; 2) service is satisfactory and both parties are willing to add the additional facility.

C. Background

The Gwinnett County Police Headquarters encompasses approximately 60,000 square feet of finished office, range and lab space. Fifteen percent (15%) is VCT or ceramic tile and eighty-five percent (85%) is carpet. The Southside Precinct encompasses approximately 10,000 square feet with a breakdown of ninety percent (90%) carpet with the remaining ten percent (10%) ceramic tile and VCT. The Eastside Precinct encompasses approximately 17,000 square feet, with a breakdown of 90% carpet and 10% ceramic tile and VCT. The Central Precinct encompasses approximately 13,000 square feet, eighty-five percent (85%) of which will be carpet and fifteen percent (15%) ceramic tile and VCT. The Westside Precinct encompasses 11,000 square feet with a breakdown of eighty-five percent (85%) carpet and fifteen percent (15%) ceramic tile and VCT. The Northside Precinct at Mall of Georgia encompasses approximately 10,000 square feet with a breakdown of ninety percent (90%) carpet and ten percent (10%) ceramic tile and VCT. The Gwinnett County Training Complex encompasses approximately 22,000 square feet. Approximately fifteen percent (15%) is VCT or ceramic tile and eighty-five percent (85%) is carpet. The Gwinnett County Street Crimes Unit is approximately 1,500 square feet with eighty percent (80%) carpet and twenty percent (20%) VCT. The Gwinnett County Police Aviation Hanger is approximately 1,000 square feet with fifty percent (50%) carpet and fifty percent (50%) VCT. The

NOTE: VCT - Vinyl Composite Tile Floors

D. Pre-Bid Conference

A pre-bid conference is scheduled for 10:00 a.m., Tuesday, December 8, 2009, at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, GA 30046.

Site visits will be offered on a later date. The dates and times of the site visits will be released at the pre-bid conference. For vendors not attending the pre-bid conference, please download the addendum, **BL133-09Add1** by visiting www.gwinnettcountry.com. The *tentative* schedule for site visits will be December 9, 2009 through December 11, 2009. **No questions** which apply to the bid or the bid process will be answered at the time of the site visits. All questions must come through Purchasing and must be submitted in writing by the question cut off date of 5:00 pm on **Friday, December 11, 2009**. Please submit all questions to susan.eckert@gwinnettcountry.com.

II. OBJECTIVES

- A. To maintain a clean and healthy environment within the centers for employees who work there as well as the citizens who visit the buildings.
- B. To establish and implement/meet high standards for the cleanliness of all areas of the facilities.
- C. To accomplish this work within a limited budget.

III. SCOPE OF WORK**A. General**

- 1. The Contractor shall furnish all labor, equipment and supervision to perform satisfactorily the work of the contract. The services shall include all functions normally considered a part of janitorial/custodial work. All services are to be provided for the inside area of the buildings. Services shall be accomplished during periods, which will not interfere with occupants or operational needs of building space as determined by the owner.
- 2. **Police Headquarters, Southside, Eastside, Central, Westside, Northside at Mall of Georgia:**
Hours of Operation: Routine cleaning for designated areas shall be performed daily Monday through Friday, beginning at 6:00 p.m. with optional days/hours upon request.
Specific restricted areas will require daily cleaning during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.
- 3. **Police Training Facility, Street Crimes Unit and Aviation Hanger:**
Hours of Operation: Routine three day a week cleaning for these facilities (Monday, Wednesday and Friday) shall begin after 6:00 p.m.

B. Cleaning Specifications

- 1. **General:** All areas in which this contract requires cleaning shall be maintained to meet the highest standards and expectations of housecleaning as determined by Gwinnett County Police Department. These specifications describe in general the types and frequency of cleaning efforts that reflect in part our expectations in various areas in the buildings. All areas must be cleaned and kept as specified regardless of use. Inadvertent omission of any cleaning detail from these specifications does not preclude the item from being part of this contract.
- 2. **Interior Glass Windows/Doors:** All glass windows and doors are to be cleaned as described within the following bid specifications for each of the listed facilities, along with the approximate number of windows/doors for that facility as indicated below:

Police Headquarters – 83 windows, 8 glass doors

Southside Precinct – 55 windows, 4 glass doors

Eastside Precinct – 50 windows, 4 glass doors

Central Precinct – 7 glass doors

Police Training Facility – under construction

Aviation Hanger – 4 large windows

Westside Precinct – 27 windows, 1 glass door

Northside Precinct at Mall of Georgia – 11 windows, 4 glass doors

It will be the responsibility of the successful contractor to clean all interior glass and plexiglass (windows & doors) as described in the bid specifications.

NOTE: Exterior window cleaning is not included in this bid package.

3. Public Corridors, Lobby Areas, Conference Rooms and Class Rooms

a. Daily at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, West Side Precinct, Northside Precinct at Mall of Georgia and Monday, Wednesday and Friday at the Training Facility, and Monday

1. Empty waste containers and dispose of trash.
2. Clean and sanitize drinking fountains.
3. Clean tables and counter tops.
4. Clean glass doors and windows.
5. Remove scuff marks, smudges and fingerprints from doors, frames, light switches, push plates and handles.
6. Spot clean walls, vinyl, wood and carpets.
7. Sweep/vacuum and mop daily

b. Weekly (All Facilities)

1. Clean glass doors and windows.
2. Dust all horizontal surfaces to hand height (70 inches).
3. Remove cobwebs from ceiling areas.
4. Dust and damp clean all furniture.
5. Damp clean waste containers and change liners as necessary.

c. Monthly (All Facilities)

1. Dust or vacuum all horizontal surfaces above hand height.
2. Clean all tables, desks and counter tops.
3. Clean all interior glass, plexiglass, partitions and doors.
4. Clean all glass doors on both inside and outside.
5. Dust Venetian blinds.

d. Quarterly (All Facilities)

1. Clean all air supply and return inlets.

- e. **As Needed (All Facilities)**
 - 1. Spot clean carpet.
- 4. **Offices, Clerical Work Areas, and Miscellaneous Work Areas (other than Laboratories)**
 - a. **Daily at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, Westside Precinct, Northside Precinct at Mall of Georgia and Monday, Wednesday and Friday at the Training Facility, Street Crimes Unit and Aviation Hanger,**
 - 1. Empty waste containers and dispose of trash.
 - 2. Dust all telephones, desks and furniture.
 - 3. Spot clean desks, tabletops, walls and furniture as necessary.
 - 4. Spot clean interior of glass in partitions and doors.
 - 5. Remove scuff marks, smudges, fingerprints from doors, frames, light switches, kick and push plates, handles and knobs.
 - b. **Weekly (All Facilities)**
 - 1. Clean and sanitize telephones.
 - 2. Dust all horizontal surfaces to hand height (70 inches).
 - 3. Remove all cobwebs from ceiling areas.
 - 4. Damp wipe waste containers and change liners as necessary.
 - c. **Monthly (All Facilities)**
 - 1. Dust or vacuum all horizontal surfaces above hand height.
 - 2. Clean tables and desk tops.
 - 3. Clean all interior glass, partitions and doors.
 - 4. Dust Venetian blinds.
 - d. **Quarterly (All Facilities)**
 - 1. Damp clean all diffuser outlets.
 - 2. Clean interior surfaces of exterior glass windows.
 - e. **As Needed (All Facilities)**
 - 1. Spot clean carpet.

NOTE: Horizontal work surfaces such as employee desks, etc. should only be dusted if they are neat enough to leave items such as documents, drawers, equipment and personal items undisturbed.

5. **Public and Private Restrooms**

a. Daily at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, Westside Precinct, Northside Precinct at Mall of Georgia and Monday, Wednesday and Friday at Training Facility, Street Crimes Unit, Aviation Hanger,

1. Clean and polish all metal, glass, or porcelain fixtures including bowls, urinals and basins.
2. Clean and sanitize all seats, flush rings, handles, drains and overflow outlets.
3. Empty and damp clean all waste containers, inserting liners as required.
4. Damp wipe and spot clean all restroom partitions.
5. Remove spots, stains and splash marks from walls.
6. Remove scuff marks, smudges and fingerprints from doors.
7. Replenish all dispensers for paper towels, toilet paper and hand soap.
8. Damp wipe all furniture.
9. Sweep and mop floors with disinfectant.

b. Weekly (All Facilities)

1. Dust all horizontal surfaces to 70-inch height.
2. Flush toilet bowls and urinals with sanitizer.

c. Monthly (All Facilities)

1. Wash and sanitize restroom partitions.
2. Dust all horizontal surfaces above hand height.
3. Wash ceramic tile and semi-gloss walls with germicide detergent.

6. Staff Lounges

a. Daily at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, Westside Precinct, Northside Precinct at Mall of Georgia and Monday, Wednesday and Friday at Training Facility,

1. Empty and clean waste containers, replacing liners as necessary.
2. Clean tables and counter tops as well as back splashes. Damp wipe seats and backs of chairs.
3. Remove scuff marks, fingerprints, and smudges from doors, frames, light switches, handles and walls.
4. Surface clean appliances, i.e., stoves, microwaves, refrigerators, etc.
5. Damp mop floors with disinfectant.

b. Weekly (All Facilities)

1. Wash legs on tables and chairs.
2. Low dust all horizontal surfaces to 70-inch hand height including tops of appliances.

c. Monthly (All Facilities)

1. Wash and sanitize chairs and table tops.
2. Dust all horizontal surfaces above hand height.

d. Quarterly (All Facilities)

1. Machine scrub floors.
2. Strip all floor as appropriate.
2. Apply floor finish appropriate for surface.

7. Patio Areas, Entrances, Outside Trash/Ash Cans

a. Daily - Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, and Monday, Wednesday and Friday at the Training Facility

1. Patio tables, chairs and benches to be wiped down with damp cloth.
2. Trash/Ash Cans need to be emptied on all patio areas and outside all entrance/exit doors.
3. Patio areas, front/side entrances and porches are to be swept (Headquarters, Central Precinct & Training Facility only).

b. Weekly – Central Precinct, Southside Precinct, Eastside Precinct and Street Crimes Unit

1. Sally ports, front porch and patio areas are to be swept.
2. Benches and chairs to be wiped down with damp cloth.

8. Carpet Maintenance

a. Public Area

1. Vacuum entrances and all public areas daily at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, Westside Precinct, Northside Precinct at Mall of Georgia and Monday, Wednesday and Friday at Training Facility with spot cleaning as necessary.

b. Offices, Clerical and Work Areas

1. Vacuum heavy traffic areas daily at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, Westside Precinct, Northside Precinct at Mall of Georgia and Monday, Wednesday and Friday at Training Facility, Street Crimes Unit and Aviation Hanger with spot cleaning as necessary.
2. Heavy vacuum entire carpeted area weekly at all facilities.
3. Vacuum carpeted main corridors daily.

9. Vinyl Composite Tile Floors (VCT)

a. Main entrances, Lobbies and Corridors

1. Sweep and damp mop daily; at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, Westside Precinct, Northside Precinct at Mall of Georgia and Monday, Wednesday and Friday at Training Facility, spray buff weekly at all facilities.
2. Strip all floors twice a year at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, Westside Precinct, Northside Precinct at Mall of Georgia and at Training Facility.
3. Vacuum main carpet runners (walk-off-mats) daily at Police Headquarters, Southside Precinct, Eastside Precinct, Central Precinct, Westside Precinct, Northside Precinct at Mall of Georgia and Monday, Wednesday and Friday at Training Facility, Street Crimes Unit and Aviation Hanger.

10. Lighting Fixtures and Ceiling Care

All light lenses, fixtures, globes, reflectors, or other visible elements of lighting apparatus shall be cleaned as needed. Ceiling tiles, diffusers and return air vents shall be cleaned and vacuumed as needed to maintain a clean appearance and be free from dust, soot, etc.

11. Supplies, Materials and Equipment

- a. Gwinnett County Police Department will supply all cleaning supplies, materials (i.e., paper towels, toilet paper, seat covers, etc.), electrical power and water.
- b. Gwinnett County Police Department will provide dumpsters for all trash disposal related solely for the purpose of custodial services as described within in the bid specifications. County dumpsters are not be used for any personal and/or other commercial use than that which has been specified.

NOTE: Street Crimes Unit and the Aviation Hanger do not have dumpsters. Trash can be disposed of in the dumpster located at the Central Precinct next door for the Street Crimes Unit and at Police Headquarters for the Aviation Hanger.

- c. If Contractor uses supplies other than those supplied by Gwinnett County, the County reserves the right to review these supplies and refuse the use of any materials it deems to be substandard or unsuitable. The use of any substance, which can damage galvanized steel drain lines and phosphates are prohibited. The successful Contractor shall supply to Gwinnett County material safety data sheets (MSDS) on any or all chemicals used, which are not supplied by the County.
- d. Paper Products: Gwinnett County Police Department will provide paper towels, toilet tissue and trash liners to the Contractor. Such supplies will be issued to the Contractor in quantities and on a schedule to be agreed upon by the Gwinnett County Police Department and the Contractor.
- e. Gwinnett County reserves the right to inspect any and all equipment to be used by the Contractor and reject the use of any equipment as deemed by the County to be substandard or unsuitable. **No propane burnishers shall be used in the cleaning of these facilities.**

C. Building Storage Space

1. Janitor Closet/limited space will be made available to the Contractor for the storage of bulk supplies and equipment used in the performance of the contract work. This space shall be maintained in neat and orderly condition.

Below is the list of facilities and the number of janitor closets:

Police Headquarters –	1 janitor closet, mixer sink nearby
Eastside Precinct –	1 janitor closet, mixer sink nearby
Southside Precinct –	1 janitor closet, mixer sink nearby
Central Precinct –	1 janitor closet w/ mixer sink
Westside Precinct -	1 janitor closet w/ mixer sink
Northside Precinct –	1 janitor closet w/ mixer sink
Training Facility -	1 janitor closet w/ mixer sink
Aviation Hanger -	1 janitor closet w/ mixer sink nearby
Street Crimes Unit -	1 janitor closet w/ mixer sink nearby

2. Gwinnett County will not be responsible for the loss of or damage to the Contractor's equipment and/or supplies.

D. Personnel and Staffing

1. Employees

- a. Employees shall not disturb papers on desks, open drawers or cabinets, use telephones or office equipment. Office equipment shall not be unplugged from electrical outlets. The Contractor will be liable for the correction of problems created by the disconnection of power.
- b. The successful contractor shall require his employees to comply with instructions pertaining to conduct and conditions of the contract.
- c. All employees of the successful contractor will be required to wear an identification tag at all times while on the premises. These tags will be provided by the Gwinnett County Police Department.
- d. Successful contractor shall submit in writing all information necessary for a criminal records check on all personnel assigned or who may be assigned to work in these buildings. Gwinnett County reserves the right to preclude any employee from assignment to these buildings for any reason that it deems in its best interest.

To facilitate contract administration and inspection by Gwinnett County Police Department the Contractor shall submit, in writing to Gwinnett County Police Department, the names of the employee(s) authorized to act for the successful contractor not less than ten (10) days prior to commencement of services.

- e. The successful contractor and his employees will observe all building policies, regulations, schedules and rules as set out and required by Gwinnett County.
- f. All locations stated within the bid specifications are Non-Smoking facilities. No Smoking will be allowed inside any of the facilities indicated in this bid.
- g. The successful contractor will be required to maintain a logbook, at each facility, for Gwinnett County to make comments on a daily basis.
- h. Successful contractor should provide a supervisor at each facility when custodial services are being performed and adequate staffing to effectively and efficiently provide services.

8. Supervision

The successful contractor or his supervisor shall be available at all times when contract work is in progress and will be available upon request to receive instruction or meet with a representative from Gwinnett County Police Department.

E. Access

Contractor shall not permit access to the buildings by anyone other than his employees.

F. Restricted Access Areas

1. The successful contractor will not have keys to the following restricted areas. Telephones are located outside each restricted area. The cleaning of these areas will have to be coordinated with the Police Department and cleaning must be performed during work hours.
 - a. Records Room – Work hours are 8:00 a.m. – 8:00 p.m.
 - b. SIS, Special Investigation/Vice – Work hours are 8:00 a.m. – 12:00 midnight, contractor will have to use outside telephone to enter area.
 - c. Crime Scene – Work hours are 8:00 a.m. – 11:00 p.m.
 - d. Professional Standards – Work hours are 8:00 a.m. – 5:00 p.m.
 - e. Human Resources – Work hours are 8:00 a.m. – 4:30 p.m.

G. Key Access

Gwinnett County Police Department will provide appropriate keys to the successful contractor for access to the facilities covered by this contract. The Contractor or his supervisor shall maintain control of the keys at all times. The Contractor shall ensure that keys are not duplicated for any reason. Lost keys shall be reported to Gwinnett County Police Department in writing detailing the circumstances surrounding the loss within twenty-four (24) hours. Upon termination of the contract, all keys shall be returned to Gwinnett County Police Department within twenty-four (24) hours.

H. Contract Administration

Successful contractor will be required, upon request, to conduct a weekly walk through and spot check with a designated Police Department Representative at any or all facilities. This is to ensure compliance with stated specifications and identify any areas that are non-compliant.

Successful contractor shall work with Gwinnett County Police Department to resolve non-compliance issues.

Gwinnett County Police Department will report all non-compliance issues to Gwinnett County Purchasing Division promptly via e-mail, memorandum, or completion of Vendor Complaint Form.

Any and all non-compliance will be documented by Gwinnett County Police Department personnel and may have a negative impact on vendor's current contract including, but not limited to, cancellation and re-award of contract.

I. Payment

Contractor shall submit an invoice to Gwinnett County at the end of each month with the monthly cleaning amount for each facility. All invoices should include the bid number and name of the facility if invoice separately.

J. Contract Period

The annual contract will commence upon approval by the Gwinnett County Board of Commissioners for each of the following facilities:

- Police Headquarters
- Southside Precinct
- Eastside Precinct
- Central Precinct
- Westside Precinct

Northside Precinct at Mall of Georgia
Training Complex
Police Aviation Hanger

The actual start date under this contract for the Training Complex, will be dependent upon completion of construction and actual occupancy. Regardless of start date for this or any other additional facilities, the annual end date(s) will run concurrent with the contract period as stated upon award and may be renewed for two (2) additional one (1) year periods.

K. Damage

Any damage to existing equipment finishes and/or material by the Contractor or his employees whether by neglect, negligence, or improper performance of work in the opinion of Gwinnett County will be repaired at the Contractor's expense to the satisfaction of Gwinnett County.

IV. GENERAL REQUIREMENTS

Please furnish the requested information for the following items. Use additional sheets if necessary.
Failure to furnish information below may result in rejection of bid.

- A.** Please state the number of employees that will be assigned to each facility (at all times) to fulfill the requirements of these custodial services and list specific duties of those assigned.

Gwinnett County Police Headquarters

Number of Employees, including supervisor _____

List Specific Duties _____

Gwinnett County Southside Precinct

Number of Employees, including supervisor _____

List Specific Duties _____

Gwinnett County Eastside Precinct

Number of Employees, including supervisor _____

List Specific Duties _____

Gwinnett County Central Precinct

Number of Employees, including supervisor _____

List Specific Duties _____

Gwinnett County Westside Precinct

Number of Employees, including supervisor _____

List Specific Duties _____

Gwinnett County Mall of Georgia Precinct

Number of Employees, including supervisor _____

List Specific Duties _____

- B.** Describe, in detail, how employees are selected by your company and what employment information can be provided to Gwinnett County. Include any training or level of experience your company requires when hiring employees.

- C.** Gwinnett County requests a minimum of three (3) references where your company performs, or has performed, work of a similar size and scope in the last five (5) years. References should be for similar size and scope of work. Bidders should list references where size and scope are 20,000 square feet or greater.

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

REFERENCES

1. COMPANY NAME _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
PHONE NUMBER _____

2. COMPANY NAME _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
PHONE NUMBER _____

3. COMPANY NAME _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
PHONE NUMBER _____

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
(SIGNATURE)

D. Insurance Requirements and Fidelity Bond

Gwinnett County requires the successful Contractor to submit a current Certificate of Insurance, per attached Standard Insurance Requirements (see pages 20 & 21) and submit a \$50,000.00 Fidelity Bond with endorsement to cover Gwinnett County. **Insurance Certificate and Fidelity Bond must be provided at time of award.**

E. Indicate below all equipment that will be used, that is not supplied by Gwinnett County (i.e., buffers, vacuum cleaners, etc.).

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

- F. Indicate below any products not provided by Gwinnett County that you feel will be necessary to comply with specifications. Successful bidder shall be required to submit, upon request, Material Safety Data Sheets (MSDS) on products used.

Gwinnett County Police Headquarters

Gwinnett County Southside Precinct

Gwinnett County Eastside Precinct

Gwinnett County Central Precinct

Gwinnett County Westside Precinct

Gwinnett County Mall of Georgia Precinct

Gwinnett County Peachtree Corners Sub-Station

- G.** Indicate below the level of experience your company has regarding VCT (vinyl composite tile floors) and carpet.

- H.** Termination of Contract for Cause

If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract/Contract, or if CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract/Contract, the COUNTY shall thereupon have the right to terminate this Contract/Contract by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the COUNTY, shall constitute cause for termination. CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed as determined by the COUNTY.

- I.** Termination for Convenience of the County

The COUNTY may terminate this Contract/Contract for its convenience at any time by notice in writing to CONTRACTOR. If the Contract is terminated by the COUNTY, CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the Police Department for processing and payment. The COUNTY's Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the COUNTY and CONTRACTOR.

STANDARD INSURANCE REQUIREMENTS

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

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

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

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

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

BID BL133-09

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

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

- 1. FAILURE TO USE COUNTY BID SCHEDULE.**
- 2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.**
- 3. FAILURE TO RETURN APPLICABLE ADDENDA.**
- 4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.**
- 5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.**
- 6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.**

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

I. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.**
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

II. DELIVERY:

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

III. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Division will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids 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 company 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 bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS:

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually 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 bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid 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 was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid 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, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT:

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. 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 contractor 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 contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. 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.

X. DISCOUNTS:

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. 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 the lowest responsive and responsible bidder. 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 bidder to perform, and the bidder 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 bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES:

Failure of a contractor 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 contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor 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 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 invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS:

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

XV. CONTRACT:

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

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder 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 bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, 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. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor 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 contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION:

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid 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 contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, 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 contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE:

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

XX. DISPUTES:

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

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

XXII. INELIGIBLE BIDDERS:

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE:

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of

State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors 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 with 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 Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm'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 contractors of their use tax liability on public works projects. Under Georgia law, private contractors 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, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION:

State Law requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

By submitting a proposal to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor 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 are in compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected

by the County at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the County, signed by the contractor, and will become part of the contract.

XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

It is the policy of Gwinnett County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on County-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2), Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

XXX. 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. An application to be listed as an approved hauler may be obtained from the Department of Financial Services, License and Revenue Division, 678-377-4101.

XXXI. 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. Section 43-41-17).

XXXII. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their 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 any act or omission of the Contractor, 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, the engineer, or any of their agents or employees by any employee of the Contractor, 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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 sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.