

Department of Financial Services
Purchasing Division



75 Langley Drive • Lawrenceville, GA 30045-6900
(tel) 770.822.8720 • (fax) 770.822.8735

April 30, 2009

INVITATION TO BID
BL064-09

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified vendors for the **Provision of Armored Carrier Services on a Multi-Year Contract** for the Department of Financial Services.

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 **Thursday May 21, 2009** at the Gwinnett County Purchasing Office, 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 business day on our website www.gwinnettcounty.com.

A pre-bid conference is scheduled for 10:00 a.m. on Thursday May 14, 2009 at the Gwinnett County Purchasing Office. All vendors are urged to attend. Questions regarding bids should be directed to Rich Hampton, Purchasing Associate III, at rich.hampton@gwinnettcounty.com or by calling 770-822-8738, no later than Friday May 15, 2009. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful vendor 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 Percy Scott, Gwinnett County Justice and Administration Center, 770-822-7016.

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. With limited response, Gwinnett County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

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.

Rich Hampton
Purchasing Associate III

RH/pe

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

Questionnaire, Pages 7-8
Bid Schedule, Pages 9-13
References, Page 14



Provision of Armored Carrier Services on a Multi-Year Contract

In the interest of standardizing insurance and limiting exposure for employees and County funds, Gwinnett County Department of Financial Services, Treasury Division has agreed to coordinate armored carrier pickups and deliveries and to bear the cost of said arrangements. Successful vendor(s) will be paid directly by Gwinnett County Board of Commissioners.

General Information

No organization is to discuss any aspect of this Invitation for Bid with any Gwinnett County employee without the approval of the Purchasing Division's representative. This is to insure that all prospective respondents have the same level of knowledge relative to the project as well as insuring that additional data is made to all bidders.

The Department of Financial Services retains the option to add / change / delete pickup and delivery locations and departments with prior notice to contractor and approved in writing by Gwinnett County Department of Financial Services.

Gwinnett County reserves the right to utilize any reasonable investigative method or technique available to verify the accuracy of information provided by the bidder.

Insurance Information

Carrier must insure against loss/theft/etc. of cash and agree to pay costs of reconstructing checks lost/stolen.

- a. Daily deposits average approximately \$750,000.00, with not more than twenty (20) per year anticipated approaching \$2,500,000.00.
- b. There will be a \$2,500,000.00 per day pickup maximum; contractor should also specify any special provisions that would apply should any daily pickup exceed \$2,500,000.00, such as extra charges, special notice procedures, etc.
- c. Daily deposits for the Property Tax Department average approximately \$2.5 million, with two (2) or three (3) deposits exceeding \$120 million. This occurs during peak season; September – December. These revenues are collected almost entirely in the form of checks.

Specific Information

All pickups and deliveries are to be daily, Monday through Saturday, excluding holidays, unless otherwise noted. Any pickups or deliveries not made within the designated times will be subject to a per occurrence penalty of \$200 or the amount of interest lost whichever is greater.

Armored vehicles will park in designated areas during pickups and deliveries so as not to create a safety hazard for Gwinnett County employees, citizens, pedestrians or armored staff.

Armored personnel may be required to store and lock guns and ammunitions at security check points and stations located inside any pickup point.

Delivery Points and Frequency – Armored Carrier Service

1. Deliver to Wachovia Bank Money Center, 4742 Aviation Pkwy, Atlanta, Georgia [daily, 6 days/week, excluding holidays.
2. Deliver to Brand Bank, 492 Crogan Street, Lawrenceville, Georgia [daily, 6 days/week, excluding holidays.
3. Deliver to Wachovia Check Processing Center, 3579 Atlanta Ave, Hapeville, Georgia [daily, 6 days/week, excluding holidays.

Pickup Points and Frequency – Armored Carrier Service - Deposits to Banks

1. Gwinnett Justice and Administration Center, 75 Langley Drive, Lawrenceville, Georgia, 30045. All pickups will be daily, excluding holidays, unless otherwise noted.
 - A. 1st Floor, West Wing, Office of the Tax Commissioner includes Property and Motor Vehicle. [Pickup daily between 8:00 A.M. and 2:00 P.M., excludes holidays; delivery to Wachovia Bank Money Center.
 - B. 2nd Floor, West Wing; Department of Financial Services. [Pickup daily, excludes holidays; delivery to Wachovia Bank Money Center].
 - C. 1st Floor, East Wing as follows:
 - i. Clerk of Court. [Pickup daily, excludes holidays; deliveries to Brand Bank].
 - ii. Probate Court. [Pickup daily, excludes holidays; deliveries to Brand Bank].
2. Gwinnett County Police Headquarters, 770 High Hope Road, Lawrenceville, Georgia; includes Animal Control, Records, Special Operations, Sheriff's Administration. [Pickup 2 days/week, on Tuesdays and Thursdays, excludes holidays; deliver to Wachovia Bank Money Center].
3. Gwinnett County Department of Corrections, 750 High Hope Road, Lawrenceville, Georgia; [pickup 1 day/week, on Tuesday, excludes holidays; deliver to Wachovia Bank Money Center].
4. Gwinnett County Emergency Medical Services, 408 Hurricane Shoals Road, NE, Lawrenceville, Georgia [pickup 2 days/week, on Tuesdays and Thursdays, excludes holidays; deliver to Wachovia Bank Money Center].
5. Gwinnett County Airport, 600 Brisco Blvd, Lawrenceville, Georgia [pickup 1 day/week on Wednesdays, excludes holidays; deliver to Wachovia Bank Money Center].
6. Gwinnett County Licensing & Revenue (includes Police Permits), Gwinnett County Annex Building, Third Floor, 750 South Perry Street, Suite 300, Lawrenceville, Georgia [pickup 5 days/week, excludes holidays; deliver to Wachovia Bank Money Center]. Pickup 2 days/week on Wednesday **and** Friday, during the period of 2/1 through 4/15, excludes holidays; deliver to Wachovia Check Processing Center (ON CALL AS NEEDED BASIS).
7. Gwinnett County Department of Water Resources Central Facility, 684 Winder Highway, Lawrenceville, Georgia [pickup 5 days/week, excludes holidays; deliver to Wachovia Bank Money Center & Wachovia Check Processing Center].

8. Clerk of Court – Magistrate Court Criminal Division, 2900 University Parkway, Lawrenceville, Georgia [pickup 3 days/week M-W-F, excludes holidays; deliver to Brand Bank].
9. Juvenile Court, 115 Stone Mountain Street, 3rd Floor, Lawrenceville, Georgia [pickup 5 days/week, excludes holidays; deliver to Wachovia Bank Money Center].
10. Recorder's Court 115 Stone Mountain Street, 1st Floor, Lawrenceville, Georgia [pickup 5 days/week, excludes holidays; deliver to Wachovia Bank Money Center].
11. Department of Planning & Development, One Justice Center, 446 West Crogan Street, Suite 125 Lawrenceville, Georgia [pickup 5 days/week, excludes holidays; deliver to Wachovia Bank Money Center].
12. a. Various Tax Commissioners Branch locations. Pickups vary from Monday-Saturday. Day of pickup and day of delivery noted by each location. All pickups will be delivered to Tax Commissioners office at 75 Langley Drive, Lawrenceville, Georgia, by Option 1: 2:30, or Option 2: same day, see each location for detail for Option 1 on pickup/delivery days, see exceptions under "b" and "c".
 - b. Tax Commissioners Branch locations 1 and 3 require delivery to Gwinnett County Tax Commissioners at 75 Langley Drive, Lawrenceville, Georgia on Wednesday by 8:30AM excludes holiday. All other days by Option1: 2:30PM or Option 2: same day.
 - c. Tax Commissioners Branch location 5 requires delivery to Gwinnett County Tax Commissioners at 75 Langley Drive, Lawrenceville, Georgia on Thursday by 8:30AM excludes holiday. All other days by Option1: 2:30PM or Option 2: same day.
 - d. Tax Commissioners Branch location 6 [pickup 5 days/week, excludes holidays; deliver to Wachovia Bank Money Center].

Location #**Tax Commissioner Location Addresses****#1 Snellville Tag Branch**

2845 Lenora Church Road, Snellville, GA

Pickup: Wed, Thurs, Fri, Tues**Deliver:** Thurs, Fri, Mon, Wed AM**#2 Norcross Tag Branch**

5030 Georgia Belle Court, Suite 1013, Norcross, GA

Pickup: Tues, Wed, Thurs, Mon**Deliver:** Wed, Thurs, Fri, Tues**#3 Peachtree Corners Tag Branch**

6135 Peachtree Parkway, Suite 201B Market Place Shopping Center Norcross, Georgia, 30092

Pickup: Wed, Thurs, Fri, Tues**Deliver:** Thurs, Fri, Mon, Wed AM**#4 Lawrenceville Tag Branch**

750 South Perry Street, Lawrenceville, GA

Pickup: Tues, Wed, Thurs, Fri**Deliver:** Tues, Wed, Thurs, Fri

#5 North Gwinnett Tag Branch

2735 Mall of Georgia Blvd., Buford GA

Pickup: Thurs, Fri, Sat, Wed**Deliver:** Fri, Mon, Mon, Thurs AM**#6 Tax Commissioner's Office**75 Langley Drive, Gwinnett County Justice and
Administration Center, Lawrenceville, GA

13. Various Community Services Locations. Pickup Monday-Wednesday-Friday. Time of pickup noted by each location. All pickups 3 days/week, excludes holidays. All deliveries to Wachovia Bank Money Center, 4742 Aviation Parkway, Atlanta, Georgia.

- a. Gwinnett Historic Courthouse, 185 Crogan Street, Lawrenceville 30045, pickup MWF, 10:00 a.m. – 4:00 p.m.
- b. Bogan Community Center, 2723 North Bogan Road, Buford 30519, pickup MWF, 8:00 a.m.-noon.
- c. Rhodes Jordan Park Community Center, 100 E. Crogan Street, Lawrenceville 30043, pickup MWF, 8:00 a.m.-noon.
- d. Best Friend Gym, 6224 Jimmy Carter Blvd., Norcross 30071, pickup MWF, 9:00 a.m. – 4:00 p.m.
- e. Bethesda Park Aquatic Center - 225 Bethesda Church Road, Lawrenceville, Georgia 30071, pick up MWF, 10am - 4pm.
- f. Mountain Park Aquatics Center, 5050 Five Forks Trickum Road, Lilburn 30047, pickup MWF, 11:00 a.m. – 5:00 p.m.
- g. Collins Hill Park, 2000 Collins Hill Road, Lawrenceville 30047, pickup MWF, 11:00 a.m. – 5:00 p.m.
- h. Pickneyville Community Center, 4650 Peachtree Industrial Blvd, Norcross 30071, pickup MWF, 8:00 a.m. – noon.
- i. George Pierce Community Center, 55 Buford Hwy, Suwannee 30024, pickup MWF, 8 a.m. – noon (scheduled to open September 2006)
- j. Gwinnett Environmental & Heritage Center, 2020 Clean Water Drive, Buford 30519, pickup MWF, 9:00 a.m. – 4:00 p.m. (scheduled to open in September 2006)
- k. Lenora Gym, 4515 Lenora Church Road, Snellville 30058, pickup MWF, 9:00 a.m. – 4:00 p.m.
- l. Lucky Shoals Community Center, 4651 Britt Road, Norcross 30093, pickup MWF, 8:00 a.m. – 4:00 p.m.
- m. West Gwinnett Aquatic Center, 4488 Peachtree Industrial Blvd, Norcross 30093, pickup MWF, 9:00 a.m. – 5:00 p.m.

Pickup Times/Delivery Times – Armored Carrier Service

1. All pickups (excluding Tag Branch Offices and Community Services—see above) should be between the hours of 8:00 a.m. and 2:00 p.m.
2. Deliveries to banks must meet each bank's established cutoff times for credit that day. All deposits must be delivered to the bank no later than the time listed. The following is a list of cutoff times for each bank.

- | | | |
|----|--|-----------|
| a. | Wachovia Bank N.A. Money Center | 3:00 p.m. |
| b. | Brand Banking Company of Gwinnett | 2:00 p.m. |
| c. | Wachovia Bank N.A. Check Processing Center | 3:00 p.m. |

3. On occasion, deliveries may be required on an on-call, as needed basis.

Deposits and Change Funds

1. Deposits will consist of cash, non-encoded checks, and some encoded checks. Contractor is responsible for delivery of deposits to proper drop point at bank / vault. The contractor may be required to compensate Gwinnett County for any lost investment income resulting from delays in deposits being made due to negligence on the part of the contractor. Gwinnett County will be the sole determinant of any reimbursement due the County, on a case-by-case basis.
2. The average percentage of checks and cash from all participating department deposits are 80% checks, and 20% cash.
3. If a deposit is lost, Gwinnett County will be able to offer limited assistance to the Contractor in reconstructing the deposits.
4. If necessary, written verification that deposits picked up by the Contractor were delivered to the appropriate banking institution should be provided to Gwinnett County upon request at no additional cost.
5. Change Funds from the banks should be made to the following locations: all Motor Vehicle Tag Branches, Gwinnett County Property Tax Division, Gwinnett County Police Headquarters (for the Records Division), Gwinnett County Water Resources Central facility. Records Court and Probate Court would also like to use the service as needed (not daily) if there is no additional charge. Any department may be added to receive this service in the future, if needed. The Change Fund deliveries could be made at the same time as the pick-ups are done.
6. The Contractor will be required to compensate Gwinnett County for any lost investment resulting from delays in deposits being made due to a fault of the contractor.

Questionnaire

1. What is your policy regarding pickup if there are problems with your regular truck/driver? Will you dispatch separate pickup/delivery or will deposits be delayed until the next day? Please state your policy with regard to both pickups and deliveries.

2. Has your company been involved in a deposit reconstruct in the metro-Atlanta area any time during the last three (3) years? _____

If yes, how long did the reconstruct take? _____

How successful was the reconstruct?

To what was the deposit loss attributable?

What is your company policy and procedure for conducting deposit reconstructs?

3. Are your employees assigned to crews on a permanent basis or do they rotate on pickup routes regularly?

4. Where is your main vault located? _____

Where are your operations center and customer service operation housed?

5. What is your annual turnover (both number and percentage) of armored carrier route employees for 2007 and 2008? _____
6. Please provide the following data regarding your company's metro Atlanta operations. All data should be for a three (3) year period ending 12/31/08 and if not available, a 3 year period ending 6/30/08:
 - a. Scheduled for pick-ups missed due to equipment breakdown, traffic, etc. (Number of occurrences as a % of total annual operations)
_____ % **missed due to equipment breakdown, traffic, etc**

- b. Deliveries occurring after bank's same day cut-off time. (Number of occurrences as a % of total annual operations)
_____ % **deliveries occurring after bank's same day cut-off time**
- c. Deliveries to incorrect financial institution. (Number of occurrences as a % of total annual operations)
_____ % **deliveries to incorrect financial institution**
- d. Lost or misplaced deposits. (Number of occurrences as a % of total annual operations)
_____ % **lost or misplaced deposits**
- e. Lost or misplaced change funds. (Number of occurrences as a % of total annual operations)
_____ % **lost or misplaced deposits**
- f. Events involving employee dishonesty or misconduct? (Number of occurrences as a % of total annual operations)
_____ % **events involving employee dishonesty or misconduct**
- g. Theft or robbery attempts. (Number of occurrences as a % of total annual operations)
_____ % **theft or robbery attempts**

Note: An acceptable percentage should be in excess of 95%. Below 95% will be taken into consideration as unacceptable.

7. Please explain your procedures / requirements / costs for ordering and delivering coins and bills for change fund replenishment.

8. Please state additional charges (if any) of providing Change Funds to the participating locations:
\$ _____
9. On occasion, deliveries may be required on an on-call, as needed basis. Please list the per trip charge, one way \$ _____

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

BID SCHEDULE

Please notate two prices for all locations and financial institutions. Same day option is pickup at beginning of route and delivery to end of route on same day. Next day option is pickup at beginning of route one day and delivery to end of route next business day.

Item #	BEGINNING OF ROUTE	END OF ROUTE	Weekly Frequency	PER DAY PRICE	
				Same Day Option	Next Day Option
1	GWINNETT COUNTY CLERK OF COURTS 75 LANGLEY DRIVE LAWRENCEVILLE, GA 30045	BRAND BANK 492 CROGAN STREET LAWRENCEVILLE, GA 30045	5		
2	GWINNETT COUNTY AIRPORT 600 BRISCO BLVD LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	1		
3	GWINNETT COUNTY DEPARTMENT OF CORRECTIONS 750 HIGH HOPE RD LAWRENCEVILLE, GA 30043	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	1		
4	GWINNETT COUNTY EMS 408 HURRICANE SHOALS RD, N.E. LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	2		
5	GWINNETT COUNTY FINANCIAL SERVICES 75 LANGLEY DR LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	5		
6	GWINNETT COUNTY JUVENILE COURT 115 STONE MOUNTAIN ST 3rd FLOOR LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	5		
7	GWINNETT COUNTY LICENSING REVENUE 750 S PERRY ST, SUITE 300 LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	5		
8	GWINNETT COUNTY LICENSING REVENUE 750 S PERRY ST, SUITE 300 LAWRENCEVILLE, GA 30045	WACHOVIA CHECK PROCESSING CENTER 3579 ATLANTA AVE HAPEVILLE, GA 30354	2 Xs week for approx 2 1/2 months		
9	GWINNETT COUNTY PLANNING & DEVELOPMENT 446 W CROGEN ST STE 125 LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	5		
10	GWINNETT COUNTY POLICE HEADQUARTERS 770 HIGH HOPE RD LAWRENCEVILLE, GA 30043	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	2		

Company Name _____

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

BID SCHEDULE

Please notate two prices for all locations and financial institutions. Same day option is pickup at beginning of route and delivery to end of route on same day. Next day option is pickup at beginning of route one day and delivery to end of route next business day.

Item #	BEGINNING OF ROUTE	END OF ROUTE	Weekly Frequency	PER DAY PRICE	
				Same Day Option	Next Day Option
11	GWINNETT COUNTY WATER RESOURCES 684 WINDER HWY LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	5		
12	GWINNETT COUNTY WATER RESOURCES 684 WINDER HWY LAWRENCEVILLE, GA 30045	WACHOVIA CHECK PROCESSING CENTER 3579 ATLANTA AVE HAPEVILLE, GA 30354	5		
13	GWINNETT COUNTY RECORDERS COURT 115 STONE MOUNTAIN ST 1st FLOOR LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	5		
14	GWINNETT COUNTY PROBATE COURT 75 LANGLEY DRIVE LAWRENCEVILLE, GA 30045	BRAND BANK 492 CROGAN STREET LAWRENCEVILLE, GA 30045	5		
15	P&R BEST FRIEND GYM 6224 JIMMY CARTER BOULEVARD NORCROSS, GA 30071	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
16	P&R BOGAN COMMUNITY CENTER 2723 NORTH BOGAN ROAD BUFORD, GA 30519	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
17	P&R BETHESDA PARK AQUATIC CENTER 225 BETHESDA CHURCH ROAD, LAWRENCEVILLE, GEORGIA 30071	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
18	P&R COLLINS HILL PARK 2000 COLLINS HILL RD LAWRENCEVILLE, GA 30047	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
19	P&R GWINNETT HISTORIC COURT HOUSE 185 CROGAN ST LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
20	WEST GWINNETT AQUATIC CENTER 4488 PEACHTREE INDUSTRIAL BLVD NORCROSS, GA 30093	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		

Company Name _____

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

BID SCHEDULE

Please notate two prices for all locations and financial institutions. Same day option is pickup at beginning of route and delivery to end of route on same day. Next day option is pickup at beginning of route one day and delivery to end of route next business day.

Item #	BEGINNING OF ROUTE	END OF ROUTE	Weekly Frequency	PER DAY PRICE	
				Same Day Option	Next Day Option
21	P&R LENORA GYM 4515 LENORA CHURCH RD SNELLVILLE, GA 30058	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
22	P&R MOUNTAIN PARK AQUATICS CENTER 5050 FIVE FORKS TRICKUM RD LILBURN, GA 30047	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
23	P&R PICKNEYVILLE COMMUNITY CENTER 4650 PEACHTREE INDUSTRIAL BLVD NORCROSS, GA 30071	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
24	P&R RHODES JORDAN PARK 100 EAST CROGAN STREET LAWRENCEVILLE, GA 30043	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
25	P&R GWINNETT ENVIRONMENTAL & HERITAGE CENTER 2020 CLEAN WATER DR BUFORD, GA 30519	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
26	P&R GEORGE PIERCE COMMUNITY CENTER 55 BUFORD HWY SUWANEE, GA 30024	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
27	LUCKY SHOALS COMMUNITY CENTER 4651 BRITT ROAD NORCROSS, GA 30093	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	3		
28	TAX COMMISSIONER'S OFFICE 75 LANGLEY DR LAWRENCEVILLE, GA 30045	WACHOVIA BANK MONEY CENTER 4742 AVIATION PARKWAY ATLANTA, GA 30349	5		
29	TC LAWRENCEVILLE TAG BRANCH 750 S PERRY ST LAWRENCEVILLE, GA 30045	TAX COMMISSIONER'S OFFICE 75 LANGLEY DRIVE LAWRENCEVILLE, GA 30045	5		
30	TC NORCROSS TAG BRANCH 5030 GEORGIA BELLE COURT NORCROSS, GA 30093	TAX COMMISSIONER'S OFFICE 75 LANGLEY DRIVE LAWRENCEVILLE, GA 30045	5		

Company Name _____

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

BID SCHEDULE

Please notate two prices for all locations and financial institutions. Same day option is pickup at beginning of route and delivery to end of route on same day. Next day option is pickup at beginning of route one day and delivery to end of route next business day.

Item #	BEGINNING OF ROUTE	END OF ROUTE	Weekly Frequency	PER DAY PRICE	
				Same Day Option	Next Day Option
31	TC NORTH GWINNETT TAG BRANCH 2735 MALL OF GA BLVD BUFORD, GA 30518	TAX COMMISSIONER'S OFFICE 75 LANGLEY DRIVE LAWRENCEVILLE, GA 30045	5		
32	TC PEACHTREE CORNERS TAG BRANCH 6135 PEACHTREE PARKWAY, SUITE 201B MARKET PLACE SHOPPING CENTER NORCROSS, GA 30092	TAX COMMISSIONER'S OFFICE 75 LANGLEY DRIVE LAWRENCEVILLE, GA 30045	5		
33	TC SNELLVILLE TAG BRANCH 2845 LENORA CHURCH ROAD SNELLVILLE, GA 30078	TAX COMMISSIONER'S OFFICE 75 LANGLEY DRIVE LAWRENCEVILLE, GA 30045	5		
34	CLERK OF COURT-MAGISTRATE COURT CRIMINAL DIVISION 2900 UNIVERSITY PARKWAY LAWRENCEVILLE, GA 30045	BRAND BANK 492 CROGAN STREET LAWRENCEVILLE, GA 30045	3		
GRAND TOTAL ITEMS 1-34:					

Company Name _____

The services to be performed under this Agreement shall commence on approval by the Gwinnett County Board of Commissioners (approx June 16, 2009). The initial term of this Agreement shall be through December 31, 2009. This Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Agreement term of five (5) years, upon the same terms and conditions, as provided for in this Agreement, unless previously terminated. This Agreement will terminate on December 31, 2013. 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.

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.

Termination for fund appropriation: The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the County's termination of this Agreement for fund appropriation, 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 Service Provider which shall itemize each element of performance.

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

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 _____

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 _____

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

REFERENCES

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

1. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____
2. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____
3. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____

Company Name _____

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
 - * Concurrence 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 30045-6900
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.

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 payment request 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 Percy Scott, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30045, 770-822-7016.

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 confirm 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).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 north 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 to the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.