

November 9, 2015

INVITATION TO BID
B-1612BM Custodial Supplies
December 4, 2015 8:00 AM

Gwinnett County Public Schools (GCPS) Board of Education is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Custodial Supplies**.

SEALED BIDS will be received until 2:00P.M. on **Thursday, December 3, 2015** and will be received by the Purchasing Department of GCPS located in the Instructional Support Center at 437 Old Peachtree Road, NW, Suwanee, Georgia 30024. If the response is hand delivered, please leave with the receptionist at the front desk. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read on **Friday, December 4, 2015 at 8:00 AM**. A list of firms submitting bids will be available the following business day on our website www.gwinnett.k12.ga.us.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the bid number, company name, and required by date and time. Supplier should include an electronic Excel copy along with the paper copy of the bid and are instructed to read carefully all terms, conditions, specifications and requirements of this bid. All returned forms should be complete in their entirety.

Questions regarding the bid process should be directed to Betsy McCurry, Buyer at Betsy_McCurry@gwinnett.k12.ga.us or by phone at 678-301-6283. Questions concerning the bid specifications should be directed to Stacy Hudson at Stacy_Hudson@gwinnett.k12.ga.us or by phone at 678-377-3949.

Bids are legal and binding upon the bidder when submitted and the written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier submitting the lowest responsive and responsible bid. GCPS reserves the right to reject any or all bids, to waive technicalities and to make an award deemed in its best interest. Award notification will be posted after award on the GCPS website, www.gwinnett.k12.ga.us.

We look forward to receiving your response and appreciate your interest in working with Gwinnett County Public Schools.

Sincerely,
Betsy McCurry
Buyer

The following items should be returned with your bid:
GCPS Instructions and Conditions Bid package Acknowledgement, Page 13
Shipping Requirement Signature Page, Page 28
Electronic Excel copy and Paper copy of Pricing Schedule

**GWINNETT COUNTY
BOARD OF EDUCATION**

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**THE MISSION OF
GWINNETT COUNTY
PUBLIC SCHOOLS**

*is to pursue excellence
in academic knowledge,
skills, and behavior
for each student,
resulting in measured
improvement against
local, national, and
world-class standards.*

437 Old Peachtree Road, NW
Suwanee, GA 30024-2978
678-301-6000
www.gwinnett.k12.ga.us

It is the policy of Gwinnett County Public Schools
not to discriminate on the basis of race, sex,
religion, national origin, age, or disability in any
employment practice, educational program,
or any other program, activity, or service.

2010 and 2014 Winner of



Gwinnett County Public Schools
Suwanee, Georgia
“INSTRUCTIONS AND CONDITIONS”

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. 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. **All prices and bids should be typed or neatly handwritten.** Each bidder shall furnish all information required by the bid form or document. No erasures are permitted. Errors may be crossed out and corrections typed adjacent and must be initialed in ink by the person signing the bid. An authorized agent of the company must sign bids. The firm’s name and telephone number must be shown and obligations assumed by such signature must be fulfilled.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County Public School’s contract may not initiate or continue any verbal or written communications regarding a solicitation with any School Board Member, employee or other GCPS representative without permission of the Buyer 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 Education. 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. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011 (E-Verify), if providing service, performing work or delivering goods to Gwinnett County Public Schools including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents must be completed, signed, notarized and submitted with your bid/ proposal response. Failure to provide this document with your bid submittal may result in bid being deemed non-responsive and automatic rejection.
- F. Time of delivery is part of the bid and must be adhered to. If it is impossible to meet the delivery specified in the bid, bidder shall state the best delivery possible in the space provided on the Bid Request. Words such as “immediate”, “as soon as possible” etc shall not be used. Time shall be stated in days and days shall mean “calendar days” (Saturday, Sunday, and holidays are to be included in that number).

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- G. The preferred method of pricing submittal is in paper form, with an original signature from an authorized agent of the company. An electronic price worksheet will also be provided online to prospective bidders. If provided, electronic media shall be clearly identified and labeled including the vendor name, name of the bid and number, and date. Electronic price worksheets shall be in Microsoft Excel 2007 or more recent format and shall allow for sorting on any of the fields indicated on the spreadsheet. Submission of bid pricing and terms on electronic media does not replace paper bids. Unit price should not exceed 2 decimal points and should include freight charges. Prices submitted on the electronic price worksheet should be in number format. Other prices contained elsewhere in the Bid should be stated in both words and numbers. In the event of a conflict, the word version will prevail.

2. 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. **It is the bidder's 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.

3. SUBMISSION OF BIDS

- A. Each bid shall be submitted on the enclosed form in a sealed envelope addresses to the Gwinnett County Public Schools Purchasing/Property Management Department with the company name, opening date and time, and bid number printed on the outside of the envelope. Telephone/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. Brand names and manufacture model numbers are not for restrictive purposes but to establish an acceptable level of quality unless "no substitution" is clearly stated in the specifications. Specifications used are intended to be open and nonrestrictive. When no reference or change is made on submission by bidder, it is understood that the specific item named in the solicitation document shall be furnished by the bidder. If bidding an equivalent, state manufacturer name and model number. Also, product brochures/specifications should be submitted with

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bid of the equivalents you are bidding. Failure to include the supportive information may result in the item automatically being rejected. The Board, through its Purchasing Agent, shall be the sole judge in making determination as to the quality. All decisions shall be final. (Moved from PREPARATION OF BIDS section)

- C. Bids, modifications to bids or corrections on bids received after the opening time specified will not be considered. The Board will not be responsible for lateness of receipt due to mail delays.
- D. If necessary, addendums to the Bid will be posted up to seventy two (72) hours before the Bid opening time.
- E. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the GCPS, at no expense to GCPS. **Samples must be tagged with the bidder's name and Bid Number** Unless otherwise specified, samples not used or destroyed in testing will be returned to the bidder at their request and at their expense.

The Board will assume no responsibility for items destroyed or stolen when being tested.

- F. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- G. 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.
- H. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- I. Signatures on bids are binding for pricing and all terms and must be signed by an authorized agent of the company.
- J. GCPS is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by GCPS. 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.
- K. 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

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be deemed proprietary.

4. 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. Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County Public School's discretion.

5. 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.

6. AWARDS

- 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 Gwinnett County Public Schools, and the delivery terms will be taken into consideration in making the award.
- B. Awards may not be made a bidder for less than \$500.00 when there are multiple awards on a bid.
- C. Bidders agree that their bids are subject to acceptance at anytime within 30 days after opening, unless otherwise stipulated in the bid.
- D. Bid tabulations shall be available at the time of award.
- E. The Board may place additional orders or increase quantities at quoted prices in excess of the original bid with the consent of the bidder and for such period of time as may be agreed upon between the Board and the bidder

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- F. The Board may accept or reject any or all bids or part of bids and may waive informalities, technicalities and irregularities. The judgment of the Board on such matters shall be final.
- G. GCPS 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
- H. **CONTRACT:** Each bid is received with the understanding that the acceptance in writing by the Gwinnett County Public Schools of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the GCPS 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 Request for Bid, Bidder's Response and a Purchase Order or Contract and its attachments, either attached hereto or by reference, when received by the successful bidder, shall constitute (1) a binding Contract on the terms set forth herein, and (2) the entire Contract, and it is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

7. TIE-BID

In the event two (2) responsive bids are tied for lowest price and the other terms and conditions of the two (2) bids are substantially the same, the bid shall be awarded to the local firm if only one of the bidders has an office located within the boundaries of Gwinnett County.

If both or neither of the tied bidders are local firms, the award will then be made to the Women or Minority owned firm. Provided such information has previously been made by vendor.

If both or neither of the tied bidders are Women or Minority owned firms, there will be a formal coin toss conducted by the Director of Purchasing and witnessed by two (2) or more staff.

Definition of Local Firms: Any business or firm having an office located within the boundaries of Gwinnett County and has a Gwinnett County Occupational Tax Certificate on the closing date of the solicitation for which the offer has been submitted.

8. AUTHORIZED PURCHASES

All purchases, whether for products or services, must be supported in advance by an official hard copy purchase order, valid purchase order

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number or GCPS authorized Visa purchasing card. The Gwinnett County Board of Education will not be bound by any unauthorized purchases.

9. APPROXIMATE ANNUAL QUANTITIES

Most annual contracts are “demand usage” contracts, and the estimated quantities listed on the attached pricing schedules are an approximate amount based on the prior year’s usage. The quantities may change as district needs change and in some instances GCPS will have under or over estimated quantities or amount of items to be purchased. Please note all prices quoted should be firm until the last order within the term, and any price increase may affect renewal options for contract. Estimates in this contract are not a commitment to purchase the same amount as originally specified.

10 TERM

The standard effective term of this Bid will be twelve (12) months based on the dates specified in the Bid Award. The Board reserves the option to renew this Bid up to a maximum of three (3) additional terms of twelve (12) months each for a total potential term length of four (4) years. Pursuant to O.C.G.A. Section 50-564, this contract shall not be deemed to create a debt of The Board for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

11. DELIVERY TERMS

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 to our warehouse except where installation is required. 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. Where installation is required, prices are to include all necessary wiring, connecting, leveling, piping, uncrating, moving and all other changes incurred in placing the equipment in operation, unless otherwise specified.

All merchandise requiring installation and which is shipped F.O.B. job site must be received by the successful vendor’s regularly employed personnel and the equipment stored in the area designated by the owner’s representative. The Board will not assume responsibility for any items which require installation until it is completely installed and demonstrated to the appropriate school officials.

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12. PATENT INDEMNITY

The contractor guarantees to hold GCPS, 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.

13. SHIPPING AND MARKING

A. All merchandise will be received in our warehouse on weekdays between the hours of 7:00 A.M. and 3:00 P.M. Where two or more items are packaged together, their combined weight shall be no more than two thousand (2,000) pounds.

B. MARKING: Include packing list in each shipment. Packing list must show Gwinnett County Board of Education Purchase Order Number, Contents and Shipper's Name and Address, mark packing list and Invoices covering final Shipment "Order Completed". If no packing list accompanies the shipment, the Buyers count will be accepted. Mark (upper left corner) or each package (box, crate, barrel, bundle, piece) clearly with (1) Shipper's name and address, (2) Contents, (3) Board of Education Purchase Order Number, and (4) Bill of Lading or Express Receipt and on every package the marking specified above, will obligate Shipper for any and all extra cost incurred, including drayage or demurrage.

14. INVOICES

All invoices must show the purchase order number, the item number, and should be mailed to Gwinnett County Public Schools, Finance Department, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024-2978.

15. PAYMENT IN FULL will be made by the Board of Education when an invoice is received indicating that the goods and/or services have been delivered. The Board of Education will also make PARTIAL PAYMENT when partial shipment is received, as long as an invoice is received indicating partial delivery.

16. DEFAULT

In the event any property or service to be furnished by the bidder under a Contract or purchase order should for any reason not conform to the specifications contained herein, or to the sample submitted by the bidder with his bid, the Board may reject the property or service. Then, in which event, with specific instructions from the Director of Purchasing, the bidder shall immediately remove the property without expense to the Board and replace all

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rejected property with such property or service conforming to the specifications or samples.

Should the bidder default in the performance of the foregoing paragraph, the Board may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the bidder, the difference between the contract price and the actual cost of the property to be replaced or substituted. Price paid by the Board of Education in such event shall be the prevailing market price at the time the substitute purchase is made.

17. COMPLIANCE

All property or services furnished must comply with all applicable Federal, State and Local Laws, Codes and regulations. Successful Bidders must obtain County Permits where necessary.

18. RIGHTS AND REMEDIES

The rights and remedies of the Board provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

19. BIDDERS EVIDENCE OF RESPONSIBILITY

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary services and warranties for items they propose to furnish.

20. SUCCESSFUL BIDDERS

Successful Bidders will be responsible for seeing that all County Inspection Codes are complied with as regarding (1) electrical, (2) gas and (3) water fittings and outlets. Field Checks for exact measurements of all spaces for items to be furnished will be the responsibility of the successful bidder. This is to insure proper fitting of all items in the space provided. Shop Drawings, if applicable, will be prepared and three (3) copies will be furnished to the Board of Education Purchasing Department, before work is begun.

21. RESPONSE

Failure to respond to Invitation to Bid (submission of bid, or written notice that vendor is unable to bid on this particular request but wishes to remain an active

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bidder for this particular item) will be understood by the Board of Education to indicate a lack of interest and concurrence in the removal of the vendor's name.

22. USE BY OTHER AGENCIES

This bid allows for other State and Local Government Agencies within the State of Georgia to buy off this bid at the same prices quoted during the effective term, pending agreement between Bidder and the third party entity.

Charter Schools – Selected GCPS contracts and pricing have been made available for use by GCPS Charter Schools. Sales to GCPS Charter Schools by the Contractor will be optional and will not be considered when determining award, i.e. it is not mandatory to allow other agencies to participate. It is to be understood, however, that Gwinnett County Public Schools shall not be responsible for any problems that may arise between a GCPS Charter School and the contractor as a result of any sales. Any resulting contract is solely between the supplier and third party GCPS Charter School. Billings for items purchased under this agreement shall be directed to the agency making the purchase.

23. DEBARMENT STATUS

By submitting their bid or proposal, all vendors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

24. 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. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

25. 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

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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.

26. TERMINATION FOR CAUSE

Gwinnett County Public Schools 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 GCPS's rights or remedies by law.

27. TERMINATION FOR CONVENIENCE

Gwinnett County Public Schools may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of GCPS'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.

28. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County Public Schools 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 Public Schools 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.

29. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of Gwinnett County Public Schools 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.

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30. 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 GCPS, 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 GCPS, 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.

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I THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE READ THE BID DOCUMENT IN ITS ENTIRETY AND AGREE TO CONFORM TO ITS EVERY REQUIREMENT. I FURTHER ACKNOWLEDGE THAT FAILURE TO PREPARE, SUBMIT, OR EXECUTE THIS BID IN THE EXACT MANNER REQUESTED WILL BE JUST CAUSE TO REJECT ANY OR MY ENTIRE BID.

COMPANY NAME: _____

BY: _____
(PRINT NAME)

(SIGNATURE)

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

CONTACT FOR PRODUCT INFORMATION: _____

PHONE NUMBER: _____

Please make all of the below boxes that apply to your company/firm.

- Local Firm
- Women or Minority Owned Company/Firm

Vendor Information Forms

- New Vendor to Gwinnett County Public Schools
(Please complete the below forms)
- Vendor currently doing business with Gwinnett Public Schools
(Please complete the below forms if any information needs to be updated)

**THE ABOVE ACKNOWLEDGMENT MUST BE PROPERLY SIGNED AND FIRMLY ATTACHED TO YOUR BID.
THIS ACKNOWLEDGMENT BECOMES A PART OF YOUR BID AND WITHOUT IT YOUR BID IS NOT
COMPLETE AND WILL BE SUBJECT TO REJECTION.**

Dear Vendor:

Thank you for your interest in doing business with Gwinnett County Public Schools. In order to comply with current IRS and State of Georgia regulations, we are requesting that you complete the following Gwinnett County Public Schools W-9 Substitute – Vendor Information Packet. The information collected in this packet will allow us to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business, and your business type.

In addition, applicable documents regarding the Georgia Security and Immigration Compliance Act must be submitted by vendors who are providing a physical performance of service.

- For more information on the Georgia Security and Immigration Compliance Act, please visit the Frequently Asked Questions page of the Georgia Department of Audits and Accounts website: <http://www.audits.ga.gov>.
- For more information on E-Verify, please visit: <http://www.uscis.gov>.

Instructions for completing the vendor packet:

- Page 2 – Must be completed by all vendors.
- Page 3 – Must be completed by all vendors.
- Page 4 – Must be completed by any vendor who is providing a physical performance of service and has NO employees. The Affidavit of No Employees must be notarized and must include a legible copy of the individual’s driver’s license.
- Page 5 – Must be completed by any vendor who is providing a physical performance of service and employs one or more employees. The Contractor Affidavit must be notarized and include a valid Federal Work Authorization User Identification Number – this number should be between 4-6 digits long and should not contain any letters.

The completed vendor packet must be returned to the individual school or GCPS department with whom you are doing business before any work begins.

Please return completed vendor packet via email or fax to:

Requesting GCPS Department/School Name _____

Email _____ OR Fax # _____

Business Classification (Check One)

- Construction Medical Consultant/Speaker Professional Services Textbooks
 Equipment Supplies Refund/Reimbursement Other Services

Primary Information

Name on IRS Record or Income Tax Return Business Name, if different from Name on IRS Record (d/b/a)

(PO Box or street, city, state, 9-digit zip)

Phone # Fax # E-Mail Address

Purchase Order Information (if different from Primary)

Phone # Fax #

(PO Box or street, city, state, 9-digit zip) E-Mail Address

Contact name & title _____

- Does Vendor Accept Purchase Orders?** Yes No
If yes, Preferred Method of PO Dispatch US Mail E-Mail
Freight Terms Prepaid Charge Back

Remit to Information (if different from Primary)

Phone # Fax #

(PO Box or street, city, state, 9-digit zip) E-Mail Address

Contact name & title _____

GCPS School/Department Use Only

Vendor # _____

New Vendor Vendor Update Effective Date _____

Local Schools Only - Add to SFO? Yes No

Requesting Department/School _____ Date _____

Date to Purchasing _____ → E-verify Reviewed _____ Date _____
Date to TIN Matching _____ → TIN Matching Completed _____ Date _____
Date to FST _____ → Vendor Created/Updated _____ Date _____

SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

**The information below is requested under U.S. Tax Laws.
Failure to provide this information may prevent you from being able to do business with Gwinnett County Public Schools, and will result in payments being withheld until vendor information is provided.**

Federal Tax Classification

- Individual/sole proprietor Partnership C Corporation S Corporation Trust/estate Government
 LLC – enter tax classification (C=Corporation, S=S corporation, P=Partnership) ▶ _____ Other _____
-

U.S. Taxpayer Identification Number (TIN):

The TIN provided must match the name on IRS Record (provided on page 1) to avoid backup withholding. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

SSN: _____ EIN: _____

Work Status (please check Yes or No):

1. Are you currently an employee of Gwinnett County Public Schools (GCPS)? Yes No
2. Are you currently receiving retirement benefits from any State of Georgia retirement system? Yes No
3. Do you offer services exclusively to GCPS? Yes No
4. Does GCPS set your work hours and schedule of work? Yes No
5. Does GCPS provide all of your equipment, supplies and materials? Yes No
-

SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that the above information is correct and that:

1. The number shown on this form is my correct taxpayer identification number (or I am writing for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions – You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature of U.S. person and vendor representative

Date

Print name and title of U.S. person and vendor representative

AFFIDAVIT OF NO EMPLOYEES

The undersigned, in connection with a proposed contract or subcontract with Gwinnett County Public Schools for the physical performance of service in the State of Georgia, hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor.
(b) I do not employ any other persons.
(c) I do not intend to hire any employees to perform the Contract.
(d) A true, correct and complete copy of my driver's license, issued by a state that verifies lawful immigration status prior to issuance, is attached hereto.
(e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract then before hiring any employee, I will:
(i.) Immediately notify the Gwinnett County Public Schools in writing; and
(ii.) register with, participate in an use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, and as amended: and
(iii.) Provide Gwinnett County Public Schools with all affidavits required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

Print Company Name/Name of Sole Proprietor

By: Signature of Authorized Officer/Agent / Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF /20

Notary Public

My Commission Expires

NOTE: PLEASE INCLUDE COPY OF DRIVER'S LICENSE

GCPS Vendor #

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Gwinnett County Public Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and dates of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Gwinnett County Public Schools

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

Notary Public

My Commission Expires

For more information on E-Verify, please visit: <http://www.uscis.gov>. Click the E-Verify Home Page on the far right under Tools > E-Verify: Ensure Eligibility of your Workforce.

GCPS Vendor # _____

Gwinnett County Public Schools
Suwanee, Georgia
BID PROTEST PROCEDURE

This bid protest procedure applies to challenges to the awarding of bids or contracts by the Purchasing department of the Gwinnett County Public Schools.

If the protesting party does not submit a bid or proposal the protest must be submitted prior to the date of the bid opening, or prior to the date on which the RFP proposal or quote is due to be received by the Board. Any protests received after those dates will not be reviewed and considered and will be dismissed as untimely.

For those protestors who did submit a bid or RFP response, their protests must be filed within seven days after the protesting party knew or should have known of the facts giving rise to the protest. However, no protest will be accepted that is filed more than seven days after the date the notice of award of the contract is posted on the Purchasing Department of the Gwinnett County Public Schools website. Untimely protests will be dismissed.

The date of filing is the date the protest is received by the Purchasing Department. A protest must be in writing and must be sent to Gwinnett County Public Schools, Purchasing Department, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024 Attn: Director of Purchasing.

Each protest must specify the reasons the protesting party believes that the solicitation or award was improper. Issues not raised in the written protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant. If the contract has been awarded, the Purchasing Department shall notify the successful bidder or contractor of the protest. If the protest is received before the contract is awarded and substantial issues are raised by the protest, all bidders and offerors who appear to have a substantial and reasonable prospect of winning the award shall be notified of the protest and the reasons for the protest and they may file their position on the issues with the Purchasing Department, in writing, within five days after receipt of notice of the protest.

Upon the filing of a protest, further action on the solicitation or award shall be stayed, or if the protest is timely received after the award, performance of the contract should be suspended until the protest is resolved. The Purchasing department may, however, determine that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Board. In such case, if the Director of Purchasing determines that the protest is clearly without merit or will substantially harm the Board and does not stay the procurement, he shall immediately issue the decision.

Gwinnett County Public Schools
Suwanee, Georgia

Within 15 days of the receipt of a protest, the Purchasing Department will issue a response. The response may include any documents or information that the contracting officer or Director of Purchasing deems relevant to the protest. If additional time is required to investigate the protest, he shall inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent. Unless an extension of time has been agreed to, the Director of Purchasing shall issue a final written determination stating the reasons for the decision within 60 days of the date the protest was filed.

The Purchasing Department shall send a copy of the decision to the protesting party and any other person determined to be affected by the decision. If the protest is denied, the decision shall inform the protesting party of its right to file an appeal. The appeal will need to be sent to Gwinnett County Public Schools, Business and Finance Division, 437 Old Peachtree Road, NW, Suwanee, Georgia 30024 Attn: Chief Financial Officer, and received within 15 days of the mailing date of the decision.

**Gwinnett County Public Schools
Suwanee, Georgia**

TO ALL PROSPECTIVE VENDORS:

Because of the many requests to be placed on our vendors' lists, we are continuously updating them. While we want to include all bona fide vendors, we do not want to send notifications to those vendors who may no longer be interested in participating in our solicitation procedure.

If you do not choose to respond to the attached Request for Proposal, please fill in the form below indicating whether or not you want to be retained on our current vendors' list.

Vendors who do not respond in any way (by either submitting a proposal or by returning the form below) over a period of one year will be removed from the vendors list.

If you desire to submit a "NO BID", please indicate by checking one or more of the reasons listed below. (Please indicate No Bid with Bid Number.) Return to Gwinnett County Public Schools, 437 Old Peachtree Road, NW, Suwanee, GA 30024-2978, Attention Senior Buyer, Kim Murphy or fax to 678-301-6284. Failure to return this page may result in removal of your company from commodity listing.

- Unable to bid at this time. Would like to receive future bids.
- Do not offer this product or service; remove us from this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only
- Specifications are unclear.
- Unable to meet specifications
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Remove us from your Bidder's List.
- Other: _____

This page must be returned only if you are not bidding.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

COMPANY NAME

BID NUMBER

General Specifications

Specification

- Item ID is the number assigned to the item by GCPS. Please note that the GCPS Item ID and Product Description may be listed multiple times if more than one brand/manufacturer name is approved.
- Name/Description is the Specific name/description of the item. All products bid must meet bid specifications described in the Name/Description field.
- Approved Brand/Manufacturer Name
 - Only the approved brand/manufacturer's names specified for each item will be accepted for this bid.
 - All products must be pre-approved by GCPS via Sample Request process.
 - Unit of measure changes must be submitted during Sample Request Process
- Approved Brand/Manufacturer Item Number
 - This is the brand/manufacturer item number approved by GCPS.
 - The approved brand/manufacturer item number should be printed on the carton
- UOM (Unit of Measure)
 - Is the ordering unit used by GCPS for ordering purposes.
 - Pricing must be submitted in specified UOM.
 - Awarded vendor must ship all items in the unit of measure (UOM) as specified in bid. If an item is received in a UOM other than what is specified on the bid, the vendor is responsible for all return shipping changes.
- Units Per Case (**Required field to bid**)
 - Please enter the number of units in a full case. Example: 12 bottles per case
 - Please state if your company or the manufacturer of the product requires GCPS to order the product in full case quantities.
- Min. Order Quantity (If required)
 - Enter minimum order quantities if required by your company or manufacturer to obtain the bid price quoted. (This is the minimum number of units that can be ordered on a single purchase order.)
 - Minimum order quantity must be indicated on the pricing sheet for each item that it applies to.
 - If no minimum order quantity is specified then GCPS will not be required to pay for overages supplied due to "Standard Packaging" at the time of delivery. Any attempt to institute minimum order quantities or standard package size after bid award may result in cancellation of contract and vendor from receiving future bids.
 - **Please Note: Bidding minimum order amounts may cause GCPS to reject your bid for that item.**
- Vendor's Case Pack
 - Enter a case pack product number if product can be purchased in larger units of measure other than the UOM provided by GCPS.

- *Unit Price- Must be bid and invoiced using two decimal points. **(Required field to bid)**
 - Enter the price per unit using only two decimal points.
 - “Unit Price” must include all freight or freight related charges for each product and be guaranteed for the period specified in this bid.
 - GCPS will not pay any “Fuel Surcharges” for any products listed on this bid.
 - Bid pricing must be submitted in the specified unit of measure (Case/pack/etc) list on the electronic pricing sheet for competitive pricing. **The Unit Price is what is considered in the bid award purposes.**

- Estimated Annual usage
 - This is a “demand usage contract”, and the estimated quantities listed on the electronic pricing sheet are an approximate amount based on the current year’s usage. The quantities may change as the District’s needs change. In some instances GCPS will have under or over estimated and the price bid must be firm until the last order. Estimates in this bid are not a commitment to purchase the same amount.

Requirements

1. Vendor must complete all fields with an (*) and bid should be submitted on an **Electronic Copy (in Excel Format, no PDF files)** of the Supply Product’s Bid Form downloaded from the GCPS website and then a **paper copy** must be printed directly from the electronic copy of the bid submitted by the vendor and returned with the bid package.

2. All bids will be evaluated using the electronic Excel copy of the bid. Any additional comments/questions should be directed to the buyer listed on bid prior to bid opening.
 - Awarded bidders bid numbers will not be included on GCPS’s purchase orders.

3. Vendor should submit a copy of their product return policy on their company letterhead with bid. **All defective products will be returned at the vendors’ expense for credit.**

4. Vendor should sign and return GCPS Shipping Requirements with bid. All vendors, manufacturers and third party vendors must follow all GCPS Shipping Requirements, the vendor that is awarded an item is responsible for insuring all items on a purchase orders are delivered on time, for resolving shipping discrepancies and answering any questions GCPS may have regarding items listed on purchase orders within 3 business days of being contacted.

5. Vendor agrees to accept GCPS Purchase Order Shipment Overage Policy. See Attachment A for specific details.

6. Vendor must fax GCPS an update on any items that will not be delivered on or before the delivery date specified on purchase order.
 - Items must be shipped if available.
 - Do not hold the entire purchase order in order to ship a complete purchase order.
 - Fax #: (770) 277-4462

7. GCPS does not accept item substitutions; therefore, no materials should be shipped to GCPS unless a purchase order has been issued for that item.

- All items must be pre-approved via GCPS Sample Request process prior to the Bid Process.
8. GCPS may, at their discretion, accept a different approved Brand/Manufacturer Item Number from the Awarded Bidder in the event that the original awarded Brand/ Manufacturer Item Number is no longer available and/or acceptable.
- The item must be at the same Unit Price as the original awarded Brand/ Manufacturer Item Number.

GCPS Safety, Health and Environmental Requirements for Bids, Contracts, and Purchases

- It is the practice of Gwinnett County Public Schools to minimize or eliminate, whenever possible, the use of products and materials that may increase safety, health or environmental risks, or liabilities to students, staff, or the system at large. Therefore, vendors must provide any Material Safety Data Sheets, special handling instructions or waste disposal instructions available for all products or materials submitted for GCPS purchase consideration. Products or materials containing lead, mercury, cadmium, chromium, or other heavy metals, flammable liquids, toxic substances, or known or suspected carcinogens are of particular concern. Comparable non-toxic or non-hazardous alternatives should be submitted, with corresponding documentation, when available.

Attachment A

GWINNETT COUNTY PUBLIC SCHOOL

SHIPPING REQUIREMENTS

NOTE:

- **SUPPLY** ITEMS MUST BE DELIVERED WITHIN **10 BUSINESS DAYS** (2 WEEKS) OF RECEIPT OF PURCHASE ORDER.

- **TEXTBOOK** ITEMS MUST BE DELIVERED WITHIN **15 BUSINESS DAYS** (3 WEEKS) OF RECEIPT OF PURCHASE ORDER OR BY THE AGREED UPON TERMS LISTED ON THE CONTRACT.

1. All purchase orders must be shipped with separate packing slips; **do not put multiple purchase orders on the same packing slip or mix materials for one packing slip/purchase order with items for another order in the same box or shipment.**

2. All items ordered must be shipped in the original manufacturer's carton and in full case quantities as ordered.

* Exceptions can be made if:

*1. An item is subject to going to a backorder status with a vendor, prohibiting the shipment from meeting the required due date on purchase order.


*2. GCPS does not order in full case quantities.

*Non original manufacturer's carton shipments will be accepted; however the cartons must be labeled on the outside of each carton with the manufacturer's item id and quantity contained in each carton.

3. All Packing slips must be easily found in a packing slip pouch and all purchase order numbers must be clearly labeled on all invoices, cartons, Bills of Lading and packing slips.

- Single and multi carton/package shipments; the packing slip must be located on the outside and on top of the #1 carton/package to which it belongs along with all cartons being labeled with the carton count on each carton. (Ex. 1 of 3, 2 of 3, 3 of 3)
- Single skid shipments; the packing slip must be located on the outside and on top of the skid to which it belongs.
- Multi skid shipments; the packing slip must be located on the outside and on top of the #1 skid of the multi-skid shipment to which it belongs.

*An exception can be made if a full skid with the same purchase order # is shrink wrapped and clearly labeled with the purchase order number and number of cartons, so it is easy to match multiple skids for the same order together.

Printed: 09/18/00 09:10:20 (200)		PAGE 1 / 1	DATE 0958	84
From Soc Arts and Crafts 100 Paragon Parkway MANSFIELD OH 44903		To GWINNETT CO PUBLIC SCHOOLS DISTRIBUTION CENTER 690 W CROGAN ST LAWRENCEVILLE GA 30045		
CARTONTYPE 01	ATTN PO	0000025750		
WORKTYPE 32	ORDER Y107514174	SHIPPER 03484229	PACKAGE 11 of 13	
		CARRIER CTH	PRO NO 5552819084	
AREA	LOCATION	ITEM	QTY	DESCRIPTION
84	6R	6R2014H1	50	50 PK PPR COMST SCLP HSST DESK

Attachment A
GWINNETT COUNTY PUBLIC SCHOOL
SHIPPING REQUIREMENTS

4. All cartons/packages must have the manufacturer's item id and quantity clearly labeled on the outside of each carton including mixed item cartons/packages. All labels on full skid . shipments must be facing outwards, so all cartons/packages can be easily read and received.
5. All mixed item cartons/packages must be clearly labeled. Ex; Mixed Items, Partial Box, etc.
6. All full skid shipments must be shipped as follows:
 - All cartons/packages palletized by manufacturer's items id.
 - All mixed item cartons/packages palletized together.

Note - Skids can be stacked on one another to reduce shipping cost, however a skid must separate all manufacturers' item id to be easily separated and received. Vendor should consider the contents of all cartons/packages before stacking skids on one another. Vendor is responsible for all damaged items during shipment and will be asked to be replaced at no cost to GCPS including the replacement shipping cost.

7. All skidded shipments must be on industry standard skids and maximum height must not exceed 7'6" high.

***The maximum height must not exceed 7'6" requirement is waived for GCPS items #72002, #72015 and #73090.

8. Items that are made up of components (kits, etc) must be shipped complete. Kits should not be shipped unless all parts/components are included in the same shipment. When multiple quantities of the same kit are shipped on a pallet and each kit contains multiple cartons please segregate as follows: all box #1's of kit to be on one pallet, all box #2's of kit to be on 2nd pallet, etc. Incomplete kits or kits that are not packaged as required by GCPS cannot be received or paid for by GCPS.
9. Vendor must fax GCPS an update on any material that may not be delivered before delivery date specified on purchase order.(770) 277-4462)
10. No materials should be shipped to GCPS unless a purchase order has been completed for that item.
11. All Bills of Ladings and Freight Bills are required to have the following information
 - GCPS Purchase Order Number
 - Number of cartons/packages shipped
 - Total weight of shipment

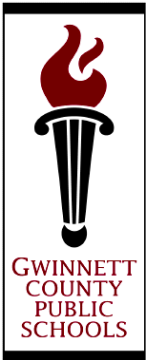
Attachment A
GWINNETT COUNTY PUBLIC SCHOOL
SHIPPING REQUIREMENTS

If any of the requirements are not met or not satisfactory to GCPS, GCPS reserves the right to refuse shipment and have the shipment returned at the vendor's expense and reshipped correctly. Any Vendor violating the "GCPS Shipping Requirements" repeatedly may result in bid termination and/or removal of vendor from our approved vendor list.

Representative Signature:

Attachment B

PURCHASE ORDER SHIPMENT OVERAGE IMMEDIATE ATTENTION REQUIRED!



Inventory Control

GCPS Distribution Center
690 West Crogan St
Lawrenceville, Ga. 30046
Fax # (770)277-4462

Date Faxed: _____ Date Response Due: _____
Date Pick-Up Required: _____
Contact Name: _____
Company Name: _____
Purchase Order Number: _____
Fax Number: _____

From:

- Emily Wilkerson (770)822-6410 >emily_wilkerson@gwinnett.k12.ga.us
- Jackie Rosamond (770-822-6412 >jackie_rosamond@gwinnett.k12.ga.us
- Barb Caruthers (770)513-6709>barbara_caruthers@gwinnett.k12.ga.us
- Stacy Hudson (678)377-3949>stacy_hudson@gwinnett.k12.ga.us

Attached is a GCPS "SHIPMENT DISCREPANCY REPORT". A Purchase Order shipment overage has been received. You have five (5) business days from the "Date Faxed" to respond with the disposition of the overage. Please check one of the response options listed below and fax back to the sender noted above by the "Date Response Due". Failure to respond within the 5 (five) working days between "Date Faxed" and "Date Response Due" will result in forfeiture of the overage and your right to collect payment for it. A Credit Memo must be provided to GCPS Accounts Payable for any invoiced overages:

Response Options:

Return Materials Authorization Number is provided below to return the overage. A Call Tag or Bill Of Lading will be issued and all overages will be picked up from GCPS within 10 (ten) working days from the "Date Faxed", or it may be kept by GCPS at no charge.

Return Material Authorization Number: _____

Overage may be kept by GCPS at no charge.

Name Of Person Authorizing (Please Print) _____

Title Of Person Authorizing: _____

Signature Of Person Authorizing: _____

**Directions to Instructional Support Center (ISC)
Gwinnett County Public Schools
437 Old Peachtree Road
Suwanee, GA 30024
678-301-6000**

Directions from Atlanta Area:

I-85 North;
Take exit number 109, Old Peachtree Road;
Turn right on Old Peachtree Road, NW. about 1.5 miles;
ISC will be on left.

Directions from I-85 South toward Atlanta:

I-85 South to exit number 111, GA-317 N / Suwanee;
Turn left onto Lawrenceville-Suwanee Road, NW;
Turn right onto Old Peachtree Rd, NW about 1.1 miles;
ISC will be on right.

Directions from Hwy 29:

Hwy. 29 to Langley Drive;
Langley Drive to W. Pike Street;
Turn left onto W. Pike Street which becomes Duluth Highway.
Straight on Duluth Highway to Lawrenceville-Suwanee Rd;
Turn right onto Lawrenceville-Suwanee Rd. to Old Peachtree Rd.;
Turn left onto Old Peachtree Rd., NW about 1.1 miles;
ISC will be on right.

Directions from Hwy 78:

Hwy. 78 towards Snellville to Scenic Hwy/Hwy.124;
Turn onto Scenic Highway / Hwy. 124 towards Lawrenceville,
to Sugarloaf Parkway;
Turn left onto Sugarloaf Parkway to N. Brown Rd.;
Turn right onto N. Brown Road; to Old Peachtree Rd.;
Turn right onto Old Peachtree Rd. about 1.4 miles;
ISC will be on left.