



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

January 27, 2012

**INVITATION TO BID
BL026-12**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for **Video Surveillance Repair and Installation Services on an Annual Contract** with four (4) additional one year options to renew for various Gwinnett County Departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **Tuesday, February 14, 2012** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Steven Murray Purchasing Associate III, at steven.murray@gwinnettcounty.com or by calling 770-822-8722, no later than Friday, February 10, 2012. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful service provider 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 Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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

Award will be made to the supplier 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.

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.

Steven Murray, CPPB
Purchasing Associate III

The following pages **should** be returned in duplicate as your bid: Bid Schedule, Pages 7-9
References, Page 10
Code of Ethics Affidavit, Page 11

gwinnettcounty



Video Surveillance Repair and Installation Services

I. SCOPE AND REQUIREMENTS

The Gwinnett County Board of Commissioners is soliciting pricing from qualified service providers to provide repair and installation services on video surveillance systems at various County facilities for various Gwinnett County Departments. The scope and requirements for the services are described below.

Scope of Services

The Service provider will provide repair and installation of video surveillance systems and components on an as-needed basis in response to service requests issued by a County Representative. These services may include the purchase of equipment and components needed for new installations and replacements. The service provider shall provide all of the supervision, labor, transportation, equipment, parts, materials, and supplies needed to complete the repairs and installations.

Equipment List

The service provider will be responsible for repairs and installation services at all facilities with video surveillance systems under the management of various County Departments. These facility locations are dispersed throughout the County. Below is a brief equipment list. This list is not all-inclusive and is only intended to provide an overview of the number and types of video surveillance systems and equipment items covered under this contract.

DESCRIPTION	APPROXIMATE QUANTITY
Pelco CM9700 Matrix Switch System	1
Pelco DX8000/8100 Digital Video Recorder	30
Pelco CM6700 Matrix Switch System	1
Bosch LTC8800 Matrix Switch System	1
Monitors	25
Various Cameras (PTZ, Fixed, Lenses, Enclosures, Mounts)	375
Power Supplies	50
Miscellaneous Camera and Control Equipment	Unknown

Service Requests

Service requests maybe submitted by telephone, e-mail, or facsimile. As described in more detail below, service request work exceeding \$1,000 and special installation/replacement projects must be documented by the service provider’s written proposals and the associated written authorizations of the County.

Availability and Response Time

The service provider shall be available on a 24-hours/7-days-a-week basis to respond to service requests and/or perform authorized work. The service provider shall respond to all service requests in a timely manner. The County Representative will indicate if a service request is an emergency that needs prompt attention. In emergency situations the service provider is expected to respond on site within four (4) hours. Standard service requests and special projects will be scheduled at times convenient for the County and service provider, but typically the service provider will be expected to start within two (2) days of the receipt of the service request or written authorization as applicable. Response time is a critical requirement of the contract, and the service provider’s failure to adhere to this requirement may be considered non-performance.

Normal Business Hours/Overtime Rates

Normal business hours are defined as 8:00 AM to 5:00 PM, Monday through Friday, excluding County and service provider’s holidays. The service provider shall charge basic hourly rates for all work or services

during normal business hours. The service provider may charge overtime rates for all work or services outside of these normal business hours.

Basis of Compensation

Compensation to the service provider for service request responses will be based on the hourly labor rates provided in the Bid Schedule, the actual cost of equipment, materials, and parts plus a percentage (not to exceed 15%), markup stated on the Bid Schedule, and a fixed trip charge when applicable.

Hours shall be calculated daily from the time the service provider's personnel arrive at a service site until that personnel leaves the site.

Travel time to and from the service site and travel time away from the service site will not be compensated on an hourly basis. However, one service call charge of a fixed amount may be added to a service response invoice to cover all travel time including the time away from the service site to pick up parts or materials.

Overtime labor rates may be charged for time outside of the normal business hours as specified in this document.

Emergency labor rates may be charged for services provided on an emergency basis.

Equipment, materials, and parts must be itemized and invoiced at the actual cost plus the pre-determined percentage markup. The service provider agrees to provide part and material cost documentation upon the County's request.

Subservice provider services, when authorized by the County, shall be invoiced at cost-plus the same mark-up amount utilized for parts and materials. All Subservice provider costs must be documented.

Limitation on Utilization of Personnel

The service provider typically will be expected to utilize one technician for a routine service call. The service provider shall obtain County Representative approval prior to committing to the use of the additional staff or using more than one technician for a service. The County will withhold payment for any invoice reflecting multiple staff when that expense did not have prior approval.

Staff utilization on larger scale services with written authorization from the County shall reflect the staffing levels in the Service provider's approved estimate.

Services in Excess of \$1,000.00

The service provider shall contact the County Representative whenever a single service is expected to exceed \$1,000.00 prior to initiating the service. The Service provider shall provide a written estimate of the costs which shall include:

1. A detailed listing of expected labor costs by personnel classification, rate, and hours;
2. An itemized description of required equipment and parts and costs; and
3. A schedule of when the work can be performed.

The estimate must be approved in writing by the County Representative. The County Representative shall provide written authorization which the service provider must submit to the County with the final service report.

Special Installation/Replacement Projects

The County may occasionally require that the service provider participate in a pre-planned video surveillance project utilizing the types of equipment described within this contract document. In such cases, the County Representative will provide a scope of services for said project, and will solicit a written cost proposal and schedule from the service provider.

The service provider shall prepare its proposal based on the unit costs and other terms of the Contract.

The County has no projection of the number and magnitude of such project level work, and will solicit such work from the service provider only if it is in its best interest in terms of cost, schedule, and convenience.

The County, at its discretion, may bid larger projects individually outside of this contract if deemed in the best interest of the County.

Loaner Equipment

The Service provider shall provide a minimum of one DX8000/8100 Digital Video Recorder for loan to the County in the event a County DX8000/8100 Digital Video Recorder has to be removed for repair.

Subservice providers

The Service provider shall be prepared to perform all of the services required under this Contract with its own personnel, and its Bid Schedule prices should reflect this approach. Nevertheless, occasionally the County may require the service provider to utilize specialty sub-service providers when the service provider does not have that in-house specialty expertise. In such cases, the County Representative shall approve such sub-service providers before they are utilized. Sub-service provider expenses shall be billed as "reimbursable" at the documented actual cost plus the service provider's Bid Schedule mark-up percentage for parts and materials.

County Representative

In administration of the services under this contract, the County will be represented by its Department Coordinator, who is referenced as the County Representative. The role and primary responsibility of the County Representative are noted in other paragraphs and describe the relationship to the service provider. The County Representative may designate other personnel to provide the service directions or decisions described herein.

M. Security and Building Access

1. The Contractor shall furnish Gwinnett County a list of all staff that will be working in the facilities. Prior to the County authorizing any personnel to work inside secure County facilities the County will conduct employment, background, driving and a criminal history checks. The Service Provider must submit documentation for each employee being considered for clearance the following:
2. A signed County Consent Form authorizing the County to run a criminal history and driver history check on the person for whom authorization is requested. A copy of the Consent form has been attached as **APPENDIX A- CONSENT FORM**.

If these materials are not provided in full, the Contractor will be notified that the subject employee cannot be considered. If the review of information indicates fraudulent documents, criminal history or **any** cases pending in the Gwinnett County Court system, the subject employee also will be rejected.

For all employees who provide complete documentation and receive security clearance, the County will provide authorization to work under the contract and will issue County Identification/Access Cards with photographic images. The employees must wear the Identification/Access Cards whenever providing services on County property. The Contractor shall insure that Identification/ Access Cards are returned to the County when individuals leave the company's employ, and when the Contractor's services end.

N. Forms and Insurance

Awarded service provider will be required to submit a certificate of insurance.

II. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

Applicable Industry Standards

All repairs and installations shall be completed in a neat and workmanlike manner and in accordance with the applicable codes and standards of the authorities having jurisdiction. Equipment, materials, and parts supplied shall be new and of a quality conforming to current engineering and manufacturing standards, free of defects, and suitable for the intended service. When applicable, repair and installation activities and procedures shall comply with the standard operational and maintenance requirements of the manufacturers of the equipment or parts.

Protection, Cleaning, and Restoration of Work Sites

Service provider shall keep work sites clean and free of debris. When providing services, provider shall maintain a level of cleanliness and neatness needed for proper execution of the work. Service provider shall keep newly installed work clean and protect it from damage.

When services are complete, the provider shall clean the work site, and all areas disturbed by its activities, of rubbish, waste material, and litter; shall remove all tools, equipment, and surplus materials from the site; and shall remove any temporary protective barriers, coverings, and facilities installed during its services. Any surfaces and/or finishes that are damaged by service provider's work shall be patched, repaired, and repainted to match surrounding area. Service provider also shall take precautions to protect trees, shrubbery, and sod at its service locations. Where such items are inadvertently destroyed or damaged, provider shall replace or restore at its cost.

Waste Disposal

Service provider shall dispose of all waste promptly and shall comply with government regulations and other legal requirements when doing so. The Service provider shall not dispose of volatile wastes such as cleaning compounds, primers and solvents; in storm or sanitary drains, on pavements or in gutters, or in a manner that will contaminate soils or be harmful to plant life at the service location.

Safety Precautions and Requirements

1. Service provider shall take precautions to prevent fires and facilitate fire-fighting operations. Service provider shall store flammable materials in non-combustible containers and store away from fire sources, and shall remove flammable waste regularly from the work site. Service provider also shall carefully supervise operation of potential fire sources such as cutting and welding.
2. Service provider shall take precautions to prevent accidents due to physical hazards. Service provider shall provide barricades and signs as required to protect provider's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations.
3. Service provider shall provide and require use of safety equipment, clothing, and accessories as required by its work activities and safety regulations.

Warranties

The Service provider shall warrant against failure of all materials and workmanship associated with its service request work for one (1) year after the date of acceptance of such work by the County. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the provider shall correct warranted work promptly, at no cost to the County, after receipt of a written notice from the County to do so.

Service provider shall provide the County Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the provider. The Service provider shall provide this warranty information with its service report whenever applicable.

III. REPORTS AND INVOICING

Service Report Requirements

Each completed Service Request shall be documented by a service provider report. The service provider report shall include, at a minimum, the following information:

County Purchase Order Number

Location of Services Facility Name and Address

Description of Repairs, Services, or Installation Performed

Personnel Utilized and Hours of Service - This section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked, the labor subtotals, and totals

Parts, Materials, and Equipment Utilized - Descriptions, quantities, costs, applicable mark-ups, and subtotals, and total

Trip Charges

Summary of Costs

Invoicing Procedure

The service provider shall invoice the County for its services only after there is confirmation that the information provided is acceptable to the County. If changes are required by the County, the final invoice should reflect those modifications. The service provider shall submit its invoices to the Gwinnett County Department of Financial Services, Treasury Division, 75 Langley Drive, Lawrenceville, Georgia 30046 or disbursements@gwinnettcountry.com .

Failure to return this page as part of bid document may result in rejection of bid.

BID SCHEDULE

SECTION A – REPAIR AND INSTALLATION SERVICES (DIGITAL)			
DESCRIPTION	UNIT PRICE PER HOUR	TIME APPROXIMATE HOURS	
State the Non-Emergency Hourly Rate for Labor Per Person During Normal Business Hours	\$	X 200 Hours =	\$
State the Non-Emergency Hourly Rate for Labor Per Person After Normal Business Hours	\$	X 8 Hours =	\$
State the Emergency Hourly Rate for Labor Per Person During Normal Business Hours	\$	X 20 Hours =	\$
State the Emergency Hourly Rate for Labor Per Person After Normal Business Hours	\$	X 8 Hours =	\$
SECTION A TOTAL			\$
Pricing will be evaluated based on an assumption of 200 hours of non-emergency service during normal business hours, 8 hours of non-emergency service after normal business hours, 20 hours of emergency service during normal business hours, and 8 hours of emergency service after normal business hours. However, the County makes no guarantees regarding the number of repair and installation service hours that it will use during the contract period.			

SECTION B – REPAIR AND INSTALLATION SERVICES (ANALOG)			
DESCRIPTION	UNIT PRICE PER HOUR	TIME APPROXIMATE HOURS	
State the Non-Emergency Hourly Rate for Labor Per Person During Normal Business Hours	\$	X 200 Hours =	\$
State the Non-Emergency Hourly Rate for Labor Per Person After Normal Business Hours	\$	X 8 Hours =	\$
State the Emergency Hourly Rate for Labor Per Person During Normal Business Hours	\$	X 20 Hours =	\$
State the Emergency Hourly Rate for Labor Per Person After Normal Business Hours	\$	X 8 Hours =	\$
SECTION B TOTAL			\$

Failure to return this page as part of bid document may result in rejection of bid.

BID SCHEDULE

Pricing will be evaluated based on an assumption of 200 hours of non-emergency service during normal business hours, 8 hours of non-emergency service after normal business hours, 20 hours of emergency service during normal business hours, and 8 hours of emergency service after normal business hours. However, the County makes no guarantees regarding the number of repair and installation service hours that it will use during the contract period.

SECTION C – TRIP CHARGE

State Trip Charge	\$	Per Trip	X 100 Trips =	\$
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Pricing will be evaluated based on an assumption of 50 service trip charges. However, the county makes no guarantees regarding the amount of service calls that it will use during the contract period.

PARTS PLUS PERCENTAGE MARKUP

State Percentage Markup charge above cost of parts (not to exceed 15%)	%
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QUOTE TOTALS

SECTION A TOTAL	\$
SECTION B TOTAL	\$
SECTION C TOTAL	\$
GRAND TOTAL	\$

Company Name: _____

Certification of Non-Collusion in Bid Preparation _____
Signature
Date

Gwinnett County requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon award.

Unless otherwise noted, bid prices will remain firm for four (4) additional year. If a percentage decrease will be a part of this bid, please note this in the space provided together with an explanation.

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

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.

Failure to return this page as part of bid document may result in rejection of bid.

BID SCHEDULE

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.

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule.

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

Federal Tax ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

Qualifications & References

The Service provider’s qualifications and experience are critical to the County, and the County must have assurances that the selected Service provider is a responsible organization capable of professionally implementing the services requested.

Because the majority of the County’s CCTV and video surveillance equipment is manufactured by Pelco, the approved service provider shall be a Pelco Certified Dealer/Installer and have a direct relationship with Pelco. Thus, the bidding service provider shall provide with its Quote, the documentation describing and confirming its compliance with these requirements. In addition, the service provider shall be expected to provide personnel that are qualified and experienced in the repair and installation of Pelco video equipment. Bidding Service Provider shall be an Axis Communications Gold Dealer and a Certified Firetide Dealer. Need to attach a letter from each on their letterhead. Bidder shall have at least 1 full-time employee that is a Registered Communications Distribution Designer. Certification needs to be attached.

Failure to return this page as part of 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 _____



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

gwinnettcounty

Proposal/Bid Name _____ **RP/Bid #** _____

CODE OF ETHICS AFFIDAVIT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH
YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure, under oath, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

- No information to disclose
- Disclosed information below (if additional space if required, please attach list)

Elected Official Name

Elected Official Name

Elected Official Name

Business Entity Name

BY: _____

Signature of Affiant

Sworn to and subscribed before me this

_____ day of _____, 20_____.

Name – Typed or printed

Notary Public

(Seal)

Title

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com



APPENDIX A- CONSENT FORM.

GWINNETT COUNTY GOVERNMENT

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

I, _____ hereby authorize the
(p r i n t n a m e)

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

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

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

Signature of applicant as usually written

Date

GWINNETT COUNTY GOVERNMENT
Consent Form Supplement

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

Last Name _____ First Name _____

Middle Name _____ Sex _____ Race _____

Social Security Number _____ Date of Birth _____

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

Current Address _____

Current Telephone Number () _____

List previous addresses for last five years:

Dates	Street Address	City	State
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Have you ever been convicted of or plead guilty or no contest to a felony or misdemeanor, excluding all offenses for which you were charged as a juvenile? ____Yes ____No

If yes, provide details _____

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

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

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

State _____ License Number _____

Date of expiration _____ Restrictions _____

Do you hold or have you ever held a license in any state other than the one listed above?
_____ Yes _____ No

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

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

If yes, provide details _____

STANDARD INSURANCE REQUIREMENTS

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

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

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

or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
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.
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. 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. 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.
- E. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if applicable. Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

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. **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.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS

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

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that

the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid 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 the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

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 the Illegal Immigration Reform and Enforcement Act of 2011 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 public works as defined by O.C.G.A. 36-91-2(10) where any 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 the Illegal Immigration Reform and Enforcement Act of 2011 shall 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 the Illegal Immigration Reform and Enforcement Act of 2011, 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 the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.