



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

gwinnettcounty

May 18, 2016

**INVITATION TO BID
BL050-16**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for the **Provision of Cabinetry and Cubicles at Various Fire Stations** for Gwinnett County Fire and Emergency Services Department.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on Thursday, June 09, 2016** 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.

A **pre-bid conference** is scheduled for **10:00 A.M. on May 31, 2016** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. All Service Providers are urged to attend. Pre-bid inspections/site visits may be scheduled with Paul Jernigan at 678-518-6500 or paul.jernigan@gwinnettcounty.com. These visits shall take place Monday through Friday, 8:00 A.M. to 5:00 P.M local time and be completed on or before **Thursday, June 2, 2016**.

Questions regarding bids should be directed to Terri Shirley, Purchasing Associate II, at terri.shirley@gwinnettcounty.com or by calling 770-822-7788, no later than **3:00 P.M. local time on Wednesday, June 01, 2016**. 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 service provider 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.

Terri Shirley
Purchasing Associate II

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

Bid Schedule, Page 17
References, Page 18
List of Subcontractors, Page 19
Code of Ethics Affidavit, Page 20
E-Verify, Page 21



Kitchen Cabinetry/Station Modification Project's**1. SCOPE OF WORK:**

Replace existing kitchen cabinetry at three (3) facilities, reface existing kitchen cabinetry at one (1) facility, and construct cubicle walls at one (1) facility of the Gwinnett County Fire & Emergency Services.

Special Note: These facilities are open and occupied on a 24/7 schedule. The General Contractor will be required to present a renovation schedule prior to the beginning of each project that shall reflect a minimal down time to the station personnel and in no way inhibit service to the Gwinnett County Citizens.

The General Contractor shall be responsible for all of the following aspects of these projects.

- a) Removal and disposal of existing cabinetry and counter tops.
- b) Furnish and install new kitchen cabinetry and counter tops.
- c) Adhere to notes specific for each location. See attached drawings for each location
- d) Furnish a completed set of drawings prior to fabrication for approval by County project manager.

2. FURNISHED DRAWING:

Drawings furnished with this bid package are provided only to show the scope and general nature of the minimum requirements for this project. It is recommended the contractor visit the site before submitting a bid. The contractor shall consider all existing conditions and take accurate measurements to determine the work involved.

3. WARRANTY:

Shall carry a one (1) year minimum guarantee against defective materials and workmanship from date of acceptance by the Project Manager and shall include 100 percent labor and materials coverage for a period of one (1) year.

4. SITE VISIT:

- a) Companies may examine the proposed site prior to submitting a bid.
- b) Site visit must be coordinated with the project manager prior to visit.

5. GENERAL REQUIREMENTS:

- a) Installations shall be coordinated with The Gwinnett County Department of Fire & Emergency Services Facilities Management office.

Project Manager: Paul Jernigan
Facilities Management Section
408 Hurricane Shoals Rd. NE
Lawrenceville, GA. 30046

- b) All work is to be performed in accordance with generally accepted industry practices and standards as well as all applicable codes.
- c) Installation of all products shall meet or exceed manufactures specifications.
- d) In no way shall the projects inhibit normal operations/service of the fire facilities other than the area involved.
- e) Keep job site in a clean and safe condition during all phases of the construction project.
- f) The contractor shall be responsible for the clean up, removal, and disposal of all work related debris.
- g) Any reference to GC in these specifications will be the responsibility of the General Contractor.
- h) Brand names used are to establish a standard of quality. The words "or equivalent" if not written are implied. Samples shall be supplied upon request. Contractor shall bear the cost of providing samples.

6. INTERIOR PAINT FINISHES:

Surface Preparation

- a) Apply coatings to surfaces that are clean and properly prepared in accordance with manufacturer's instructions. Remove dust, grease, oils, and foreign matter. Prepare surface for proper texture necessary to obtain optimum coating adhesion and intended finish appearance.
- b) Areas where rust was removed will be coated with a rust inhibited primer.
- c) Do not apply coatings to labels that identify equipment, fire resistance ratings, etc.
- d) Provide protection for non-removable items and surfaces not scheduled for painting.

Application

- e) Apply coatings in accordance with manufacturer's instructions and using application method best suited for obtaining full uniform coverage of surfaced to be coated.
- f) Employ only application equipment that is clean, properly adjusted, in good working order, and of the type recommended by the coating manufacturer.
- g) Completed coating shall be free of defects such as runs, sags, variations in color, lap or brush marks and skips.
- h) Coating requirements: Two (2) coat minimum on finish.

Products

- i) All coatings provided shall be the manufacturer's best quality paint material. All containers shall display the manufacturer's product identification. All block fillers, primers, undercoats, and finish-coat materials shall be compatible with one another and the substrates indicated under the conditions of service and application.
- j) The following manufacturers are acceptable:
 - 1) Sherwin Williams (product & numbers used on finish schedule)
 - 2) Benjamin Moore & Co.
 - 3) Porter Paints
 - 4) Duron Paints

Color: Origami White – Semi Gloss – Note: This is an old Sherwin Williams color. Color to match existing.

General Project Notes

- k) The wall areas within the kitchen to the inside of door and pass thru openings.
- l) Existing window frames are vinyl or metal clad and will not require painting.
- m) Existing wall areas shall be patched or caulked to present an acceptable finish for final paint coat application.
- n) See attached interior painting drawing for schedule of finishes.

7. ELECTRICAL:

Note: in most cases all appliances will be set back in exact locations.

If any adjustments are required to set fixtures it shall be the responsibility of the GC.

- a) The contractor shall verify all electrical appliances are in proper working condition prior to beginning the job.
- b) Notify the project manager of any issues with the appliance or electrical circuitry immediately so that owner can resolve any issue/s while project is underway.

8. PLUMBING:

Note: in most cases all appliances will be set back in exact locations.

If any adjustments are required to set fixtures it shall be the responsibility of the GC.

- a) Kitchen Sink (supplied by the GC): Shall be of brushed stainless steel finish, min. 8" dual bowl, & four (4) hole heavy gauge insulated quality. (Note: No single bore faucet with the sprayer as part of the spout.)
- b) Kitchen Faucet (supplied by the GC): Shall be of a single lever, 8" min spout, bright chrome finish, with sprayer.

- c) Kitchen Sink Trap assembly (supplied by GC): Shall be installed with a dishwasher drain attachment.

9. CABINETRY:

- a) The wood material for the finished exposed areas of the cabinets shall be of solid red oak. Final finish shall be stained with a minimum two (2) coats of a satin finish varnish.
- b) All boxes shall be constructed with a minimum of 3/4" birch veneer plywood for all interior area with natural clear coat finish.
- c) All interior shelves to be of 3/4" birch veneer plywood with solid 3/4" x 1 1/4" solid birch edge banding. Upper shelves shall have brushed aluminum shelf standards installed for shelf height adjustments. Shelving shall have a natural clear coat finish.
- d) All exposed areas of the boxes shall be constructed of 3/4" red oak veneer plywood. Final finish shall be stained with a minimum two (2) coats of a satin finish varnish.
- e) The face frames for the cabinetry boxes shall be of 3/4" x 2" solid red oak. NOTE: the face frame material for the upper rail on the upper boxes shall be a minimum of 3/4" x 4" solid red oak. Final finish shall be stained with a minimum two (2) coats of a satin finish varnish.
- f) Drawer boxes shall be constructed of 3/4" solid birch with a quarter round over on the top edge to make soft. Bottoms shall be raveled into the drawer box and be of a minimum 1/4" birch veneer plywood.
- g) Drawer Face shall be of 3/4" solid red oak. Edge to be beveled and final finish shall be stained with a minimum two (2) coats of a satin finish varnish.
- h) Doors shall be of the flat panel design. The door frame shall be of 3/4" solid red oak and a minimum of 2 1/2" width with a beveled edge. The flat panel shall be raveled into the door frame and be of 1/4" red oak veneer plywood. Final finish shall be stained with a minimum two (2) coats of a satin finish varnish.
- i) Trim parts shall be of solid red oak and final finish shall be stained with a minimum two (2) coats of a satin finish varnish.
- j) Ceiling line trim shall be a bed mold of solid red oak and final finish shall be stained with a minimum two (2) coats of a satin finish varnish.
- k) Counter top shall be of 1/2" minimum solid surface with solid surface backsplash to extend to below upper cabinets and apron to be a bull nose edge.

10. CABINET FINISH PRODUCTS:

- a) Tops & Back Splash: Wilsonart Gibraltar Solid Surface – 1/2" thick
Color: #909-ml Midnight Melange
- b) Finish Stain: MinWax Penetration Stain
Color: #215 Red Oak
- c) Hinges & Pulls:
Wire Pulls: 3 1/2" Brush Aluminum
Blum Hinges: Blum Compact 33, 110
NOTE: If a concealed hinge as the Blum product recommended is used on the face frames, then the hinge base must be compatible for face frame construction. Our department has had to correct many issues with hinge bases that were designed for the no-reveal type construction.
NOTE: All doors must have 3 hinges minimum. No matter the height size of the door.
- d) Drawer Guides: Accuride 20" Full extension.

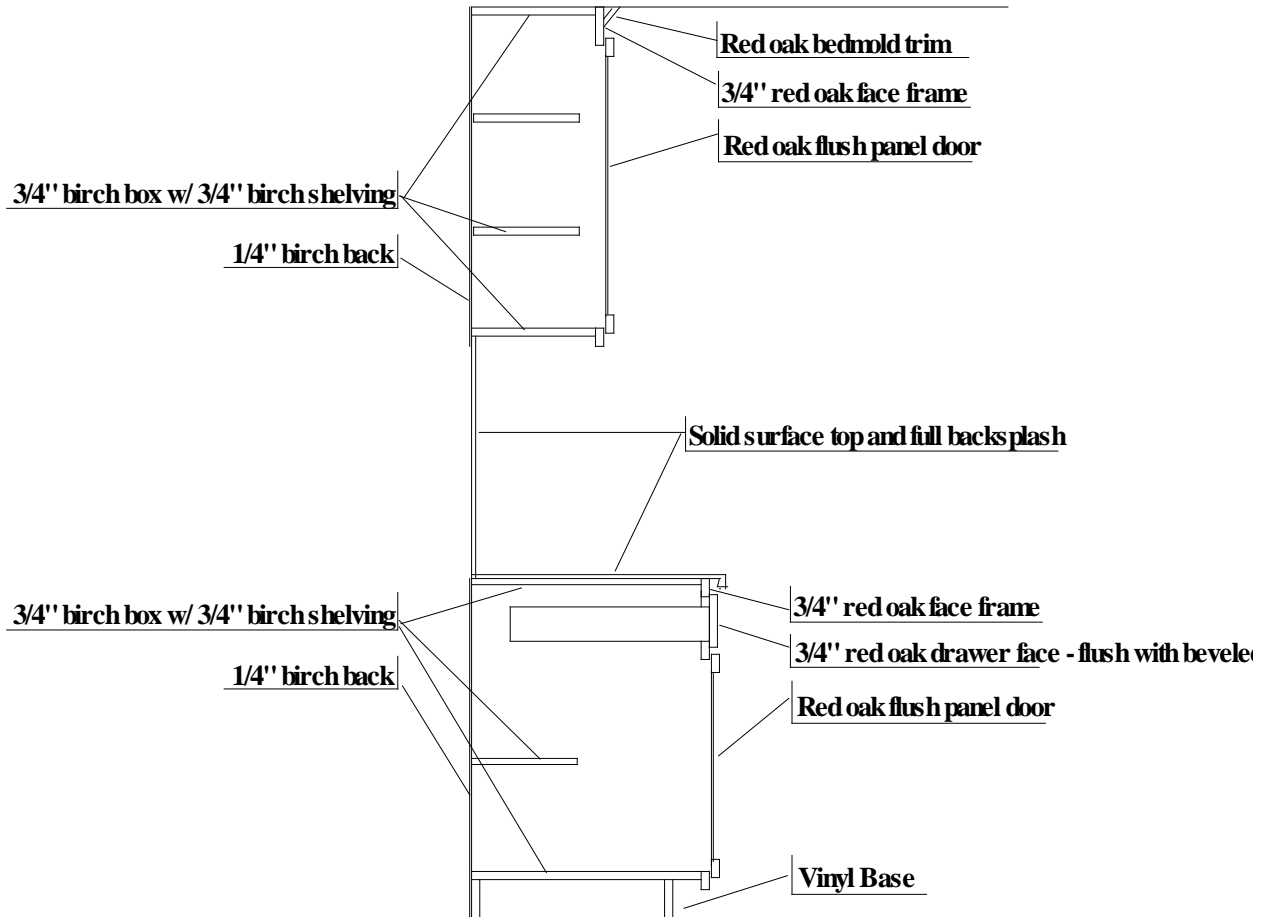
NOTE: All Dimensions are approximate. Owner is aware measurements will vary once hard measurements are established with kitchen cabinet layout.

11. CUBICLES:

- a) The framing materials for the cubicle shall be of 2" x 4" spruce/white wood construction. The bottom plate shall be a 2" x 4" pressure treated lumber.
- b) The finish wall material shall be of 1/4" pre-finished white bead board.
 1. The base shall be of 4" black vinyl cove.
 2. The top plate shall be of 2" x 6" spruce/white wood material.
 - a. Top plate shall be finished with one coat of primer and two coats of a semi-gloss white paint.

- c) Privacy curtain bars for each cubicle opening shall be fabricated with stock 1 1/2" galvanized steel pipe. The bars shall be attached securely in a manner to provide the needed support where a cubicle wall would end.
- d) See attached drawing for additional information and explanations.

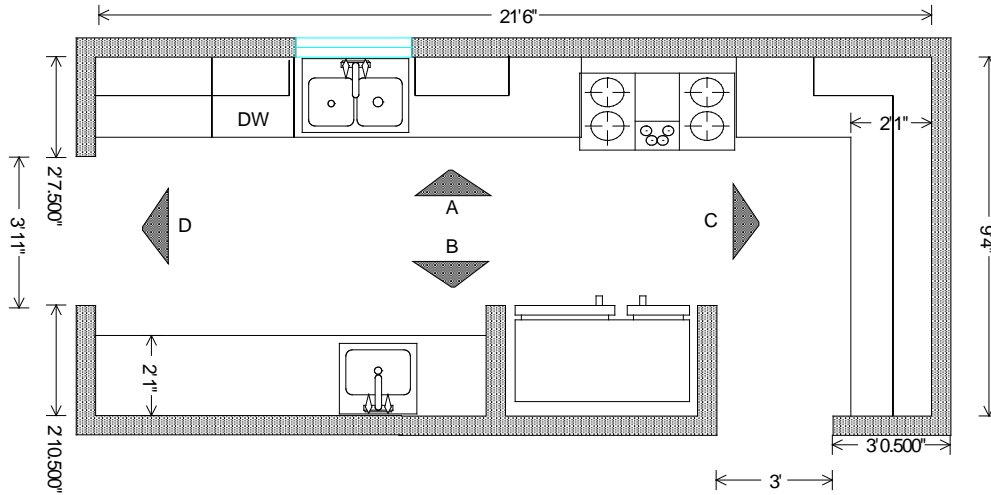
Cabinet Cut



Note:

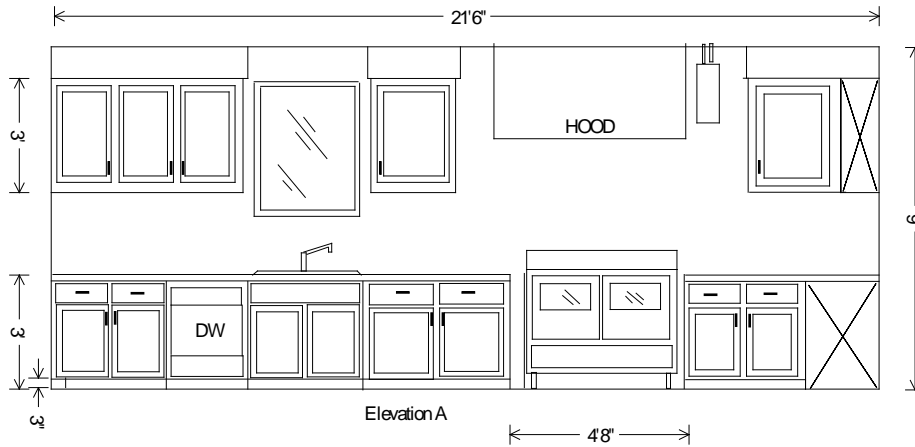
- 1) All base units shall be designed to work with existing floor. Existing floor shall be protected from damage during construction.
- 2) Areas where cabinet bases set back further than the existing finished floor exposing a section of the concrete the GC shall be responsible for repairing that area to match the existing. If this situation does occur the GC can modify/build out the toe kick so that it will cover any unfinished gap.

Gwinnett Fire Station #05
 3001 Old Norcross Rd.
 Lawrenceville, GA. 30044
Cabinet Replacement



Notes:

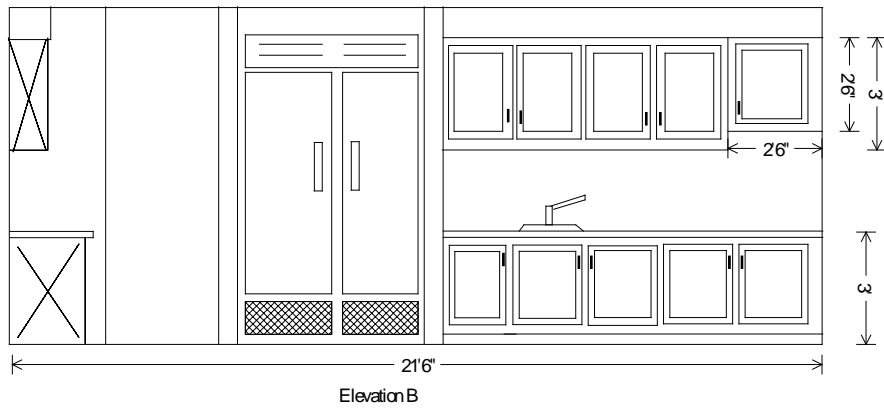
- 1) The layout for this kitchen will be a duplicate of the existing. Variations of this layout to fit the existing plumbing at the sink and dishwasher will be acceptable.
- 2) All existing appliances will be re-used. GC is responsible for the protection and resetting of these units. The oven and vent hood with fire suppression system shall remain in place and protected at all times.
- 3) If existing quarry tile floor is left exposed at toe kick the GC is responsible for filling and matching to original to fill any gaps.



Notes: Elevation A

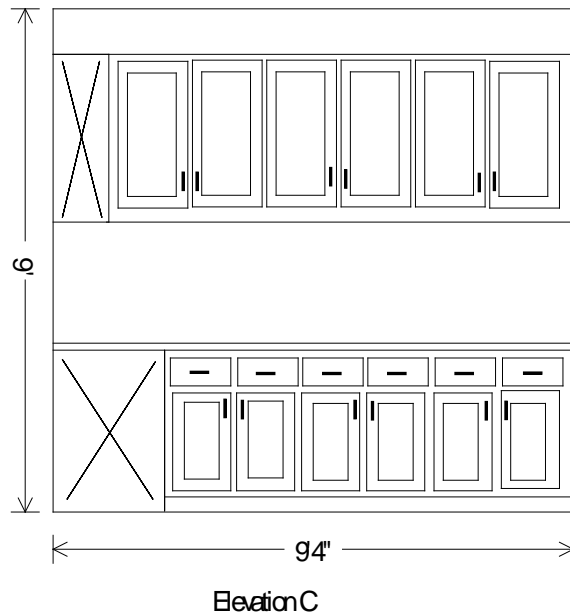
- 1) The kitchen vent hood and the Guardian Fire Suppression System shall be reinstalled including ducting by the GC (if system has to be removed during the project).
- 2) Upper units shall be mounted to soffit with a finish trim.
- 3) Allow a minimum of 2" clearance of cabinetry and top on each side of the oven. Backsplash shall run tight with the existing S.S. oven backsplash.

Station 05



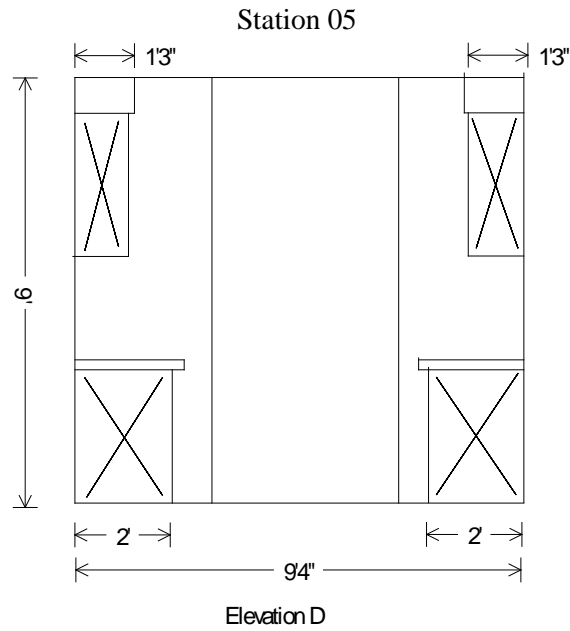
Note: Elevation B

1) The upper 2'6" x 2'6" dimension is so designed to allow for a coffee machine with upper warmers. The 2'6" cabinet needs to be incorporated in the new layout.



Note: Elevation C

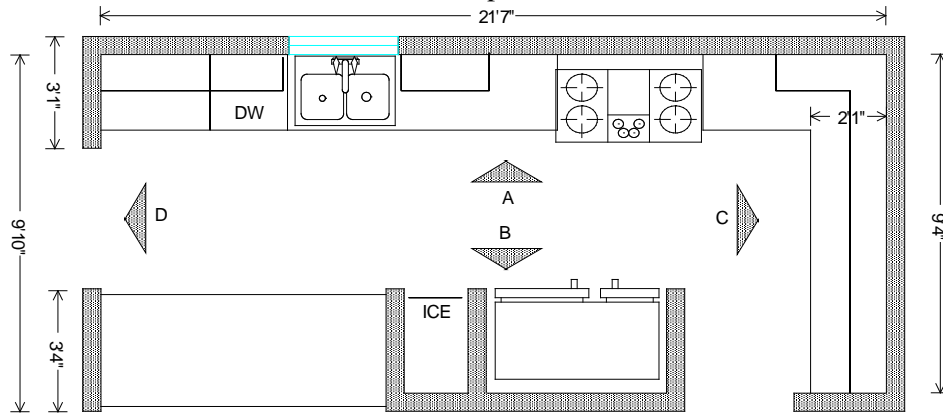
1) This upper section of cabinets is designed as a shift cabinet. There are three (3), A, B, & C, shifts per station. Each section shall have a pair of cabinet locks keyed separately. A total of 12 keys, 4 per shift cabinet.



Note: Elevation D

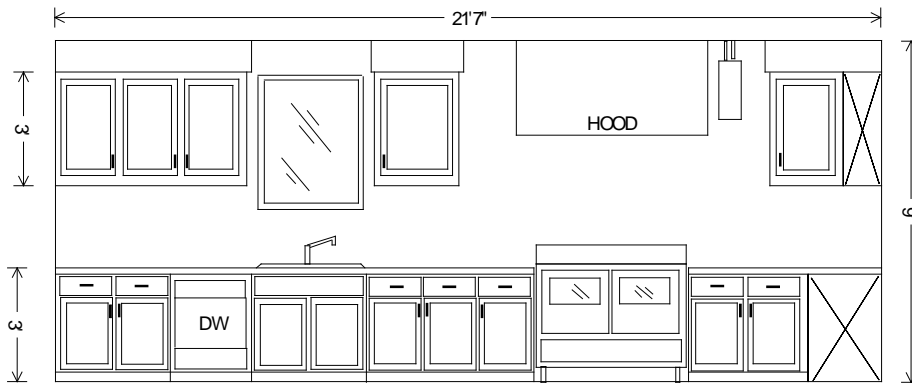
- 1) All toe kick areas can be finished off with a 3" to 4" vinyl base in black.
- 2) If existing quarry tile was used to flow up the toe kicks then this shall be removed and the vinyl base can be installed on new cabinetry.

Gwinnett Fire Station #23
 4355 Steve Reynolds Blvd.
 Lilburn, GA. 30093
Cabinet Replacement



Notes:

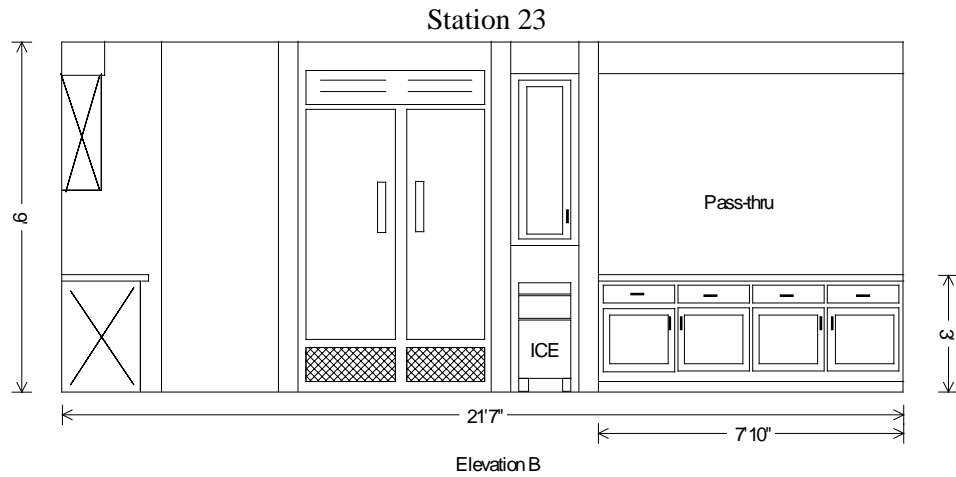
- 1) The layout for this kitchen will be a duplicate of the existing layout. Variations of this layout to fit the existing plumbing at the sink and dishwasher will be acceptable.
- 2) All existing appliances will be re-used. GC is responsible for the protection and resetting of these units. The oven and vent hood with fire suppression system shall remain in place and protected at all times.
- 3) If existing quarry tile floor is left exposed at toe kick the GC is responsible for filling and matching to original to fill any gaps.



Elevation A

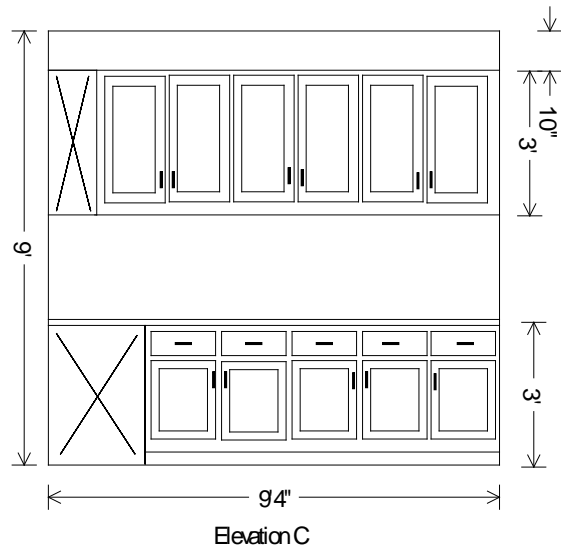
Notes: Elevation A

- 1) The kitchen vent hood and the Guardian Fire Suppression System shall be reinstalled including ducting by the GC (if system has to be removed during the project).
- 2) Upper units shall be mounted to soffit with a finish trim.
- 3) Allow a minimum of 2" clearance of cabinetry and top on each side of the oven. Backsplash shall run tight with the existing S.S. oven backsplash.



Notes: Elevation B

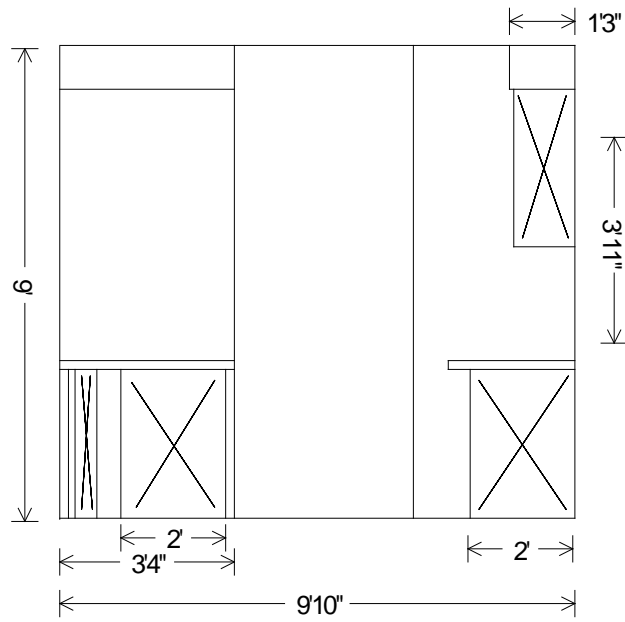
1) The area at the pass thru has an open space on the back side. A 2x4 stem wall shall be fabricated to fill gap. This same design shall be integrated into the new layout with a minimum of three (3) flat panels similar to the door design.



Notes: Elevation C

1) This upper section of cabinets is designed as a shift cabinet. There are three (3), A, B, & C, shifts per station. Each section shall have a pair of cabinet locks keyed separately. A total of 12 keys, 4 per shift cabinet.

Station 23

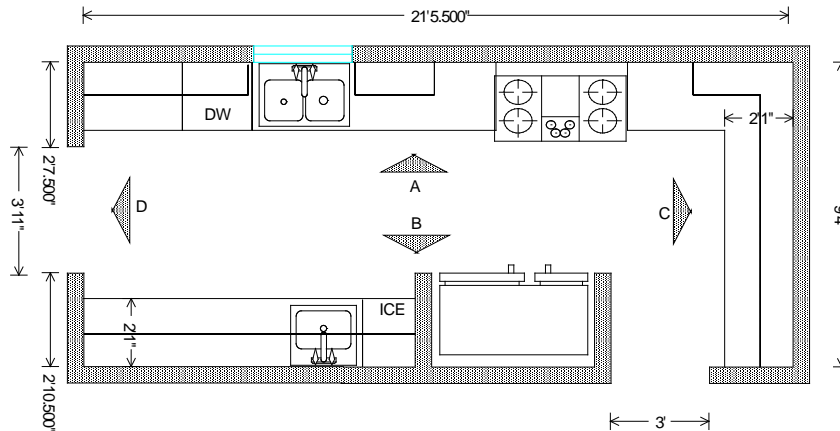


Elevation D

Notes: Elevation D

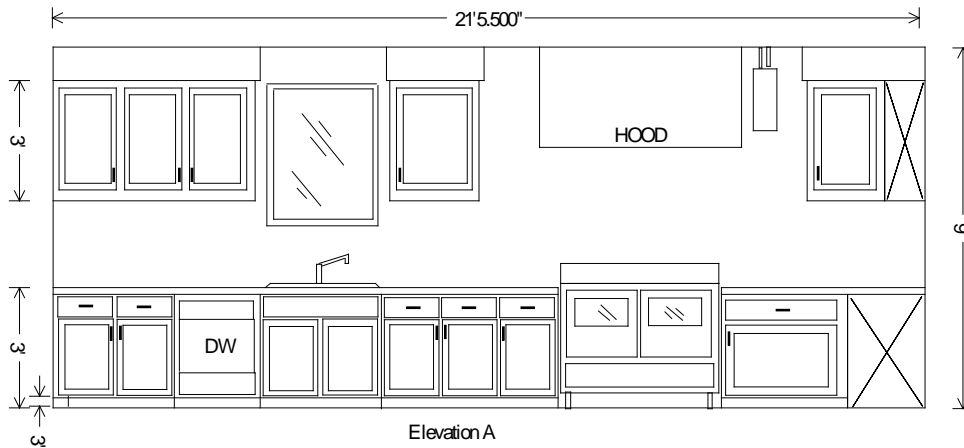
- 1) Fabricate a 2x4 stem wall and attach a flat panel to the dayroom side of the lower pass thru cabinets. This same design shall be integrated into the new layout with a minimum of three (3) flat panels similar to the door design.

Gwinnett Fire Station #25
 3575 Lawrenceville Hwy (US29)
 Lawrenceville, GA. 30045
Cabinet Replacement



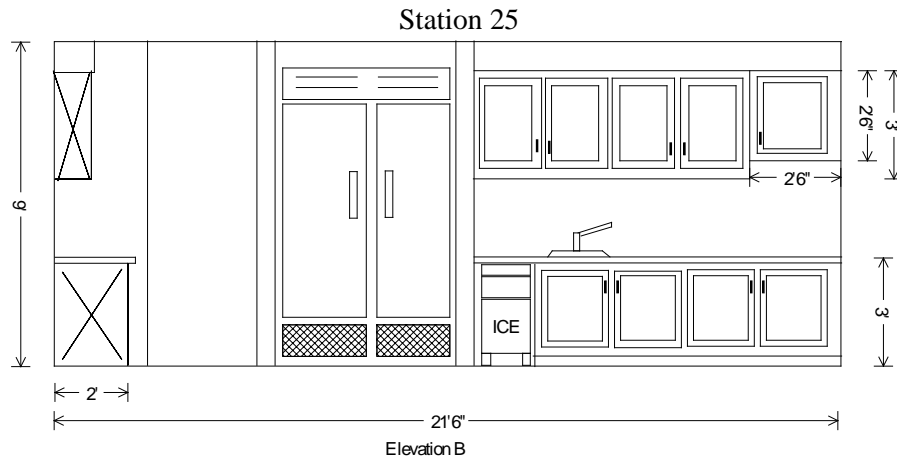
Notes:

- 1) The layout for this kitchen will be a duplicate of the existing. Variations of this layout to fit the existing plumbing at the sink and dishwasher will be acceptable.
- 2) All existing appliances will be re-used. GC is responsible for the protection and resetting of these units. The oven and vent hood with fire suppression system shall remain in place and protected at all times.



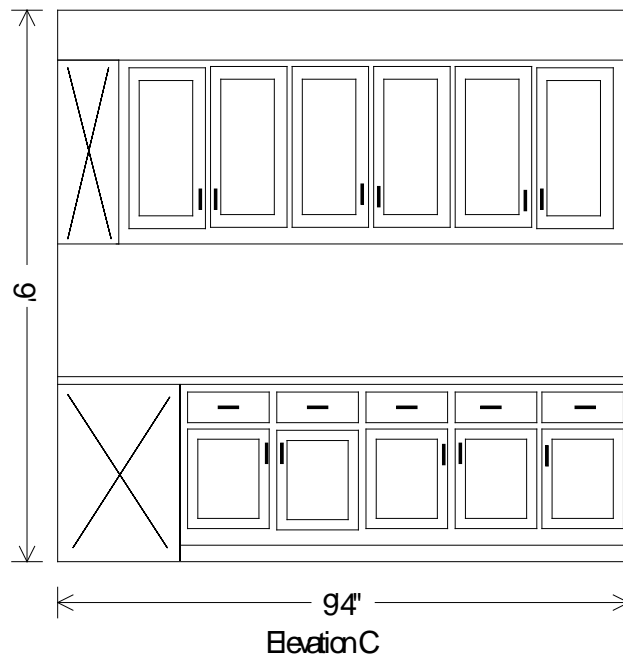
Notes: Elevation A

- 1) The kitchen vent hood and the Guardian Fire Suppression System shall be reinstalled including ducting by the GC (if system has to be removed during the project).
- 2) Upper units shall be mounted to soffit with a finish trim.
- 3) Allow a minimum of 2" clearance of cabinetry and top on each side of the oven. Backsplash shall run tight with the existing S.S. oven backsplash.



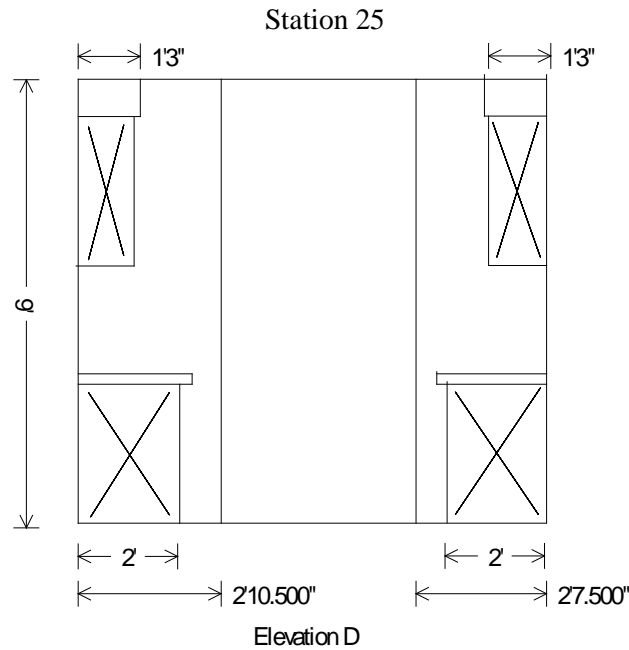
Notes: Elevation B

1) The upper 2'6" x 2'6" dimension is so designed to allow for a coffee machine with upper warmers. The 2'6" cabinet must to be incorporated in the new layout.



Notes: Elevation C

1) This upper section of cabinets is designed as a shift cabinet. There are three (3), A, B, & C, shifts per station. Each section shall have a pair of cabinet locks keyed separately. A total of 12 keys, 4 per shift cabinet.



Notes: Elevation D

- 1) All toe kick areas can be finished off with a 3" to 4" vinyl base in black.
- 2) If existing quarry tile was used to flow up the toe kicks then this shall be removed and the vinyl base can be installed on new cabinetry.

Gwinnett Fire Station #06
3890 Johnson Rd.
Lithonia, GA. 30058
Cabinet Reface

Notes:

- 1) The station cabinetry only needs to be refaced. This is to include:
 - a. Doors shall be of the flat panel design. The door frame shall be of 3/4" solid red oak and a minimum of 2 1/2" width with a beveled edge. The flat panel shall be raveled into the door frame and be of 1/4" red oak veneer plywood.
 - b. Finish stain shall match the existing cabinets with a minimum two (2) coats of a satin finish varnish.
 - c. Light sand cabinet face frames and boxes (exterior only). Touch up stain as needed and apply a minimum of two (2) coats of a satin finish varnish.
 - d. Drawer Face shall be of 3/4" solid red oak. Edge to be beveled and final finish shall be stained with a minimum two (2) coats of a satin finish varnish.
 - e. Hinges & Pulls:

Wire Pulls: 3 1/2" Brush Aluminum

Blum Hinges: Blum Compact 33, 110

NOTE: If a concealed hinge as the Blum product recommended is used on the face frames, then the hinge base must be compatible for face frame construction. Our department has had to correct many issues with hinge bases that were designed for the no-reveal type construction.

NOTE: All doors must have 3 hinges minimum. No matter the height size of the door.

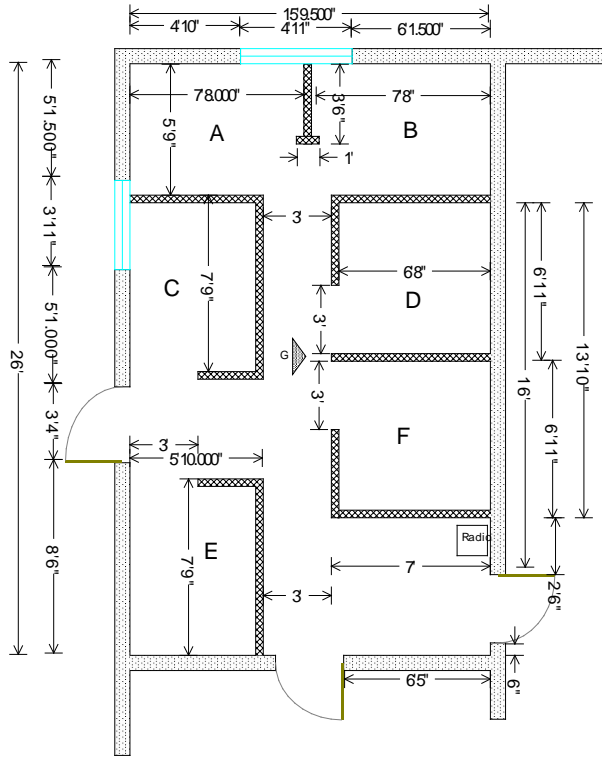
- f. Replace all drawer guides.

Drawer Guides: Accuride 20" Full extension.

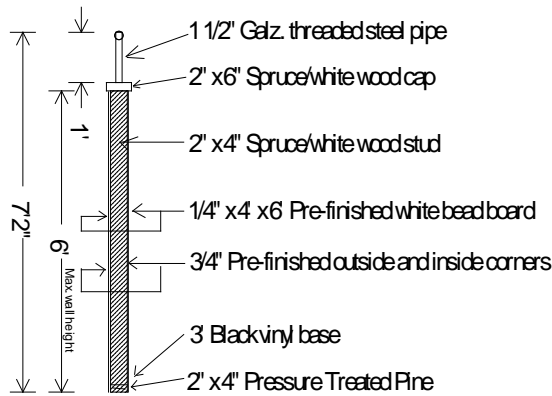
- 2) All existing appliances will be re-used. GC is responsible for the protection and resetting of these units. The oven and vent hood with fire suppression system shall remain in place and protected at all times.

Gwinnett Fire Station #17
 2739 Brooks Rd.
 Dacula, GA. 30019
Cubicle Walls

Floor plan cubicle layout



Wall Section



Station 17
Galvanized privacy curtain rod

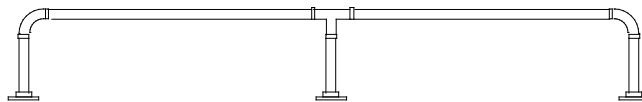
Privacy Rod Style - cubicles C & E



Privacy Rod Style - cubicles A & B



Privacy Rod Style - cubicles D & F



Notes:

- 1) The galvanized pipe and components was designed to give the cubicles a more stable connection where a wall section ended.
- 2) All base parts shall be connected securely in way that the screws shall pass through the 2" x 6" cap and penetrate into the stud wall top plate a minimum of 1".
- 3) Relocate Radio approx. 16" toward the dayroom entry door to allow for cubicle wall placement. The 16" will provide additional inches to the adjacent cubicle space.
- 4) Drill a minimum 2 1/2" hole where wall outlets can be accessible from cubicle to cubicle. There will only be about 3 areas where this will be required.

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

ITEM #	FIRE STATION/PROJECT DESCRIPTION	LUMP SUM
1	Replace existing kitchen cabinetry at Fire Station 05	\$
2	Replace existing kitchen cabinetry at Fire Station 23	\$
3	Replace existing kitchen cabinetry at Fire Station 25	\$
4	Reface existing cabinetry at Fire Station 06	\$
5	Construct bunkroom cubicles at Fire Station 17	\$
TOTAL		\$

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

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

Certification of Non-Collusion in Bid Preparation _____
Signature Date

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

FAILURE TO RETURN THIS PAGE AS PART OF THE 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 _____



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gwinnettcounty

BL050-16, Provision of Cabinetry and Cubicles at Various Fire Stations
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, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. _____ Sworn to and subscribed before me this

BY: _____
Authorized Officer or Agent Signature

_____ day of _____, 20__

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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





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

gwinnettcounty

BL050-16, Provision of Cabinetry and Cubicles at Various Fire Stations
CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 201__

Notary Public
My Commission Expires:

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

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
Rev. 6.20.13



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.

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

BL050-16

Buyer Initials: TS

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

ATTENTION

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

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