



January 11, 2023

INVITATION TO BID
BL116-22

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Purchase and Installation of Custom Park Signs on an Annual Contract with Four (4) Options to Renew** for the Department of Community Services, Transportation and Water Resources.

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 **January 30, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 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.gwinnettcountry.com.

Questions regarding bids should be directed to Lindsey Gravitt, Purchasing Associate II, at lindsey.gravitt@gwinnettcountry.com or by calling 770-822-7833, no later than **10:00 AM on January 20, 2023**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful contractors 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 the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

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

Award will be made to the contractors submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a bid will be notified via email.

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

Lindsey Gravitt
Purchasing Associate II

The following pages should be **returned** in **duplicate** as your bid: Bid Schedule, pages 5-7
Contractor Information, page 8
References, page 9
Subcontractors, page 10
Contractor Affidavit & Agreement, page 11
Ethics Affidavit, page 12

SCOPE

Gwinnett County is soliciting competitive bids as follows: (Note – not all signs require installation. See Section A).

Section A: Fabrication of commonly used sign sizes, sign graphic letters and reflective vinyl. Unit prices are for purchase/ fabrication only. Installation costs must not be included.

Section B: Common installation methods. Unit prices include installation of various sizes of posts and sign mounting, mounting signs on fences, and replacement of existing sign panels (panel swap).

Section C: Complete fabrication and installation of park and facility entry signs per Design Standard details. Unit prices are to include set of 300 letters/numbers with portable storage case, Wagner Zip-Change or equal.

Section D: Time & Materials related to miscellaneous sign work shall include but not be limited to sign repairs and refurbishment; installation by other methods not listed in Section B.

GENERAL SPECIFICATIONS:**A. Product Specifications**

1. All aluminum panels, posts, etc., shall be provided as shown on Design Standard sheets and bid schedule.
2. Sign graphic colors will vary per order.
3. Graphic letters paint, and panel finishes shall be as specified on Design Standard sheet 5.3b.
4. Versiloc adhesive as manufactured by Lord Chemical Company or approved equivalent for anti-vandalism nuts & bolts, Design Standard sheet 5.3f.
5. Cleaners: Akzo-Nobel Grip Flex Solvent Spray Thinner and Remover #T-2002 or approved equivalent. Cleaners to remove dirt, chalked paint and other surface residue without adversely affecting panel. Damage to surface to be repaired by sign contractor to the satisfaction of the County representative. To be used as necessary.
6. Painted Surfaces: Paint to be two-component acrylic polyurethane formulation as manufactured by Matthews Paint Company; Wyandott Paint Company, or approved equivalent. Apply primers and finish coats according to manufacturer's instructions. Prime and paint with MAP N-series finish (or approved equivalent) 2-part acrylic polyurethane paint, spray a minimum of two coats of semi-gloss finish paint. When surfaces are completely painted and cured, wipe free of lint and dust and apply spray coat of MAP SOA365 semi-gloss clear coat (or approved equal) compatible with color coat. Clear coat is to be a smooth even finish over sign face. All fillers, primers, finish coats, and clear coats to be MAP series as manufactured by Matthews Paint (or approved equivalent) and to be applied according to manufacturer's specification. Clear coat is to be applied to sign components before graphics are applied, leaving sufficient time after final clear coat application for drying per manufacturer's instructions. See Design Standard sheet 5.3b.

B. Fabrication

1. It is intended that all finished work be of the highest quality to pass eye-level examination and scrutiny by the County representative.
2. Construct all work to eliminate burrs, cuttings edges, and sharp corners.
3. Finish welds on exposed surfaces shall be imperceptible in the finished work.
4. Except as indicated or directed otherwise, finish all surfaces smooth.
5. Surfaces, which are intended to be flat, shall be without bulges, oil canning, or other physical deformities.
6. Surfaces, which are intended to be curved, shall be smoothly free flowing to required shapes.
7. Except where approved otherwise by County representative, conceal all fasteners.
8. Make access panels tight-fitting and flush with adjacent surfaces.
9. All material shall be new stock, free from defects impairing strength, durability, and appearance.
10. No fabrication of installation materials or procedure shall be used that will in any way change the visual

- quality or in any manner have an adverse effect on existing materials and surfaces.
11. All adhesives shall be used in accordance with recommendations made by the manufacturer of the materials to be laminated or adhered. Adhesives shall not change the color of nor deteriorate the materials to which they are applied.
 12. Sign faces must be clean and free of glue or other foreign material. Edges to be smooth and straight.
 13. Painted surfaces to be resistant to crazing, peeling, scratching and fading. All coatings shall conform to manufacturer's requirements.
 14. All lettering shall be executed in such manner that all edges and corners of finished letterforms are true, sharp and clean. Letterforms with rounded positive or negative corners, edge build-up, bleeding, saw toothing, pinholes, etc., will not be accepted.
 15. County representative must approve sign text prior to fabrication.
 16. All vinyl letters or silkscreening shall be on the top surface of the recommended material unless otherwise specified on the drawings.
 17. All letterforms shall be aligned as to maintain a base line parallel to the sign format unless otherwise noted.
 18. All inks and paints required for engraving or silkscreen and imprinted surfaces shall be of a type made for the surface material on which it is applied and recommended by the manufacturer of the ink or paint. Exact identification on all inks and paints shall be noted on the shop drawings (if applicable), together with date describing the method of application, if other than 'air drying.'
 19. No paints or inks or adhesives that will fade, discolor, or delaminate as a result of proximity to ultraviolet light source or heat shall be used.
 20. All inks and paints shall be evenly applied and without pinholes, scratches, orange peeling, application marks, and other defects.
 21. Cleaning of any kind, prime coats or other surface pre-treatment, where recommended by the manufacturer for inks and paints, shall be included at no extra cost to the County.
 22. Carefully follow manufacturer's recommended fabricating procedures regarding expansion, contraction, fastening, and restraining of acrylic plastic or glass.
 23. Exercise care to assure that polished and plated surfaces are unblemished in the finished work.
 24. Isolate dissimilar materials. Exercise particular care to isolate non-ferrous metals from ferrous metals.
 25. All cleaning to leave sign surface and graphics intact.

C. Installation – General

1. The contractor is responsible for verifying locations of new signs. Sign locations are to be staked by the contractor and the staked locations approved by the County representative.
2. Sign installation work shall be under the direct supervision of a journeyman sign erector for Section C or as requested by County representative.
3. Securely anchor work in location using appropriate anchoring methods either approved on design standard drawings or as directed by county representative. Use "tamper/vandal proof" and or "lockable" bolt assembly hardware. All hardware in locations subject to moisture or other corrosive elements are to be stainless steel. All attachment hardware is to be painted to match color of surrounding area.
4. In addition to specifications in Design Standards, sign installation shall include sign erection, mounting hardware, removal and disposal of existing signs, touch up and site cleanup. Seed and straw graded areas at sign bases.
5. All signs are to be wiped clean of fingerprints, dust or other surface soiling upon completion of installation.
6. The County representative is the final arbiter on interpretation of the documents. Questions concerning format, actual message copy, and actual sign location should be forwarded to the County representative in writing. Decision by the County representative as to compliance will be final.

D. General**1. Delivery**

Delivery days ARO shall not exceed forty-five (45) days unless the user department is placing a substantial size order and alternate delivery time is mutually agreed upon by vendor and County representative. Delivery days ARO shall not exceed seven (7) days for Items, Section A, items 3 & 4.

2. Supplier Information

Manufacturer names, trade names, brand names and/or catalog numbers used in these bid documents are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive.

3. Invoices

Invoices must reference the Purchase Order number and include the dates and locations (if applicable) where work was performed. The invoice must be itemized by the line items in the contract. Back up documentation such as material receipts to substantiate markup charges is to be made available upon request.

Cost of rental equipment will be reimbursed at cost but requires prior approval by Gwinnett County representative. Failure to do so will be the contractor's responsibility.

E. Quality Assurance

1. When required because of size or weight of sign, provide lifting eyes as an integral part of design. Lifting eyes shall be inconspicuous in the finished work as approved by County representative.
2. Requirements of regulatory agencies: Comply with all Life Safety and State of Georgia Building codes and all legal requirements having jurisdiction over the project. Notify the County representative of any conflicts between the specifications and such agencies.

F. Warranty

1. Warrant all work against failure because of faulty materials, workmanship, and design for a period of one year from date of substantial completion indicated by the County representative.
2. Fading, cracking, warping, peeling, delamination, rusting, corroding, and structural failure, including distortion by whatever cause, shall be construed to mean failure because of faulty materials and workmanship. This warranty shall apply to all work; sign and posts.
3. Failures during the warranty period shall be repaired or replaced to the satisfaction of the County representative at no cost.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT BID BEING DEEMED NON-RESPONSIVE.

BID SCHEDULE

Item	Approx. Annual Qty.	Description	Delivery Days A.R.O.	Unit Price	Total Price
Section A Purchase/ Fabrication (does not include cost for installation)					
1.	360 ea	2" square x 9' long x 1/8" thick, painted aluminum post with sleeve		\$	\$
2.	23 ea	2" square x 11' long X 1/8" thick, painted aluminum post with sleeve		\$	\$
3.	20 ea	4' x 4' x 1/2" MDO plywood, painted both sides with exterior semi-gloss, with miscellaneous vinyl text single side		\$	\$
4.	20 ea	4' x 8' x 1/2" MDO plywood, painted both sides with exterior semi-gloss, with miscellaneous vinyl text single side		\$	\$
5.	25 ea	6" x 12" x .090 aluminum, painted both sides, with miscellaneous vinyl text single side		\$	\$
6.	1650 ea	12" x 18" x .090 aluminum, painted both sides, with miscellaneous vinyl text single side		\$	\$
7.	1703 ea	18"x24"x .090 aluminum, painted both sides, with miscellaneous vinyl text single side		\$	\$
8.	20 ea	24" x 36" x .090 aluminum, painted both sides, with miscellaneous vinyl text single side, per detail 5.3z Playground Rules Sign		\$	\$
9.	28 ea	24" x 36" x .090 aluminum, painted both sides, with miscellaneous vinyl text both sides		\$	\$
10.	14 ea	30"x30"x.090 aluminum, painted both sides, with miscellaneous vinyl text both sides		\$	\$
11.	10 ea	32" x 36" x.090 aluminum, painted both sides, with miscellaneous vinyl text single side, per detail, 5.3cc Directional Sign		\$	\$
12.	10 ea	32" x 36" x.090 aluminum, painted both sides, with miscellaneous vinyl text both sides		\$	\$
13.	10 ea	36"x 48" x .090 aluminum, painted both sides, with miscellaneous vinyl text single side		\$	\$
14.	10 ea	36" x 48" x.090 aluminum, painted both sides, with miscellaneous vinyl text both sides, with lockable display , per detail 5.3x & 5.3y Pavilion Rental Sign		\$	\$
15.	1 ea	45"x 55" x .090 aluminum, painted both sides, with miscellaneous vinyl text single side, per detail 5.3h Typical Rules Sign		\$	\$
16.	1 ea	45"x 55" x .090 aluminum, painted both sides, with miscellaneous vinyl text both sides, per detail 5.3h Typical Rules Sign		\$	\$
17.	5 ea	18" x 24" x.090 Aluminum. "Flip" sign unit with hinge, painted all sides, text all sides		\$	\$
18.	5 ea	12" x 18" x .090 Aluminum "Flip" sign unit with hinge, painted all sides, text all sides		\$	\$
19.	5 ea	6" black letters on transparent exchangeable copy 100 units per each (Wagner Zip-Change, Inc. or equal)		\$	\$

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BID SCHEDULE

Item	Approx. Annual Qty.	Description	Delivery Days A.R.O.	Unit Price	Total Price
20.	5 ea	6" black condensed letters/numbers package, commercial fonts, 300 units per each, with carrying case (Wagner Zip-Change, Inc. or equal)		\$	\$
21.	5135 sf	Reflective vinyl Per sq. ft.		\$	\$
22.	5849 sf	Application of clear laminate, Arlon Clear Laminate or approved equal. Per sq. ft.		\$	\$
23.	1500 ea	4"x 14" x .090" aluminum, painted both sides, with miscellaneous vinyl text single side		\$	\$
Section A Total					\$
Section B- Unit Pricing for Installation (does not include cost for sign fabrication)					
24.	10 ea	2" square x 9' long x 1/8" thick, painted aluminum post, with sleeve and footing, single post unit per detail 5.3ff and sign mounting		\$	\$
25.	10 ea	2" square x 9' long x 1/8" thick, painted aluminum post, with sleeve and footing, double post unit per detail 5.3ff and sign mounting		\$	\$
26.	10 ea	2" square x 11' long x 1/8" thick, painted aluminum post, with sleeve and footing double post unit per detail 5.3ff and sign mounting		\$	\$
27.	6 ea	4" x 4" x 12' pressure treated post, no concrete, direct bury 2'-3'below finish grade and sign mounting		\$	\$
28.	15 ea	Fence mounted sign installation, all sizes per detail 5.3dd		\$	\$
29.	25 ea	32" x 36" x.090 aluminum, replacement panel installation		\$	\$
30.	5 ea	45" x 55" x.090 aluminum, replacement panel installation		\$	\$
31.	369 ea	Any size < 32"x36"x.090 aluminum, replacement panel installation		\$	\$
Section B Total					\$
Section C – Entry Signs – Complete Fabrication & Installation					
32.	2 ea	Park Entry Sign per details 5.3c, 5.3d, 5.3e, 5.3a & 5.3b		\$	\$
33.	15 ea	Facility Entry Sign per details 5.3f, 5.3g, 5.3a & 5.3b		\$	\$
Section C Total					\$

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BID SCHEDULE

Item	Approx. Annual Qty.	Description	Delivery Days A.R.O.	Unit Price	Total Price
Section D – Time & Materials for Miscellaneous Sign Work (work not included in sections above)					
34.	100 hr	Hourly labor rate One Man Crew labor rate		\$	\$ /hr
35.	150 hr	Hourly labor rate Two Man Crew		\$	\$ /hr
36.	100 hr	Hourly rate for Service Vehicle		\$	\$ /hr
Misc. Materials: including but not limited to items not included in Section A or standard details and specifications. Cost Plus % (Not to exceed 10%) to be paid at actual cost plus markup					%
				Section D Total	\$
				BID TOTAL	\$

******The approximate annual quantities listed are for the first term. Quantities may be reduced for any renewal options exercised. Approximate renewal quantities may be provided to the awarded vendor prior to renewal. ******

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

VENDOR INFORMATION

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin February 18, 2023 or upon award.

Unless otherwise noted, quoted prices will remain firm for four (4) additional one (1) year periods.

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

1st Renewal Period _____ 2nd Renewal Period _____ 3rd Renewal Period _____ 4th Renewal Period _____

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

1st Renewal Period _____ 2nd Renewal Period _____ 3rd Renewal Period _____ 4th Renewal Period _____

Certification of Non-Collusion in Bid Preparation _____
Signature Date

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Addendum No. Date	Date	Addendum No.	Date
_____	_____	_____	_____

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

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

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

Federal Tax ID _____

Full Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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

REFERENCES

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

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____



BL116-22, Purchase and Installation of Custom Park Signs on an Annual Contract

**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 Immigration 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 _____, 20__

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).



Bid # & Description BL116-22, Purchase and Installation of Custom Park Signs on an Annual Contract

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their 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 select one of the following:
 - 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. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at GwinnettCounty.com

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 (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the 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. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
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. With the exception of solicitations for the sale of real property, 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 other than 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. The Purchasing Director will review violations. 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. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- 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. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). 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.

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, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** 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. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

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.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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 the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

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

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

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 Enhancements for 2013 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 five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

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 and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

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 Enhancements for 2013, 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 Enhancements for 2013. 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 Enhancements for 2013 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 Enhancements for 2013 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 Enhancements for 2013, 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 Enhancements for 2013 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).

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

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 the negligent acts, errors 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. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com.

XXXIII. PENDING LITIGATION

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

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 seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.