



August 18, 2023
INVITATION TO BID
BL136-23

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for **Commercial Flooring Installation, Replacement and Repairs on an Annual Contract** with (4) additional one-year options to renew for Various Gwinnett County Departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL # and Company Name. Bids will be received until **2:50 P.M. local time on Friday, September 22, 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 the website www.gwinnettcounty.com.

A pre-bid conference is scheduled for 10:00 A.M. on **Thursday, September 7, 2023**, at the Gwinnett County Dogwood Conference Room located at 75 Langley Drive 2nd floor, Lawrenceville, GA 30046. All service providers are urged to attend. Questions regarding bids should be directed to Alexis Holland, Purchasing Agent II, at alexis.holland@gwinnettcounty.com or by calling 770-822-8741, no later than **Tuesday, September 12, 2023**. Bids are legal and binding upon the vendor 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 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 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. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible vendor(s) at its discretion.

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

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

Alexis Holland
Purchasing Agent II

The following pages should be returned in duplicate as your bid: Bid Schedule, Pages 13-17
References, Page 18
Sub-Service Providers, Page 19
Bid Bond, Pages 23-24
Code of Ethics, Page 34
E-Verify, Page 35

GWINNETT COUNTY COMMERCIAL FLOORING INSTALLATION, REPLACEMENT AND REPAIRS ON AN ANNUAL CONTRACT

The Gwinnett County Board of Commissioners is soliciting competitive pricing for Commercial Flooring Installation, Replacement and Repairs at various County Facilities. These services will be on an as needed basis and will be utilized by multiple departments. Services will include, but not limited to removal of existing flooring within occupied spaces, installation of new flooring, and minor flooring repairs. Typical flooring included in these projects are carpet, VCT, LVT, LVP and wood flooring. Primarily, carpet flooring will be tiles. Along with flooring, wall base or cove base, transitions and thresholds are components included in the flooring replacements.

Scope of Work

Gwinnett County will be utilizing this contract to perform commercial flooring replacements in various county facilities. The facilities in which these replacements will occur range from 4,000 sq ft to 508,000 sq ft. Many of these projects are per facility and range from 10,000 to 100,000 sq ft and include Carpet, VCT, LVP or LVT, and small quantities of hardwood and ceramic tile flooring. The awarded service provider should have the capacity to purchase flooring in quantities up to 100,000 square feet in a single transaction. This ability provides assurance that Gwinnett County will obtain flooring for large projects in one die lot.

Service Providers are not required to bid on all flooring types to be considered for award. However, service providers are required to bid carpet removal and installation to be considered.

Gwinnett County reserves the right to award to multiple service providers as a dual award, and or primary/secondary.

The awarded service provider will be responsible for all listed work items and their associated costs. Included in, but not limited to these costs are administration, supervision and overhead; travel; equipment and tools necessary to perform the services, including hand tools, drills, removal tools, furniture moving equipment, cleaning agents, personnel time; and consumable materials such as rags, gloves, and tarps. If equipment rental, such as dumpsters, storage containers, specialty removal tools are necessary, this will be reviewed on a case-by-case basis and subject to prior approval, in writing, by the Gwinnett County Designated Department Representative. All projects will be authorized by issuance of a purchase order. Service provider must supply a formal itemized written quote per project. Quotes will be provided at no cost to Gwinnett County.

I. Flooring Removal and Installation

A. Furniture

Most flooring installation projects for the County will be in occupied spaces thus the removal and re-installation of furniture is essential to this contract. Therefore, furniture removal and re-installation will be included in the flooring removal and installation rates of the Bid Schedule. Before removal of existing flooring, if necessary, the furniture must be removed, and upon completion returned to the original placement. Items within drawers, on top of furniture, or on shelving will be removed by Gwinnett County personnel on an as needed basis. As each department and each project will be conducted to meet the needs of the tenants, specific details will be provided to the

service provider during the scheduling process.

Specifically, furniture or book shelving within Library facilities will not be disassembled. This process usually involves a special process of lifting entire shelving assembly with books in place and moving shelving to allow for carpet removal and replacement. In this case, it is customary for carpet service provider to sub-contract a company (a Stack mover) that specializes in this type of process. This component will be reviewed on a case-by-case basis and subject to prior approval, in writing, by the Gwinnett County Designated Department Representative. This work component will be billed using the material markup rates as stated in the Bid Schedule – Labor and Materials.

A large part of this work will be in occupied spaces and will primarily occur after hours or on weekends. In all cases, work areas must be back to a usable environment for staff by the next scheduled workday.

B. Removal

Many flooring installation projects will require removal of the existing flooring. The pricing will be determined by the type of existing flooring. When multiple types of flooring are present in a single project, each type will be calculated and applied to the Bid Schedule accordingly. The types of flooring are as follows:

1. Carpet. Modular tiles or rolled carpet (pad removal to be included).
2. Luxury Vinyl Tile (LVT)
3. Luxury Vinyl Plank (LVP)
4. Vinyl Composition Tile (VCT)
5. Ceramic or Porcelain Tile.
6. Hardwood Flooring.

Occasionally removal reveals deficiencies in the subflooring that will require additional work. See section I-D, Subfloor Preparation. It is the responsibility of the service provider to notify the Gwinnett County Designated Department Representative immediately upon discovery. In a scenario where a removal tool is required and this tool or equipment is not considered to be a standard hand tool, upon approval, the service provider will be authorized to rent this tool and bill accordingly. Tool or equipment rental will not be applicable for percentage markup and will only be billed for actual expenses.

C. Material Acquisition

Service Provider will be responsible for all material purchases for flooring projects. These purchases will be billable at the mark-up above cost for repair parts stated in the Bid Schedule. For larger projects additional storage space may be necessary. In these circumstances storage containers may be necessary. These will be rented by the service provider and will not be applicable for percentage markup and will only be invoiced for actual expenses.

Upon request the service provider may be required to provide, at the County's expense, 5% product overage.

All invoices submitted for payment must include vendor invoices. Percentage of markup is applied to invoice total per project, not for individual items.

On smaller projects, Gwinnett County may already possess all or some of the materials needed for the flooring replacement. In this case, service provider may be expected to utilize these materials and only be responsible for the installation component of the project.

D. Subfloor Preparation

Subfloor preparation shall be included in the installation rates as stated in the Bid Schedule per flooring type.

Service Provider shall prepare existing floors to receive the specified product for installation. Flooring must be swept, or vacuumed clean prior to patching, leveling. Flooring must be cleaned again prior to final flooring installation.

In rare circumstances, such as cracks in concrete larger than a quarter of an inch, significant subfloor repairs may be necessary. All crack, holes, unevenness, and rough areas will be leveled and smoothed with material that complies with flooring manufacturer's printed installation instructions. Such repairs must be authorized by the Gwinnett County Designated Department Representative and billed using the Hourly rates as stated in the Bid Schedule. Materials will be invoiced and percentage of mark-up applied according to the Bid Schedule.

For grade level concrete subfloor applications, or others that have a history of adherence issues, it may be necessary to perform both calcium chloride and RH (relative humidity) tests. This task can be initiated by the awarded service provider and/or Gwinnett County. These tests will be the responsibility and procured by Gwinnett County. This component will be reviewed on a case-by-case basis and subject to prior approval and in writing by the Gwinnett County Designated Department Representative.

E. Installation

In many instances materials may require an acclimation period, in the environment of installation, prior to being installed. If acclimation is required, it will be the responsibility of the service provider to notify Department Representative when the material is ordered. It will be the responsibility of the County to designate a space to store these materials.

Carpet, LVT, LVP and VCT shall be adhered directly to the existing sub floors in accordance with manufacturer's recommendations in the product installation manual.

Flooring must be installed under open-bottom obstructions and under removeable flanges and furnishings. Prior to installation, service provider must notify the Gwinnett County Designated Department Representative about all other obstructions which may occur.

All carpet tiles must be installed in pattern selected by the Gwinnett County Designated Department Representative.

In some cases, testing for asbestos may be necessary. If this applies, testing will be the responsibility and procured by Gwinnett County. If asbestos is suspected in work area, work will stop immediately, Department Representative must be notified, and proper testing will be authorized to confirm suspicion. If asbestos is confirmed, Gwinnett County will supply direction and be responsible for the removal process. This will be coordinated by the Gwinnett County Designated Department Representative. Once removed, service provider shall be responsible for providing updated scheduling for project completion.

It is common for smaller projects to be without formal design. In these cases, the service provider must coordinate transition locations with the Gwinnett County Designated Department Representative prior to installation.

Note Dye lot numbers on all product and use only single lots in the same room, to ensure color consistency.

Wall surface must be cleaned and in good condition prior to installation of cove base. It is the responsibility of the service provider to check for color consistency, of the cove base prior to application.

F. Scheduling

County facilities keep different hours based on the nature of the services offered. Some work will be performed during normal business hours however, many projects will require after hours and weekend service. Weekend work is essential for this contract as most of these projects must reach certain levels of completion by Monday mornings at 6:00AM. Therefore, service providers will be expected to be on site and performing work Saturdays and Sundays to meet schedules. In this case, service provider will be notified with ample time to plan and make staffing arrangements. It will be the responsibility of the Gwinnett County Designated Department Representative to relay the scheduling requirements for individual jobs. As this is not expected to occur frequently and due to the nature of the facility types that these flooring replacements will occur, Gwinnett County reserves the right to alter scheduling requirements at any time, at its discretion, and will not be liable for lost time nor will additional compensation be due to the service provider.

NOTE: The awarded service provider shall enter this contractual agreement with the understanding that many of the larger projects will require multiple weeks of flooring replacement progress. In some cases, areas with a facility or an entire facility may be blocked off or closed for as much as ten (10) consecutive calendar days. To meet schedule deadlines, per each carpet replacement project, the awarded service provider must be equipped to perform flooring replacement up to three (3) consecutive weekends out of every four (4) weekends, in addition to weekdays or evenings. The Gwinnett County Designated Department Representative will outline each project schedule as they develop.

G. Cleanup

It is the responsibility of the service provider to clean affected areas immediately after completion of work. Remove visible adhesive, seam sealer, and any other visible surface blemishes with products recommended by the manufacturer. Remove protruding yarns from carpet. All debris associated with the project must be removed from jobsite and disposed of by the service provider. Excess materials must be given to the Gwinnett County Designated Department Representative for attic stock. For projects that span multiple days the service provider will be responsible for keeping the job site clean and free of hazards.

H. Subcontractors

All removal and installation work will be performed free of sub-contractor markup. Certain aspects of this contract may require the use of sub-contractors, such as facilities with specialty furniture items such as Library stacks, judicial and some elected officials' spaces. The use of sub-contractors will only be permitted with written permission of the Gwinnett County Designated Department Representative in advance. When sub-contractors are approved and utilized it will be billed using markup rates as stated in the Bid Schedule.

I. Small Projects

Some of the installation will be small spaces. The County will allow a service call fee to be added to these jobs. The service call rate only applies to jobs of less than 500 sq/ft. The service call fee shall be billed at the rates as stated in the Bid Schedule.

J. Reporting

When installation is completed, the service provider shall present a "work order" or other suitable form and obtain the signature from the Gwinnett County Designated Department Representative or a designated secondary contact. The signed document shall be included with invoicing to avoid delays in payment of services. The service provider shall advise the Gwinnett County Designated Department Representative immediately of any difficulties obtaining an authorized signature.

K. Invoicing

The service provider cannot include tax for services provided. However, the service provider can invoice for taxes incurred for purchases of materials.

Invoices for services under the carpet installation program shall be submitted by the service provider directly to the Gwinnett County Department of Financial Services, Treasury Division by email to disbursements@gwinnettcountry.com. Prior to sending invoice to Financial Services, a pre-approval process is mandatory. Service provider will send the Gwinnett County Designated Department Representative a copy of the invoice to assure it is per the pre-determined amount. If the invoice is incorrect, the service provider will be notified to correct and re-send for approval. Once service provider receives approval from the Gwinnett County Designated Department Representative, the invoice can then be sent to Financial Services.

If the Invoice does not include the information provided below, the service will be determined

incomplete and is not applicable for processing for payment. The Invoice shall include, at a minimum, the following information:

- Company Name, Address, phone number
- Unique Invoice Number
- Bid BL Number
- County Purchase Order Number
- A Work Order Number (provided by the County)
- Location of Services – Facility Name/Address
- Personnel Utilized and Hours of Service
- Calculation of Personnel Cost
- Truck Stock Parts & Materials Utilized/Costs/Markup
- Attached invoice of parts and materials from supplier
- Itemized costs per Bid Schedule
- Total Cost of Service
- Description of room or rooms serviced.
- Compensation shall be at the rates agreed upon in the Bid Document

Invoices should be sent to the Gwinnett County Designated County Representatives and Disbursements@gwinnettcountry.com shall be copied.

Service provider should include with their bid:

Service provider should provide a sample invoice with their bid that includes all the minimum components listed in the invoice requirements.

II. Service Call Repair on Time and Materials Basis

A. Basic Scope

The service provider shall provide flooring repair services on as needed basis in response to service calls. These repairs are not frequent, however, the service provider must be available seven (7) days per week to perform necessary repairs and shall respond to service requirements set forth in this document.

B. Service Requests

The service provider shall provide these Time and Materials services in response to specific service requests made by various Gwinnett County departments and the assigned Gwinnett County Designated Department Representative. Departments utilizing this contract will designate a primary contact for requesting repair services. Service requests will be submitted by telephone or email.

C. Response Time

The service provider shall respond to the request within two (2) business days to acknowledge the request and service provider representative must be on site within five (5) business days to respond to the request. At this time, the service provider shall review the work area and provide

an approach to the repairs. Normal business requests should be 7:00 am to 5:00 pm Monday through Friday. The response time is a critical requirement of this contract, and the service provider's failure to consistently adhere to this requirement may be considered non-performance.

D. Basis of Compensation

Compensation to the service provider for service call responses will be based on the hourly labor rates provided in the bid for the contract, the actual cost of parts plus a percentage markup indicated in the same bid (but not to exceed the percentages provided in the bid schedule) and a fixed Service Call Charge when applicable. Hours shall be calculated daily from the time the service provider's personnel arrives at a service-location until the personnel leaves the site. Travel time to and from the location will not be compensated, and travel time away from the service location will not be compensated on an hourly basis. However, one Service Call Charge of a fixed amount may be added to a service call to cover all travel time, including time away from the service site to pick up parts or materials. Parts must be itemized and billed at actual cost plus the pre-determined markup. The service provider also agrees that it will provide documentation of costs for parts and materials upon request of the County. This is accomplished by attaching the itemized invoice. Sub-contractor services when authorized by the County shall be billed at cost plus the same mark-up utilized for parts and materials. Sub-contractor costs must be documented.

As part of this contract, there are items that will not be accepted as billable. Included in these costs are administration, supervision, equipment, and tools necessary to perform the services, including rags, hand cleaners, hand tools, wet dry vacuums, drills, cleaning supplies, etc. In addition, if drill bits, gloves, hole saws, Sawzall blades, dust masks, etc. are purchased for a repair, these are considered consumables or tools and are not subject to billing. Truck stock items are acceptable, however, charge for such items must be in line with customary pricing of vendor, including mark up.

E. Service Call Charges

As noted above, the County will not pay the hourly labor rate for time to travel to and from the service site or away from the service location to pick up parts and/or materials. Instead, compensation may include one Service Call Charge per service call to cover any travel time. This amount will be a flat fee charged in lieu of hourly time. If an additional technician or technicians are required to perform the work, there is still only one Service Call Charge. See I-I, Small Projects.

F. Sub-Contractors

The service provider should be prepared to perform all the services called for under this contract with its own staff and its bid should reflect this approach. The County on occasion, may require the service provider to utilize specialty sub-contractors for projects or other work elements. In such cases, the Support Services Representative should approve such sub-contractors before they are utilized. When sub-contractors are approved and utilized it will be billed using markup rates as stated in the Bid Schedule.

G. Invoicing

Service provider cannot include tax for services provided. However, the service provider can invoice for taxes incurred for purchases of materials. Invoices for services under the Service Call Repair on Time and Materials Basis shall be submitted by the service provider directly to the Gwinnett County Department of Financial Services, Treasury Division by email to disbursements@gwinnettcountry.com. Prior to sending invoice to Financial Services, a pre-approval process is mandatory. Service provider will send the Gwinnett County Designated Department Representative a copy of the invoice to assure it is per the pre-determined amount. If the invoice is incorrect, the service provider will be notified to correct and re-send for approval. Once service provider receives approval from the Gwinnett County Designated Department Representative, the invoice can then be sent to Financial Services.

If the Invoice does not include the information provided below, the service will be determined incomplete and is not applicable for processing for payment. The Invoice shall include, at a minimum, the following information:

- Company Name, Address, phone number
- Unique Invoice Number
- Bid BL Number
- County Purchase Order Number
- A Work Order Number (provided by the County)
- Location of Services – Facility Name/Address
- Personnel Utilized and Hours of Service
- Calculation of Personnel Cost
- Truck Stock Parts & Materials Utilized/Costs/Markup
- Attached invoice of parts and materials from supplier
- Itemized costs per Bid Schedule
- Total Cost of Service
- Description of room or rooms serviced.
- Compensation shall be at the rates agreed upon in the Bid Document

Invoices should be sent to the Gwinnett County Designated County Representatives and Disbursements@gwinnettcountry.com shall be copied.

- Total Cost of Service
- Description of roof or roof component serviced
- Description of Services or repairs performed per site visit and/or per day per employee

The service provider will be required to submit the Service Reports within 24 hours of the completion of the services. The Gwinnett County Designated Department Representative will review the Service Reports and let the service provider know within 5 calendar days if there are questions or concerns regarding the services or costs. Services should be invoiced within 10 business days of actual service, if there is no discrepancy in the Service Reports.

The service provider should invoice the County for its services only after there is confirmation that the information provided is acceptable to the County. No questions or no directions to modify the costs on the Service Report shall be taken as confirmation. If changes are required by the County, the final invoice should reflect those modifications. The service provider shall submit its invoices by email to the designated Gwinnett County Department liaison and copy the Gwinnett

County Department of Financial Services at disbursements@gwinnettcountry.com. Invoices shall include the applicable Purchase Order Number and the Service Report Tracking Number and shall be formatted according to terms and rates in the bid schedule. The labor and materials listed on the invoice and Service Report shall correspond, and the Service Report should be attached to the invoice. It is very important that this referenced information be complete and correct. The service provider's failure to present thorough and correct information may delay the payment process.

Service provider should include with their bid:

1. A sample Service Report that includes, but not limited to, the work performed, hours for each personnel, materials used for the task, Service Call fee if applicable and detailed description of work performed by each employee.
2. A sample Invoice that includes, but not limited to, all the minimum components listed in the invoice requirements.

III. Performance Standards and Quality Assurance

A. Manufacturer's Standards

All installations called for herein, unless otherwise stated in these specifications, shall be in accordance with the standards, methods and procedures established in the original manufacturer's operations, maintenance, and repair manuals.

B. Parts and/or Materials

Parts or materials furnished by the service provider shall conform to the manufacturers and industry's standards. Parts and materials furnished shall be in accordance with instructions from the Gwinnett County Designated County Representative.

C. Warranty

County shall require a one-year warranty for labor. Service provider will be responsible for providing the County with documentation for manufacturer's warranty on all products installed. The service provider shall provide this warranty information with its Service Report whenever applicable. The service provider shall warrant against failure of all materials and workmanship associated with its work for one (1) year after the date of acceptance of such work. The third service call regarding the same exact issue will be at service provider's expense and at no cost to the County. All travel, materials, and labor will be covered at no charge. The service provider shall correct such work promptly, at no cost to the County, after receipt of written notice from the County to do so. Maximum response time for initiation of repairs during the warranty period shall be two (2) business days.

D. Protection, Cleaning and Restoration of Work Sites

The service provider shall keep work sites clean and free of debris. When providing services, the service provider shall maintain a level of cleanliness and neatness needed for proper execution of the work. The service provider shall keep newly installed work clean and protect it from damage. When services are complete, the service provider shall clean the work site, in all areas disturbed by its activities, of rubbish, waste material and litter; remove all tools, equipment and

surplus materials from the site, and remove any temporary protection and facilities installed during its services. Any surfaces and/or finishes that are damaged by the service provider's work shall be patched, repaired, and repainted to match surrounding area. Where such items are inadvertently destroyed or damaged, the service provider shall replace or restore components to match existing.

E. Waste Disposal

The service provider shall dispose of all waste promptly and shall comply with government regulations and legal requirements in doing so. The service provider shall not dispose of volatile wastes such as cleaning compounds, primers, and solvents; in storm or sanitary drains, on pavements. The service provider shall be responsible for proper disposal of all materials and equipment removed during its services. The service provider also shall be responsible for the proper removal and disposal of cleaning agents and contaminants according to the latest EPA regulations. Where special removal is required of hazardous materials or other items, the service provider shall package items in clearly marked and sealed hazardous waste bags, provided by the service provider, and must be removed in a reasonable fashion or within 3 working days.

F. Safety Precautions and Requirements

1. The service provider shall take precautions to prevent fires. The service provider shall store flammable materials in non-combustible containers and store away from fire sources. The service providers shall remove flammable waste regularly from the work site. The service provider shall also carefully supervise any operation that could be a potential fire source.
2. The service provider shall take precautions to prevent accidents due to physical hazards. The service provider shall provide barricades and signs as required to protect the service provider's personnel, County employees and the public from hazards and to inform them thereof. Barricades and warning signs shall comply with OSHA safety regulations.
3. Service provider shall provide and require use of safety equipment, clothing and accessories as required by its work activities and safety regulations.

G. Communications

During the actual work phase of this contract and while on site performing flooring replacement, the awarded service provider will maintain an English-speaking representative. Verbal communication with the Gwinnett County staff and tenants will be key to the success of this contract.

H. Service provider References

The successful service provider must have demonstrated successful performance with services of similar scope, both in occupied commercial office space type and types of flooring replacements. Thus, Bidders are required to submit a minimum of three (3) references of flooring replacement projects. These referenced projects must be within 50 miles from Gwinnett County, GA.

I. Insurance

The service provider shall obtain, maintain, and furnish to the County certificates of insurance covering the duration of the project period. The insurance must include the terms and coverage provided for the Standard Insurance Requirements of these quote documents.

I. Security and Building Access

The successful service provider shall furnish the Gwinnett County Department of Support Services a list of all staff that will be working in the facilities. Prior to the County authorizing any personnel to work inside secure County facilities the County will conduct employment, background, driving and a criminal history check. The service provider must submit documentation for each employee being considered for clearance the following:

1. A copy of the Department of Homeland Security I-9, Employment Eligibility Verification for the person for whom authorization is sought. This form shall be the form submitted by the employee at the start of his or her employment with the firm.
2. Copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form I instructions regarding Employment Eligibility Verification.
3. (If Applicable) A copy of an E-Verify Program form for the person for whom authorization is requested. This form must have the notation "Resolved/Authorized" in the Resolution Section. This requirement applies to employees hired since January 1, 2008.
4. A signed County Consent Form authorizing the County to run a criminal history and driver history check on the person for whom authorization is requested. A copy of the Consent form has been attached. See pages 60R-67R.

If these materials are not provided in full, the service provider will be notified that the subject employee cannot be considered. If the review of information indicates fraudulent documents, criminal history or **any** cases pending in the Gwinnett County Court system, the subject employee also will be rejected. For all employees who provide complete documentation and receive security clearance, the County will provide authorization to work under the contract and will issue County Identification/Access Cards with photographic images. The employees must wear the Identification/Access Cards whenever providing services on County property. The service provider shall insure that Identification/ Access Cards are returned to the County when individuals leave the company's employ, and when the Service provider's services end.

DEFINITIONS:

- After Hours** — After Hours refers to Monday through Friday, 5:00 pm to 7:00 am.
- Holidays** — New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day.
- Normal Hours** — Normal Hours refers to 7:00 am to 5:00 pm.
- Weekends** — Weekends refers to Saturdays and Sundays

BID SCHEDULE

ITEM#	Approx. Annual Qty.	DESCRIPTION	Unit Price	Total Price
SECTION A: DEPARTMENT OF SUPPORT SERVICES				
I. FLOORING INSTALLATION				
1.	75,000 Sq ft	State carpet installation rate (per sq ft)	/sq ft	\$
2.	10,000 Sq ft	State LVP installation rate (per sq ft)	/sq ft	\$
3.	10,000 Sq ft	State LVT installation rate (per sq ft)	/sq ft	\$
4.	15,000 Sq ft	State VCT installation rate (per sq ft)	/sq ft	\$
5.	2,500 Sq ft	Ceramic or Porcelain tile installation rate (per sq ft)	/sq ft	\$
6.	2,500 Sq ft	Hardwood flooring installation rate (per sq ft)	/sq ft	\$
7.	10,000 ft	Cove base installation rate (per lineal ft)	/ft	\$
8.	50 hours	State regular time hourly rate	/hr	\$
9.	20 hours	State holiday hourly rate	/hr	\$
10.	20 each	Service Call Charge (up to 500 sq ft only)	\$	\$
FLOORING INSTALLATION TOTAL			\$	
II. FLOORING REMOVAL				
11.	75,000 Sq ft	State carpet removal rate (per sq ft)	/sq ft	\$
12.	10,000 Sq ft	State LVP removal rate (per sq ft)	/sq ft	\$
13.	10,000 Sq ft	State LVT removal rate (per sq ft)	/sq ft	\$
14.	15,000 Sq ft	State VCT removal rate (per sq ft)	/sq ft	\$
15.	2,500 Sq ft.	State Ceramic or Porcelain tile removal rate (per sq ft)	/sq ft	\$
16.	2,500 Sq ft	State Hardwood flooring removal rate (per sq ft)	/sq ft	\$
FLOORING REMOVAL TOTAL			\$	

COMPANY NAME _____

BID SCHEDULE

SECTION A CONTINUED

DESCRIPTION	Approx. Annual Qty.	Unit Price	Total Price
III. LABOR AND MATERIALS			
State Percentage of mark-up above cost for materials and Sub-Contractor labor (Not to Exceed 25% on items \$0-\$500.00)	\$5,000	%	\$
State Percentage of mark-up above cost for materials and Sub-Contractor labor (Not to Exceed 20% on items \$501.00-\$2,000.00)	\$15,000	%	\$
State Percentage of mark-up above cost for materials and Sub-Contractor labor (Not to Exceed 15% on items \$2,000.00 or more)	\$500,000	%	\$
Equipment Rental (With no markup)	\$20,000	\$20,000	\$20,000
LABOR AND MATERIALS TOTAL			\$
SUPPORT SERVICES - SECTION A. I-III TOTAL			\$

COMPANY NAME _____

BID SCHEDULE

ITEM#	Approx. Annual Qty.	DESCRIPTION	Unit Price	Total Price
SECTION B: DEPARTMENT OF WATER RESOURCES				
I. FLOORING INSTALLATION				
1.	30,000 Sq ft	State carpet installation rate (per sq ft)	/sq ft	\$
2.	0 Sq ft	State LVP installation rate (per sq ft)	\$ /sq ft	
3.	0 Sq ft	State LVT installation rate (per sq ft)	\$ /sq ft	
4.	10,000 Sq ft	State VCT installation rate (per sq ft)	/sq ft	\$
5.	0 Sq ft	Ceramic or Porcelain tile installation rate (per sq ft)	\$ /sq ft	
6.	0 Sq ft	Hardwood flooring installation rate (per sq ft)	\$ /sq ft	
7.	10,000 ft	Cove base installation rate (per lineal ft)	/ft	\$
8.	25 hours	State regular time hourly rate	/hr	\$
9.	20 hours	State holiday hourly rate	/hr	\$
10.	10 each	Service Call Charge (up to 500 sq ft only)	\$	\$
FLOORING INSTALLATION TOTAL			\$	
II. FLOORING REMOVAL				
11.	30,000 Sq ft	State carpet removal rate (per sq ft)	/sq ft	\$
12.	0 Sq ft	State LVP removal rate (per sq ft)	\$ /sq ft	
13.	0 Sq ft	State LVT removal rate (per sq ft)	\$ /sq ft	
14.	10,000 Sq ft	State VCT removal rate (per sq ft)	/sq ft	\$
15.	0 Sq ft	State Ceramic or Porcelain tile removal rate (per sq ft)	\$ /sq ft	
16.	0 Sq ft	State Hardwood flooring removal rate (per sq ft)	\$ /sq ft	
FLOORING REMOVAL TOTAL			\$	

COMPANY NAME _____

BID SCHEDULE

SECTION B CONTINUED

DESCRIPTION	Approx. Annual Qty.	Unit Price	Total Price
III. LABOR AND MATERIALS			
State Percentage of mark-up above cost for materials and Sub-Contractor labor (Not to Exceed 25% on items \$0-\$500.00)	\$5,000	%	\$
State Percentage of mark-up above cost for materials and Sub-Contractor labor (Not to Exceed 20% on items \$501.00-\$2,000.00)	\$15,000	%	\$
State Percentage of mark-up above cost for materials and Sub-Contractor labor (Not to Exceed 15% on items \$2,000.00 or more)	\$200,000	%	\$
Equipment Rental (With no markup)	\$5,000	\$5,000	
LABOR AND MATERIALS TOTAL			\$
WATER RESOURCES - SECTION A. I-III TOTAL			\$
TOTAL SECTION A AND B			\$

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 upon Board of Commissioners approval.

COMPANY NAME _____

BID SCHEDULE CONTINUED

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

Certification Of Non-Collusion in Bid Preparation _____

Signature _____ Date _____

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

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item bid, delivered to the designated point(s) within the time specified in the bid schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to vendors.

Legal Business Name _____

Complete Address _____

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

Representative Signature _____ Printed Name _____

Telephone 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. Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed within the last five years. One (1) of the references should pertain to a carpet replacement project of 100,000 sq ft or more, One (1) of the references for carpet replacement project of 50,000 sq ft or more. One should pertain to a flooring replacement in a facility where a Stack Mover sub-contractor was utilized.

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 _____

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 service provider'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 Service provider 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 Service provider will be primary over any insurance program carried by the County.

13. Service provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subservice provider in any tier, and shall require each and every Subservice provider of any tier to comply with all such requirements. Service provider agrees that if for any reason Subservice provider fails to procure and maintain insurance as required, all such required

Insurance shall be procured and maintained by Service provider at Service provider's expense.

14. No Service provider or Subservice provider 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 Service provider 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 service provider for the County.
16. Special Form Service providers' 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 Service provider 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 service provider or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Service provider and all subservice providers with the foregoing requirements as to carrying insurance shall not relieve the Service provider and all Subservice providers of their liability provisions of the Contract.
19. The Service provider and all Subservice providers 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 Service provider shall at a minimum apply risk management practices accepted by the service providers' industry.

BONDING AND CONTRACT REQUIREMENTS***General Bond Requirements***

1. Bid Bonds - Amount of bond should be 5% of contract amount and submitted with your bid. Gwinnett County form Attached (Attachment A). Failure to use Gwinnett County Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - **(Supplied by successful vendor)** - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
3. Payment, Labor and Materials Bonds - **(Supplied by successful vendor)** - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
4. Bonding company must be authorized to do business by the Georgia Insurance Department.
5. An original/certified copy of the Bonding company's Certificate of Authority or Power of Attorney must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding company must have a minimum AM Best rating of A-5 or higher as stated in Insurance Requirements.
7. Bonding Company must be 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. (Dept. Circular 570; 1992 Revision).
8. After bid opening, vendor has up to forty eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious error made in calculation of Bid. Withdrawal of Bid Bond for this reason must be done in writing within the forty eight (48) hour period. Bid Bond may not be withdrawn otherwise.

Contract Requirements

1. Successful vendor is required to do the following within ten (10) days of notification.
 - A. Return to Purchasing Office contract documents executed by the principal of the company and attested by the secretary or assistant secretary.
 - B. Provide Insurance certificates as specified in the bid documents.
 - C. Provide bonding as required by the bid documents.
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to Gwinnett County, not as a penalty, but as liquidation of damages sustained. At the discretion of the County, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by County forces. The Contract and Contract Bonds shall be executed in duplicate.

Gwinnett County, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Service provider)

(Address of Service provider)

a

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Oblige)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Oblige)

Thereinafter referred to as Oblige: in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for:
WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

_____ (Principal Secretary) (SEAL)	_____ (Principal) By: _____ _____ (Address)
--	---

(Witness as to Principal)

(Address)

ATTEST:	_____ (Surety) By: _____ (Attorney-in-Fact)
---------	--

_____ Resident or Nonresident Agent (SEAL)	_____ (Address)
--	--------------------

(Witness as to Surety)

(Address)

NOTE: If Service provider is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY- means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT- means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT- means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE- means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME- means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER- means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS- means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS- means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUBSERVICE PROVIDER- means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK- means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.
- 1.13 LIAISON- Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

CONTRACT DOCUMENTS

LIST OF DOCUMENTS

2. The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

CONFLICT AND PRECEDENCE

- 2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement

- 3. General Conditions
- 4. Detailed Scope of Work
- 5. Specifications
- 6. Drawings

3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data, and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be

entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNETT COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect,

automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

**Commercial Flooring Installation,
Replacement and Repairs Annual
SERVICE PROVIDER CONTRACT**

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and _____, (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. **TERM:**
This contract is for Commercial Flooring Installation, Replacement and Repairs on an Annual Contract with (4) additional one-year options to renew for Various Gwinnett County Departments.
 2. **ATTACHMENTS:**
This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.
 3. **PERFORMANCE:**
Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.
 4. **PRICE:**
As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.
 5. **INDEMNIFICATION AND HOLD HARMLESS:**
Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.
- Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.
6. **TERMINATION FOR CAUSE:**
The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.
 7. **TERMINATION FOR CONVENIENCE:**
The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.
 8. **CONTRACT NOT TO DISCRIMINATE:**
During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the

foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)



BL136-23 Commercial Flooring Installation, Replacement and Repairs 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 subservice providers:

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 _____, 20__

Title of Authorized Officer or Agent of Service provider

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**



BL136-23 Commercial Flooring Installation, Replacement and Repairs 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 service provider 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 subservice provider(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, service provider will secure from such subservice provider(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subservice provider Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Service provider 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 subservice provider(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
(Service provider Signature)

Date

Title of Authorized Officer or Agent of Service provider

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

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

Notary Public
My Commission Expires: _____

* 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).

BOND # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Service provider)

(Address of Service provider)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subservice providers and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____

Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subservice provider, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal Secretary)
(SEAL)

(Principal)

By: _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

NOTE: If Service provider is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

<u>BONDING AGENT CONTACT INFO</u>	
Print Name	_____
Company Name	_____
E-Mail	_____
Phone	_____

BOND # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Service provider)

(Address of Service provider)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

NOTE: If Service provider is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

**GWINNETT COUNTY GOVERNMENT
Department of Support Services and Gwinnett County
Sheriff's Office
Consent Form**

I, _____ hereby authorize the
(Print Name)

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

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

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

Signature of applicant as usually written

Date

GWINNETT COUNTY GOVERNMENT
Consent Form Supplement

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

Last Name _____ First Name _____

Middle Name _____ Sex _____ Race _____

Social Security Number _____ Date of Birth _____

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

Current Address _____

Current Telephone Number _____

List previous addresses for last five years:

Dates	Street Address	City	State
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Have you ever been convicted of or plead guilty or no contest to a felony or misdemeanor, excluding all offenses for which you were charged as a juvenile?

_____ Yes _____ No

If yes, provide details _____

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

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

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

State _____ License Number _____

Date of Expiration _____ Restrictions _____

Do you hold or have you ever held a license in any state other than the one listed above?

____ Yes ____ No

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

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

If yes, provide details _____



Gwinnett County

Sheriff's Office

2900 University Parkway
Lawrenceville, GA
(770) 619-6500 Fax (770) 822-3115

Keybo Taylor, Sheriff

*Cleophas Atwater
Chief Deputy*

GEORGIA CRIME INFORMATION CENTER AWARENESS STATEMENT

Access to Criminal Justice Information (CJI), as defined in Georgia Crime Information Center (GCIC) Council Rule 140-1-.02 (amended), and dissemination of such information is governed by state and federal laws and the Rules of the GCIC Council. CJI cannot be accessed or disseminated by any personnel except as directed by superiors and as authorized by approved standard operating procedures. These standard operating procedures are based on controlling state and federal laws, relevant federal regulations, and the Rules of the GCIC Council.

O.C.G.A. §35-3-38 establishes criminal penalties for specific offenses involving obtaining, using, or disseminating criminal history record information (CHRI) except as permitted by law. The same statute establishes criminal penalties for disclosing or attempting to disclose techniques or methods employed to ensure the security and privacy of information or data contained in Georgia criminal justice information systems.

The Georgia Computer Systems Protection Act (Act), O.C.G.A. §16-9-90 et. seq., provides for the protection of public and private sector computer systems, including communications links to such computer systems. The Act establishes four criminal offenses, all major felonies, for violations of the Act: Computer Theft, Computer Trespass, Computer Invasion of Privacy, and Computer Forgery. The criminal penalties for each offense carry maximum sentences of fifteen (15) years in prison and/or fines up to \$50,000.00, as well as possible civil ramifications. The Act also establishes Computer Password Disclosure as a criminal offense with penalties of one (1) year in prison and/or a \$5,000.00 fine.

The Georgia Criminal Justice Information System (CJIS) Network is operated by the GCIC in compliance with O.C.G.A. §35-3-31. All databases accessible through CJIS Network terminals are protected by the Computer Systems Protection Act. Similar communications and computer systems operated by municipal/county governments are also protected by the Act.

By my signature below, I acknowledge that I have read and understand this Awareness Statement.

Print Name: _____

Signed: _____ Date: _____

Witnessed: _____ Date: _____



Employment Eligibility Verification
 Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

► **START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.**

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>		Middle Initial	Other Last Names Used <i>(if any)</i>	
Address <i>(Street Number and Name)</i>			Apt. Number	City or Town		State ZIP Code
Date of Birth <i>(mm/dd/yyyy)</i>	U.S. Social Security Number [][] - [][] - [][][][]		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date <i>(mm/dd/yyyy)</i>
-----------------------	----------------------------------

Preparer and/or Translator Certification (check one):
 I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date <i>(mm/dd/yyyy)</i>	
Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>	
Address <i>(Street Number and Name)</i>		City or Town	State ZIP Code

STOP Employer Completes Next Page STOP



Employment Eligibility Verification
 Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
-------------------------------------	-------------------------	-------------------------	------	--------------------------------

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions)

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative		
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name		
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

LISTS OF ACCEPTABLE DOCUMENTS
All documents must be UNEXPIRED

Employees may present one selection from List A
 or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		7. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI				

Examples of many of these documents appear in the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

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

BL0136-23

Buyer Initials: AH

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

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE SERVICE PROVIDER AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE SERVICE PROVIDER AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Service provider Affidavit and Agreement should be included with vendor's 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 Service provider Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each vendor should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. should not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) should be stated. If calendar days are used, include Saturday, Sunday, and holidays in the number.

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was 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 submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). 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 vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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/services 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 solicitation package.

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor 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 vendor's submittal. If no exceptions are stated, it is assumed that the vendor 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, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 without 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subservice providers' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subservice providers shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subservice provider's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subservice provider, 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 vendor or subservice provider is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subservice provider(s) in connection with the covered contract, the vendor will secure from the subservice provider(s) such subservice provider(s)' indication of the employee-number category applicable to the subservice provider, as well as attestation(s) from such subservice provider(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subservice provider Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subservice provider's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subservice provider that is not participating in the federal work authorization program may be subject to 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 SERVICE PROVIDERS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County 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 vendor which may include the vendor'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 an 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. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, 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 vendor, any subservice provider, 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, its commissioners, officers, agents, and employees by any employee of the vendor, any subservice provider, 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 vendor or any subservice provider under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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 subservice providers. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com

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@gwinnettcounty.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 visit the Gwinnett County Treasury Division page 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 proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.