GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

November 4, 2026

INVITATION TO BID
BL136-26

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Purchase and Installation of Guardrail and Fencing on an Annual Contract** with four (4) renewal options for the Department of Transportation.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL136-26# and Company Name. Bids will be received until 2:50 P.M. local time on **November 30, 2026,** 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.

The bid opening will be virtual ONLY. To access the bid opening virtually, visit the following **link or dial 323-676-6170 and enter Conference ID 293082204#**. Apparent bid results will be available the following business day on the website www.GwinnettCounty.com.

Questions regarding bids should be directed to Michael Milstein, Purchasing Associate II, at Michael.Milstein@GwinnettCounty.com or by calling 770-822-7811, no later than **November 19, 2026**. Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

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 supplier submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. 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.

Michael Milstein
Purchasing Associate II

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

Bid Schedule, Pages 8-10
References, Page 11
Contractor Affidavit & Agreement, Page 12
Code of Ethics Affidavit, Page 13

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS PRIOR TO SUBMITTING THEIR BID.

A. QUALIFICATIONS

1. Bids will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle bidder consideration as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required, giving the location, size, and listing equipment available for use on this work. Before accepting any bid, the County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

B. COMMUNICATION WITH GWINNETT COUNTY REPRESENTATIVES

Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award.

C. RIGHTS RESERVED

1. Gwinnett County reserves the right to reject any or all bids, to waive informalities and to re-advertise. It is understood that all bids are made subject to this agreement, that Gwinnett County reserves the right to decide which bid it deems lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.
2. Bidders are advised to examine the Plans and Specifications (for each project throughout the contract period) carefully and to make examinations of the Site of the proposed Work as necessary to familiarize themselves with local conditions which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the Work will be performed. Gwinnett County will not be responsible for Bidder’s errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the Bid may cause the bid to be deemed non-responsive and may be cause for rejection. Gwinnett County reserves the right to waive informalities.
4. Gwinnett County reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to Gwinnett County, Georgia.

D. AWARD OF CONTRACT

The contract, if awarded, will be awarded to the lowest responsive and responsible Bidder.

E. TIME

1. Time is of the essence in this project. The successful bidder will be required to commence Work within ten (10) calendar days from award, or within ten (10) days of each site authorization letter, and must carry on with the utmost diligence in order to complete the Work at the earliest possible date.
2. The initial contract period for this contract shall be **February 16, 2027 through February 15, 2028 or upon award by the Board of Commissioners** with the option to renew for four (4) additional one-year periods.

F. LOCATION AND SITE

1. The Sites of the proposed Work are at the various locations within Gwinnett County, Georgia. Gwinnett County reserves the right to add and/or delete sites at a comparable rate to this contract.
2. When given a listing of sites to complete, the Contractor is advised to visit the site and address any obstructions that may exist on the sites that would delay installation of guardrail. Gwinnett County will mark sites for starting and stopping points.

3. Information obtained from an officer, agent, or employee of Gwinnett County or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the Contract. The Contractor is responsible for inspecting all sites prior to construction. The failure of the Contractor to familiarize himself shall in no way relieve him from any obligation in respect to this contract.
4. The Contractor shall inspect all easements and rights-of-way to ensure that Gwinnett County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Document. The Contractor shall comply with all stipulations contained in easements acquired by the County. The Contractor shall not be entitled to damages for the failure of the County to obtain rights-of-way. The Contractor is responsible for the location of above- and below-ground utilities and structures, which may be affected by the Work.

G. ADDITIONAL WORK

Description: Any additional work performed by the Contractor that is not included under one of the bid unit prices in this contract will be paid for as an "extra" providing the work has been authorized in writing by the Gwinnett County Representative .

Payment: Such "extra" work shall be subject to payment as follows:

I. Labor – Shall be paid at the bid unit prices for extra work, according to each worker's position, and will be paid to the nearest ¼ hour. Unless overtime work is specifically requested and agreed to in writing by the Gwinnett County Representative in advance, all extra labor work shall be paid at the bid regular hour rate. The bid cost shall include all items of labor, including, but not limited to: public liability and workmen compensation insurance, social security, and old age and unemployment insurance.

II. Materials – Any extra materials not covered under a bid unit price elsewhere in the contract shall be paid at the actual cost of the materials, as verified by the Contractor's receipt of purchase, plus markup not to exceed ten percent (10%) for overhead and profit. Materials which are covered under a bid unit cost in the contract will be paid for at those bid prices.

III. Equipment (not normally required) - Charges for power tools and equipment shall not exceed the charges listed in the latest edition of "The Rental Rate Blue Book for Construction Equipment" as distributed by Primedia Information, Inc., (800-669-3282).

IV. The Contractor shall give the Gwinnett County Representative access to all accounts, bills, payrolls, and vouchers relating to any extra work. In addition, no claim for compensation for such extra work will be paid unless a written invoice fully itemized as to labor, materials, equipment, and other allowable costs, is presented to the Gwinnett County Representative within 45 days of the time the extra work was performed.

H. SHOULDER CONSTRUCTION:

1. In general, the Shoulder Construction work described herein shall be performed by the Contractor at locations directed by the Gwinnett County Representative where the existing shoulder grade and width are not adequate for guardrail installation. This work shall include preparation, construction, grading, seeding, and mulching of grass shoulders in conjunction with the guardrail installation. Unless otherwise specified, all work shall be in accordance with the Georgia Department of Transportation Standard Specifications.
2. The required procedures for Shoulder Construction shall be as follows:

I. Prior to installation of the guardrail, the Contractor shall place "Select Material-Class I or II in sufficient quantity to meet the lines and grades specified herein. Contractor will be required to provide this material from off-site and haul it to the job site, with all associated costs included in the bid unit price.

II. The material shall then be thoroughly incorporated into the existing shoulder and slope, to a depth of a least 6", and then mixed until the materials are uniform and homogenous throughout. Any material containing roots, sticks, brush, stones greater than 2" diameter or other material which could interfere with mixing, planting and maintaining will be considered unsuitable; and must be removed by the contractor.

III. Contractor shall use the material to construct a shoulder that is flush with the level of the existing edge of pavement, or top of curb, whichever is applicable. Width of shoulder to be constructed will be as directed by the Gwinnett County Representative, and will vary, depending on field conditions and type of guardrail used, but is expected to be 10 feet wide or less. Material shall be tapered down from the edge of shoulder to existing ground line at a slope no steeper than 2:1.

IV. Contractor shall then roll the constructed shoulders and slope using approved equipment, with an effort to provide stabilization while allowing penetration and growth of the seeding.

V. Following the guardrail installation, the constructed areas shall be hydroseeded, fertilized, and mulched, in accordance with Section 700 of the Georgia Department of Transportation Standard Specifications and maintained by the Contractor until sufficient permanent growth cover is established, including regarding and reseeding, if necessary, at no additional cost to Gwinnett County. In areas subject to high volumes of water runoff, the contractor will, when directed by the Gwinnett County Representative, install silt fence and/or erosion control netting to help establish vegetation. Cost of this material and its installation shall be incidental to shoulder reconstruction, with no additional compensation paid. NOTE: If the timing of the shoulder reconstruction and seeding operation is such that it is not the proper season to plant permanent grass, the Contractor shall plant temporary annual rye grass to obtain stability. The affected area must then be sown with permanent material, as required, as soon as possible during the next growing season at no additional cost to Gwinnett County.

VI. Gwinnett County reserves the right to construct any shoulders in-house as deemed practicable.

I. BIDDER'S NOTICE

Bidders are hereby notified and agree by submission of their bid that should, after award of the Contract, additional items not listed in the Bid become necessary and require unit prices not established by the Bid, that the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid. These additional items will be added to the contract by approval of an executed Change Order form.

J. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

The Work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by Gwinnett County.

K. GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 1993 Edition, and any supplemental specifications modifying them except as noted below and in the special provisions.

L. Annual Contract for Handrail Installation-Price per Linear Foot Only

1. Install ADA-compliant handrail – 2” steel tubing. Post must be concreted in the ground 18” except where a 4-bolt plated bottom is required around concrete or asphalt structures unless directed by a Gwinnett County Representative otherwise. Bolts shall have epoxy.
2. Removing and replacing ADA handrail – Specs are the same as above.

M. Annual contract for Impact Attenuators MASH TL-3 Installation- Price per unit

1. Remove existing attenuator system including: Impact head, energy absorbing cartridges or cells, side panels and framework. Dispose of all removed materials offsite in accordance with local, state, and federal regulations.
2. Prepare subgrade for new attenuator foundation. Concrete pad or foundation should meet all manufacturer specifications. Ensure proper grading, compaction, and drainage.
3. Furnish and install new attenuator system with all components including: Nose assembly, energy absorption modules, side panels and diaphragms, transition connections to guardrail and barrier systems and anchor systems per manufacturer requirements.
4. Conduct post-installation inspection to confirm proper assembly.

N. Traffic Control

1. The Contractor shall furnish, install, maintain, and remove necessary traffic signs, barricades, lights, signals, cones, and other traffic control devices and shall include all flagging and other means for guidance and protection of traffic through the work zone in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
2. The contractor shall notify the Gwinnett County Representative and complete a lane closure request form for each project requiring traffic control.

M. Sub-Contracting

1. The contractor shall be required to perform 100% of the guardrail, fencing, and handrail work. The contractor shall remain fully responsible for the management, quality, safety, schedule, and complete execution of all work required under this contract.
2. The contractor is permitted to subcontract the required temporary traffic control services. The selected subcontractor must be fully certified through the American Traffic Safety Association or the National Safety Council.

O. Underground and Overhead Utilities

1. The selected Contractor shall be solely and completely responsible for the location, verification, and protection of all subsurface and overhead utilities within the project limits. Prior to the commencement of any post-driving, drilling, excavation, or construction activities, the Contractor must notify the state One-Call Notification Center (811) in strict accordance with state law. The Contractor shall maintain valid utility locate tickets on-site throughout the entire duration of the contract.
2. Any disruption, damage, or structural compromise to existing utilities (including, but not limited to, water, sewer, gas, electric, fiber optic, and telecommunications lines) resulting from the Contractor’s operations shall be repaired immediately to the utility owner's standards at no additional expense to Gwinnett County. The Contractor shall indemnify and hold harmless the Agency from any claims, lawsuits, damages, or service delays.

SPECIAL PROVISIONS

Materials/Installation

All materials furnished and/or installed by the Contractor shall be furnished only from Georgia Department of Transportation certified sources or Gwinnett County Department of Transportation and shall be within the limits, tolerances, formulae, etc., as established by the Georgia Department of Transportation.

Materials and installation shall be per Georgia Department of Transportation specifications 643, 894 and detail 903IN. The quantities listed are only approximate. Actual usage will depend upon demand. Installation shall be per Georgia Department of Transportation specifications or by the direction of the engineer.

Inspection

Gwinnett County does not commit to have full-time inspection or testing of the work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the Specifications.

Records

The Contractor is required to maintain and make available to County auditors complete records of the work covered, for the life of the Contract and for three years thereafter.

Terms

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with Gwinnett County to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Annual Contract for Guardrail Installation

The Bidder has carefully examined and fully understands the Contract, Plans, Specifications, Instructions to Bidders, and other Documents hereto attached, and has made a personal examination of the Sites of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposed and agrees that if his bid is accepted, he will contract with Gwinnett County in full conformance with the Contract Document.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specification, Construction of Roads and Bridges, 1993 Edition, and any supplemental specifications modifying them except as noted below and in the special provisions. All traffic control will be supplied by the contractor and will conform to the Manual on Uniform Traffic Control Devices. All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only.

The quantities are approximate and may be increased or decreased as to any and all units necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage, or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the qualities of materials actually furnished and work actually done as determined and approved in writing by the Gwinnett County Representative through an inspection of the work completed.

If discrepancies exist between the unit prices and the totals, the unit prices shall apply, and the totals shall be corrected to agree with the unit prices. It is the intent of this Bid to include all items of construction and all Work required and called for in the Specifications.

Accordingly, the Contractor proposes to furnish and construct the items listed in the attached Bid Schedule for the stated unit prices. The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Document but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

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

BID SCHEDULE

Delivery will be F.O.B. Destination to: Various locations throughout Gwinnett County.

20	APPROX. ANNUAL QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
SECTION A – PURCHASE AND INSTALLATION OF GUARDRAIL				
1.	6,000 LF	"W" Beam Guardrail, Hardware & Post Included	$	$
2.	2,000 LF	"T" Beam Guardrail, Hardware & Post Included	$	$
3.	30 Ea	Guardrail Anchorage Type 1, All Hardware Included	$	$
4.	50 Ea	Guardrail Anchorage Type 12, All Hardware Included	$	$
5.	3 Ea	Guardrail Anchorage Max-Tension Median TL-3 System, all Hardware Included	$	$
6.	5 EA	Guardrail Connection at Bridge End, to include all hardware	$	$
7.	8,000 LF	Removal of Guardrail	$	$
8.	1 EA	Impact Attenuator, MASH TL-3, All Hardware Included	$	$
		SECTION A TOTAL		**$**
SECTION B – PURCHASE AND INSTALLATION OF FENCE				
1.	300 FT	4 Foot Chain Link Fence	$	$
2.	300 FT	6 Foot Chain Link Fence	$	$
3.	300 FT	8 Foot Chain Link Fence	$	$
4.	300 LF	4 Foot Woven Wire Fence	$	$
5.	300 LF	Removal of Fence	$	$
		SECTION B TOTAL		**$**
SECTION C – PURCHASE AND INSTALLATION OF HANDRAIL				
1.	500 FT	ADA Compliant Handrail	$	$
2.	500 FT	Remove and Replace ADA Compliant Handrail	$	$
		SECTION C TOTAL		**$**
SECTION D – ADDITIONAL WORK				
1.	50 HR	Foreman	$	$
2.	50 HR	Laborer	$	$
3.	50 HR	Truck Driver	$	$
4.	50 HR	Operator	$	$
5.	$20000.00	State percentage increase above vendor's cost for materials used not included in bid items above (Not to exceed 10%)	%	$
		Section D Total		**$**
		OVERALL TOTAL (Sections A THROUGH D)		**$**

Company Name_____

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

BID SCHEDULE

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

Addendum No.	Date	Addendum	Date
_____	_____	_____	_____

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 award.**

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

- If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation:

1st Renewal Option_____increase/decrease (circle one)

2nd Renewal Option_____increase/decrease (circle one)

3rd Renewal Option_____increase/decrease (circle one)

4th Renewal Option_____increase/decrease (circle one)

Certification Of Non-Collusion In Bid Preparation _____
Signature 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 quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee 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 _____

Address _____

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

Representative Signature _____ **Printed Name**_____

Telephone Number _____ **E-mail Address**_____

Contact Person (if someone other than the authorized representative listed above) _____

Telephone Number _____ **E-mail Address**_____

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

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

REFERENCES

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

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope to 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 Date _____

   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 _____

GWINNETT COUNTY, GEORGIA LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Company Name _____

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
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CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

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

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

_____ _____
E-Verify * User Identification Number Date Registered

_____
Legal Company Name

_____
Street Address

_____
City/State/Zip Code

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

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

_____
Notary Public
My Commission Expires:
_____

For Gwinnett County Use Only:

Document ID #_____

Issue Date:_____

Initials: _____

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

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CODE OF ETHICS AFFIDAVIT

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

In accordance with Section 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 his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check ☑ **one** box below)

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

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

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

_____ Gwinnett County Elected Official Name

_____ Gwinnett County Elected Official Name

_____ Gwinnett County Elected Official Name

_____ Gwinnett County Elected Official Name

4.

BY: _____
Authorized Officer or Agent Signature

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this

_____ day of _____, 20___

_____
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 www.gwinnettcounty.com

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

Buyer Initials: MM

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
FINANCIAL SERVICES | RISK MANAGEMENT

MINOR CONSTRUCTION INSURANCE REQUIREMENTS (FOR PROJECTS LESS THAN $5,000,000)

Insurance:
Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor's/Vendor's Certificate of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification or non-renewal of any insurance policy listed on Certificate. Upon request, Contractor shall provide the County with certified copies of all required insurance policies.

A. **Minimum Coverage**

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury Liability	$1,000,000
Each Occurrence	$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.
- Primary and Non-Contributory Endorsement to be specified in writing
- Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- 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
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	$1,000,000

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker's Compensation & Employer's Liability Coverage to include:

Workers Compensation	Georgia State Statutory Limits
Employers Liability	
Bodily Injury by Accident – Each Accident	$ 500,000
Bodily Injury by Disease – Policy Limit	$ 500,000
Bodily Injury by Disease – Each Employee	$ 500,000

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (Higher limits may be required depending on the extent of contract):

Contract Sums:

Contracts up to $999,999	
Each Occurrence and Aggregate Limit	$1,000,000
Contracts from $1,000,000 to $1,999,999	
Each Occurrence and Aggregate Limit	$3,000,000
Contracts from $2,000,000 to $4,999,999	
Each Occurrence and Aggregate Limit	$5,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Builder's Risk Insurance or Installation Floater Insurance (with the exception for work where the County secures project Builders Risk)

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company

licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

Property Insurance

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of Contractor's work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Professional Liability (Errors and Omissions): Applies if contract is for professional services such as architects and engineers, geotechnical investigation and reporting, environmental assessment, land surveying, or construction administrative services such as material testing. Professional services also include accountants, lawyers, doctors, computer and software engineers, and any other services the County may designate. The following Professional Errors and Omissions Liability Insurance shall meet or exceed the following minimum requirements:

The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

- Claim/Wrongful Act: $1,000,000 limit of insurance
- General Aggregate: $2,000,000 limit of insurance
- Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."
- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage).

Pollution Liability Insurance: Applies if scope of work requires the handling and/or transportation of hazardous materials including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law then the following Pollution Liability Insurance shall meet or exceed the following minimum requirements:

Per Incident Limit	$1,000,000
Aggregate Limit	$2,000,000

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an "Occurrence" basis or on a "Claims Made" basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.

- Gwinnett County Board of Commissioners shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose.
- The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.

Crane Insurance: Applies if any work to be performed involves the use of any owned, leased, chartered or hired crane of any type:

Occurrence Limit	$5,000,000

- Evidence of coverage in the form of a Certificate of Insurance shall be provided to the County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering, or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care.

Crime or Fidelity Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive date including but not limited to personally identifiable, health, or payment card data or the related hosting of database(s) or internet site(s):

Limit of Insurance	$1,000,000

- The Contractor shall maintain employee dishonesty and computer fraud coverage including, but not limited to, dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor's supervision or control.
- Contractor shall be liable for money, securities, or other property of the County.
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.

Cyber Liability Insurance:

Limit of Insurance per Claim	$1,000,000
Aggregate Limit	$1,000,000

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of, Aircraft Liability insurance with minimum limits of $10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of $2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
- If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
- The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.

B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability, Umbrella Liability, Pollution, Aviation (if applicable) and Crane policies.

C. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.

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

E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-8 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-8 or better.

F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.

H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.

I. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the County.

J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for the County.

M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.

N. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the Contractor or its insurer relating to a County project will be made available to the County upon its request.

O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.

P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.

R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.

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 VERSUS NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY 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 OR 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 CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR 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.

GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS

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 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 only have 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 Contractor 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 Contractor 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 GwinnettCounty.com.

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 then 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 on 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 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 to 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 declared 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 may 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 Division 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 prosper, 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 (10) 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 thirty (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 the 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 the 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 Police and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Police and 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 of 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 subcontractor's compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors 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 subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

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

A vendor's or subcontractor'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 subcontractor 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 in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state, and federal legislation, rules, regulation, and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §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 suppliers, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. The 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, judgement, cost, penalty, liability, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or 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 subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor. Any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor 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 employes or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontracts (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 and Review Committee for action pursuant to the Purchasing Ordinance or to the District

Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Section 54-33. The ordinance is available to view in its entirety at 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 Supplier Login and Registration on the County's website and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

County staff are required to verify receipt of goods and submit proof of delivery of services with invoice before payment is processed. Failure to provide proof of delivery of goods and/or services may result in delayed payment.

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 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 the 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. The Purchasing Division is located on the second floor of the Gwinnett Justice and Administration Center at 75 Langley Drive, Lawrenceville, Georgia, 30046. WE HAVE MOVED BACK TO OUR PERMANENT LOCATION.