



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

gwinnettcounty

December 17, 2009

**REQUEST FOR PROPOSAL
RP001-10**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants to **Provide Professional Services to Improve Transit ITS and Security** for the Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on Monday, January 25, 2010** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 a.m. on Monday, January 11, 2010** at the Gwinnett County Purchasing Office, above address. All consultants are urged to attend. Questions regarding proposals should be directed to Shelley McWhorter, Purchasing Associate III at Shelley.mcwhorter@gwinnettcounty.com or by calling 770-822-8734, no later than Tuesday, January 12, 2010. Proposals are legal and binding upon the bidder when submitted. One unbound original, 4 copies, and one copy of the entire proposal in Adobe PDF format should be submitted.

Successful consultants will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

All companies submitting a proposal will be notified in writing of award.

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

Shelley McWhorter, CPPB
Purchasing Associate III

/smm



1. Purpose

The Gwinnett County Board of Commissioners requests competitive sealed proposals from qualified firms to provide professional services for the Department of Transportation's Transit Division. Gwinnett County seeks to improve operational efficiencies and management, system security, and customer communication through the integrated use of Computer Aided Dispatch and Automated Vehicle Location (CAD/AVL), security/surveillance, and communication technologies. The successful firm will be required to develop technical specifications that incorporate a clear and accurate description of the technical requirements that will lead to the purchase and installation of equipment for its transit ITS and security project. The technical specifications shall not contain features that unduly restrict competition.

The awarded firm of this RFP will be precluded from bidding the Invitation(s) for Bids to solicit the purchase and installation of actual transit ITS and security equipment.

2. Communications

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.

All inquiries pertaining to the proposal specifications, or any questions pertaining to the proposal documents, must be requested at the pre-proposal conference or directed to Shelley McWhorter, Purchasing Associate III at Shelley.McWhorter@gwinnettcountry.com or by calling (770) 822-8734. Any inquiries requiring an addendum will be posted on our website: www.gwinnettcountry.com.

It is the ultimate responsibility of the proposer to ensure that they have all applicable addenda prior to proposal submission. Receipt of addenda should be acknowledged in the proposal on the appropriate form provided in this solicitation.

3. Contract

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

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" and General conditions, as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. Note: If any exceptions are taken by the proposer, this will be taken under consideration during the proposal evaluation process and proposal may be deemed non-responsive if exceptions are not agreeable.

4. Proposal Submission

- A. A proposal shall consist of a transmittal letter, required forms, proposer qualifications, technical proposal, and cost proposal. These required elements are described in Section 15.

- B. All required information must be furnished and should be presented in an organized, comprehensive and easy-to-follow manner. Expensive artwork, paper, visual or other presentation aids are not required. The County encourages proposers to use recycled paper.
- C. Proposals shall be enclosed in a sealed package with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Within the sealed package, the cost proposal must be enclosed in its own sealed, self-addressed envelope (sealed to keep it separate from the other proposal components and self-addressed to facilitate its return to the proposer unopened, if this step is indicated during the proposal selection process).
- D. One (1) unbound original, four (4) bound copies, and one (1) copy of the entire proposal in Adobe PDF format shall be addressed to:

Ms. Shelley McWhorter, Purchasing Associate III
Gwinnett County Purchasing Division
75 Langley Drive
Lawrenceville, Georgia 30046-6935

- E. Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same services, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer shall execute an affidavit of non-collusion (included in Attachment A). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.
- F. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

5. Period That Proposals Remain Valid

Each proposer agrees that proposals will remain firm for a period of one hundred twenty (120) calendar days beginning with the date that proposals are opened.

6. Withdrawal of Proposal Due to Errors

No proposer who is permitted to withdraw a proposal 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 proposal was submitted.

To withdraw a proposal after proposal opening, the proposer has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal.

7. Costs of Preparation

Gwinnett County is not liable for any costs incurred by proposers prior to the signing of the Contract.

8. Scope of Services

8.1 Background

Gwinnett County and its operation and maintenance (O&M) service contractor, Veolia Transportation, Inc., operate 6 express routes (3 of the 6 are GRTA Xpress routes) and 5 local routes with complementary ADA paratransit service. Veolia operates and maintains the transit fleet out of its facility at 2880 Remington Park Court, Norcross,

GA 30071. Per the O&M Contract, Veolia is responsible for all vehicle and related equipment maintenance of the transit fleet. Veolia has installed Sprint Nextel cellular phones on each vehicle and dispatches and communicates using the 'Touch to Talk' feature. Veolia also has installed an event-driven DriveCam unit on each vehicle for risk management.

For October 2009, monthly passenger boardings were approximately 77,600 – express, 128,400 – local, and 1,400 – complementary ADA paratransit.

The Gwinnett County Transit website is <http://www.gctransit.com>

The transit fleet consists of 101 vehicles (91 buses and 10 paratransit vehicles) as follows:

- 9 - 2005 40-ft., CNG, low floor Orion VII express bus (GRTA/GDOT-owned)
- 5 - 2003 45-ft., diesel MCI D4500 express bus (GRTA/GDOT-owned)
- 5 - 2006 45-ft., diesel MCI D4500 express bus (GRTA/GDOT-owned)
- 9 - 2007 45-ft., diesel MCI D4500 express bus
- 35 - 2009 45-ft., diesel MCI D4500 express bus

- 18 - 2002 40-ft., CNG, low floor Orion VII local bus
- 10 - 2002 30-ft., CNG, low floor Orion VII local bus

- 7 - 2009 25-ft., diesel Goshen GCII, Chevrolet 4500 cutaway paratransit vehicle
- 3 - 2009 gasoline Chevrolet Impala sedan paratransit vehicle

The express routes utilize four (4) owned park-ride lots (I-985/GA 20, Discover Mills @ I-85/ North Brown Rd, I-85/Indian Trail Rd, and US78/Hewatt Rd) and two (2) leased park-ride lots (I-85/Skate Park-Discover Mills, US78/Snellville First Baptist).

Effective January 4, 2010, three (3) of the five (5) local routes connect at a leased transit center at Gwinnett Place mall.

8.2 Project Description

Gwinnett County requires consultant assistance to assess and integrate needs, develop technical specifications, and assist with procurement processes, and installation and testing oversight of transit ITS, security/surveillance and communications technologies including, but not expressly limited to, the following equipment and systems:

- Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) System and including, but not limited to, integrated Automatic Vehicle Monitoring (AVM), Mobile Data Terminals (MDT), and Automatic Passenger Counter (APC) systems,
- ADA compliant passenger annunciator system,
- Advanced Traveler Information Systems (ATIS) designed to provide transit customers real-time vehicle location information on a digital map and arrival/departure predictions via message signs at park-ride lots and transit centers and via the world wide web and/or other communication outlets,
- Computer-assisted paratransit scheduling and routing,
- Electronic pre-trip and post-trip vehicle inspection system, and
- Security/surveillance systems including, but not limited to, audio/video systems that aid in passenger and

employee safety for both the vehicle fleet and the park-ride and transit center transfer facilities.

While Veolia may retain its cellular-based dispatch system and DriveCam risk management camera system, there are currently no County-owned transit ITS and security/surveillance assets. Therefore, the awarded Consultant should consider a clean slate in assessing the needs and making recommendations for this technology project.

8.3 Tasks to be Performed

Gwinnett County desires a qualified, highly experienced technical Consultant to perform the following tasks:

- Conduct a detailed evaluation of the project.
- Provide technology recommendations on the project.
- Develop non-restrictive technical specifications for the project for review and approval by the County Project team. The technical specifications must contain a clear and accurate description of the technical requirements for the project and shall not contain language or features that unduly restrict competition. The technical specifications must be suitable for the design/installation of the product by qualified vendors.
- Assist the Project Team in the compilation of a bidders list for the project.
- In conjunction with the Project Team, conduct pre-bid conference(s) including assistance in responding to questions from bidders.
- Assist the County in analyzing the proposal responses (County personnel will conduct the bid opening and prepare bid tabulation).
- Require successful bidder to provide technical and operational manuals for each portion of the system proposed for the project.
- Manage the project flow including the receipt of equipment, installation, testing, and the final approval of the operational system.

9. Proposal Selection Process

The following section describes the process by which proposals will be evaluated and a selection made for a potential award by the Gwinnett County Board of Commissioners. An Evaluation Committee has been established to review and evaluate proposals submitted in response to this RFP and make a recommendation for award to the Board of Commissioners.

The selection process will be based on a combination of both qualitative technical factors and cost. The award selection will be on a “best value” basis to the responsive and responsible proposer whose proposal is most advantageous and of the greatest value to the County. Accordingly, the County may not necessarily make an award to the proposer with the highest technical evaluation criteria ranking nor award to the proposer with the lowest cost proposal, if doing so would not be in the overall best interest of the County.

10.1 Determination of Responsiveness

Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Proposers must include all required elements listed in Section 15, in sufficient detail such that the proposal can be evaluated. Gwinnett County reserves the right to request a proposer provide any missing information and make corrections. Any proposal that the County finds not to be responsive may be withdrawn from further consideration. Only those proposals found to be responsive will be evaluated as described below.

10.2 Evaluation of Proposals

The Evaluation Committee will evaluate all responsive proposals as described below:

Phase 1 - Technical Evaluation. During the first phase of the evaluation, the Evaluation Committee will have access to all proposal materials except the sealed cost proposals. Using the Proposed Evaluation Criteria that follow, the committee will evaluate all responsive technical proposals based on the Phase 1 evaluation criteria, score and rank the proposals.

The selection committee may then short list the highest scoring firms who will be advanced into Phase 2 of the evaluation process. The number of proposers advanced into the second phase will be at the discretion of the Evaluation Committee.

Phase 2 - Cost Evaluation (to be submitted in a separate sealed envelope). During the second phase, the Evaluation Committee will open all proposers' cost proposals advanced into Phase 2 of the evaluation process, perform a cost evaluation of each, and score and rank the cost proposals.

In evaluating the cost proposal schedules and breakdowns, the various cost elements and profit will be reviewed and judgment applied to determine how well the proposed costs are represented. The analysis will evaluate whether the proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the methods or performance and materials described in the proposer's technical proposal. At its discretion, the Evaluation Committee may request a proposer provide any missing information, make corrections, and/or provide clarifications regarding its cost proposal, as may be required to establish that the pricing is responsive and responsible.

Using the Proposed Evaluation Criteria that follow, the Evaluation Committee will then score and rank the cost proposals based on the Phase 2 evaluation criteria. Low price will be rewarded, with the maximum number of points for each criteria awarded to the lowest price proposal, and other cost proposals awarded a lesser number of points proportionate to the ratio of the price proposal to the lowest price proposal.

The Evaluation Committee will tabulate the results of the Phase 2 cost evaluation scoring with the Phase 1 technical evaluation scoring. After this tabulation, a number of the highest ranking proposers will be advanced into Phase 3 of the evaluation process and invited to interviews. The number of proposers advanced into the third phase will be at the discretion of the Evaluation Committee. The Evaluation Committee may choose to award a Contract without conducting any interviews.

Phase 3 - Interview. At the discretion of the Evaluation Committee, interviews will be conducted during the third phase of the evaluation process. The dates and nature of the interview requirements will be communicated to the invited proposers. At a minimum, interviews will require the active participation of the proposed Project Manager.

The Evaluation Committee will tabulate the results of the interviews with the results from the previous phases to determine the final rankings. At the end of Phase 3, the Evaluation Committee will score and forward a recommendation.

Gwinnett County may negotiate any changes desired in the offer if deemed to be in the best interest of Gwinnett County. If a satisfactory Contract cannot be negotiated with the highest ranked proposer, negotiations will be formally terminated. Negotiations may then undertaken with the second ranked proposer and so on.

10.3 Proposal Evaluation Criteria

Proposals will be evaluated based on their relative responsiveness to the criteria listed below and with those criteria's values weighted, as follows:

<i>PHASE 1 - Technical Evaluation</i>	Maximum Points
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1. Qualifications, expertise and past performance on recent projects of similar nature and complexity including the quality of previous reports and other work products; evaluation of client references.	20
2. Qualifications of personnel specifically assigned to project. Proposer should demonstrate expertise in all technology disciplines required to successfully implement an ITS and security transit project.	30
3. Methodology and technical approach including overall understanding of scope, the soundness and adequacy of the approach, and responsiveness to the required information of the request for proposals.	25
4. Proposed work plan and schedule broken down by the appropriate personnel and timetable to complete each task. Consideration will be given to management and project control, ability to commit staff within time requirements and relevant performance record.	10
Phase 1 Total	85
<i>PHASE 2 - Cost Evaluation</i>	Maximum Points
5. Reasonableness of the proposed Fee Schedule.	15
Phase 2 Total	15
<i>PHASE 3 - Interview (Optional)</i>	Maximum 10 Points
6. Results and impressions of presentation and answers to questions.	20
Grand Total	120

10.4 Contract Award

An award by the Gwinnett County Board of Commissioners, if made, will be to the highest ranking responsive and responsible proposer according to the selection process stated above. The County reserves the right to make an award as deemed in its best interest, which may include awarding the whole proposal, only part of the proposal, or none of the proposal, based on the sole discretion of its best interest.

The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer 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 proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.

Following award and execution of the Contract, Gwinnett County will issue a Notice to Proceed to the Contractor, which will specify the date Contractor will assume full responsibility for service components.

Any Contract resulting from this RFP will be financed in part with funds available to the County through grants from the State of Georgia and Federal Transit Administration. The obligations of Gwinnett County are contingent upon receipt of County-requested federal and state funds. In the event that funding from these sources is eliminated or decreased, the County reserves the right to terminate this Contract or modify it accordingly.

11. Required Documents

The successful proposer is required within ten (10) days of Notice of Award to provide the following:

- a. Certificate of Insurance as specified in the proposal document.
- b. Two (2) properly executed contract documents.

12. Proposal Preparation

As consideration for the undersigned's proposal being considered by Gwinnett County in its award of the contract, the undersigned proposer hereby agrees that (1) this proposal shall be on such form(s) as Gwinnett County provides and (2) any revocation or modification of this proposal shall only be on the same form(s) and submitted in the same manner as the original proposal was submitted prior to the date on which the proposals are to be opened. All the revocations and modifications shall be signed and dated.

The proposal must include the following:**A. Transmittal Letter**

Proposals must be accompanied by a transmittal letter, the original signed in ink by the company official(s) authorized to commit company resources. Failure to submit a signed transmittal letter MAY result in automatic rejection of proposal.

At a minimum, the transmittal letter will identify the proposer(s), identify the contact person for the team/proposer, identify the legal organization of the team/proposer (e.g., joint venture, corporation, sole proprietor, etc.), appropriate federal, state, and county legal registration numbers, and the contact person's title, mailing address, telephone number, fax number, and e-mail address.

Consortiums, joint ventures or teams submitting proposals, while permitted, will not be considered responsive unless it is established that contractual responsibility rests solely with one contractor or one legal entity that is not a subsidiary or affiliate with limited resources. The transmittal letter shall indicate the entity responsible for Contract execution on behalf of the consortium, joint venture or team, and shall list the names and telephone numbers of the principals authorized to conduct negotiations.

B. Table of Contents

The Table of Contents shall identify locations of all sections in the proposal.

C. Proposer Information**1. Overview of the Firm or Team**

Include an introduction of the Firm or Team including all sub and prime contractors. For each firm described, discuss primary business experience, the firm(s) overall mission statement, length of time in business, ownership, the location of offices, pertinent telephone numbers and other matters deemed pertinent and introductory in nature.

All proposals must include the identification of all participating firms and their representative DBE participation (refer to Attachment A).

2. Qualifications of the Firm or Team

The firm or team's history and experience relevant to Gwinnett County needs should be discussed, including a description of the firm's direct experience with similar types of projects and efforts. The response to this section should identify similar projects undertaken by the firm or team within the last five years. The firm's or team members' actual role in those listed projects must be documented. The appropriate references, names and telephone numbers must be provided.

3. Qualifications of Assigned Staff

This section shall contain the firm's staffing plan, which shall identify the key staff that will be assigned to the contract, and shall discuss the direct qualifications and experience of each key individual in undertaking work

on similar projects and initiatives. At a minimum, this section should include a short biography and experience of each key employee proposed by the firm or team and summary of relevant experience.

4. Understanding of Requirements

This section should describe the Proposer's understanding of the approach/needs of the project. This section should include a schedule broken down by the appropriate personnel, timetable to complete each task, and an overview of the management approach that will be used to undertake work and ensure quality deliverables.

5. References

Proposers must provide three (3) references on the form provided in Attachment A.

6. Fee Schedule (to be submitted in a separate sealed envelope)

This section should fully describe the respondent's proposed budget for services to be performed under this RFP, including the number of hours required to accomplish each task. The Fee Schedule shall identify by task the hours, the discipline/position, base hourly rate, fully loaded hourly rate (including overhead and profit), and other direct costs (e.g., travel).

D. Other Requirements

Attachment A also includes all Federal Transit Administration (FTA) forms and certifications and additional acknowledgements, agreements, and requirements that are required in a response to this RFP. The required forms must be completed legibly and in their entirety.

Disadvantaged Business Enterprise (DBE) Participation. This work will be financed in part with Federal funding. In order for Gwinnett County to qualify for funding from the FTA, a Disadvantaged Business Enterprise (DBE) involvement of seven percent (7%) has been established as a goal for this project. This may be accomplished through prime or subcontract work. The selected Contractor will be expected to assist the County in meeting its DBE obligation throughout the period of performance under this Contract. The County shall require compliance from the selected Contractor. Questions regarding Gwinnett County's DBE program should be addressed to Mr. Matt Whitley, Gwinnett County Justice and Administration Center, 75 Langley Drive, Lawrenceville, Georgia 30046 or by calling 770-822-7757. **Consultants are NOT to contact Mr. Whitley during the proposal process.**

Each proposer shall disclose its plan for meeting the requirement of the 7% goal when submitting the proposal and identify the DBE firm or firms (in accordance with the forms provided in Attachment A). A Directory identifying all firms eligible to participate as DBEs is maintained by the Georgia Department of Transportation in relation to the Uniform Certification Program (UCP). The Directory is available online at: <http://www.dot.ga.gov/doingbusiness/contractors/pages/default.aspx>, -- Under Contractor Links, click on Contractor Information/Directories to open link, and then click on DBE/WBE Directory to open the directory; or by contacting the Georgia Department of Transportation Equal Opportunity Office at (404) 631-1972.

Attachment A

Required Forms and Certifications

Failure to return with complete information may result in rejection of proposal.

Gwinnett County, Georgia**Addendum Acknowledgement**

This form is for the acknowledgement of addenda and the date the proposer received each addendum.

Addendum Number	Date Received	Name of Person Receiving the Addendum
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

GWINNETT COUNTY, GEORGIA

REFERENCES

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

1. COMPANY NAME _____

BRIEF DESCRIPTION OF PROJECT _____

COMPLETION DATE _____

CONTACT PERSON _____

TELEPHONE _____ FACSIMILE _____

E-MAIL ADDRESS _____

2. COMPANY NAME _____

BRIEF DESCRIPTION OF PROJECT _____

COMPLETION DATE _____

CONTACT PERSON _____

TELEPHONE _____ FACSIMILE _____

E-MAIL ADDRESS _____

3. COMPANY NAME _____

BRIEF DESCRIPTION OF PROJECT _____

COMPLETION DATE _____

CONTACT PERSON _____

TELEPHONE _____ FACSIMILE _____

E-MAIL ADDRESS _____

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

(SIGNATURE)

**GWINNETT COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT
Technical Specifications Development for Transit ITS and Security Project**

NON-COLLUSION AFFIDAVIT

Now here appeared before the undersigned officer duly authorized by the State of Georgia to administer oaths_____

and after being first duly sworn, depose and say that, they are all the officers, agents, persons or employees who have acted for _____ (Company Name) on the Gwinnett County, Technical Specifications Development for Transit ITS and Security Project, and that said has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever, competition in such bidding; or by any means whatever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw bid from said work.

BY:_____

Signature of Affiant

Name – Typed or printed

Title

BY:_____

Signature of Affiant

Name – Typed or printed

Title

Sworn to and subscribed before me this
_____ day of _____, 2010.

Notary Public_____

(Seal)

Note: See OCGA § 36-91-21 (e)

Department of Financial Services
Purchasing Division

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



Solicitation No. _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 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

 Company Name

 BY: Authorized Officer or Agent
 (Contractor Signature)

 Date

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE
 _____ DAY OF _____, 200__

 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).



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**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION**

**CONTRACTOR VERIFICATION PURSUANT TO GWINNETT COUNTY
PURCHASING ORDINANCE Part 6.D**

Part 1. This contract is for the physical performance of services where more than three (3) persons are employed on the County contract. Check one: Yes _____ No _____

If "Yes" is checked, complete Part II. If "No" is checked, skip Part II, sign and date.

Part II. This will affirm that _____ (name of contractor) and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All documents and records of this verification process shall be retained for a period of three (3) years following completion of the contract.

By: Contractor Representative

Date

Printed Name

Printed Title

Signature

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Gwinnett County's overall goal for DBE participation is 7%.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Gwinnett County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County.
- e. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- f. The contractor must promptly notify Gwinnett County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Gwinnett County.
- g. The County will provide affirmative assistance as may be reasonable and necessary to assist the Prime Contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE's
 - Holding bid conferences to emphasize requirements

Gwinnett County, Georgia
Instructions for Completing Schedule of DBE Participation

The proposer must submit the following information regarding the proposed participation of DBE firms in this contract.

- 1) The names and addresses of DBE firms that will participate in the contract. All DBE firms must be certified by Gwinnett County, as indicated above in the RFP.

- 2) A description of the work that each DBE will perform.
- 3) The projected dates each DBE will begin and complete its work under the project schedule proposed.
- 4) The proposed dollar amount for each participating DBE.

Instructions for Completing DBE Unavailability Certification

In completing the Unavailability Certification of DBEs, the proposer/contractor must assure that they have undertaken the following as evidence of making a good faith effort.

- 1) Whether the proposer/contractor scheduled any pre-solicitation or pre-bid meetings to inform potential DBE participants of contracting and subcontracting opportunities;
- 2) Whether the proposer/contractor advertised in a general circulation, trade association, and/or minority focus media concerning the subcontracting opportunities;
- 3) Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in a contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- 4) Whether the proposer/contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- 5) Whether the proposer/contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the project's DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- 6) Whether the proposer/contractor provided interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract;
- 7) Whether the proposer/contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- 8) Whether the contractor/proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the County or proposer/contractor;
- 9) Whether the proposer/contractor effectively used the services of available minority community organizations, minority contractor groups, local, state and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBEs.

For further guidance and additional steps to take concerning the good faith efforts, see 49 CFR 23, Federal Register, Volume 46, Number 80, final rule 4/27/81, as amended by Volume 48, Number 141, final rule, 8/22/83.

Gwinnett County, Georgia DBE Summary Sheet

Name of Bidder/Contractor

Project Name

Total dollar value of all DBE participation \$_____

Total cost of work: \$_____

Total percent of DBE participation _____%

Certification and Commitment by Bidder/Contractor

_____ certifies that the information provided on the DBE program for this project is true and correct and the firm has met or exceeded the assigned DBE goals as indicated above and committed to this level of DBE participation on the project.

Grantee: Gwinnett County, Georgia

Description: Technical Specifications Development for Transit ITS and Security Project

Date: _____

Signature: _____

Title: _____

Company Name: _____

Gwinnett County, Georgia
Schedule of Disadvantaged Business Enterprise (DBE) Participation

_____ (use additional sheets as necessary)
Name of Contractor

Project Name

Name of DBE Contractor	Address	Type of Work Performed and Contract Items or Parts to be Performed or Provided	Dates for Project Work Commenc./Completion	Contract Amount

The undersigned entered into a formal agreement with the above DBE Contractors for work listed in the schedule.

Prime Contractor

Date

Gwinnett County, Georgia
Unavailability Certification of Disadvantaged Business Enterprises

Name of Contractor

Project Name

In order to demonstrate a good faith effort to use Disadvantaged Business Enterprises (DBEs), contractors and suppliers who cannot meet their DBE participation goals must respond to either Item A or Item B, below.

ITEM A

[illegible]

Gwinnett County, Georgia
Unavailability Certification of Disadvantaged Business Enterprises

ITEM B

There exists no opportunity for subcontracting as a part of this project. It is the general practice of _____ to perform all work of
(Name of Bidder)

this nature solely with its own work force and to do otherwise would constitute a violation of industry standards.

Certification

I, _____, _____ of
(Person's Name) (Title)

_____, do hereby certify that
(Name of Firm)

the above information is true and correct, and that I have made a good faith effort as documented in Item A to obtain Disadvantaged Business Enterprise participation in the performance of this contract.

(Signature)

(Date)

**DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS AND
CERTIFICATION**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Gwinnett County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Gwinnett County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Gwinnett County.
6. The lower tier participant further agrees by submitting this proposal that it will include the clause titled “Debarment and Suspension Certification Requirements” and the certificate form without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to remedies available to Gwinnett County, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its “principals” as defined by 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space _____.

_____ (name of company) certifies or affirms the truthfulness and accuracy of each statement of its certification and explanation, if any. in addition, the bidder or offeror understands and agrees that the provisions of 31 u.s.c §§ 3801 et seq. apply to this certification and explanation, if any.

Grantee: Gwinnett County, Georgia

Description: Technical Specifications Development for Transit ITS and Security Project

Date: _____

Signature: _____

Title: _____

Company Name: _____

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Grantee: Gwinnett County, Georgia

Description: Technical Specifications Development for Transit ITS and Security Project

Date: _____

Signature: _____

Title: _____

Company Name: _____

ADDITIONAL ACKNOWLEDGEMENTS, AGREEMENTS AND REQUIREMENTS

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS ACKNOWLEDGEMENT

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CIVIL RIGHTS ACKNOWLEDGEMENT

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin,

sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser (Gwinnett County) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ACCESS TO RECORDS AND REPORTS REQUIREMENTS

The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser, in accordance with 49 U.S.C. 5325(a), enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of

conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

CLEAN AIR AND WATER ACTS COMPLIANCE

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION COMPLIANCE

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6321 et seq.)

DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause—

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11–1308.15.

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State

criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The

notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

The Contractor agrees to conform the project with all applicable National Intelligent Transportation Systems ("ITS") Architecture and Standards as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office and Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue.

The transit ITS technology project to be implemented is included in the locally approved Atlanta Regional ITS Architecture and Strategic Plan Volumes 1 through 5, July 1, 2004 as developed by the Atlanta Regional Commission (the local MPO); and the Gwinnett County ITS Master Plan, October 22, 2007 as developed by the Gwinnett County Department of Transportation. The transit ITS technology project must maintain consistency with aforementioned local and regional ITS plans and the National ITS Architecture. An important element of this is the use of systems engineering for project development and implementation such that to maintain consistency, documentation of the following steps is required: system design, implementation and testing phases and verification of systems and sub-systems and a maintenance plan.

INCORPORATION OF FTA TERMS / FEDERAL CHANGES

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with

other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Procuring Agency requests which would cause the Procuring Agency to be in violation of the FTA terms and conditions.

Contractor shall at all times comply with applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Procuring Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

The Contractor acknowledges and agrees to the preceeding requirements as described on pages A-16 through A-21.

Grantee: Gwinnett County, Georgia

Description: Technical Specifications Development for Transit ITS and Security Project

Date: _____

Signature: _____

Title: _____

Company Name: _____

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

RP001-10

Buyer Initials: SM

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 PROPOSERS, TERMS AND CONDITIONS

I. PREPARATION OF PROPOSALS:

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.

II. DELIVERY:

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

III. EXPLANATION TO PROPOSERS:

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. Although the Purchasing Division will make every effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS:

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

- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- 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 identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS:

No proposer who is permitted to withdraw a proposal 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 proposal was submitted.

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

Proposal 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 proposer.

VII. F.O.B. POINT:

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

VIII. PATENT INDEMNITY:

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

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

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any proposal as required in proposal documents. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of 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 requirements of the solicitation.

X. DISCOUNTS:

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

XI. AWARD:

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer 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 proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, two (2) additional points will be added to the graded average score of any local firm. In the event there are two or more local firms whose scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

XII. DELIVERY FAILURES:

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

XIII. COUNTY FURNISHED PROPERTY:

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS:

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT:

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

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

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

XVI. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT:

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

XVIII. TERMINATION FOR CAUSE:

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

XIX. TERMINATION FOR CONVENIENCE:

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

XX. DISPUTES:

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

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS:

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

XXIII. OCCUPATION TAX CERTIFICATE:

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

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

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees 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 reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

XXVII. TAX LIABILITY:

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION:

State Law requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

By submitting a proposal to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the County at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the County, signed by the contractor, and will become part of the contract.

XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

It is the policy of Gwinnett County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on County-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2), Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

XXX. 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. An application to be listed as an approved hauler may be obtained from the Department of Financial Services, License and Revenue Division, 678-377-4101.

XXXI. GENERAL CONTRACTORS LICENSE:

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

XXXII. INDEMNIFICATION

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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