



October 7, 2020

**INVITATION TO BID
BL108-20**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified Service Providers for **Locating Services on an Annual Contract** with four (4) options to renew for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **October 23, 2020** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Dana Garland, CPPB, Purchasing Associate III at dana.garland@gwinnettcounty.com or by calling 770-822-8723, no later than **3:00 p.m. on October 15, 2020**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Susan Canon, Gwinnett County Justice and Administration Center, 770-822-8165.

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

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

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

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

Dana Garland

Dana Garland, CPPB
Purchasing Associate III

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

- Bid Schedule, Page 9
- References, Pages 10-11
- Respondent Information Profile, Pages 12-13
- Subcontractor List, Page 14
- Contractor Affidavit and Agreement, Page 15
- Code of Ethics Affidavit, Page 16

A. BIDDING REQUIREMENTS

1. Qualifications and Experience of Staff

The service provider will provide a **minimum of 15 qualified employees**, including supervisory personnel, or contractors, for the efficient operation of the services hereunder. The service provider represents that all its employees, agents, subcontractors and suppliers who perform services under this contract shall be qualified and competent to perform such services. Any persons employed by the service provider in connection with such operation will be on the service provider's payroll and will be deemed employees of the service provider for all purposes including taxes and insurance. The service provider's employees and subcontractors will comply with all rules promulgated by the County for the safe and orderly conduct of the activities carried out within the County.

Upon request the service provider will provide detailed information that clearly demonstrates an employee's qualifications and their abilities to fulfill the requirements for this project.

2. Certifications

According to the current State law, field-locating personnel are not required to be certified. However, the service provider will be responsible in adhering to State law and any subsequent changes/amendments thereto during the duration of the contract period, as exercised.

3. Respondent Identification/Profile

Give the full legal name of the service provider, the service provider's principal business office and its satellite offices, if any; and indicate the location(s) from which these services for the Department would be staged. Provide the location of the service provider and the driving distance to the Department of Water Resources – Central Facility. Give information on the service provider's history, business activities, size, employees, officers, affiliates, subsidiaries, ownership and other corporate data. Project teams are acceptable, provided that overall project accountability is with the lead service provider. If an association with other firm(s) is proposed, describe the working relationship, identify specific areas of responsibility of each firm, and identify the lead firm that will have overall project accountability, as well as any specific past experiences with said firm(s) and the working relationship. **NOTE: Bid must be submitted by lead service provider, and subcontractors should be listed on the enclosed "List of Subcontractors" form. Contract shall be executed by the lead service provider who submits the bid.**

4. References

All bidders should submit a minimum of three (3) references of projects similar in size, scope and nature to that of this project. Each reference should include the project name, location, description (size and characteristics), date of completion, contract amount, and contact information. Indicate the extent of the firm's role, whether as lead, subcontractor or partner. All information supplied should be correct, current, and easily verifiable. Failure to provide adequate information may result in bid being deemed non-responsive. References presented should clearly demonstrate the service provider's ability to accomplish DWR's key objectives. Similar projects are projects that required the same level of service, or greater, at the same order of magnitude, or greater, as will be required for this project. The experience must be that of the service provider and not that of a parent or related company or the experience of an individual(s). The service provider should have been in business for a **minimum of five (5) years**. Of particular relevance would be experience of the Firm in providing field locating services for State, County and Municipal governments or Water, Sewer and Fiber Utilities. **If your company submits references and project experience provided by subcontractor(s) listed on your project reference sheets, you should identify them on the Subcontractor List provided in this document, and they must be the subcontractor(s) for this project. Experience will be a determinant in establishing the responsiveness and responsibility of the bidder.**

B. DEFINITIONS

The most current definitions contained in the State's Utility Damage Prevention Laws shall apply to this Agreement and shall govern to the extent the following definitions are inconsistent with the statutory definitions:

1. Agreement: This Contract.
2. Business Day: Any day other than Saturday, Sunday, or any legal federal, state, or local holiday.
3. Excavation: Any operation in which earth, rock, or other material on or below the surface of the ground is moved or otherwise displaced by any means.

4. Excavation Site: The area where an excavator intends to excavate or actually performs excavation.
5. Excavator: Any person who engages directly in Excavation and/or the design of Excavation, and who requests the location of the County's Underground Facilities.
6. Excavator Notification: Notification given to the excavator that underground facilities are present at the excavation Site.
7. Fault (At Fault): When damage occurs due to an inaccurate locate, improper markings by the service provider, failure of the service provider to complete the locate as scheduled or to report un-locatable facilities within the terms of the agreement.
8. Field Investigation: The dispatching and response of the service provider to an excavation site at the request of the appropriate representative.
9. Identified, but Un-locatable: An underground facility, the presence of which is known, but which cannot be field marked with reasonable accuracy.
10. Locatable Underground Facility: An underground facility which can be field marked with reasonable accuracy by using devices capable of identifying and locating the underground facilities within the required range of accuracy, or by use of the maps and records.
11. Locate: The process of detecting underground facilities through the use of conductive methods and marking the surface of the ground to identify the existence and location of underground facilities or underground plant. When the conductive method cannot be used due to the lack of access to the underground facilities, an inductive method may be used providing that reasonable accuracy is achieved. A "Locate" shall consist of locating and marking all required facilities contracted to protect.
12. Marking: The use of paint stripes of a minimum of two-inches in width by twelve-inches in length and flags, or other clearly identifiable materials at distances of every ten feet, and at each divergence from a straight line in accordance with marking standards established in the "GUFPA" and "the Common Ground Alliance". To show the field locations of Underground Facilities with reasonable accuracy, flags or stakes are to be utilized in every instance where marking is required in response to ticket requests, with the exception of facilities residing beneath "hard surface" areas such as asphalt, concrete, brick and like surfaces, in which case paint alone is sufficient for marking purposes.
13. Normal Working Hours: Normal working hours are defined as 7:30am through 5:00pm
14. Georgia Utility Protection Center: The service through which a person can notify utility companies of proposed excavation and request field marking of underground facilities (GA811).
15. County: Gwinnett County Department of Water Resources (GCDWR), Gwinnett County Department of Transportation (GCDOT) and Gwinnett County Department of Information Technology Services (DoITS).
16. Person: Any individual, partnership, franchise holder, association, corporation, state city county or any subdivision or instrumentality of a state and its employees, agents, or legal representatives.
17. Ticket: Locate request received from the one-call locations service or from an excavator, which is given a number.

C. GENERAL DESCRIPTION

This contract is considered to be a **turn-key contract**. It is the service provider's sole responsibility to supply a dedicated work force with all necessary tools and equipment to provide 24-hour, seven days per week, utility locating services for Gwinnett County. For the purpose of safeguarding the County's facilities from excavation damage, it is the service provider's responsibility to receive, record and respond to locate requests from GA811 during business days and receive and respond to **Emergency** requests from the GA811 on non-business days and after office hours.

D. GENERAL NOTES

1. It is the service provider's sole responsibility to adhere to all laws that apply to locating utilities in the State of Georgia.
 TITLE 25. FIRE PROTECTION AND SAFETY
 CHAPTER 9. BLASTING OR EXCAVATING NEAR UTILITY FACILITIES
 O.C.G.A. § 25-9-1 (2015)
2. All locate request assigned to Gwinnett County will be the responsibility of the service provider awarded this contract to locate and maintain in accordance to all utility protection laws. This includes any late fees, damage fees and /or cost incurred and fines imposed by the Public Service Commission.
3. All tickets will be issued through the Georgia Utility Protection Center (GA811). The service provider will be required to be a member of GA811 in order to receive a copy of GWI 90, GWI 91, and GWI 92 locate requests. Gwinnett County will **not** be screening tickets. It will be the successful bidder's responsibility to manage the workload with a positive response software system. However, we request that all locate requests for pipe 24" and above along with 48 count and higher fiber be given priority. Ticket extensions will only be permissible, in limited instances, when "extraordinary circumstances" are present.
4. The service provider will dispatch requests to field locators, verify and accurately mark existing facilities, record locate information using manifests, sketches, and/or photographs. The service provider shall keep and make available to the County this locate information throughout the service authorization and an additional two (2) years after the service authorization has been terminated.
5. The service provider will be required to respond to and investigate any damages to the County's facilities caused by excavation activities. In order to keep damage investigations uniform, a "Hit Kit" should be provided and used by the service provider when documenting a hit utility.
6. The County will be responsible for providing the service provider up-to-date location data of the County's facilities through the Gwinnett County GIS web browser and instructions for usage of the web browser. Map data furnished to the service provider is the property of the County and shows only the approximate location of the County's facilities. The service provider will be required to use their knowledge and ability to accurately mark facilities and report immediately to the County any discrepancies or inaccurate map information.

E. SCOPE OF WORK

The service provider shall furnish all labor, supervision, equipment, tools, materials, transportation and services for; and shall do each and every act necessary to perform and finish the work as herein specified. All work shall be performed in accordance with the requirements of the applicable state, municipal, and County standards. The work shall consist of, but is not limited to the following:

- **Line location and marking of County's water, sewer and fiber assets and any future requirement of the State or Georgia Dig Law.**

The service provider personnel who perform line location for the County shall, at a minimum, meet the National Utility Locating Contractors Association (NULCA) Professional locator Competency Standards.

The County reserves the right to perform any work anticipated under this agreement with its own crews or with other outside firms should the necessity arise in its sole judgment. If the County has a need to supplement work with its own crews or with other outside firms, the locate company covered under this contract will cooperate fully with the County's crews or other outside firms during such transition to ensure a smooth transition.

F. LOCATION OF WORK

All Work is performed within the county's current and future operating areas: **Reference GCDWR, GCDOT, and DoITS Service Territory Map (may be provided upon request).**

G. SPECIFICATIONS OF WORK-SERVICE PROVIDER DUTIES

The service provider shall:

1. The service provider shall provide and maintain a listing to the County of key contact personnel (employee name, phone number, email etc.) that will be able to respond immediately to requests as required, from time to time.
2. The service provider shall provide qualified, competent supervisory personnel, field staff, and office support services as required to meet all workload demand on a year-round basis. The service provider shall supply all materials and software compatible with the communications system used by GA811.
3. The service provider is required to be knowledgeable of and to comply with all local, state, and federal laws, ordinances, and regulations asserting jurisdiction applicable to the work (including, but not limited to, workers compensation, social security, unemployment insurance, safety regulations, drug & alcohol regulations, and DOT operator qualification). The service provider will be responsible for any fines or penalties imposed by these authorities as it may pertain to the work.
4. All locate services will be provided hereunder for a fixed monthly rate during the term of this agreement. This Monthly Rate covers the provision of all locate services for Gwinnett County under the agreement by the service provider, including without limitation to all locate tickets responded to during normal working hours as defined in Section B, DEFINITIONS and all after-hours/weekend and holiday locates performed outside of normal working hours. The Monthly Rate is billable only for each month during the term of this Agreement when the service provider provides locate and marking services.
5. Invoices shall be provided by the service provider on a monthly basis or as otherwise directed by the County. Invoice submittals to the County will include the total charges for the billing period.
6. All invoices shall reflect the accepted bid sheet item. The terms of payment, upon acceptance of work will be net thirty (30) days from date of invoice. Current preference is to receive invoices electronically via e-mail.
7. **Terms: Monthly rate to be billed on the first working day of each month after services have been rendered.** Payment should be made no later than 30 days from date billed. Service provider will be responsible for managing all resources to timely meet its obligations under the agreement.
8. When disputes arise over pay items or units of work, it is the service provider's responsibility to provide adequate and timely information to the County to rectify these disputes. The service provider should first contact the contract administrator in charge of the work to rectify disputes. If a dispute is not resolved at that level the service provider needs to submit their dispute in writing to the next appropriate level of management within 90 days.
9. The service provider shall be required to meet with the County's representatives on a quarterly basis, or more often as requested. The purpose of the meeting will be to review the service provider's work performance over the previous quarter and to review and discuss any current issues. Enhancements or modifications to the current work method may be implemented as needed.
10. The service provider is responsible for positive response notifications to the party requesting the locate as per applicable federal, state, and local laws and regulations. Every effort shall be made to make contact with the requestor or his representative on site at a locate. The results of these attempts and contacts shall be recorded on the locate request or log. This log shall be provided with the confirmation of locates. The service provider will make every effort to notify property owner and/or excavator who has requested a service line locate that care should be taken when digging around the utility lines. Telephonic notification may be made in the absence of an on-site requestor's representative. Information recorded shall include: the approximate location and descriptions of any of County's facilities that may be damaged or pose a safety concern because of excavation or demolition; other information that would assist in locating and avoiding contact with or damage to underground facilities; temporary or permanent markings provided to inform the excavator of the ownership and approximate location of the facilities; notifying the requesting party if underground facilities are not in conflict with the excavation or demolition.
11. The service provider shall paint and flag all locate requests received from the GA811 when applicable and not field clear locate requests unless there are no County facilities in the work area as defined on the locate request. Paint and flags or other obvious markings are to be used on unpaved/un-traveled surfaces. Paint is to be used on pavement and

hard surfaces where flags cannot be placed. Color of all markings shall be in conformance with applicable standards of the APWA ULCC uniform color code. Flags shall contain Owner's logo and one-call number. The service provider will supply all locating equipment. This will include, but not be limited to, paint, flags, and all other marking materials.

12. All "Emergency Request" locate notices shall be responded to by the service provider immediately upon receipt during working hours. For afterhours emergency locates, Gwinnett County requires a minimum of a 2-hour response time.
13. The service provider is responsible for following the conditions agreed upon in all large project agreements staying ahead of the excavator on major, on-going projects such as sewer, highway, and water main jobs that cannot be entirely located and marked at one time. The service provider is also responsible for negotiating and complying with large project agreements agreed to the by the service provider and the excavator involved according to Georgia Dig laws. If necessary, the service provider will need to renegotiate current large project agreements with the current excavator to insure uninterrupted service.
14. The service provider is to promptly notify the County by phone and email, when "high-profile" facilities are determined to be in close proximity to planned excavation activities. Notification also applies to other "Critical" facilities as determined by the County during the term of this Contract.
15. The service provider shall maintain an overall damage ratio of not more than one (1) "At Fault" facility damage for every 1000 field locates performed. At Fault facility damages as used within this specification are defined as damage to County's facilities arising from the service provider's failure to comply with standards set forth in these specifications.
16. The service provider shall provide damage investigation services for each facility damage reported to the service provider or the County. The service provider is required to respond to and investigate any damage incidents that they are notified of by either the county or GA811. The county will act as a witness regarding any facility damage and as such should be advised prior to the start of the investigation services. The investigation services will include the collection of locate information, written reports and photographs taken at the time the locate is provided and at the time the damage is reported. The service provider is responsible for taking measurements, documenting those measurements and documenting the accuracy of the locate. No site locate conditions are to be altered prior to the arrival of County's representative(s) and the commencement of photographs and measurements. These materials shall be supplied to the County within 10 days upon request. Failure to provide the requested information as required will result in the service provider assuming the full responsibility for any and all related damage costs.
17. When damage or liability occurs due to an inaccurate locate, improper markings by the service provider, a failure of the service provider to make the locate as scheduled, or a failure of the service provider to provide the requested investigation within 10 days of the request, the service provider shall assume full responsibility and liability for all costs incurred by the County for repair damages, fines, claims, and/or repairs. These costs will include, but are not limited to, the cost of repair to the facility, the cost to re-establish service to the customers or monetary losses accrued by the County and all fines imposed by the Public Service Commission. Payments that are the responsibility of the service provider must be made within 60 days of billing. Payment by the County to the service provider for locates performed may be withheld pending payment by the service provider to the County for damages.
18. The service provider shall immediately notify the County via telephone whenever a locate request has been made that states "blasting operations" shall be used. A copy of the locate ticket shall be immediately emailed to the appropriate County representative.
19. All locates will be marked at the "center line" of the facility. All offsets, changes in direction, side connections, etc. shall be clearly marked. Reasonable accuracy: within 18" (inches) of the outside edge of the facility is required. All locates shall be guaranteed as to reasonable accuracy.

H. REQUIRED LOCATING EQUIPMENT

The actual locating of utility facilities, called facility locates, shall be performed utilizing instruments that are capable of locating underground facilities either "inductively" or by use of the "conductive" method, as site conditions warrant. A direct contact locate (conductive method) shall always be the preferred method and utilized whenever possible; however, the County realizes there are circumstances that prevent direct connections to the facility being located. The County reserves the right to approve the instruments used by the service provider. Any instrument used must have the capabilities at least equal to those of Metrotech 9800 Series, Radiodetection 400 Series or Fisher TW6 spill box locators or equivalent.

The equipment used should be capable of multiple frequencies.

All equipment must be maintained and kept in serviceable condition and repairs made by reputable personnel. Each field locator shall be supplied with equipment that is capable of performing either "inductive" or "conductive" types of locates.

I. ADMINISTRATION

The service provider shall provide such office services and supplies as may be required for proper administration of the service performed. Normal service hours and working days for the service provider's office shall be common with those of the County. Administrative responsibilities on the part of the service provider shall include, but not be limited to: receiving, processing, recording, dispatching, closing out and invoicing of locate requests.

The service provider will be responsible for providing a link and/or login allowing access to software for the County, in order to keep abreast, monitor work and ensure county facilities are located. This is to include training and the ability to generate reports.

The County must have a means of monitoring the daily activity of the service provider. We require the service provider to provide a person to the County that will have immediate contact with locators in the field and/or will have immediate knowledge of field activity at any time. If we have a status request come in to our office we must have a one-person-contact at all times. In the past we have had screeners and/or dispatchers located at our facility employed by the service provider. This allowed us immediate contact with locators in the field, status of work, access to locate data and (when needed) someone who was in constant communication with field personnel. The County will require this person at our location.

The County will provide space to the service provider at GCDWR to place a scheduler and/or dispatcher/manager for the duration of the contract. This person will also help the County's representative with software questions and the generation of required reports.

J. EQUIPMENT, SERVICES OR MATERIALS TO BE FURNISHED BY THE COUNTY

The County shall provide the service provider with access to the utility mapping data and records through a GIS web browser for performance of the work. Duplicating, maintaining, and updating of all map sets necessary for performance of the work shall be the sole responsibility of the service provider. The service provider shall maintain and update maps with information furnished by the County including updated maps and copies of completion sketches of unmapped new or replaced facilities, as they become available. The service provider shall be responsible for making copies of the facility updates for circulation to the service provider's field personnel as appropriate. The service provider shall supply map correction information to the county as the service provider becomes aware of more accurate facility locations. The service provider understands that maps furnished by the county shall be the approximate general location of county's facilities and that no accuracy is implied or warranted. The service provider must use his equipment and knowledge to physically locate all facilities on the grounds at the locate site. During regular business hours, the service provider may request access to County's maps and records, which are available online through Gwinnett County's website. All maps and records, including but not limited to duplicated and updated maps, service line printouts, microfiche or electronic data shall be the property of County, shall be kept in a confidential manner, and shall be returned to the County upon the termination of this contract. Upon the County's approval, the service provider may sell copies of maps to locating successor. Otherwise, said copies must be destroyed. If the County initiates an improvement processes or technology enhancements to the facility mapping system, the County and the service provider will negotiate terms to jointly adopt these improvement processes and procure technological improvements.

K. QUANTITY OF WORK

The ticket volume for 2019 was a combined total of approximately 275,000 requests from Gwinnett's 3 member codes (GWI90-water, and GWI91- sewer, and GWI92-fiber). We receive a separate ticket for water, sewer and fiber even if they are the same location, in order to respond to all member codes as required by GA811. A summary of the 2019 and 2020 (year to date) member code breakdown is below. An up to date list of Large Project will be provided to the awarded vendor.

2019 SUMMARY

MemberCode	ServiceAreaCode	LocateType	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
GWI	GW190	Emergency	777	612	656	610	637	593	664	730	705	714	611	605	7914
GWI	GW190	Insufficient	70	70	93	116	115	83	110	79	76	81	56	64	1013
GWI	GW190	Normal	9392	7522	9365	10329	10633	9845	10660	9379	10652	10373	7110	7114	112374
GWI	GW190	Damage	145	98	183	182	226	163	213	173	211	187	92	101	1974
GWI	GW190	Design	15	15	9	6	6	11	8	19	15	24	12	11	151
GWI	GW190	LargeProject	85	39	52	48	50	30	38	40	25	43	30	16	496
GWI	GW190	TOTAL	10484	8356	10358	11291	11667	10725	11693	10420	11684	11422	7911	7911	123922
GWI	GW191	Emergency	776	611	656	610	637	593	663	730	705	713	610	605	7909
GWI	GW191	Insufficient	70	70	93	114	115	83	110	78	76	81	56	64	1010
GWI	GW191	Normal	9388	7520	9358	10328	10624	9836	10652	9374	10647	10369	7107	7114	112317
GWI	GW191	Damage	145	98	183	182	225	163	212	173	211	187	92	101	1972
GWI	GW191	Design	15	15	9	6	6	11	8	19	15	24	12	11	151
GWI	GW191	LargeProject	85	37	52	48	49	30	38	39	25	43	29	16	491
GWI	GW191	TOTAL	10479	8351	10351	11288	11656	10716	11683	10413	11679	11417	7906	7911	123850
GWI	GW192	Emergency	126	122	128	118	120	112	121	140	136	127	91	109	1450
GWI	GW192	Insufficient	12	15	21	16	24	9	15	16	19	12	13	13	185
GWI	GW192	Normal	1940	1640	1939	1828	1995	1854	2082	2094	2149	2157	1543	1485	22706
GWI	GW192	Damage	26	38	41	46	55	44	69	57	72	68	28	25	569
GWI	GW192	Design	7	9	6	5	4	10	5	10	3	17	5	7	88
GWI	GW192	LargeProject	59	28	32	36	35	18	25	27	15	30	20	13	338
GWI	GW192	TOTAL	2170	1852	2167	2049	2233	2047	2317	2344	2394	2411	1700	1652	25336

2020 SUMMARY

MemberCode	ServiceAreaCode	LocateType	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	YTD
GWI	GW190	Emergency	769	570	582	606	548	629	713	657	5074
GWI	GW190	Insufficient	70	51	80	89	92	95	80	80	637
GWI	GW190	Normal	8541	8393	9629	10140	9996	10932	10502	10154	78287
GWI	GW190	Damage	104	84	108	138	145	148	130	137	994
GWI	GW190	Design	18	32	16	10	12	23	17	24	152
GWI	GW190	LargeProject	40	26	23	41	27	22	28	27	234
GWI	GW190	TOTAL	9542	9156	10438	11024	10820	11849	11470	11079	85378
GWI	GW191	Emergency	768	570	582	606	548	629	713	657	5073
GWI	GW191	Insufficient	68	51	80	89	92	95	80	80	635
GWI	GW191	Normal	8539	8389	9624	10137	9992	10925	10496	10148	78250
GWI	GW191	Damage	104	84	108	138	145	148	130	137	994
GWI	GW191	Design	18	32	16	10	12	23	17	24	152
GWI	GW191	LargeProject	40	26	23	41	27	22	28	27	234
GWI	GW191	TOTAL	9537	9152	10433	11021	10816	11842	11464	11073	85338
GWI	GW192	Emergency	158	105	99	95	88	95	107	95	842
GWI	GW192	Insufficient	16	16	25	13	18	13	9	10	120
GWI	GW192	Normal	1888	1766	2011	1867	1782	1830	1804	1828	14776
GWI	GW192	Damage	34	21	43	51	40	46	25	30	290
GWI	GW192	Design	10	16	8	5	4	14	7	16	80
GWI	GW192	LargeProject	28	17	16	29	20	17	20	17	164
GWI	GW192	TOTAL	2134	1941	2202	2060	1952	2015	1972	1996	16272

L. MEASUREMENT AND PAYMENT

Payments will be made at monthly intervals by taking the total bid amount and dividing it by 12(the number of months in contract) once all of the service providers responsibilities have been met.

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

BID SCHEDULE

All locate services will be provided hereunder for a fixed **all-inclusive Monthly Rate** during the term of this contract. This Monthly Rate covers the provision of all locate services for GCDWR under the contract by service provider, including without limitation all locate tickets responded to during normal working hours as defined in **DEFINITIONS** and all after-hours/weekend and holiday locates performed outside of normal working hours. The Monthly Rate is billable only for each month during the term of this contract when the service provider provides locate and marking services.

Description	Quantity	Unit Price (per month)	Total Cost
All-inclusive Monthly Flat Fee Rate to provide locate services	12 Months	\$	\$

Gwinnett County requires pricing to remain firm for the initial term of the contract. Failure to hold firm pricing for the initial term of the contract may be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin February 14, 2021 or upon award.

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

Renewal Option 1 (year two of contract period):	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2 (year three of contract period):	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3 (year four of contract period):	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4 (year five of contract period):	_____ % Increase	_____ % Decrease	Explanation _____

CERTIFICATION OF NON-COLLUSION IN BID PREPARATION _____
 (AUTHORIZED SIGNATURE) (DATE)

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

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

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

Legal Business Name _____

Federal Tax ID _____

Complete Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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

REFERENCES

All bidders should submit a minimum of three (3) references of projects similar in size, scope and nature to that of this project. Each reference should include the project name, location, description (size and characteristics), date of completion, contract amount, and contact information. Indicate the extent of the firm’s role, whether as lead, sub-contractor or partner. All information supplied should be correct, current, and easily verifiable. Failure to provide adequate information may result in bid being deemed non-responsive. References presented should clearly demonstrate the service provider’s ability to accomplish DWR’s key objectives. Similar projects are projects that required the same level of service, or greater, at the same order of magnitude, or greater, as will be required for this project. The experience must be that of the service provider and not that of a parent or related company or the experience of an individual(s). The service provider should have been in business for a **minimum of five (5) years**. Of particular relevance would be experience of the Firm in providing field locating services for State, County and Municipal governments or Water, Sewer and Fiber Utilities. **If your company submits references and project experience provided by subcontractor(s) listed on your project reference sheets, you should identify them on the Subcontractor List provided in this document, and they must be the subcontractor(s) for this project. Experience will be a determinant in establishing the responsiveness and responsibility of the bidder.**

1. COMPANY NAME _____

NAME AND LOCATION OF PROJECT _____

DESCRIPTION OF PROJECT _____

COMPLETION DATE _____ CONTRACT AMOUNT _____

CONTACT PERSON(S) _____

PHONE NUMBER(S) _____

PHYSICAL STREET ADDRESS _____

E-MAIL _____

INDICATE ROLE AS LEAD, SUB OR PARTNER _____

2. COMPANY NAME _____

NAME AND LOCATION OF PROJECT _____

DESCRIPTION OF PROJECT _____

COMPLETION DATE _____ CONTRACT AMOUNT _____

CONTACT PERSON(S) _____

PHONE NUMBER(S) _____

PHYSICAL STREET ADDRESS _____

E-MAIL _____

INDICATE ROLE AS LEAD, SUB OR PARTNER _____

COMPANY NAME _____

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

REFERENCES (Continued)

3. COMPANY NAME _____
NAME AND LOCATION OF PROJECT _____
DESCRIPTION OF PROJECT _____
COMPLETION DATE _____ CONTRACT AMOUNT _____
CONTACT PERSON(S) _____
PHONE NUMBER(S) _____
PHYSICAL STREET ADDRESS _____
E-MAIL _____
INDICATE ROLE AS LEAD, SUB OR PARTNER _____

4. COMPANY NAME _____
NAME AND LOCATION OF PROJECT _____
DESCRIPTION OF PROJECT _____
COMPLETION DATE _____ CONTRACT AMOUNT _____
CONTACT PERSON(S) _____
PHONE NUMBER(S) _____
PHYSICAL STREET ADDRESS _____
E-MAIL _____
INDICATE ROLE AS LEAD, SUB OR PARTNER _____

COMPANY NAME _____

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

RESPONDENT INFORMATION/PROFILE

FULL LEGAL BUSINESS NAME: _____

PRINCIPAL BUSINESS OFFICE LOCATION: _____
Street address

City	State	Zip
------	-------	-----

LIST SATELLITE OFFICES, IF ANY: _____

INDICATE LOCATION(S) FROM WHICH SERVICES FOR THIS PROJECT WILL BE STAGED: _____

LOCATION OF PROJECT OFFICE: _____

LOCATION OF PROPOSED PROJECT MANAGER: _____

PROJECT MANAGER'S TOTAL # YEARS OF SIMILAR EXPERIENCE: _____

SPECIFY PROJECT MANAGER'S PRIMARY ROLE ON SIMILAR PROJECTS:

BRIEF HISTORY OF FIRM:

DESCRIBE BUSINESS ACTIVITIES:

ANNUAL SALES VOLUME: _____

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

RESPONDENT INFORMATION/PROFILE (Continued)

NUMBER OF EMPLOYEES: _____

LIST OFFICERS (NAME AND TITLE):

Name	Title
------	-------

Name	Title
------	-------

Name	Title
------	-------

Name	Title
------	-------

AFFILIATES, IF ANY: _____

SUBSIDIARIES, IF ANY: _____

OWNERSHIP: _____

OTHER CORPORATE DATA AS DEEMED PERTINENT: Project teams are acceptable, provided a single firm or entity is designated as the lead service provider with overall project accountability. If an association with other firms or entities is proposed, describe the working relationship, identify specific areas of responsibility of each firm, and identify the lead firm that will have overall project accountability, as well as any specific past experiences with said firm(s) and the working relationship.

NOTE: Bid must be submitted by lead service provider, and subcontractors should be listed on the enclosed "List of Subcontractors" form. Contract shall be executed by the lead service provider who submits the bid.

If your company submits references and project experience provided by subcontractor(s) listed on your project reference sheets, you should identify them on the Subcontractor List provided in this document, and they must be the subcontractor(s) for this project.

COMPANY NAME _____

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

LIST OF SUBCONTRACTORS

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

NAME AND ADDRESS	TYPE OF WORK/TASK

COMPANY NAME: _____



BL108-20, Locating Services on an Annual Contract

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____

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



BL108-20, Locating Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

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

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check one box below)

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

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

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

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4. _____ Sworn to and subscribed before me this

BY: _____ day of _____, 20____

Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

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

1 DEFINITIONS

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

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

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

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

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

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

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this

Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

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

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

11 COVENANT AGAINST CONTINGENT FEES

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

12 INSURANCE

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

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

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

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

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

13 PROHIBITED INTERESTS

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

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

14 SUBCONTRACTING

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

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

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

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

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall

make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

*****ATTENTION*****

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

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

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

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

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

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from

monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

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

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

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are

essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A.

36-91-2(10) where any persons are employed on the County contract.

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

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

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 therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXIII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall

execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

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

XXXIV. PENDING LITIGATION:

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

XXXV. ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.