



September 26, 2022

**INVITATION TO BID
BL114-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Septic Tank and Lift Station Pumping, Maintenance, Installation, and Repair Services on an Annual Contract with Four (4) Options to Renew** for various Gwinnett County departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on October 13, 2022**, 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 Casey Beauston, Purchasing Associate II, at casey.beauston@gwinnettcounty.com or by calling 770-822-7995, no later than **3:00 P.M. October 6, 2022**. Bids are legal and binding upon the bidder when submitted.

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

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

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

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

A handwritten signature in black ink, appearing to read "CB", written over a faint, larger outline of the same signature.

Casey Beauston
Purchasing Associate II

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

- Company Information, Page 6**
- Bid Schedule, Pages 11-13**
- References, Page 14**
- Contractor Affidavit and Agreement, Page 15**
- Code of Ethics Affidavit, Page 16**
- List of Subcontractors, Page 17**

PROVISION OF SEPTIC TANK AND LIFT STATION PUMPING, MAINTENANCE, INSTALLATION, AND REPAIR SERVICES

I. SCOPE OF SERVICES

The Scope of Services includes pumping, cleaning, inspection, maintenance, repair, and/or installation of septic tank or lift station systems, components, and fixtures as required by the County's service requests. Contractor shall provide all labor, equipment, and materials necessary to satisfactorily complete the project. This is an on-demand contract. Annual quantities on bid schedule are estimates only. Quantities will vary depending upon need. Work may be performed at any Gwinnett County facility. Addresses and location maps can be viewed at our website, www.gwinnettcountry.com.

Types of services shall include but not be limited to:

1. Pumping of grease traps, septic tanks, and lift stations
2. Lift station and septic system repairs (to include, but not limited to: motors, power, plumbing, etc.)
3. Septic tank installation (see bid tab for size)
4. Drain field line installation and repairs
5. High-pressure jetting of septic tanks and lift stations piping
6. Lift station preventative maintenance (PM) pumps commercial system
7. Degreaser treatment and cleaning of pumps and floats at lift stations, to remove all grease and debris (see bid tab)

II. QUALIFICATIONS

The qualifications and experience of the contractor are critical to the County. The selected contractor must have experience providing on demand services of a similar size and scope. Because of the nature and demands of the services required by the County, it is necessary that the selected contractor have a certain amount and size of septic pump trucks. We have established a benchmark that a responsible firm have a minimum of one (1) 4000-gallon pump truck and seven (7) 3000-gallon pump trucks in their local office. The selected contractor must be qualified to permit septic systems. The selected contractor must be certified by the Georgia Department of Public Health. The selected contractor must comply with all applicable laws and procedures pertaining to septic tank pumping and repairs. The County reserves the right to request additional information or make further investigations to determine the ability of the bidder to perform. All licenses must be active/current at the time of award and must be maintained throughout the contract period. No pending licenses will be considered.

III. SPECIFICATIONS

A. Hours of Service

Regular hourly rates apply for services performed from 7:00 a.m. to 5:00 p.m., Monday through Friday. Overtime hourly rates apply for services performed after-hours, weekends, and holidays. Recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Hourly labor rates shall begin when the personnel reach the service site and shall end when leaving the service site. The contractor shall keep a variety of tools and materials on hand at all times, to avoid unnecessary trips to and from the service site.

B. Emergency Service Request Procedures

The contractor must respond to emergency calls on a 24/7 year-round basis. The contractor is required to respond to the initial call within one (1) hour. Repairs should begin within two (2) hours from the time of the initial service request.

C. Non-Emergency Service Request Procedures

Some departments may request estimates for services. These estimates should include labor, parts, and equipment costs and time frame for work. Final work schedule will be coordinated with county representative.

Some departments may request the contractor reply to the County representative with an estimate and work plan within one (1) business day of the receipt of the request; or if the value exceeds \$3,000, a written estimate in the required format (per Attachment A) should be provided within three (3) business days. Contractor shall provide estimates at no cost.

D. Limitation of Utilization of Personnel

The contractor will typically be expected to use two (2) technicians for a routine service call. If the contractor anticipates using more than two (2) technicians for the service, the contractor shall obtain prior approval from the County representative before committing to the use of additional staff. Staff utilization on larger scale services with written authorization from the County shall reflect the staffing levels in the Contractor's approved proposal.

E. Personnel Assigned to the Work

There shall be at least one person, in a position of responsibility, representing the contractor on site at all times that is capable of translating from English to languages used by the work force. Personnel must have a professional and neat appearance.

F. Equipment

The contractor shall be capable of supplying all equipment normally needed to perform the requested service. The County will reimburse equipment rentals at cost only, no markup allowed. All equipment rentals require pre-approval by authorized County staff. The use of an excavator or backhoe (owned or rented) must be approved prior to use on a service site.

G. Lift Station Preventative Maintenances

Clean stations: vacuum/jet wet wells of grit and solids deposition, floatables, fats, oil, and grease.

H. Materials and Parts.

Materials and parts supplied shall be new, of a quality conforming to current engineering and manufacturing standards, free of defects, and suitable for the intended use. The County reserves the right to provide materials, parts, and supplies for any authorized work item. Any material purchased by the contractor and not used shall be returned to the appropriate county representative. Materials required will be listed on the invoice when submitted and charged at the stated percentage of mark-up over contractor's cost. The contractor agrees to provide documentation of costs for parts and materials upon request.

I. Trip Charge

Only one trip charge for repairs and pumping may be applied per service request to cover time in transit, time to pick up materials, or other trip-related items. Inspections and Preventative Maintenances must be included in the line item and not charged an additional truck or trip charge.

J. Work Sites

Contractor shall adequately protect County property and take necessary precautions during the work process to protect all persons and/or property from damage or loss. Contractor shall adhere to industry standard safety rules, regulations, and requirements. Upon request, Contractor shall supply the County with their formal safety guidelines and procedures. Contractor shall keep work sites clean and free of debris, inspect the site daily, and will not leave the site without correcting any conditions caused by this work which would be hazardous to the public. Contractor will provide barricades, warning tape, and other means to protect the public from hazardous conditions while work is in progress.

Contractor shall take precautions to prevent fires and facilitate fire-fighting operations. Contractor shall store flammable materials in non-combustible containers and store away from fire sources and shall remove flammable waste regularly from the work site. Contractor also shall carefully supervise operation of potential fire sources such as cutting and welding.

Damage to public and/or private property shall be the sole responsibility of the contractor and shall be repaired and/or replaced at no additional cost and to the satisfaction of Gwinnett County.

K. Waste Disposal

Contractor shall dispose of all waste promptly in compliance with all federal, state, and local regulations.

L. Septic Pumping

Septic tank should be pumped completely with no more than two (2) inches remaining in the bottom of the tank. Verification shall be given by an authorized County representative. If no County representative is on site, a picture shall be provided for verification.

M. Septic Risers

When adding risers to septic tanks, a manhole cover shall be provided. No plastic covers will be allowed.

IV. QUALITY ASSURANCE

A. Applicable Industry Standards

All repairs and installations shall be completed in accordance with the applicable State and Local sewage systems laws. When necessary, by codes or required by County personnel, contractor shall have work permitted and inspected by the appropriate code inspection and/or enforcing agencies.

B. Warranties

The contractor shall warrant all materials and workmanship for one (1) year after the date of acceptance by the County. If any of the work is found defective or not in accordance with applicable codes and standards, the contractor shall correct work promptly, at no cost and to the satisfaction of the County.

Contractor shall provide the manufacturer's warranties for any new fixtures and parts. The contractor shall provide this warranty information with its Service Report/Invoice whenever applicable.

C. Financial Recordkeeping

The contractor is required to maintain a complete set of records, including all supporting cost documentation and service correspondence for all work performed under this agreement for the life of the contract and one (1) year thereafter.

V. REPORTS AND INVOICING

A. Service Report/Invoice

Each completed service request shall be documented by a contractor Service Report. The contractor Service Report should include, at a minimum, the following information:

- Purchase Order Number
- Service Request Tracking Number
- Location of Services – Facility Name/Address
- Date(s) of Service
- Description of work performed
- Personnel – (indicate the individuals assigned, rates, and hours worked for each day)
- Parts and Materials - Description, quantity, cost, mark-up (including any physical receipt or invoice if requested)

- Trip Charge
- Total Cost

The contractor shall submit invoices to the Gwinnett County Department of Financial Services, Treasury Division, 75 Langley Drive, Lawrenceville, Georgia 30046 or disbursements@gwinnettcountry.com.

B. Contract Value

Neither the Department of Community Services, nor any other departments, either individually or collectively, will be required to purchase any minimum amount during the term of this contract; nor will they be limited individually, or collectively, to any maximum amount during the term of this contract. Thus, the contractor may expect no set minimum or maximum payment amount under this contract.

C. Security Clearance

A security clearance is required at some facilities. A Gwinnett County Government Consent Form is required for each employee. A criminal history will be run and approved prior to employee working at these locations. Once approved, the County will issue a County Identification/Access Card to be worn by the employee whenever providing services on County property. The contractor shall insure that the Identification/Access Cards are returned to the County when individuals leave the company's employ and when the contract ends. The contractor must provide the following for each employee for which it is seeking authorization and clearance:

A copy of the Department of Homeland Security I-9, Employment Eligibility Verification for the person for whom authorization is sought. This form shall be the form submitted by the employee at the start of his or her employment with the firm.

A copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form Instructions regarding Employment Eligibility Verification.

(If applicable) a copy of an E-Verify Program form for the person for whom authorization is requested. This form must have the notation "Resolved/Authorized" in the Resolution Section. This requirement applies to employees hired since January 1, 2008.

A signed County Consent Form authorizing the County to run a criminal history check on the person for whom authorization is requested.

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

D. Insurance

The contractor must submit and maintain a Certificate of Insurance throughout the contract per the attached requirements.

VI. REFERENCES

Provide three (3) references demonstrating successful commercial septic tank/lift station pumping experience with an on-demand services contract of a similar size and scope. All references must be for services provided within the past five years. Reference information must be accurate and complete. Contact person must have direct knowledge of your firm's experience.

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

VII. COMPANY INFORMATION

1. Years in Business: _____

2. Number of Employees: _____

3. Number in Plumbing Trade: _____

4. Number of Fleet Vehicles: _____

5. Any Shop Locations (Other than Main Office): _____

6. Large equipment owned by your company: _____

VIII. EMPLOYEE QUALIFICATIONS

Provide a list of all employees who will be working under this contract on a separate sheet of paper. Licenses will be verified with the State of Georgia. Licenses must be maintained throughout the contract period. Include:

Name: _____

Education: _____

Years of Experience: _____

License/Certification: _____

License Number: _____

COMPANY NAME _____

Department of Fire and Emergency Services – Lift Station Locations, Comments, and Semi-Annual Service Needs		
Lift Station Location	Comments	Month of Service
Fire Station #07 3343 Bunten Rd Duluth, GA 30096	Dual pumps commercial system. Degreaser treatment. Clean pumps and floats of buildups.	April October
Fire Station #08 2295 Brannan St Grayson, GA 30017	Dual pumps commercial system. Degreaser treatment. Clean pumps and floats of buildups.	April October
Fire Station #18 1515 Mineral Springs Rd Hoschton, GA 30548	Dual pumps commercial system. Degreaser treatment. Clean pumps and floats of buildups.	April October
Fire Station #22 2180 Stone Dr Lilburn, GA 30047	Dual pumps commercial system. Degreaser treatment. Clean pumps and floats of buildups.	April October
Fire Station #23 4355 Steve Reynolds Blvd Duluth, GA 30096	Dual pumps commercial system. Degreaser treatment. Clean pumps and floats of buildups.	April October
Fire Station #29 2800 Thompson Mill Rd Buford, GA 30519	Dual pumps commercial system. Degreaser treatment. Clean pumps and floats of buildups.	April October
Fire Station #30 1052 Ozora Rd Loganville, GA 30052	Dual pumps commercial system. Degreaser treatment. Clean pumps and floats of buildups.	April October

Department of Fire and Emergency Services – Septic System Locations, Comments, and Quarterly Service Needs		
Septic System Location	Size and Maintenance Requirement	Month of Maintenance and/or Service
Fire Station #03 4394 Five Forks Trickum Rd Lilburn, GA 30047	One 1000-gallon tank, requires semi-annual pumping	January April July October
Fire Station #17 2739 Brooks Rd Dacula, GA 30019	One 1000-gallon tank, requires semi-annual pumping	January April July October
Fire Station #18 1515 Mineral Springs Rd Hoschton, GA 30548	One 1000-gallon tank, requires semi-annual pumping	January April July October
Fire Station #30 1052 Ozora Rd Loganville, GA 30052	One 1000-gallon tank, requires semi-annual pumping	January April July October

Department of Community Services – Septic System Locations	
Park Name	Comments/Locations within Park
Elisha Winn Site – Comfort Station	Below tall wall directly behind comfort station.
Georgia Pierce Park	Adult softball near building between fields.
Harbins Park – Office House	Behind master bedroom with pump to drain field.
Lenora Park	Behind baseball concession in grass on maintenance shop side.
	Behind comfort station at edge of concrete.
Little Mulberry Park	Fence road, two tanks located in grass on other side of walking trail.
	One tank behind comfort station at disc golf.
	One tank on left side of building.
	One tank with pump behind split rail at comfort station bike parking.
McDaniel Farm Park	Two tanks between comfort station and archie's garden on historic side.
	Programming office on historic side- near front porch.
	Behind house in field near drive cattle gate.
Tribble Mill Park	One large tank with two lids, one tank for holding liquid, left of bathroom in concrete.
	Oak comfort station - one tank, one lift station with pump behind building.
	One tank, behind & left of maintenance shop behind fence.
Yellow River Park	One tank, left side of comfort station at bike parking.
	One tank, in front of restroom doors across sidewalk - main comfort station at pavilion.

Department of Community Services – Lift Station Locations	
Park Name	Comments/Locations within Park
Bryson Park	E/One system behind comfort station at playground.
EE Robinson Park – Multi-Purpose	Between parking lot and football field at the very far end of the football field.
Graves Park	Below splash pad - holds for restroom and guard house.
Harbins Park	Behind comfort station at bike parking.
	Flygt system beside sidewalk to the right at parking lot in far right of park.
	Flygt system behind comfort station near river channel.
Harmony Grove Soccer Complex	Small pit and pump with force main. In grass, near manhole at end of concrete on the old maintenance shop side of the building.
JB Williams Park	Front of park, left of drive entrance. Pumps across street and down Five Forks to manhole near front entrance of Mountain Park Park, and then down towards pond behind maintenance shop to sewer.
Rabbit Hill Park	Flygt system in parking lot to the far left of the comfort station at upper soccer.
Rhodes Jordan Park	E/One system in grass behind lakeside comfort station.
Rock Springs Park – Football Field	Flygt system near dumpster near concession.

Rock Springs Park – Tennis Courts	Flygt system behind comfort station near playground/pavilion.
Simpsonwood Park	Behind comfort station. It is residential pump and canister that pumps across street from comfort station, then runs parallel to road through woods and manholes to a manhole near chapel. It then has another pump that pumps from that manhole into another nearby manhole, then gravity takes over from there.

SAMPLE

ATTACHMENT A

**GWINNETT COUNTY
PLUMBING SERVICE AND/OR REPAIR REQUEST AND AUTHORIZATION**

Service Information (to be completed by Department Staff personnel)

Service Request No. _____

Location _____

Job Description _____

Other Information _____

Requested By _____

Date Requested _____

Services Required (to be completed by Contractor)

Contractor Job# _____

Details of Job _____

COST ESTIMATE

LABOR COST			
Times & Dates of Service	Staff	Hours/Rate	Cost
			\$
			\$
			\$
			\$
			\$
			\$
Subtotal Labor Cost			\$
PARTS COST			
Item	Base Cost	%	Contract Cost
			\$
			\$
			\$
			\$
			\$
Subtotal Parts Cost			\$
TOTAL COST			\$

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

BID SCHEDULE

Section A – Repair and Installation Services/Labor				
Item #	Description	Unit Cost	Approx. Annual Quantity	Total Cost
1.	Pumping of septic/lift station per gallon	\$ Per Gallon	2,000 Gallons	\$
2.	Pumping of 750 – 1,000-gallon septic tank	\$ Each	26 Tanks	\$
3.	Pumping of 1,200-gallon septic tank	\$ Each	1 Tank	\$
4.	Pumping of 1,500-gallon septic tank	\$ Each	15 Tanks	\$
5.	Pumping of 2,000-gallon septic tank	\$ Each	4 Tanks	\$
6.	Conventional Drain field repair/install standard system	\$ LF	1000 LF	\$
7.	Conventional Drain field repair/install chamber system	\$ LF	700 LF	\$
8.	Standard tank replacement (1,000 gallons)	\$ Each	2 Tanks	\$
9.	Standard tank replacement (1,200 gallons)	\$ Each	1 Tank	\$
10.	Standard tank replacement (1,500 gallons)	\$ Each	2 Tanks	\$
11.	Lift station preventative maintenance	\$ Each	22 Stations	\$
12.	Install concrete risers 3"	\$ Each	8 Risers	\$
13.	Install concrete riser 6"	\$ Each	16 Risers	\$
14.	Install concrete risers 12"	\$ Each	16 Risers	\$
15.	Install concrete risers 24"	\$ Each	1 Riser	\$
16.	Hourly Foreman rate	\$ Per Hour	60 Hours	\$
17.	Hourly General Labor rate	\$ Per Hour	60 Hours	\$
18.	After Hours Foreman rate	\$ Per Hour	20 Hours	\$
19.	After Hours General Labor rate	\$ Per Hour	20 Hours	\$
20.	Trip Charge	\$ Each	60 Trips	\$
Section A Total				\$

COMPANY NAME _____

BID SCHEDULE CONTINUED

Section B - Equipment				
Item #	Description	Unit Cost	Approx. Annual	Annual Cost
1.	Sewer Jet Machine	\$ Per Hour	40 Hours	\$
2.	Sewer Color Camera & Monitor	\$ Per Hour	40 Hours	\$
3.	Excavator	\$ Half Day	8 half days	\$
4.	Excavator	\$ Full Day	12 full days	\$
Section B Total				\$

Section C - Parts/Equipment Plus Percentage Mark-Up Charge			
State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 15% of Actual Costs)	\$30,000.00	X _____% =	\$
<i>Pricing will be evaluated based on an assumption of \$30,000.00 net value of equipment, parts, and materials. However, the County makes no guarantees regarding the amount of equipment, materials, and parts that it will use during the contract period.</i>			

Bid Totals	
Section A Total	\$
Section B Total	\$
Section C Total	\$
GRAND TOTAL	\$

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BID SCHEDULE CONTINUED

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin January 1, 2023, or upon Board of Commissioners approval, whichever is later.

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

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

Certification Of Non-Collusion in Bid Preparation _____
Signature _____ Date _____

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

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

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

COMPANY NAME _____

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

REFERENCES

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

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

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

COMPANY NAME _____



BL114-22 Provision of Septic Tank and Lift Station Pumping, Maintenance, Installation, and Repairs on an Annual Contract

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

By executing this affidavit, the undersigned 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).



BL114-22 Provision of Septic Tank and Lift Station Pumping, Maintenance, Installation, and Repairs 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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

STANDARD INSURANCE REQUIREMENTS (For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

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

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

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

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

SAMPLE

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

I, _____ hereby authorize the
(print name)

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

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

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

Signature of applicant as usually written

Date

SAMPLE

**GWINNETT COUNTY GOVERNMENT
Consent Form Supplement**

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

Last Name _____ First Name _____

Middle Name _____ Sex _____ Race _____

Social Security Number _____ Date of Birth _____

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

Current Address _____

Current Telephone Number _____

List previous addresses for last five years:

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

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

If yes, provide details _____

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

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

Do you possess a valid driver's license? _____Yes _____No

State _____ License Number _____

Date of expiration _____ Restrictions _____

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

_____Yes _____No

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

Have you ever had your license suspended or revoked? _____Yes _____No

If yes, provide details _____

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

BL114-22

Buyer Initials: CB

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

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

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

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION

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

XXXIV. ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.