



February 12, 2025

**INVITATION TO BID  
BL017-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Utility Easement Clearing 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 March 4, 2025** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A Web-Ex pre-bid conference is scheduled for **10:00 A.M. on February 20, 2025. To access, dial 1-408-418-9388 and enter conference ID, 23470936540##**. All consultants are urged to attend. Questions regarding bids should be directed to Jordan Mitchell - Purchasing Associate II, at [jordan.mitchell@gwinnettcounty.com](mailto:jordan.mitchell@gwinnettcounty.com) or by calling 770-822-5491, no later than **3:00 P.M. on February 21, 2025**. Bids are legal and binding upon the bidder when submitted.

Successful contractor 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-7 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](http://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.

Jordan Mitchell  
Purchasing Associate II

The following pages should be returned with your bid:

**Bid Schedule, Pages 7-9**  
**References, Page 18**  
**Personnel Experience, Page 19**  
**Contractor Information, Page 20**  
**Subcontractor, Page 21**  
**Contractor Affidavit and Agreement, Page 27**  
**Code of Ethics Affidavit, Page 28**

## GWINNETT COUNTY UTILITY EASEMENT CLEARING SERVICES

### I. OVERVIEW

The Gwinnett County Board of Commissioners is soliciting competitive, sealed bids for easement clearing services related to the County's Sewer Main, Force Main, Water Main and Stormwater Easements/Retention Ponds Best Management Practices (BMP's) for the Department of Water Resources.

The Department has initiated this contract with the objective of maintaining, mowing, and clearing the County's Utilities Easements/Ponds. This objective will be achieved by clearing the County's Utilities Easements/Ponds that are identified as critical and need attention. The maintenance and renewal of these assets will be tracked by utilizing the County's Computer Management Maintenance System (CMMS) system. The contract will be issued as an annual contract with an option for four renewals, with no guaranteed minimum or maximum amount of work. The work will be procured on an "as-needed" basis, and it is intended that planned work will be spread equitably across the year. **The contractor must be properly staffed and equipped to handle the requested work in a timely manner and produce quality results.**

The Department has not mandated the use of any specific type of equipment or methods; however, the contractor shall use the Gwinnett County Sewer System Rehabilitation Specifications (SSR's) provided below for the details that are related to this task. The Contractor shall complete assigned areas as outlined in the specific Gwinnett County Sewer System Rehabilitation (SSR) Specifications. The Contractor shall use the means and methods as described in the Bid and that were used as a basis of selection. The Contractor may not use other methods than proposed without the express written permission of the Department.

**The Contractor will utilize reliable and efficient equipment. The Department has the right to disapprove any Contractor that does not meet the Experience level, Staffing level or Equipment requirements that are in the SSR's and needed to perform this type of work.**

Related sections of the System Specifications can be found following the Bid Schedule.

- A. Section SSR 21, Sanitary Sewer Overflows and Spills
- B. Section SSR 22, Sanitary Sewer Easement Clearing

### II. GENERAL INFORMATION/REQUIREMENTS

- A. Normal working hours for all field related work will be 7:00 A.M. to 4:00 P.M. local time, Monday thru Friday. Certain situations may arise that will limit these normal hours. Work outside the normal hours and on holidays and weekends will require written approval from the Department.
- B. Field related work requiring the assistance of Department personnel must be scheduled a minimum of 48-hours in advance.
- C. Existing data shall be utilized to avoid spending time and cost in collecting data already available. Data that is available through the Department will be provided to the awarded Contractor at no cost.
- D. The Department's current version of GIS (version 10.8.1 sp1 as of May 2024) includes sewer lines, storm lines, water lines, manholes, pump stations and force mains. The GIS is updated regularly. Each of the above items has been assigned a County "Facility ID" number. These facility numbers will be utilized and referenced by the selected Contractor throughout the life of the project. The GIS database

also contains roads, parcels, topographical data, and surface features such as streams, and water mains.

Gwinnett County will provide a Web based map and user profile to the successful contractor(s). The Web map will allow both the contractor and Gwinnett County to track progress by allowing the contractor to mark line segments complete/maintained. Any mapping discrepancies must be brought to the Gwinnett County Project Manager's attention along with a detailed drawing showing the needed changes. It shall be the contractor's responsibility to provide their staff with the electronic equipment needed to access the provided assignment map.

- E. The Contractor shall notify homeowners 5 days in advance of any work that will be performed on their property, by written notification to include both Contractor and County representative contact information. Signage shall be utilized by the Contractor at easement clearing locations as specified in SSR 22.
- F. All field staff (Contractor and including sub-consultants and sub-contractors) must wear, at all times, a readily observable identification badge indicating their name and the name of the Contractor's firm. All vehicles used in the field must have a company logo on both the driver and passenger side of the vehicle that is easily read from a distance. Contractor contact information shall be included on the vehicle signage.
- G. The Contractor shall identify a contact person or persons who shall be on call 24- hours per day during the life of the project. The Contractor's contact person(s) is/are responsible to know the general location of all field crews every day and must have the means to contact them within 15 minutes.
- H. The Contractor has the responsibility for maintenance of traffic when working in any right-of-way. The Contractor is responsible submitting traffic control plans and obtaining all required permits. There shall be no direct payment to the Contractor for development and/or implementation of traffic control plans and permits.
- I. The Contractor shall not operate Department valves, hydrants, pump stations or any other facilities/appurtenances without Department employees present and assisting in the operations.
- J. The Contractor as well as all sub-consultants and sub-contractors utilized by the Contractor must be properly licensed in the State of Georgia.
- K. The Contractor shall provide daily notification of work locations to the County and Project Manager prior to 7:30 a.m., via email to include persons identified in email distribution list that will be provided after award of contract.

### **III. REQUESTED SCOPE OF SERVICES**

The following provides more detailed information on the requested scope of services.

The Contractor will receive a Web Map with Login of assigned areas from the County's Project Manager for the maintenance, mowing, or clearing of a certain asset, to include a Utility Easement/Pond or a County Facility. Work should commence within 14 calendar days from the date the assignment is issued.

Once the assignment has been completed, the Contractor will return the assignment with the appropriate documentation to the County's Project Manager so that the assets' maintenance record can be updated and tracked in the County's Computer Maintenance Management System (CMMS).

Numerous manholes have bolted lids to prevent inflow in the event of flooding and/or overflow due to surcharging of the sewer system. Before opening/closing these manholes use necessary caution. Any overflows resulting from Contractor negligence will be the responsibility of the Contractor. Opening and closing these manholes with bolted lids requires the manipulation of four (4) bolts. Some manholes may have security bolts installed on them, removal of security bolts requires a key that will be furnished by the Department. **Security bolts are to be removed and replaced with standard bolts on the manhole.** The Department will provide standard bolts, requests for resupply of bolts shall be given 24-48 hours in advance. The Contractor is expected to make a diligent effort in accessing these manholes. Required equipment may include, but is not limited to, 3/4-inch socket, 15/16-inch socket, or Allen wrench. If the Contractor cannot open the manhole, they will need to contact the County for assistance.

The bolted lids must always remain bolted closed, except when actively using the manhole. Failure by the Contractor to maintain the bolted lids may result in fines and/or disciplinary actions.

If the Contractor is unable to install a bolt for any reason, including the existing bolt is broken off, stripped threads, etc. the Contractor will notate the structure ID on the exceptions list. If a structure is damaged in a way that will cause disruption to sewer service, the contractor shall notify the County **immediately.**

#### IV. PROJECT MANAGEMENT

Project management includes those activities involved with the detailed planning and subsequent execution and control of the project. The level of effort and budget for such services shall be considered and included in the individual tasks and unit costs of the Project. In developing the Bid Schedule, the Department expects the Contractor to provide the following services throughout the project:

- A. The monthly invoice will be submitted to Gwinnett County's Project Manager with an itemized listing of each item including identifying Facility IDs. After it is approved, the invoice shall be submitted by the Contractor to the Department of Financial Services. The monthly invoice will be submitted utilizing the template format as provided by DWR. A bi-weekly submission of exception list and areas cleared shall be submitted prior to monthly invoice for review. The monthly invoice will be accompanied by an **Exceptions List that identifies covered manholes, stripped out bolts, pipes identified as maintained and pipes not mapped that need to be added to GIS.**
- B. Coordination with the Department, other utility companies, and all local, State, or Federal department or agency, as required for the proper execution of the work, shall be maintained throughout the life of the project. This coordination shall include arranging meetings, resolving technical issues, and coordinating tasks that will involve the Department's personnel.
- C. The Department's Project Manager will be the Department's primary point of contact with the Contractor throughout the life of the project.
- D. The Contractor's Project Manager will be the Contractor's primary point of contact with the Department throughout the life of the project.
- E. All completed assignments must be submitted in digital format to match the monthly billing allotments.

#### V. SAFETY

Safety is of utmost importance to the Department. The Contractor will conduct the project in a safe manner so that no accidents occur. The Contractor or sub-contractors must meet all Federal, State, County laws and local requirements.

## A. INFORMATION TO BE PROVIDED IN THE BID

## 1. CONTRACTOR IDENTIFICATION/PROFILE

Give the full legal name of the Contractor, the Contractor'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. Give information on the Contractor'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 Contractor. If an association with other firms(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.

## 2. REFERENCES/EXPERIENCE/REQUIREMENTS OF THE CONTRACTOR

References should detail the experience of the Contractor with similar projects and other relevant experience. 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 Contractor and not that of a parent or related company or the experience of an individual or subcontractors. **Contractor should have cleared a similar size and scope of 21,000,000 square feet annually of easements/rights-of-way three (3) of the past seven (7) years. Contractor should maintain adequate staffing level to complete the assigned scope of work.**

## 3. QUALIFICATIONS AND EXPERIENCE OF THE PROJECT MANAGER AND OTHER KEY PERSONNEL

- a. The Project Manager shall be qualified to lead this project and should have a minimum of five (5) years' experience as a project manager on similar projects. Experience with previous employers on similar projects is acceptable.
- b. The Project Manager shall have been in leadership roles on construction projects of similar scale including preparation of reports, management of field- monitoring, management of field-personnel, quality assurance and have the authority to commit the necessary resources of the Contractor. **Upon request, the Contractor will be required to provide adequate proof of the Project Manager's qualifications, experience and specific accomplishments relating to key objectives on projects of a similar size and scope and in the various tasks as outlined above.**
  - i. Supervisor of the field crews performing these functions shall have received proper training in these types of equipment and activities and should have a minimum of five years (5) experience in performing such assignments including safe work practices. **Upon request, the County may require proof of adequate training and experience.**
  - ii. Field crew leaders performing these functions shall have received proper training in these types of equipment and activities and should have a minimum of three years (3) experience in performing such assignments including safe work practices. **Upon request, the County may require proof of adequate training and experience.**

- iii. Equipment operators performing these functions shall have received proper training in these types of equipment and activities and should have a minimum of two years (2) experience in performing such assignments including safe work practices. **Upon request, the County may require proof of adequate training and experience.**
- iv. No crewmembers shall enter confined spaces without the necessary certified training and at least one-year experience. **Upon request, the Contractor will be required to provide the County with written documentation and/or verification that all crewmembers have received the necessary certified training and possess at least one year experience.**

## VI. SCHEDULE

It is anticipated that this contract will be used on an "as needed basis" and will be used as a means of maintenance for other County contracts.

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

**BID SCHEDULE**

The Bid Schedule shall be submitted using the form as provided in this document. The format should not be changed. The Pricing shall include the furnishing of all implements, machinery, equipment, tools, materials, transportation, and labor required for the safe prosecution and completion of the work. **The quantities provided in the bid schedule are estimated quantities and for evaluation purposes.** It is the County's intent to spend the funds budgeted annually to get as much work completed as possible. The SSR's will provide the details that pertain to each line item on the bid tab. Unless otherwise stated, the cost associated with all activities will include all overhead, safety costs, project management, labor, and field-data collection, etc. All items on the Bid Schedule should be completed.

NOTES:	1. Please play close attention to "UNIT" values when quoting pricing. 2. Pricing is to be provided for <b>ALL</b> items on a <b>Yearly</b> basis. 3. Some items may be used extensively while other items may not be used at all.				
Item #	Description - include all expenses, overhead and profit	Unit	Estimated Quantity	Unit Cost	Total
<b>Easement Clearing by Machine</b>					
1	Light	SF	2,000,000	\$	\$
2	Medium	SF	1,000,000	\$	\$
3	Heavy	SF	1,000,000	\$	\$
<b>Easement Clearing by Hand</b>					
4	Light	SF	7,000,000	\$	\$
5	Medium	SF	9,000,000	\$	\$
6	Heavy	SF	1,000,000	\$	\$
<b>Selective Tree Clearing</b>					
7	Selective Tree- 0"-14"	EA	500	\$	\$
8	Selective Tree- 15"-24"	EA	250	\$	\$
9	Selective Tree- 25"-36"	EA	50	\$	\$
<b>Miscellaneous</b>					
10	Stump Grinding	HR	10	\$	\$
11	Debris Chipping	HR	1000	\$	\$
12	Seed and Fertilize	SF	1	\$	\$
13	Mulching	SF	1	\$	\$
14	Solid Sod	SF	1	\$	\$
15	Top Soil In Place	CY	1	\$	\$
16	Remove and Reset Fencing	LF	1	\$	\$
17	Emergency mobilization fee 24-hr response	EA	1	\$	\$
<b>TOTAL BID AMOUNT:</b>					<b>\$</b>

Company Name \_\_\_\_\_

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**BID SCHEDULE**

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 May 19, 2025, or upon award.**

- If a percentage decrease will be a part of this quote, please note this in the space provided together with an explanation.  
1<sup>st</sup> Renewal Period \_\_\_\_\_2<sup>nd</sup> Renewal Period \_\_\_\_\_3<sup>rd</sup> Renewal Period \_\_\_\_\_4<sup>th</sup> Renewal Period \_\_\_\_\_
- If a percentage increase will be a part of this quote, please note this in the space provided together with an explanation.  
1<sup>st</sup> Renewal Period \_\_\_\_\_2<sup>nd</sup> Renewal Period \_\_\_\_\_3<sup>rd</sup> Renewal Period \_\_\_\_\_4<sup>th</sup> Renewal Period \_\_\_\_\_

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

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

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

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

Certification Of Non-Collusion in Bid Preparation \_\_\_\_\_  
(Signature) (Date)

**In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to 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 fee schedule. By submission of this proposal, 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.**

Company Name \_\_\_\_\_



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BID SCHEDULE**

Legal Business Name\_\_\_\_\_

Address\_\_\_\_\_

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

Representative Signature\_\_\_\_\_

Print Authorized Representative's Name\_\_\_\_\_

Telephone Number\_\_\_\_\_ Fax Number\_\_\_\_\_

E-Mail Address\_\_\_\_\_

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

Telephone Number\_\_\_\_\_ Fax Number\_\_\_\_\_

E-Mail Address\_\_\_\_\_

**SECTION SSR 21 – OVERFLOWS AND SPILLS**

## PART 1 - GENERAL

## 1.0 WORK THIS SECTION

- A. The purpose of this section is to define the responsibilities for overflows and spills.

## 1.1 REFERENCES

1.1.1 Codes, Specifications, and Standards (None Cited)

1.1.2 Testing and Materials Standards (None Cited)

1.1.3 Specifications for Construction of Sewer Mains, Gwinnett County Department of Water Resources

1.1.4 General Conditions for Gwinnett County Construction Contracts, Gwinnett County Related sections of the System Specifications:  
*Section SSR 1, SSR 1\_Sanitary Sewer and Television-Sonar Inspection*  
*Section SSR 2, SSR 2\_Sanitary Sewer and Cleaning*  
*Section SSR 3, SSR 3\_Manhole Condition Assessment*  
*Section SSR 7, SSR 7\_Survey*  
*Section SSR 8, SSR 8\_Temporary Monitoring*  
*Section SSR 10, SSR 10\_Wastewater Flow Control*  
*Section SSR 21, SSR 21\_Overflows and Spills*

## 1.2 DEFINITIONS (None Cited)

## 1.3 MEASUREMENT AND PAYMENT

- A. No payment will be made for overflow and spills. The cost of overflows and spills will be borne entirely by the Contractor.

## PART 2 – PRODUCTS/EQUIPMENT (None Cited)

## PART 3- EXECUTION

## 3.1 GENERAL

- A. It shall be the responsibility of the Contractor to schedule and perform his work to result in no overflows or spills of sewage or combined sewage from the system. If sewage flows are such that they interfere with the Contractor's ability to perform work, the Contractor shall be responsible for scheduling his work during low flow periods or provide bypass pumping. Bypass pumping shall be provided only with the specific written approval of the County.
- B. In the event of overflows caused by the Contractor's work activities, the Contractor shall immediately take appropriate action, in accordance with the County's Emergency Response Plan (ERP), to contain and stop the overflow, clean up the spillage, disinfect

the area affected by the spill, and notify the County in a timely manner. Copies of the ERP are available at Gwinnett County Department of Water Resources. The Contractor shall prepare his own written Standard Operating Procedure (SOP) for handling and reporting spills, which shall be compatible with the County's ERP.

- C. Contractor will indemnify and hold harmless the County for any fines or third-party claims for personal or property damage arising from a spill or overflow that is fully or partially the responsibility of the Contractor. Should fines be imposed because of any overflow for which the Contractor is fully or partially responsible, the Contractor shall pay all such fines and all the County's legal, engineering, and administrative costs in defending such fines and claims associated with the overflow.
- D. In the event that wastewater is overflowed, spilled, discharged, leaked, backed up, or otherwise released, whether fully or partially due to the Contractor's work, the Contractor shall be responsible for the cleanup. This cleanup shall be performed at the Contractor's expense with no additional cost to the County. The Contractor shall also be responsible for notifying the County's sewer system maintenance personnel and complying with any and all regulatory requirements for cleaning up the spill at no additional cost to the County.
- E. Contractor will be responsible for providing full reporting of the spill, not limited to the information below:
  - i. Impacted Pipe Facility ID
  - ii. Status
  - iii. Date
  - iv. Reported By:
  - v. Street Address
  - vi. Cross Street
  - vii. Location
  - viii. Overflow Start Time
  - ix. Overflow End Time
  - x. Overflow Source
  - xi. Facility ID of Overflow Structures
  - xii. Est. GPM
  - xiii. Est. Minutes
  - xiv. Est. Gallons
  - xv. Containment Method 1
  - xvi. Containment Method 2
  - xvii. Sign posted?

- xviii. Cleanup Method 1
- xix. Cleanup Method 2
- xx. Disposal Method
- xxi. Gal. Recovered
- xxii. Property Owner
- xxiii. Owner Satisfied?
- xxiv. Reason for Overflow

F. DOCUMENTATION

- i. When finished the contractor shall return the completed work order along with the appropriate documentation to the County's Project Manager.

**\*\*END OF SECTION\*\***

**SECTION SSR 22 – EASEMENT CLEARING**

## PART 1 - GENERAL

## 1.1 WORK THIS SECTION

- A. The work to be performed under this specification shall consist of clearing vegetation from County easement areas and associated facility sites on a scheduled and/or emergency basis (in the following discussion "easement" refers to easement/retention pond areas and associated facility sites).
- B. While easement clearing **does not** require the removal of all trees it will remove those trees and other vegetation that might otherwise hinder infiltration/inflow/pond investigations/operation of pond as designed, sewer system repairs or access.

## 1.2 REFERENCES

- A. Codes, Specifications, and Standards (None Cited)
- B. Testing and Materials Standards (None Cited)
- C. Specifications for Construction of Sewer Mains, Gwinnett County Department of Water Resources
- D. General Conditions for Gwinnett County Construction Contracts, Gwinnett County
- E. Gwinnett County Department of Water Resources Information Applicable to Infiltration/Inflow Projects
- F. Related sections of the Sewer System Rehabilitation Specifications (None Cited)
- G. Stormwater Systems and Facilities Installation Standards and Specification (SSFISS)

## 1.3 DEFINITIONS (None Cited)

## 1.4 QUALIFICATIONS

- A. Qualification documentation will be submitted as a part of all the Bids.
- B. The Contractor must meet all of the following criteria to be considered qualified to propose and/or bid on the subject contract.
  - 1. The Contractor, or their subcontractor, must document that they, not their parent company or related company or the experience of an individual/s, have been in this line of business a minimum of five (5) years.
  - 2. The Contractor, or their subcontractor, must document that they, not their parent company or related company or the experience of an individual/s, have cleared a similar size and scope of 21,000,000 square feet annually of easements/rights-of-way three (3) of the past seven (7) years. This documentation shall include the mowing of grass, clearing of brush and removal of trees of the diameters expected on this contract. This documentation shall include locations, references (including names and phone numbers), square footages and tree diameters.

### 1.5 EXPERIENCE

- A. Experience documentation will be submitted as a part of all the Bids. The Contractor shall provide the County with written documentation that the supervisor, field crew leaders and equipment operators responsible for this work have received the proper training, are certified, and have the requisite experience. This documentation will include dates of hands-on experience, employer, description of duties/experience, contact name and phone number. Documentation on any person shall not be longer than 1-page.
- B. Supervisor of the field crews must be properly trained in the function and have a minimum of five (5) years' experience in performing easement clearing including safe working practices, proper clearing procedures, and experience in the types of clearing equipment that will be used for this contract.
- C. Field crew leaders must be properly trained in this function and have a minimum of three (3) years hands-on experience in performing easement clearing including safe working practices, proper clearing procedures, and experience in the types of clearing equipment that will be used for this contract.
- D. Equipment operator must be properly trained in this function and have a minimum of two (2) years hands-on experience in performing easement clearing including safe working practices, proper clearing procedures, and experience in the types of clearing equipment that will be used for this contract.
- E. Clearing laborers must be properly trained in this function including safe working practices, proper clearing procedures, and experience in the types of clearing equipment that will be used for this contract.
- F. All invoicing shall be accompanied by a bi-weekly areas cleared and "Exceptions List" to include but not limited to structure damages, structures unable to be opened and line segments that are considered maintained or not in an easement.

### 1.6 PERSONNEL

- A. The Supervisor must daily visit the project checking on their personnel and subcontractors, meeting with the field crew leaders as well as checking on the status and progress of the project.
- B. A field crew leader must be with their crew when their crew is working. Each field crew leader can only have one field crew. Each crew must have its own field crew leader.

### 1.7 MEASUREMENT AND PAYMENT

- A. Payment for easement clearing shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment, necessary to perform all work including hand clearing around manholes, stream banks and other obstructions, removal or mulching of debris and taking all cleared items to ground level including tree stumps. Payment shall be made under Easement Clearing, Light, Medium, or Heavy, per square foot.

- B. Payment for easement clearing by machine shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment, necessary to perform all work including hand clearing around manholes, stream banks and other obstructions, removal or mulching of debris and taking all cleared items to ground level including tree stumps. Payment shall be made under Easement Clearing, Light, Medium, or Heavy, per square foot.
- C. Payment for selective tree removal shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment, necessary to perform all work. Payment shall be made under Selective Tree, 0"- 14", 15"- 24" or 25"- 36" per each.
- D. Payment for stump grinding shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under Stump Grinding, per Hour.
- E. Payment for debris chipping shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under Debris Chipping, per Hour.
- F. Payment for seed and fertilizer shall be made under unit bid price. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under seed and fertilizer, per square foot.
- G. Payment for mulch shall be made under unit bid price. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under mulch, per square foot.
- H. Payment for sod shall be made under unit bid price. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under sod, per square foot.
- I. Payment for topsoil shall be made under unit bid price. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under topsoil, per cubic yard.
- J. Payment for remove and reset fencing shall be made under unit bid price. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under remove and reset fencing, per linear foot.
- K. Payment for emergency mobilization shall be made under unit bid price. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made as a one-time fee under emergency mobilization, per each after-hour event.

## PART 2 -PRODUCTS

- A. Blades on all equipment shall be kept sharp. Blades showing excessive wear or damage shall not be used. Brakes on all mowing equipment must be properly maintained and operative. All mowing equipment shall be equipped with safety guards to prevent the mowers from throwing rocks or debris. Guards shall be in place and in a down position while mowing is occurring.

## PART 3 -EXECUTION

## 3.1 GENERAL

- A. Easements and retention ponds that will be encountered can vary from wet, low lying next to creeks, streams and rivers, to easements in fully developed neighborhoods and business districts, to easements on sloped embankments, or work at county owned facilities.
- B. The easements/retention ponds and type of clearing used will be selected and assigned by Gwinnett County Department of Water Resources personnel.
- C. On property where the owner has maintained the easement no tree/s will be removed without the written permission of the County.
- D. **The combination of 1) easement rating, 2) potential number/size of trees being considered for selective clearing and the 3) potential number/size of stumps being considered for stump grinding will be such that the County pays the lowest cost.**
- E. Easements or portions of an easement will be rated by the County per the following:
  - 1) "Light" includes trees 0" up to 4" in diameter.
  - 2) "Medium" includes trees 5" up to 15" in diameter.
  - 3) "Heavy" includes trees from 16" up to 36" in diameter.

All ratings include hand clearing around manholes, stream banks and other obstructions. All ratings include taking all cleared items, including tree stumps, to **ground level**.

- F. Selective Tree Removal: Whenever trees are located a minimum of five (5) feet from centerline of an easement or will hinder infiltration/inflow investigations, repairs and proper operations; the County may approve selective tree removal. The Contractor shall be responsible for obtaining written County approval before performing selective tree removal. Trees to be removed must be documented, including DBH, and signed by the County Inspector prior to removal. Trees removed without this documentation will not be billable.
- G. Trees for potential selective clearing will be categorized as follows:
  - 1) "Selective Tree-0"- 14" includes trees greater than 0, up to 14-inches in diameter,
  - 2) "Selective Tree-15"- 24" includes trees greater than 14, up to 24-inches in diameter,
  - 3) "Selective Tree-25"- 36" includes trees greater than 24, up to 36-inches in diameter,

All selective tree removals include removal to **ground level**.

- H. Tree stumps for potential grinding will be categorized as follows:
  - 1) "Stump Grinding- per hour includes trees greater than 0 to 36-inches in diameter
- I. The Contractor will meet with the County Representative to review the rating and potential selective tree clearing of each easement prior to beginning work.
- J. If the Contractor disagrees with the easement rating and/or the potential selective tree clearing then the disagreement must be presented to the Project Manager, for resolution. The decision of the Project Manager is final.
- K. The Contractor must **locate and open** the next nearest manhole prior to clearing the easement between the two manholes. After **locating and opening** the next nearest manhole a line will be drawn between the manholes and both the centerline and the easement boundaries marked. This marking of the easement



will be done to prevent damage to the next nearest manhole and to ensure the Contractor stays within the easement boundaries.

- L. The diameter of trees shall be measured at the diameter **breast height** (DBH) - approximately four feet above ground level. This diameter will be used to rate each easement for clearing, for selective tree removal.
- M. Height of Cut: The Contractor shall clear grasses, trees, bushes, and brush within easement to **ground level. No stubs or stumps will be allowed to remain above ground level that could cause personal injury or damage to County vehicles fitted with passenger grade street tires.** This height of cut applies to mechanical as well as hand cleared areas.
- N. All grasses, debris, trees, brush etc. will be removed from the easement/retention pond or mulched and uniformly spread on the easement. The County Inspector must approve mulching of the debris. The County Inspector, prior to being spread, must approve the quality of the mulch. Burning or burying will not be allowed. Excessive thickness of mulch will not be allowed. The Contractor may be required to relocate or redistribute excessive amount of mulch in other County easements. This relocation or redistribution of mulched debris is center of the pipeline however the County may direct a wider or narrower width to be cleared.
- O. Width of Cut: Typically, the width of cut will be from edge of easement to edge of easement unless otherwise directed by the County Representative. Typically, the easements are 20 feet wide. Typically, the limits of the clearing shall be measured 10 feet from the either side of the center of pipeline however the County may direct wider or narrower width to be cleared.

### 3.2 PUBLIC NOTIFICATION

- A. The Contractor will attempt to notify via advance notice "**Door Hangers**" all affected landowners a minimum of 5 calendar days in advance of initial clearing of an easement.
- B. If a conflict arises with a property owner, the Contractor shall notify the County Representative immediately, via phone followed by email with customer contact information and nature of the conflict.
- C. The Contractor will provide and place "Right-of-Way" signs in prominent locations where easement clearing is planned 24-hours in advance of commencing the work. Signs will be a minimum of 24 inches wide by 18 inches high with the main message in a minimum of 2.5- inches high letters. Contractor name and phone number will be in a minimum of 1.5-inch high letters. Signs will be supported a minimum of 12 inches above grade by integral metal frames. Wording on the signs shall be similar to the following:

**"EASEMENT CLEARING"**

**"Contractor Name" and "Phone Number"**

- D. The right-of-way signs will be placed in the right-of-ways of affected properties and where easements cross right-of-ways.
- E. The right-of-way signs shall be moved along with and in front of the work progress.

### 3.3 DOCUMENTATION

- A. When finished the contractor shall return the completed assignment along with the appropriate documentation to the County's Project Manager.

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

**REFERENCES**

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

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 \_\_\_\_\_

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

**Complete a Personnel Experience sheet for each Supervisor and Field Crew Leader and return with your bid. Please make additional copies of form, if necessary.**

Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_ Field Crew Leader: \_\_\_\_\_ Other: \_\_\_\_\_

Certification Types, Numbers, and Dates: \_\_\_\_\_

Experience: (List the most recent experience first)

1: Dates: From \_\_\_\_\_ to \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact's Phone Number: \_\_\_\_\_

Duties: \_\_\_\_\_

Years of hands-on-experience relative to this contract \_\_\_\_\_

2: Dates: From \_\_\_\_\_ to \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact's Phone Number: \_\_\_\_\_

Duties: \_\_\_\_\_

Years of hands-on-experience relative to this contract \_\_\_\_\_

3: Dates: From \_\_\_\_\_ to \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact's Phone Number: \_\_\_\_\_

Duties: \_\_\_\_\_

Years of hands-on-experience relative to this contract \_\_\_\_\_

(If required, attach additional sheets in order to accurately document the experience of an individual.)

COMPANY NAME \_\_\_\_\_

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

**Contractor Information Page**

List the full legal name of the Contractor, the contractor's principal business office and its satellite offices. Indicate the location(s) from which these services will be staged.

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Provide information on the Contractor's history, business activities, size, employees, officers, affiliates, subsidiaries, ownership and other corporate data. If working with other firms is proposed, describe the working relationship as stated in Section A-3.

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Contractor has been in business for five (5) years.  Yes  No

Contractor can furnish a minimum of three (3) fully equipped crews and back up equipment to immediately replace any damaged equipment.  Yes  No

Explain:

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Company Name \_\_\_\_\_

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

**GWINNETT COUNTY, GEORGIA  
LIST OF SUBCONTRACTORS**

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

NAME AND ADDRESS	TYPE OF WORK

Company Name \_\_\_\_\_

### VENDOR INSURANCE REQUIREMENTS

**Insurance:**

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

**A. Minimum Coverage**

Commercial General Liability (Occurrence Form):

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

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.
- Primary and Non-Contributory Endorsement to be specified in writing
- Contractual Liability
- Broad Form Property Damage
- Severability of Interest
- Underground, explosion, and collapse coverage
- Personal Injury (deleting both contractual and employee exclusions)
- Incidental Medical Malpractice
- Hostile Fire Pollution Wording
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
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- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured

- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

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

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

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

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

Contract Sums:

Contracts up to \$999,999 Each Occurrence and Aggregate Limit	\$1,000,000
Contracts from \$1,000,000 to \$1,999,999 Each Occurrence and Aggregate Limit	\$3,000,000
Contracts from \$2,000,000 to \$4,999,999 Each Occurrence and Aggregate Limit	\$5,000,000
Contracts Over \$5,000,000 Each Occurrence and Aggregate Limit	\$10,000,000

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

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

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

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

Property Insurance:

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

Riggers Liability Insurance:

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

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

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

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

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

- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.
- C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.



## D. Certificate Holder should read:

Gwinnett County Board of  
Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935

- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County 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-7 or better.
- F. Insurance companies providing coverage should be licensed and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non- admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non- resident.
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.
- H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is primary over any insurance program carried by the County.
- J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier and shall require each and every subcontractor of any tier to comply with all such requirements. The Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as a to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for the County.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- N. The Contractor shall make available to the County, through its records or the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.

- P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

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



## BL017-25, Provision of Utility Easement Clearing 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: \_\_\_\_\_

<b>For Gwinnett County Use Only:</b>
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).



**BL017-25, Provision of Utility Easement Clearing 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](http://www.gwinnettcounty.com)

7.14.17



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

**Buyer Initials: JM**

**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

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE

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

**\*\*\*ATTENTION\*\*\***

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

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

**I. PREPARATION OF SUBMITTAL**

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

**II. DELIVERY**

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

**III. EXPLANATION TO VENDORS**

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

**IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS**

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

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

**V. WITHDRAWAL DUE TO ERRORS**

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

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

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

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



**VI. TESTING AND INSPECTION**

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

**VII. F.O.B. POINT**

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

**VIII. PATENT INDEMNITY**

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

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

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

**X. DISCOUNTS**

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

**XI. AWARD**

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**XII. DELIVERY FAILURES**

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

**XIII. COUNTY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

**XIV. REJECTION OF SUBMITTALS**

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

**XV. CONTRACT**

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

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

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

**XVI. NON-COLLUSION**

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

**XVII. DEFAULT**

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

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. SUBSTITUTIONS**

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

**XXI. INELIGIBLE VENDORS**

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

**XXII. PENDING LITIGATION**

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for

standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

**XXV. AMERICANS WITH DISABILITIES ACT**

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

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

**XXVII. TAX LIABILITY**

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

**XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

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

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

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

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

**XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation, or other entity shall engage in solid waste handling 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. §43-41-17).

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

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

**XXXII. INDEMNIFICATION**

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

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

**XXXIII. CODE OF ETHICS**

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

#### **XXXIV. ELECTRONIC PAYMENT**

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: [vendorelectronicpayment@gwinnettcountry.com](mailto: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 visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

#### **DIRECTIONS TO GJAC BUILDING FROM I-85**

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