

GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

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

December 1, 2025

INVITATION TO BID BL014-26

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for **Provision of Locating Services on a Multi-Year Contract** 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 Tuesday, December 30, 2025,** at the Gwinnett County Financial Services - Purchasing Division – 4th Floor - Nash Building, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time <u>will not be accepted</u>. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website <u>www.GwinnettCounty.com</u>.

A Web-Ex pre-bid conference is scheduled for **10:00 A.M. on Wednesday, December 17, 2025.** To access, dial 1-408-418-9388 and enter conference ID, 23330408959##. All contractors are urged to attend. Questions regarding bids should be directed to Jordan Mitchell, Purchasing Associate II, at <u>Jordan.Mitchell@GwinnettCounty.com</u> or by calling 770-822-5491, no later than **Thursday, December 18, 2025 at 3:00 P.M.** Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

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

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

Award will be made to the 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 vendor(s) at its discretion.

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

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

Jordan Mitchell Purchasing Associate II

JM/km

The following pages should be returned in duplicate as your bid: Fee Schedule, Pages 9-10

Subcontractor List, Page 11
References, Page 12
Contractor Affidavit, Page 13
Code of Ethics, Page 14

BL014-26 Page **2** of **30**

A. BIDDING REQUIREMENTS

1. Qualifications and Experience of Staff

The service provider shall furnish a **minimum of twenty-two (22) qualified personnel**, to include twenty (20) locators, one (1) supervisor, and one (1) dispatcher, to ensure the efficient and continuous operation of the services provided herein. The service provider represents that all its employees, agents, subcontractors and suppliers who perform services under this contract shall be qualified and competent to perform such services. Any persons employed by the service provider in connection with such operation will be on the service provider's payroll and will be deemed employees of the service provider for all purposes including taxes and insurance. The service provider's employees and subcontractors will comply with all rules promulgated by the County for the safe and orderly conduct of the activities carried out within the County.

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

2. Certifications

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

3. Respondent Identification/Profile

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

4. References

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

A. **DEFINITIONS**

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

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

BL014-26 Page **3** of **30**

- 4. Excavation Site: The area where an excavator intends to excavate or actually performs excavation.
- 5. <u>Excavator</u>: Any person who engages directly in Excavation and/or the design of Excavation, and who requests the location of the County's Underground Facilities.
- 6. <u>Excavator Notification</u>: Notification given to the excavator that underground facilities are present at the excavation Site.
- 7. <u>Fault (At Fault)</u>: When damage occurs due to an inaccurate locate, improper markings by the service provider, failure of the service provider to complete the locate as scheduled or to report un-locatable facilities within the terms of the agreement.
- 8. <u>Field Investigation</u>: The dispatching and response of the service provider to a excavation site at the request of the appropriate representative.
- 9. <u>Identified, but Un-locatable</u>: An underground facility, the presence of which is known, but which cannot be field marked with reasonable accuracy.
- 10. <u>Locatable Underground Facility</u>: An underground facility which can be field marked with reasonable accuracy by using devices capable of identifying and locating the underground facilities within the required range of accuracy, or by use of the maps and records.
- 11. <u>Locate</u>: The process of detecting underground facilities through the use of conductive methods and marking the surface of the ground to identify the existence and location of underground facilities or underground plant. When the conductive method cannot be used due to the lack of access to the underground facilities, an inductive method may be used providing that reasonable accuracy is achieved. A "Locate" shall consist of locating and marking all required facilities contracted to protect.
- 12. Marking: The use of paint stripes of a minimum of two-inches in width by twelve-inches in length and flags, or other clearly identifiable materials at distances of every ten feet, and at each divergence from a straight line in accordance with marking standards established in the "GUFPA" and "the Common Ground Alliance". To show the field locations of Underground Facilities with reasonable accuracy, flags or stakes are to be utilized in every instance where marking is required in response to ticket requests, with the exception of facilities residing beneath "hard surface" areas such as asphalt, concrete, brick and like surfaces, in which case paint alone is sufficient for marking purposes.
- 13. Normal Working Hours: Normal working hours are defined as 7:30am through 5:00pm
- 14. <u>Georgia Utility Protection Center</u>: The service through which a person can notify utility companies of proposed excavation and request field marking of underground facilities (Ga811).
- 15. County: Gwinnett County DWR (GCDWR), Gwinnett County DOT (GCDOT) and Gwinnett County DoIT (GCDoIT).
- 16. <u>Person</u>: Any individual, partnership, franchise holder, association, corporation, state city county or any subdivision or instrumentality of a state and its employees, agents, or legal representatives.
- 17. <u>Ticket</u>: Locate request received from the one-call locations service or from and excavator, which is given a number.

B. GENERAL DESCRIPTION

This contract is considered to be a **turn-key contract**. It is the service provider's sole responsibility to supply a dedicated work force with all necessary tools and equipment to provide 24-hour, seven days per week, utility locating services for Gwinnett County. For the purpose of safeguarding the county's facilities from excavation damage, it is the service provider's responsibility to receive record and respond to locate requests from Ga811 during business days and receive and respond to **Emergency** requests from the Ga811on non-business days and after office hours.

C. GENERAL NOTES

1. It is the service provider's sole responsibility to adhere to all laws that apply to locating utilities in the State of Georgia.

TITLE 25. FIRE PROTECTION AND SAFETY CHAPTER 9. BLASTING OR EXCAVATING NEAR UNDERGROUND GAS PIPES AND UTILITY FACILITIES

Georgia Code § 25-9-1 (2024)

BL014-26 Page **4** of **30**

2. All locate request assigned to Gwinnett County will be the responsibility of the service provider awarded this contract to locate and maintain in accordance to all utility protection laws. This includes any late fees, damage fees and /or cost incurred and fines imposed by the Public Service Commission.

- 3. All tickets will be issued through the <u>Georgia Utility Protection Center</u> (GA811). The service provider will be required to be a member of GA811 in order to receive a copy of GWI 90, GWI 91, and GWI 92 locate requests. Gwinnett County will <u>not</u> be screening tickets. It will be the successful bidder's responsibility to manage the workload with a positive response software system. However, we request that all locate requests for pipe 24" and above along with 48 count and higher fiber be given priority. Ticket extensions will only be permissible, in limited instances, when "extraordinary circumstances" are present.
- 4. The service provider will dispatch requests to field locators, verify and accurately mark existing facilities, record locate information using manifests, sketches, and/or photographs. The service provider shall keep and make available to the county this locate information throughout the service authorization and an additional two (2) years after the service authorization has been terminated.
- The service provider will be required to respond to and investigate any damages to the county's facilities caused by
 excavation activities. In order to keep damage investigations uniform a "Hit Kit" should be provided and used by
 the service provider when documenting a hit utility.
- 6. The county will be responsible for providing the service provider up-to-date location data of the county's facilities through the Gwinnett County GIS web browser and instructions for usage of the web browser. Map data furnished to the service provider is the property of the county and shows only the approximate location of the county's facilities. The service provider will be required to use their knowledge and ability to accurately mark facilities and report immediately to the county any discrepancies or inaccurate map information.

D. SCOPE OF WORK

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

Line location and marking of County's water, sewer and fiber assets and any future requirement of the <u>State or Georgia Dig Law</u>.

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

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

E. LOCATION OF WORK

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

F. SPECIFICATIONS OF WORK-SERVICE PROVIDER DUTIES

The service provider shall:

- 1. The service provider shall provide and maintain a listing to the county of key contact personnel (employee name, phone number, email etc.) that will be able to respond immediately to requests as required, from time to time.
- The service provider shall provide qualified, competent supervisory personnel, field staff, and office support services that are dedicated to Gwinnett County owned utilities as required to meet all workload demand on a yearround basis. The service provider shall supply all materials and software compatible with the communications system used by GA811.

BL014-26 Page **5** of **30**

3. The service provider is required to be knowledgeable of and to comply with all local, state, and federal laws, ordinances, and regulations asserting jurisdiction applicable to the work (including, but not limited to, workers compensation, social security, unemployment insurance, safety regulations, drug & alcohol regulations, and dot operator qualification). The service provider will be responsible for any fines or penalties imposed by these authorities as it may pertain to the work.

- 4. All locate services will be provided hereunder for a fixed monthly rate during the term of this agreement. This Monthly Rate covers the provision of all locate services for Gwinnett County under the agreement by the service provider, including without limitation to all locate tickets responded to during normal working hours as defined in Section A, DEFINITIONS and all after-hours/weekend and holiday locates performed outside of normal working hours. The Monthly Rate is billable only for each month during the term of this Agreement when the service provider provides locate and marking services.
- 5. Invoices shall be provided by the service provider on a monthly basis or as otherwise directed by county. Invoice submittals to the county will be in duplicate and will include the operating area, the period during which the services were performed, the total number of tickets billed and the total charges for the billing period. Documentation to support the invoice will include the daily activities for each of the county's operating areas.
- 6. All invoices shall be itemized to reflect the accepted bid sheet items. The county's representative and the service provider shall jointly agree on the amount of work completed. The terms of payment, upon acceptance of work will be net thirty (30) days from date of invoice. Current preference is to receive invoices electronically, via e-mail, and in a spreadsheet format.
- 7. **Terms: Monthly rate to be billed on the first working day of each month after services have been rendered.**Payment should be made no later than 30 days from date billed. Service provider will be responsible for managing all resources to timely meet its obligations under the agreement.
- 8. When disputes arise over pay items or units of work, it is the service provider's responsibility to provide adequate and timely information to the County to rectify these disputes. The service provider should first contact the contract administrator in charge of the work to rectify disputes. If a dispute is not resolved at that level the service provider needs to submit their dispute in writing to the next appropriate level of management within 90 days.
- 9. The service provider shall be required to meet with the county's representatives on a quarterly basis, or more often as requested. The purpose of the meeting will be to review the service provider's work performance over the previous quarter and to review and discuss any current issues. Enhancements or modifications to the current work method may be implemented as needed.
- 10. The service provider is responsible for positive response notifications to the party requesting the locate as per applicable federal, state, and local laws and regulations. Every effort shall be made to make contact with the requestor or his representative on site at a locate. The results of these attempts and contacts shall be recorded on the locate request or log. This log shall be provided with the confirmation of locates. The service provider will make every effort to notify property owner and/or excavator who has requested a service line locate that care should be taken when digging around the utility lines. Electronic notification may be made in the absence of an on-site requestor's representative. Information recorded shall include: the approximate location and descriptions of any of county's facilities that may be damaged or pose a safety concern because of excavation or demolition; other information that would assist in locating and avoiding contact with or damage to underground facilities; temporary or permanent markings provided to inform the excavator of the ownership and approximate location of the facilities; notifying the requesting party if underground facilities are not in conflict with the excavation or demolition.
- 11. The service provider shall paint and flag all locate requests received from the GA811 when applicable and not field clear locate requests unless there are no county facilities in the work area as defined on the locate request. Paint and flags or other obvious markings are to be used on unpaved/un-traveled surfaces. Paint is to be used on pavement and hard surfaces where flags cannot be placed. Color of all markings shall be in conformance with applicable standards of the APWA ULCC uniform color code. Flags shall contain Owner's logo and one-call number. The service provider will supply all locating equipment. This will include, but not be limited to, paint, flags, and all other marking materials.
- 12. All "Emergency Request" locate notices shall be responded to by the service provider immediately upon receipt during working hours. For after-hours emergency locates, Gwinnett requires a maximum of a 2 hour response time.

BL014-26 Page **6** of **30**

13. The service provider is responsible for following the conditions agreed upon in all large project agreements staying ahead of the excavator on major, on-going projects such as sewer, highway, and water main jobs that cannot be entirely located and marked at one time. The service provider is also responsible for negotiating and complying with large project agreements agreed to the by the service provider and the excavator involved according to Georgia Dig laws. If necessary the service provider will need to renegotiate current large project agreements with the current excavator to insure uninterrupted service.

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

G. REQUIRED LOCATING EQUIPMENT

The actual locating of utility facilities, called facility locates, shall be performed utilizing instruments that are capable of locating underground facilities either "inductively" or by use of the "conductive" method, as site conditions warrant. A direct contact locate (conductive method) shall always be the preferred method and utilized whenever possible; however, the county realizes there are circumstances that prevent direct connections to the facility being located. The county reserves the right to approve the instruments used by the service provider. The equipment used must be up to date, maintained and should be capable of multiple frequencies.

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

H. ADMINISTRATION

The service provider shall provide such office services and supplies as may be required for proper administration of the service performed. Normal service hours and working days for the service provider's office shall be common with those of the county. Administrative responsibilities on the part of the service provider shall include, but not be limited to:

BL014-26 Page **7** of **30**

receiving, processing, recording, dispatching, closing out and invoicing of locate requests.

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

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

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

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

J. **QUANTITY OF WORK**

The ticket volume for 2024 was a combined total of approximately 250,000 requests from Gwinnett's 3 member codes (GWI90-water, and GWI91- sewer, and GWI92-fiber). We receive a separate ticket for water, sewer and fiber even if they are the same location, in order to respond to all member codes as required by Ga811. A summary of the 2024 and 2025 (year to date) member code breakdown is below. An up-to-date list of Large Project will be provided to the awarded vendor.

(#) Ticket Count Montly Ticket	Creation												
Service Area Code Ticket Type	Jan-24	Feb-24	Mar-24	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	(#) Ticket Count
GWI90 Total	8,351	8,318	9,800	10,926	10,870	10,481	10,493	10,611	8,829	9,111	7,075	6,502	111,367
Damage	116	114	130	191	170	173	168	219	158	180	144	88	1,851
Design	22	32	31	37	30	30	41	44	34	46	36	23	406
Emergency	863	731	707	730	690	760	827	873	736	844	626	736	9,123
LPE	75	69	66	73	71	70	65	78	43	75	63	48	796
LPM	43	39	17	38	30	32	32	24	21	36	14	25	351
Normal	7,232	7,333	8,849	9,857	9,879	9,416	9,360	9,373	7,837	7,930	6,192	5,582	98,840
GWI91 Total	8,342	8,311	9,793	10,925	10,865	10,473	10,487	10,604	8,819	9,101	7,067	6,499	111,286
Damage	116	114	130	191	170	172	168	219	158	180	144	88	1,850
Design	22	32	31	37	30	30	41	44	34	43	36	23	403
Emergency	863	730	705	730	690	760	826	873	736	844	623	736	9,116
LPE	75	69	66	73	71	70	65	77	43	75	62	48	794
LPM	43	39	17	38	30	32	31	24	21	36	14	25	350
Normal	7,223	7,327	8,844	9,856	9,874	9,409	9,356	9,367	7,827	7,920	6,188	5,579	98,770
GWI92 Total	1,826	1,758	1,784	2,011	2,102	1,916	2,166	2,043	1,625	1,890	1,497	1,245	21,863
Damage	32	31	21	35	45	35	44	69	43	50	50	18	473
Design	11	17	13	14	14	14	17	11	16	22	13	13	175
Emergency	116	117	93	122	115	126	144	121	102	157	107	113	1,433
LPE	45	35	33	43	36	34	39	39	19	44	32	25	424
LPM	22	18	8	22	14	15	20	10	11	18	9	11	178
Normal	1,600	1,540	1,616	1,775	1,878	1,692	1,902	1,793	1,434	1,599	1,286	1,065	19,180

BL014-26 Page **8** of **30**

(#) Ticket Count	Montly Ticket	Creation								
Service Area Code	Ticket Type	Jan-24	Feb-24	Mar-24	24-Apr	24-May	24-Jun	24-Jul	24-Aug	(#) Ticket Count
GWI90 Total		6,391	7,179	8,677	9,581	9,477	9,431	9,789	9,092	69,617
Dama	ge	86	100	117	148	128	142	168	135	1,024
Desig	n	35	34	36	56	50	30	40	86	367
Emerge	ncy	781	748	708	729	687	746	776	769	5,944
LPE		74	56	62	61	67	67	77	68	532
LPM		26	21	23	22	37	22	34	31	216
Norm	al	5,389	6,220	7,731	8,565	8,508	8,424	8,694	8,003	61,534
GWI91 Total		6,387	7,175	8,672	9,577	9,473	9,428	9,782	9,082	69,576
Dama	ge	86	100	117	148	128	142	168	135	1,024
Desig	n	35	34	36	56	50	30	40	86	367
Emerge	ncy	781	748	708	729	687	745	775	767	5,940
LPE		74	56	62	61	67	67	77	68	532
LPM		26	21	23	22	37	22	34	31	216
Norm	al	5,385	6,216	7,726	8,561	8,504	8,422	8,688	7,995	61,497
GWI92 Total		1,306	1,379	1,553	1,706	1,671	1,806	1,852	1,772	13,045
Dama	ge	24	28	35	51	42	39	39	34	292
Desig	n	16	21	20	24	26	14	17	58	196
Emerge	ncy	128	116	108	102	97	127	121	136	935
LPE		44	29	35	37	31	35	43	33	287
LPM		18	8	15	11	17	9	21	16	115
Norm	al	1,076	1,177	1,340	1,481	1,458	1,582	1,611	1,495	11,220

K. MEASUREMENT AND PAYMENT

Only those items identified in the bid schedule or added by addendum will be measured for payment by the units listed in the bid schedule and/or addendum and paid for at the contract prices. Payments will be made at monthly intervals by taking the total bid amount and dividing it by 12(the number of months in contract) once all of the service providers responsibilities have been met.

Page **9** of **30**

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

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

BID SCHEDULE

Delivery will be F.O.B. Destination, freight pre-paid and allowed to: Gwinnett County Department of Water Resources – Central Facility, 684 Winder Hwy, Lawrenceville, GA 30045

ITEM #	DESCRIPTION	ANNUAL QTY (A)	MONTHLY PRICE (B)	TOTAL PRICE (A * B)
1	All-Inclusive Monthly Flat Fee Rate to Provide Locating Services MAR 1, 2026 – DEC 31, 2026 (Year One)	10 Months	\$	\$
2	All-Inclusive Monthly Flat Fee Rate to Provide Locating Services JAN 1, 2027 – DEC 31, 2027 (Year Two)	12 Months	\$	\$
3	All-Inclusive Monthly Flat Fee Rate to Provide Locating Services JAN 1, 2028 – DEC 31, 2028 (Year Three)	12 Months	\$	\$
4	All-Inclusive Monthly Flat Fee Rate to Provide Locating Services JAN 1, 2029 – DEC 31, 2029 (Year Four)	12 Months	\$	\$
5	All-Inclusive Monthly Flat Fee Rate to Provide Locating Services JAN 1, 2030 – DEC 31, 2030 (Year Five)	12 Months	\$	\$
			TOTAL PRICE:	\$

NOTE: Pricing submitted should be rounded to the nearest 2 decimal places.

COMPANY NAME		

BL014-26 Page **10** of **30**

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

BID SCHEDULE (CONTINUED)

The services to be performed under this Agreement shall commence on March 1, 2026, or upon award. The initial term of this Agreement shall be through December 31, 2026. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of five (5) years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

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.

Termination for fund appropriation: The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the County's termination of this Agreement for fund appropriation, 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 Service Provider which shall itemize each element of performance.

	Bid Preparation	Signature	Date
The undersigned acknowledges re	eceipt of the following addenda	a, listed by number and date as issued	l appearing on each:
Addendum No.	Date	Addendum No.	Date
Vendors" and all documents refer the date of bid opening, to furnis delivered to the designated point	red to therein, if this bid is acc sh any or all of the items upon (s) within the time specified in	d acknowledges all requirements out epted by the Board of Commissioners n which prices are quoted, at the pric n the fee schedule. By submission of	s within ninety (90) days of ce set opposite each item,
	ce of award. For more inform	ods and services. Vendors should se mation on electronic payments, plea	
of electronic payment upon noti	ce of award. For more informations to vendors.	mation on electronic payments, plea	
of electronic payment upon noti Payment information in the instru Legal Business Name	ce of award. For more informations to vendors.	mation on electronic payments, plea	se refer to the <u>Electronic</u>
of electronic payment upon noti Payment information in the instru Legal Business Name	ce of award. For more informations to vendors.	mation on electronic payments, plea	se refer to the <u>Electronic</u>
of electronic payment upon noti Payment information in the instru Legal Business Name Address Does your company currently have	ce of award. For more informations to vendors. e a location within Gwinnett Co	mation on electronic payments, plea	se refer to the <u>Electronic</u>
of electronic payment upon notice Payment information in the instruction in the instructi	ce of award. For more informations to vendors. e a location within Gwinnett Co	nation on electronic payments, plea	ase refer to the <u>Electronic</u>

Telephone Number ______ Fax Number _____ E-mail Address___

BL014-26 Page **11** of **30**

GWINNETT COUNTY, GEORGIA LIST OF SUBCONTRACTORS

I do _	, do not	_, propose	to	subcontract	some	of	the	work	on	this
proje	ect. I propose to Subcontract w	ork to the	foll	owing subcor	ntracto	rs:				

NAME AND ADDRESS	TYPE OF WORK

Company Name	<u> </u>	

BL014-26 Page **12** of **30**

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 within the past seven (7) years.

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		
		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		
	Contract Amount \$	Start Date	
	Contact Person	Telephone	
	E-Mail Address		
Comp	pany Name		



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

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

BL014-26 Provision of Locating Services on a Multi-Year Contract

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 vendor, its affiliates or its subcontractors:

1.		
	Company Submitting Bid/Proposal	
	Please select one of the following: ☐ No information to disclose (complete only section) ☐ Disclosed information below (complete section)	
3.	If additional space is required, please attach list:	
	Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
	Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
4.	BY:Authorized Officer or Agent Signature	Sworn to and subscribed before me this
	Printed Name of Authorized Officer or Agent	day of, 20
	Title of Authorized Officer or Agent of Contractor	Notary Public
		(seal)

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



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BL014-26 Provision of Locating Services on a Multi-Year 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 Ic	lentification Number	Date Reg	stered
Legal Company	Name	-	
Street Address			
City/State/Zip Co	ode		
	red Officer or Agent etor Signature)	Date	
·	· ,		For Gwinnett County Use Only:
Title of Authorize	ed Officer or Agent of Cor	ntractor	Document ID #
SUBSCRIBED AN		 ent	Issue Date:
BEFORE ME ON DAY OF	THIS THE , 20)	
Notary Public My Commission	Expires:		

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

BL014-26 Page **15** of **30**



GWINNETT COUNTY FINANCIAL SERVICES | RISK MANAGEMENT

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)\$2,000,000Products/Completed Operations Aggregate\$2,000,000Personal & Advertising Injury Liability\$1,000,000Each 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

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.

BL014-26 Page **16** of **30**

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading

Contractual Liability

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

Workers Compensation Georgia State Statutory Limits

Employers Liability

Bodily Injury by Accident – Each Accident \$ 500,000 Bodily Injury by Disease – Policy Limit \$ 500,000 Bodily Injury by Disease – Each Employee \$ 500,000

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

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

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

BL014-26 Page **17** of **30**

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. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.
- D. Certificate Holder should read: Gwinnett County Board of Commissioners 75 Langley Drive Lawrenceville, GA 30046-6935

BL014-26 Page **18** of **30**

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 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.

BL014-26 Page 19 of 30

<u>Surety Bonds (if required)</u>
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.

BL014-26 Page **20** of **30**

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

BLXXX-26

Buyer Initials: JM

IF YOU DESIRE	TO SUBMI	T A "NO I	BID" IN RESPO	ONSE TO THIS	S PACKAGE, F	PLEASE	INDICAT	E BY CHE	CKING ONE
OR MORE OF 1	THE REASO	NS LISTE	ED BELOW AN	ND 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
COMF	PANY NAME
AUTH	IORIZED REPRESENTATIVE
	SIGNATURE

BL014-26 Page **21** of **30**

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.
- FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
- FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
- 5. FAILURE TO PROVIDE BID BOND, <u>WHEN REQUIRED</u>, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. <u>BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS</u>. 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.

BL014-26 Page **22** of **30**

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.

BL014-26 Page **23** of **30**

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

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

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

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower 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

BL014-26 Page **24** of **30**

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

BL014-26 Page **25** of **30**

B. 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.

- C. 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.
- D. 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

BL014-26 Page **26** of **30**

of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

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

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

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

XVI. NON-COLLUSION

Vendor 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.

BL014-26 Page **27** of **30**

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.

BL014-26 Page **28** of **30**

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.

BL014-26 Page **29** of **30**

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. (0.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

BL014-26 Page **30** of **30**

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.gwinnettcounty.com.

XXXIV. ELECTRONIC PAYMENT

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online 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 fourth floor of the Charlotte J. Nash Building. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED.