REQUEST FOR PROPOSAL
RP030-18

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Consultants for Purchase of an Alternative Ozone Dissolution System at the F. Wayne Hill Water Resource Center (FWH WRC) for the Department of Water Resources.

Proposal Opening Date and Location
Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on November 5, 2018 at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Question Submittal Instructions
Questions regarding proposals should be directed to Shelley McWhorter at shelley.mcwhorter@gwinnettcounty.com or by calling 770-822-8734, no later than October 23, 2018. Proposals are legal and binding upon the bidder when submitted.

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

Insurance
All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. The bid bond, payment bond, and performance bond must have an A.M. Best rating of A-5 or higher.

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

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

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

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

Shelley McWhorter
Shelley McWhorter, CPPB
Purchasing Associate III

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

Buyer Initials: SM

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

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

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

COMPANY NAME ______________________________________________________________________

AUTHORIZED REPRESENTATIVE __________________________________________________________

SIGNATURE
I. **PURPOSE**

The GCDWR hereby requests Proposals from firms for the purchase of an alternative ozone dissolution system for the pre-ozone and post-ozone contactors at the F. Wayne Hill Water Resource Center (FWH WRC) to eliminate ambient ozone offgas releases at the pre-ozone and post-ozone contactor inlet channels. These offgas events are attributed to ozone gas accumulation and surging in the existing downflows tubes of each contactor train during low plant flows, resulting in the release of high concentration ozone gas into the inlet channels. The inlet channels are not sealed so any ozone gas released into the channel headspace can escape through grated openings, presenting a health and safety issue for plant personnel.

The purpose of this solicitation is to determine the best ozone dissolution system for this project. The GCDWR will select the best ozone dissolution technology for implementation under this project based on a technical review of the CFD report and information submitted in response to this proposal. The new ozone dissolution equipment will be installed in the second chamber of four pre-ozone contactors and the first chamber of four post-ozone contactors and will be connected to the existing sidestream venturi injection (SSVI) piping system for each contactor. Mechanical and structural record drawings for the pre- and post-ozone contacting systems are provided in Attachment 1.

II. **Existing Ozone Dissolution System**

Tables 1 and 2 below provide information on the current ozone dissolution system for the pre- and post-ozone contactors. These tables, together with the record drawings in Attachment 1, should be used as the basis for submitting a proposal for this proposal.

<table>
<thead>
<tr>
<th><strong>Table 1. Pre-Ozone Contactor</strong></th>
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<tbody>
<tr>
<td><strong>Pre-Ozone Contactor (Existing)</strong></td>
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<tr>
<td>Number of Pre-Ozone Contactor Trains</td>
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<tr>
<td>Design Flow Per Contactor Train</td>
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<tr>
<td>Number of Downflow Tubes Per Contactor Train</td>
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<tr>
<td>Total Number of Downflow Tubes</td>
</tr>
<tr>
<td>Downflow Tube Diameter</td>
</tr>
<tr>
<td>Number of Ozone Sidestream Pipelines per Contactor</td>
</tr>
<tr>
<td>Ozone Sidestream Pipe Size to Downflow Tube</td>
</tr>
<tr>
<td>Dissolution Cell Length</td>
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<tr>
<td>Dissolution Cell Width</td>
</tr>
<tr>
<td>Dissolution Cell Area</td>
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<tr>
<td>Dissolution Cell Minimum Sidewater Depth to Floor</td>
</tr>
<tr>
<td>Dissolution Cell Minimum Sidewater Depth to Diffuser Outlet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Sidestream Injection System (Existing)</strong></th>
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<tbody>
<tr>
<td>Number of Injectors per Contactor</td>
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<tr>
<td>Total Number of Injectors</td>
</tr>
<tr>
<td>Injector Manufacturer and Model Number</td>
</tr>
<tr>
<td>Injector Inlet/Outlet Flange Size (water side)</td>
</tr>
<tr>
<td>Design Gas Flow per Injector at Zero Gas Inlet Pressure</td>
</tr>
<tr>
<td>Maximum Gas Flow per Injector (Operational History)</td>
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<tr>
<td>Design Water Flow Per Injector</td>
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<tr>
<td>Maximum Water Flow per Injector (Operational History)</td>
</tr>
<tr>
<td>Injector Motive Water Pressure</td>
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<tr>
<td>Injector Motive Water Outlet Pressure</td>
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</tbody>
</table>
Table 2. Post-Ozone Contactor

<table>
<thead>
<tr>
<th>Post-Ozone Contactor (Existing)</th>
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</thead>
<tbody>
<tr>
<td>Number of Post-Ozone Contactor Trains</td>
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<tr>
<td>Design Flow Per Contactor Train</td>
</tr>
<tr>
<td>Number of Downflow Tubes Per Contactor Train</td>
</tr>
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<td>Total Number of Downflow Tubes</td>
</tr>
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<td>Downflow Tube Diameter</td>
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<tr>
<td>Dissolution Cell Width</td>
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<tr>
<td>Dissolution Cell Area</td>
</tr>
<tr>
<td>Dissolution Cell Minimum Sidewater Depth to Floor</td>
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<tr>
<td>Dissolution Cell Minimum Sidewater Depth to BNM</td>
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</tbody>
</table>

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<th>Sidestream Injection System (Existing)</th>
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<tr>
<td>Injector Motive Water Pressure</td>
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</tr>
</tbody>
</table>

### III. RFP Format and Proposal Submittal

#### A. Phase 1

Phase 1 will be used to assess firms’ test plan to conduct a CFD analysis of their product. This CFD analysis of both the pre- and post-ozone contactors will be used for the purpose of optimizing the design and layout and predicting treatment performance with respect to meeting ozone mass transfer guarantees, gas-liquid mixing efficiency in the contactor dissolution chambers, and elimination of gas bubble migration into the downflow tubes of each contactor.

1. Provide a detailed test plan for performing a CFD analysis on the proposed design for the pre- and post-ozone contactors. The plan should include the following topics (at a minimum):
   a. Modeling of the existing pre- and post-ozone contactor structures and SSVI piping system.
   b. Modeling of proposed design for pre- and post-ozone contactors.
   c. Single-phase flow analysis for pre-ozone contactor train at design flow of 20 mgd and three downflow tubes in service per train.
   d. Single-phase flow analysis for post-ozone contactor train at design flow of 20 mgd and three downflow tubes in service per train.
   e. Multi-phase flow analysis for pre-ozone contactor train at design flow of 20 mgd, ozone gas flow of 44 scfm per BNM/ORD and sidestream pumping rate of 300 gpm per BNM/ORD.
f. Multi-phase flow analysis for pre-ozone contactor train at design flow of 20 mgd, ozone gas flow of 24 scfm per BNM/ORD and sidestream pumping rate of 300 gpm per BNM/ORD.

g. Analysis of CFD results to meet the following requirements: (1) Zero back gas flow migration in the downflow tubes, (2) homogenous mixing of ozonated sidestream flow with main flow, (3) verification of 95 percent MTE guarantee.

2. Provide a firm schedule for performing the CFD analysis and preparing the CFD report. GCDWR will reimburse firms submitting a CFD analysis for Phase 2 up to $12,000.00 for the cost of the analysis.

B. Phase 2

If the firm is invited to submit for Phase 2, the proposal submittal will be evaluated. This will consist of the CFD analysis results, references for installed projects, technical information on your proposed solution, and support offered by your company during and after installation.

1. Provide the complete results of your CFD analysis.

2. Provide reference information for 3-5 ozone dissolution projects supplied by the responder with plant capacities of at least 20 mgd and in operation for at least two years. The following information should be provided in tabular format:
   a. Location, Facility Name
   b. Plant Capacity (in mgd)
   c. Ozone Production Capacity (in lb/day)
   d. Number and capacity of equipment installed (total ozone gas flow in scfm)
   e. Year of equipment purchase
   f. Date facility became operational
   g. Contact name, telephone number and email address.

3. Provide information on your proposed solution sufficient for the selection team to determine its appropriateness for this project. This can include marketing brochures, technical memorandum, white papers, etc.

4. Provide information on the support your company provides during and after installation. This is to include certification, warranty, technical oversight and any other support provided.

C. Phase 3

In a separate sealed envelope, submit proposed pricing for the purchase of your proposed solution. The fee must be submitted as part of Phase I.

IV. Proposal Evaluation Criteria

The proposals will be reviewed by a selection team composed of County personnel. During the first phase of the evaluation, the Selection Team will have access to all proposal materials. Table 1 is a list of the criteria that will be used in the evaluation of the proposals and their relative weights shown as point values (Maximum total = 100 not including the optional presentation). The selection team will use these criteria to select the vendor.
<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
</tr>
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<tbody>
<tr>
<td><strong>Phase 1</strong></td>
<td></td>
</tr>
<tr>
<td>Assessment of CFD Analysis Test Plan and Schedule</td>
<td></td>
</tr>
<tr>
<td><strong>Phase 2</strong></td>
<td></td>
</tr>
<tr>
<td>1. CFD Analysis</td>
<td>60</td>
</tr>
<tr>
<td>2. References for installed applications</td>
<td>10</td>
</tr>
<tr>
<td>3. Technical information on proposed solution</td>
<td>10</td>
</tr>
<tr>
<td>3. Support during and after installation</td>
<td>10</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>90</td>
</tr>
<tr>
<td><strong>Phase 3</strong></td>
<td></td>
</tr>
<tr>
<td>Proposal Fee Schedule</td>
<td>10</td>
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<tr>
<td><em>(submitted in a separate sealed envelope with Phase 2 submittal)</em></td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
<tr>
<td>Optional Interview/Presentation</td>
<td>20</td>
</tr>
</tbody>
</table>

**Basis of Short-Listing / Selection**

GCDWR will select the highest scoring firms that best demonstrate that they would add the most value toward achieving the key objective. Gwinnett County’s selection teams will review proposals using a three-phase process as follows:

**Phase 1** – The firm’s test plan and schedule for conducting a Computational Fluid Dynamic (CFD) analysis will be reviewed. GCDWR may request revisions to the plan and schedule. Once the plan and schedule is agree on, selected firms will be invited to submit for Phase 2. The firms will perform this CFD analysis and cost will be paid for by Gwinnett County up to $12,000.00.

**Phase 2** – In this Phase, the CFD analysis and proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the assigned point values described in the table above.

**Phase 3** – After Phase 2 results are scored, the Proposal Fee Schedules will be opened, evaluated, and scored.

**Interview/Presentation** - At GCDWR’s discretion or as deemed in GCDWR’s best interest, firms may be short-listed again for an interview. At this time, GCDWR may request further information, explanations, clarifications, presentations, interviews and/or meetings with some or all of the remaining firms.

If interviews are necessary for selection, evaluation will be performed using a 0-20 point scoring system.

If the recommended firm is unable to execute a contract, the County may then negotiate with the second highest scoring firm and so on until a satisfactory agreement has been reached.
REFERENCES

Provide reference information for 3-5 ozone dissolution projects supplied by the responder with plant capacities of at least 20 mgd and in operation for at least two 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. Location/Facility Name ____________________________________________
   Plant Capacity (mgd) ____________________________________________
   Ozone Production Capacity (lb/day) ________________________________
   Number and capacity of equipment installed (total ozone gas flow in scfm) __________
   Year of equipment purchase __________ Date facility became operational __________
   Contract Amount $ ________________
   Contact Person __________________________ Telephone ______________________
   E-Mail Address ________________________________________________

2. Location/Facility Name ____________________________________________
   Plant Capacity (mgd) ____________________________________________
   Ozone Production Capacity (lb/day) ________________________________
   Number and capacity of equipment installed (total ozone gas flow in scfm) __________
   Year of equipment purchase __________ Date facility became operational __________
   Contract Amount $ ________________
   Contact Person __________________________ Telephone ______________________
   E-Mail Address ________________________________________________

3. Location/Facility Name ____________________________________________
   Plant Capacity (mgd) ____________________________________________
   Ozone Production Capacity (lb/day) ________________________________

Company submitting proposal ____________________________________________
### REFERENCES CONTINUED

3 (cont’d). Number and capacity of equipment installed (total ozone gas flow in scfm)

<table>
<thead>
<tr>
<th>Year of equipment purchase</th>
<th>Date facility became operational</th>
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</thead>
<tbody>
<tr>
<td>Contract Amount $</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Telephone</td>
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<tr>
<td>E-Mail Address</td>
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4. Location/Facility Name

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Company submitting proposal
COST PROPOSAL

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Computational Fluid Dynamic analysis (Gwinnett County to reimburse up to $12,000)</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Ozone Dissolution System</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL** $

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

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
<th>Addendum</th>
<th>Date</th>
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</table>

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

Legal Business Name

Federal Tax ID

Complete Address

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

Representative Signature _______________________________ Printed Name _______________________________

Telephone Number _______________________________ Fax Number _______________________________

E-mail address _______________________________
CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

_________________________________________  _____________________
E-Verify * User Identification Number   Date Registered

_________________________________________
Legal Company Name

_________________________________________
Street Address

_________________________________________
City/State/Zip Code

BY:   Authorized Officer or Agent
      (Contractor Signature)

_________________________________________
Title of Authorized Officer or Agent of Contractor

_________________________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
      ___ DAY OF ____________________, 201__

____________________________________________
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).

For Gwinnett County Use Only:
Document ID #___________________
Issue Date: _________________
Initials: ______________________

Printed by Winner of the Annual Achievement of Excellence Award in Procurement since 1999
**CODE OF ETHICS AFFIDAVIT**

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

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

1. (Company Submitting Bid/Proposal)

2. (Please check □ one box below)
   - □ No information to disclose *(complete only section 4 below)*
   - □ Disclosed information below *(complete section 3 & section 4 below)*

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

<table>
<thead>
<tr>
<th>Gwinnett County Elected Official Name</th>
<th>Gwinnett County Elected Official Name</th>
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4. Sworn to and subscribed before me this □ day of ____________, 20□

   BY: __________________________________________
   
   Authorized Officer or Agent Signature

   ________________________________
   
   Printed Name of Authorized Officer or Agent

   Notary Public

   ________________________________
   
   Title of Authorized Officer or Agent of Contractor

   (seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)
GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS

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

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

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

IV. SUBMISSION OF PROPOSALS
A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if testing does not destroy items.
D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished.

F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.

H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS
No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

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

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

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

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

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

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, 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 proposal as required in the proposal package or document. Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.

X. DISCOUNTS
A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
XI. AWARD
A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

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

C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS
Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm’s solicitation response. If there are “exceptions” or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

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

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

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

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

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

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

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

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

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

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettccounty.com

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County’s virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County’s virtual credit card payment process.

B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online Vendor Login and Registration on the County’s web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.
The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County’s Web Site or click here -> Gwinnett County Electronic Payments.

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

Take I-85 north 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 to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.