



August 13, 2019

INVITATION TO BID
BL093-19

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract** with One (1) Option to Renew for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **September 10, 2019** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Shelley McWhorter, Purchasing Associate III at shelley.mcwhorter@gwinnettcounty.com or by calling 770-822-8734, no later than August 29, 2019. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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.**

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

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

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

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

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

Shelley McWhorter

Shelley McWhorter, CPPB
Purchasing Associate III

/smm



Proud Winner of the Annual **Achievement of Excellence Award** in Procurement since 1999

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

SUPPLIER NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

A. SCOPE

The intent of this contract is to obtain pricing for Water Treatment and Water Reclamation Chemicals on an Annual Contract. Pricing may be submitted for a twelve-month contract with one additional one year period. Suppliers may submit pricing for one, multiple, or all chemicals.

The County will evaluate each option and determine which option will provide the County with an overall low responsive bid. The County will make an award deemed in its best interest.

Existing contracts are in place for products included in this bid. At the discretion of Gwinnett County, contract orders for a given product under this contract will not commence until the existing contract or contract renewal period expire per the table below (except #7 Liquid Ferric Sulfate whose contract orders may begin upon award of this contract):

	Product	Description	BL#	Expiration
1	Liquid Sodium Hydroxide (Caustic Soda)	Bulk Solution	BL116-18	12/21/19
2	Calcium Hypochlorite (dry)	Dry Product in Buckets	BL086-16	12/19/19
3	Chlorine (Liquid)	Liquid in Std DOT Containers	BL116-18	12/21/19
4	Phosphate Corrosion Inhibitor	Bulk Solution	BL086-16	12/19/19
5	Fluorosilicic Acid	Bulk Solution	BL086-16	12/19/19
6	Liquid Calcium Hydroxide (Lime Slurry)	Bulk Slurry	BL086-16	12/19/19
7	Liquid Ferric Sulfate	Solution in Totes	n/a	n/a
8	Liquid Ferric Chloride	Solution in 100 Gallon Containers	BL116-18	12/21/19
9	Liquid Oxygen (LOX)	Bulk Liquid	BL086-16	12/19/19
10	Liquid Nitrogen	Bulk Liquid	BL086-16	12/19/19
11	Calcium Nitrate	Bulk Solution	BL086-16	12/19/19
12	Calcium Oxide (Quicklime)	Bulk Dry Product	BL086-16	12/19/19
13	Aluminum Sulfate (Liquid Alum)	Bulk Solution	BL116-18	12/21/19
14A	Sodium Hypochlorite (bulk liquid 12.5%)	Bulk Solution	BL132-17	1/16/20
14B	Sodium Hypochlorite (tote liquid 12.5%)	Solution in Totes	BL132-17	1/16/20
15A	Citric Acid Based Cleaner (bulk)	Bulk Solution	BL132-17	1/16/20
15B	Citric Acid Based Cleaner (tote)	Solution in Totes	BL132-17	1/16/20
16	Hydrochloric Acid (32%)	Solution in Totes	BL116-18	12/21/19
17	Liquid Magnesium Hydroxide	Bulk Solution	BL086-16	12/19/19

B. REQUIREMENTS

- All items must meet the "Requirements for All Chemicals and All Vendors" specifications, as well as the individual specifications for that specific item.
- Quantities listed are estimated based on historical usage and no guarantee as to amounts to be purchased is implied.
- Gwinnett County will order product on an "as needed" basis.
- Technical services shall be provided by the supplier upon request as detailed in "Requirements for All Chemicals and All Vendors"
- Unit Pricing:
 - Bidders are requested to enter unit cost for each item for which a bid is submitted (the unit price should only use two decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.)
 - All prices shall be F.O.B. destination delivered to various county delivery addresses. See "Requirements for All Chemicals and All Vendors"
- Successful vendor shall be required to supply Gwinnett County with Safety Data Sheets (SDS) on chemical, as detailed in "Requirements for All Chemicals and All Vendors".

7. Samples: When requested, vendors must supply samples of proposed products at no cost to Gwinnett County for evaluation by Gwinnett County to determine specification compliance. Costs for such analyses will be borne by Gwinnett County. During the contract period, samples may be collected and analyzed by Gwinnett County upon delivery to determine specification compliance. Shipments that do not meet specifications will be rejected, and all cost for shipment, analysis, and removal/clean out will be the responsibility of the vendor.
8. Invoices: Successful vendor must submit invoices at the unit price bid with the signed receipt tickets showing the accurate weight received. All invoices must show date received, Gwinnett County order number and the Gwinnett County bid number.
9. Delivery:
 - a. Clean up of spills that occur during delivery shall be the responsibility of the supplier.
 - b. Only quantities specifically ordered for each location will be accepted due to storage vessel size or other on- site limitations.
 - c. No partial deliveries will be accepted without prior approval.
 - d. Each delivery must be signed by an attendant at the delivery site. Each delivery ticket must reflect the actual amount of product delivered at that site. It is the vendor's responsibility to measure the amount being delivered to each location. Each location must be invoiced separately.
 - e. For bulk deliveries to the Filter Plants(FP) the entire tractor and tanker must fit on a 60' scale at the Lanier FP and a 72' scale at the Shoal Creek FP.
10. Due to the extreme importance of these materials to the efficient operation of the Gwinnett County operations, each bidder must confirm with supplier that they can supply/allocate material to Gwinnett County prior to submitting a bid.
11. 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 without permission of 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. Violations will be reviewed by the Purchasing Director. 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.
12. 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.
13. 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.

C. SPECIFICATIONS

See the tabular specifications on the following pages for requirements in the following categories:

1. Standards and Certifications – This section contains references to AWWA, NSF, ASTM, and other standards and certifications required to be met for the various products.
2. Delivery Locations and Projected Annual Quantities – This section contains the name of the facility that may order and receive the chemical, and a projected quantity that is provided for reference only. Actual quantities will differ from the quantities provided, and some chemicals may not be ordered at all. Refer to the Delivery Locations table for facility addresses and contact information.
3. Material Specifications – This section contains requirements for chemical concentrations, purities, exceptions to standards, and other specifics of the product to be delivered.

4. Vendor Requirements – This section contains delivery requirements, submittal requirements, and other items incumbent upon the vendor to provide.
5. Testing, Verification & Payment – This section contains verification methods for delivered quantities, labeling requirements, sampling and testing requirements and options, payment terms, and other related information.
6. Compliance Sheets
Each numbered specification line item contains a field for “Comply” and one for “Exception”. Check the “Comply” field if the specification WILL BE complied with, without any exceptions. Check the “Exception” field if the specification WILL NOT BE complied with, and provide an attached explanation of the requested exception. Exceptions will be evaluated by Gwinnett County staff and may be cause for rejection of the bid if the exception will cause a performance issue or other unacceptable condition in the opinion of Gwinnett County staff.

ABBREVIATIONS AND ACRONYMS

The following abbreviations and acronyms are used in the product specifications:

Abbreviations and Acronyms	
ARV	Air Release Valve
ASTM	ASTM International (formerly American Society for Testing & Materials)
AWWA	American Water Works Association
FMCSA	Federal Motor Carrier Safety Administration
FOB	Freight On Board (prepaid and allowed)
FP	Filter Plant (Water Production)
GCDWR	Gwinnett County Department of Water Resources
NSF	NSF International (formerly National Sanitation Foundation)
ppm	Parts per Million
PS	Pump Station (Water Reclamation)
SCADA	Supervisory Controls and Data Acquisition
SDS	Safety Data Sheets (formerly Material Safety Data Sheets or MSDS)
USDOT	United States Department of Transportation
WRC	Water Resources Center
WRF	Water Reclamation Facility

Delivery locations for products are listed on the following page. A contact person is identified, and is current at the time of this advertisement. Obtain updates from GCDWR as necessary throughout the contract duration.

Note: Suppliers qualifying their bid by requiring minimum delivery orders may be deemed non-responsive.

Facility	Street Address	City
Alcovy River PS	1344 Hwy 29	Lawrenceville
Azalea ARV	Azalea Drive & Buford Drive	Lawrenceville
Bailey Road PS	120 Hillside Bend Crossing	Lawrenceville
Beaver Ruin PS	3530 Cruse Rd	Lawrenceville
Brooks Road PS	1180 Brooks Rd	Lawrenceville
Brookwood HS PS	1330 Holly Brook Rd	Snellville
Campbell Road PS	1245 Misty Valley Court	Dacula
Chandler Road PS	578 Leaflet Ives Dr.	Lawrenceville
Crooked Creek WRF	6556 Plant Drive	Norcross
Dacula Road PS	1183 Dacula Rd	Dacula
F. Wayne Hill WRC	3320 Financial Center Way	Buford
Fairmont PS	2505 Merrion Park	Dacula
Hebron Church PS	190 Hebron Church Rd	Dacula
Hog Mountain PS	2910 Old Fountain Rd	Dacula
Ivy Creek PS	3320-C Financial CTR Way	Buford
Jim Moore Road PS	3501 Jim Moore Rd	Dacula
Lanier Filter Plant	2601 Buford Dam Road	Buford
Level Creek PS	5138 Settles Bridge Rd.	Suwanee
Lower Big Haynes PS	2680 Centerville Rosebud Rd	Loganville
Mulberry PS	1575 Turtle Pond Drive	Dacula
N F Peachtree Creek PS	6782 Crescent Drive	Norcross
N F Plantation PS	1359 Hillside Drive	Snellville
NBC PS	2735 Springdale Rd	Snellville
NCI PS	4858 River Hollow Run	Norcross
Norris Lake PS	4298 McCord Livesey Rd	Lithonia
Parker Woods 1 PS	1761 Pucketts Drive	Lilburn
Patterson PS	152 Arnold Rd	Lawrenceville
Shoal Creek Filter Plant	1755 Buford Dam Road	Buford
Suwanee Creek PS	1758 Peachtree Ind. Blvd.	Suwanee
Trotters Ridge PS	2888 Ross Rd	Snellville
Wolf Creek PS	4511 Jones Bridge Road	Norcross
Yellow River WRF	858 Tom Smith Road	Lilburn

COMPLIANCE SHEETS

Specification	00. Requirements for All Chemicals and All Vendors	Comply	Exception
1	Standards and Certifications		
1.1	Follow specific requirements included herein for each chemical.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Projected quantities are for reference only and are based on historical use, where data is available. Actual quantities will vary. Facilities will order chemicals at their discretion on an as-needed basis, depending on use and storage capabilities.		
2.2	Refer to the Delivery Locations table for addresses of each facility expected to receive chemicals.		
3	Material Specifications		
3.1	Follow specific requirements included herein for each chemical. Chemicals are generally intended for use in potable water treatment and wastewater reclamation.		
3.2	If product is specified to meet NSF 60, certify proof using an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Chemicals - Health Effects. Submit certification with bid.		
4	Vendor Requirements		
4.1	All prices are FOB destination, delivered to the locations included herein for each chemical. This means shipping is included in the bid amount and will not be charged separately. Also, the goods remain in the vendor's ownership until they are off-loaded at the destination.		
4.2	Where applicable, comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.3	Deliver chemicals between 7:00 am and 3:00 pm during normal business days only (no County holidays nor weekend deliveries except for emergencies declared by GCDWR).		
4.4	Clean up all spills that occur during delivery of chemicals. Notify facility personnel of any spills. Notify facility personnel if any chemical reaches a storm drain or other on-site conveyance system.		
4.5	If the bulk delivery truck's prior content was a chemical other than the one to be delivered, thoroughly clean out the truck's tank(s) and verify that no cross-contamination has occurred.		
4.6	Upon request of GCDWR facility staff, provide technical services not to exceed 8 man-hours per chemical per location per year. Include technical services in bid prices. No separate payment for technical services will be made. Additional technical services may be required for certain chemicals. Any such additional services and compensation therefor will be called out for the applicable chemicals in their respective specifications.		
4.7	After each order is placed, FAX or email bill of lading, security seal numbers, driver information including legible copy of driver's license, and certificate of analysis (including specific gravity and pH) to the Plant Manager who placed the order.		
4.8	Upon each delivery provide a bill of lading, certificate of analysis (including specific gravity and pH), NSF Certification (if delivering to a water treatment or distribution facility), and Safety Data Sheets for each chemical to each location where it will be delivered.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	00. Requirements for All Chemicals and All Vendors	Comply	Exception
4.9	Note that GCDWR plant personnel will not assist delivery drivers by operating any equipment on or associated with the delivery truck, nor by providing fittings or hoses, compressed air, or containment materials for leaks of any size.		
4.10	When requested, provide samples of chemicals to be tested by GCDWR. Include cost of samples in the bid cost for chemicals. No separate payment for samples will be made. GCDWR will bear the cost of testing and analysis.		
4.11	Only the quantities ordered at each site will be accepted.		
4.12	Vendors qualifying their bid by requiring minimum delivery orders will be deemed non-responsive.		
4.13	Submit a list of three (3) references where purchase of comparable size and scope has been completed, listing customer name, address, brief description of project, and contact person name, email address, and phone number.		
4.14	Individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate nor continue any verbal or written communications regarding a solicitation with any County officer, elected official, or employee or other County representative without permission of 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. Violations will be reviewed by the Purchasing Director. If it is determined that such communication has occurred and has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration of award.		
4.15	Indicate any requested exceptions to specifications by checking the appropriate box to the right of the specification. If the bidder intends to meet the specification, indicate this in the appropriate column ("Comply") to the right. If any requested exceptions are indicated in the columns to the right ("Exception") elaborate on the nature of the exception(s). Attach additional sheets as necessary to convey the details of all requested exceptions to these specifications. At the discretion of GCDWR, exceptions to the specifications may be cause for rejection of bids.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	00. Requirements for All Chemicals and All Vendors	Comply	Exception
5	Testing, Verification & Payment		
5.1	Follow specific requirements included herein for each chemical.		
5.2	Samples of delivered chemicals may be taken by GCDWR and analyzed at GCDWR expense. Shipments that do not meet specifications will be rejected, and all costs for shipment, analysis, and removal/clean-out of tanks and other equipment will be charged to the vendor.		
5.3	Obtain the signature of the attendant at the delivery site on the delivery ticket. Show the actual amount of product delivered on the delivery ticket. Invoice each delivery location separately.		
5.4	Provide the delivery driver's valid commercial driver's license to the attendant upon arrival to the delivery site. Provide current contact information for the dispatcher.		
5.5	Missing or damaged seals on tankers and containers may be cause for rejection of any delivery. In some cases, seal numbers will be required to be sent to the delivery location prior to shipment. Products with seal numbers not meeting this transmittal will be rejected.		
5.6	All bulk chemical deliveries must weigh in and out on GCDWR truck scales. If any discrepancy exists between the delivery ticket(s) and the measured quantity by GCDWR (net on-site weight or change in bulk tank level) the measured quantity will be used for payment.		
5.7	Submit invoices at the awarded unit price(s) with signed receipt tickets showing the quantity received. Show date received, GCDWR order number and GCDWR contract number on the invoice.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	01. Liquid Sodium Hydroxide (Caustic Soda)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B501-13 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification following AWWA B501-13 Section 4.3.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC - 240,000 gallons		
2.2	Yellow River WRF - 40,000 gallons		
2.3	Crooked Creek WRF - 6,000 gallons		
2.4	Alcovy River PS - 1,440 gallons		
2.5	Ivy Creek PS - 1,000 gallons		
2.6	Level Creek PS - 6,500 gallons		
2.7	NCI PS - 7,000 gallons		
3	Material Specifications		
3.1	Deliver bulk prepared liquid solution of 25% Sodium Hydroxide in water, standard (commercial or diaphragm) grade.		
3.2	Meet purity requirements of AWWA B501-13 Section 4.3.1 (or latest revision if newer AWWA standard has been published).		
4	Vendor Requirements		
4.1	Ship in bulk by manufacturer's tanker or a certified food grade carrier.		
4.2	Deliver product within 72 hours of order placement by GCDWR		
4.3	Deliveries may be greater or less than 500 gallons, depending on location and circumstances.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Submit certified analysis including: Alkalinity as NaOH (%), Alkalinity as Na ₂ O (%), Sodium Carbonate as Na ₂ CO ₃ (%), Sodium Chloride as NaCl (%), Sodium Sulfate as Na ₂ SO ₄ (%), Iron as Fe (ppm), Arsenic (ppm), Nickel (ppm), and Copper (ppm).		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of solution received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR.		
5.3	GCDWR will draw two (2) samples. First sample is to be tested at GCDWR Environmental Lab per AWWA B501-13 Section 5 (or latest revision if newer AWWA standard has been published). Second sample is to be used as back-up if first sample fails. Second sample to be sent to a referee lab agreed upon by both parties.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	02. Calcium Hypochlorite (dry)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP - 20 100 lb. containers		
2.2	Lanier FP - 40 100 lb. containers		
2.3	F. Wayne Hill WRC - 100 100 lb. containers		
3	Material Specifications		
3.1	In lieu of AWWA B300-10 Section 4.2.2, meet the following product specifications: Dust Index (25.0 mg per 100 grams of sample), Available Chlorine (65.0 to 71.0% by weight), Water (5.5 to 8.5% by weight), Maximum Iron as Fe (0.05%), Maximum Percent Retained on 10 Mesh (5.0), Maximum Percent Retained on 14 Mesh (25.0), Maximum Percent Passing 60 Mesh (3.0).		
4	Vendor Requirements		
4.1	Ship by truck in 100 pound containers.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 100 pound container, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Include a chemical-resistant scoop with each container of product.		
4.6	Submit analysis including Dust Index, Available Chlorine, Water Content, Iron Content, and Sieve Analysis.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of 100 pound containers received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	03. Chlorine (Liquid)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B301-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B301-10 (or latest revision if newer AWWA standard has been published) Section 5.3.1.		
1.4	Beyond AWWA B301-10, the vaporized Chlorine must be not less than 99.9% Cl ₂ (volume/volume). This 3-log requirement is to minimize particulate matter.		
1.5	Beyond AWWA B301-10, limit lead content to not more than 1 ppm.		
1.6	Beyond AWWA B301-10, limit moisture content to not more than 100 ppm.		
1.7	Beyond AWWA B301-10, limit residue on evaporation to not more than 100 ppm.		
1.8	Meet all safety guidelines and standards of the Chlorine Institute document "Chlorine Basics" (formerly the "Chlorine Manual") available from the Chlorine Institute online bookstore.		
1.9	Meet all Federal safety guidelines administered by OSHA.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP - 180 one-ton containers		
2.2	Lanier FP - 270 one-ton containers		
3	Material Specifications		
3.1	Follow AWWA B301-10 (or latest revision if newer AWWA standard has been published) for all material specifications, with the exceptions above in 1.4 through 1.7.		
4	Vendor Requirements		
4.1	Ship by truck in standard one ton containers meeting US Code of Federal Regulations (CFR) DOT Class 106A500X or DOT Class 106A500W.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	Pick up empty containers as requested by GCDWR and maintain an inventory of containers such that full containers can be supplied without needing to pick up empty containers.		
4.4	Use only containers that have passed hydrostatic testing requirements contained in Chlorine Institute Pamphlet 17 Section 6.1.2. Stamp containers with the date of the most recent hydrostatic test. Test frequency is 5 years, with exceptions noted in Pamphlet 17.		
4.5	Use only valves that are not misaligned (bent) and are fully functional.		
4.6	Torque valves to the range recommended by the Chlorine Institute.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	03. Chlorine (Liquid)	Comply	Exception
4.7	At the end of the contract period, pick up all containers and apply contract credit for all full containers.		
4.8	For safety and security purposes send an email or fax 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, and a list of all container identification numbers for verification upon delivery. See facility address list for phone #s, email & FAX numbers. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.9	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.10	Bid as U.S. dollars per one ton container, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.11	Submit certified analysis including Moisture Content, Total Heavy Metals Content, Lead Content, Mercury Content, Arsenic Content, Nonvolatile Residue Content, Carbon Tetrachloride Content, and Trihalomethanes Content.		
4.12	Containers will be delivered by low side wall DOT compliant vehicles; no box trucks or enclosed tractor trailers. No double stacking of full or empty containers.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of one ton containers received at each location.		
5.2	Review of certified analysis (see 4.11 above) by GCDWR.		
5.3	GCDWR will inspect container valves for compliance with AWWA and will label and reject any container not in compliance.		
5.4	GCDWR will label and reject any leaking container(s) at the time of delivery and will notify the regulatory agencies having jurisdiction over hazardous materials releases.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	04. Phosphate Corrosion Inhibitor	Comply	Exception
1	Standards and Certifications		
1.1	Meet NSF-60. Submit proof of NSF certification.		
1.2	Use only NSF-60 raw ingredients manufactured in the United States. Submit proof of raw material compliance at the time of bid. This additional requirement is included in an effort to minimize the presence of heavy metals contamination.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP - 44,000 gallons		
2.2	Lanier FP - 66,000 gallons		
3	Material Specifications		
3.1	Bids must be for solution strength of 36% or greater. Products having solution strength below the specified 36% total phosphate content will be deemed non-responsive, regardless of product performance claims.		
3.2	The product selected must achieve compliance with the USEPA Lead & Copper Rule by meeting a 90th percentile lead value of less than 10 ppb, at dosages of 1.6 ppm phosphate or less, as determined from analyses of Gwinnett's established Lead/Copper sample protocol used in the water distribution system at the time of product use and subsequent sampling. Historically, dosages of the specified product of 1.2-1.6 ppm have resulted in compliance with the USEPA Lead & Copper Rule. Sampling and testing for USEPA Lead & Copper Rule compliance is by GCDWR at its sole expense.		
3.3	Prepare product using either a thermal reaction process or a blending process using monosodium phosphate and polyphosphates to achieve the 50/50 ortho/polyphosphate blend of 36% total phosphate. Products manufactured by dilution of phosphoric acid are not acceptable. Submit a short narrative describing the manufacturing process, including source and type of raw materials. GCDWR recognizes the proprietary nature of some manufacturing processes, and intends to hold all such information as confidential.		
3.4	Meet the following product specifications: Appearance (clear liquid), Turbidity (less than 2 NTU), Color (water white), Odor (none), Viscosity (less than 2 cP), Solubility (complete), Specific Gravity (1.38 +/- 0.02), Total Phosphate (36% as PO4 +/- 1%), Ortho/Polyphosphate Ratio (50/50), Orthophosphate (18% as PO4 +/- 1%), Polyphosphate (18% as PO4 +/- 1%), Density (11.4 lbs/gallon), pH (4.5-6.2), Chlorine Demand (none).		

Supplier Name _____

COMPLIANCE SHEETS

Specification	04. Phosphate Corrosion Inhibitor	Comply	Exception
4	Vendor Requirements		
4.1	Ship in bulk by manufacturer's tanker or a certified food grade carrier.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	For safety and security purposes send an email or fax 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, email & FAX numbers. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Submit certified analysis including viscosity, specific gravity, total phosphate, ortho/polyphosphate ratio, orthophosphate content, polyphosphate content, density, pH and chlorine demand.		
4.5	Bid as dollars per gallon, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
4.7	Notify GCDWR of any change in content of product and/or method of manufacture before any re-formulated or alternatively manufactured product is delivered to the receiving site.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallon units of solution received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Delivered volume will be determined by dividing net weight by density per gallon of phosphate product. Payment will be made based on cost per gallon, based on Gwinnett County's onsite weight measurement.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	05. Fluorosilicic Acid	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B703-11 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification that product meets specifications of AWWA B703-11 (or latest revision if newer AWWA standard has been published) Section 4.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP - 32,000 gallons of solution		
2.3	Lanier FP - 34,000 gallons of solution		
3	Material Specifications		
3.1	Provide product at a nominal 23% concentration. Product having higher concentration will not be compensated for by paying a higher unit price. Meet Specific Gravity of 1.23 at 75 degrees F.		
3.2	Follow AWWA B703-11 (or latest revision if newer AWWA standard has been published) for all materials specifications.		
4	Vendor Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	For safety and security purposes send an email or fax 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, email & FAX numbers. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per gallon of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis including Fluorosilicic Acid Content by Weight, Free Acid Content, and Color.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Chain of custody document review by GCDWR.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	06. Liquid Calcium Hydroxide (Lime Slurry)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B202-13 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B202-13 Section 4.3.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP - 3,200 units of 100 pounds		
2.2	Lanier FP - 4,900 units of 100 pounds		
3	Material Specifications		
3.1	Provide 30% stabilized aqueous Calcium Hydroxide suspension, microparticulated under high rotary fusion. Use no quicklime in the slurry manufacturing process. Use only finely ground air-classified hydrated lime for preparation of the slurry.		
3.2	Meet the following product specifications: Percent Passing 100 Mesh Screen (99.9%), Minimum CaOH by weight (30%), Maximum Inert Ingredients (70%), Appearance (liquid, white suspension), Odor (none), Solubility in Water (0.1 g/100g), Specific Gravity (1.19-1.23), pH of Saturated Solution at 25 degrees Celsius (12.4).		
3.3	Meet requirements of AWWA B202-13 Section 4.3 (or latest revision if newer AWWA standard has been published) for impurities.		
4	Vendor Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	Upon delivery, dilute product to 22 percent CaOH by weight. Follow GCDWR guidelines provided by plant operators, and use the Lime Dilution Table to determine volume of water needed to reach a 22 percent slurry. All deliveries require an inline hose basket strainer between tanker and bulk tank.		
4.4	Maintain on-site tank and feed system from the tank to the feed pump to ensure no blockage. If visible build-up occurs in tank, tank mixing system or feed lines, clean these systems to restore proper operations.		
4.5	For safety and security purposes send an email or fax 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, email & FAX numbers. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	06. Liquid Calcium Hydroxide (Lime Slurry)	Comply	Exception
4.6	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.7	Bid as U.S. dollars per pound of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.8	Submit certified analysis including Percent Passing 100 Mesh Screen, CaOH Content by Weight, Inert Ingredients Content by Weight, Solubility in Water, Specific Gravity and pH of Saturated Solution at 25 Degrees Celsius.		
4.9	Certify that the manufacturing process meets 3.1 above.		
4.10	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of 100 pounds of liquid received at each location.		
5.2	Review of certified analysis (see 4.8 above) by GCDWR.		
5.3	Review of certification required in 4.9 above.		
5.4	GCDWR may conduct additional sieve analysis and other analyses and may conduct manufacturing plant visits at its discretion.		
5.5	Trucks will be weighed upon arrival and after offloading, to verify the total pounds of product delivered.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	07. Liquid Ferric Sulfate	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B406-14 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B406-14 Section 4.3.2. (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Lanier FP - 75 units of 275 gallons (totes)		
3	Material Specifications		
3.1	Provide liquid Ferric Sulfate solution at a concentration of 60% +/- $\text{Fe}_2(\text{SO}_4)_3$		
3.2	Meet all product chemical specifications of AWWA B406-14 Section 4.2.		
4	Vendor Requirements		
4.1	Ship by truck in 275 gallon totes.		
4.2	Deliver product within 48 hours of order placement by GCDWR.		
4.3	For safety and security purposes send an email or fax 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, email & FAX numbers. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per 275 gallons of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis including Ferric Iron Content, Ferrous Iron Content, Free Acid as H_2SO_4 Content, Chloride Content, pH, Specific Gravity, and Viscosity.		
5	Testing, Verification & Payment		
5.1	Payment will be for each 275 gallon unit of liquid received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Totes (275 gallons each) will be inventoried upon delivery for payment.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	08A. Liquid Ferric Chloride (100 gallon units)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B407-12 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B407-12 Section 4.3.2. (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.3	F. Wayne Hill WRC - 7,000 units of 100 gallons		
3	Material Specifications		
3.1	Meet the following product chemical specifications in lieu of AWWA B407-12 Section 4.2: FeCl ₃ Content (37.0-42.0%), Maximum FeCl ₂ Content (0.75%), Maximum Free Acid as HCL (3.5%), Maximum Insoluble Anhydrous Basis (0.5%), Appearance (dark brown liquid), Specific Gravity (1.38-1.49), Viscosity at 44 Degrees Farenheit (12.1 cP for 40% solution).		
4	Vendor Requirements		
4.1	Ship by truck in 100 pound containers.		
4.2	Deliver product within 48 hours of order placement by GCDWR.		
4.3	For security purposes, send a FAX 24 hours before delivery to Operations staff at the plant to receive the delivery. Include driver's name, copy of driver's license, and a list of all security tags for verification upon delivery. See facility address list for FAX numbers.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per 100 gallons of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis including FeCl ₃ Content, FeCl ₂ Content, Free Acid as HCL Content, Insoluble Anhydrous Basis Content, Specific Gravity, and Viscosity.		
5	Testing, Verification & Payment		
5.1	Payment will be for each 100 gallon unit of liquid received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total pounds of product delivered. Pounds will be converted to units of 100 gallons for payment.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	08B. Liquid Ferric Chloride (bulk)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B407-12 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B407-12 Section 4.3.2. (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP - 11,000 gallons		
2.2	Lanier FP - 19,000 gallons		
3	Material Specifications		
3.1	Meet the following product chemical specifications in lieu of AWWA B407-12 Section 4.2: FeCl ₃ Content (37.0-42.0%), Maximum FeCl ₂ Content (0.75%), Maximum Free Acid as HCL (3.5%), Maximum Insoluble Anhydrous Basis (0.5%), Appearance (dark brown liquid), Specific Gravity (1.38-1.49), Viscosity at 44 Degrees Fahrenheit (12.1 cP for 40% solution).		
4	Vendor Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker.		
4.2	Deliver product within 48 hours of order placement by GCDWR.		
4.3	For security purposes, send a FAX 24 hours before delivery to Operations staff at the plant to receive the delivery. Include driver's name, copy of driver's license, and a list of all security tags for verification upon delivery. See facility address list for FAX numbers.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per gallon of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis including FeCl ₃ Content, FeCl ₂ Content, Free Acid as HCL Content, Insoluble Anhydrous Basis Content, Specific Gravity, and Viscosity.		
5	Testing, Verification & Payment		
5.1	Payment will be for each 100 gallon unit of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	09. Liquid Oxygen (LOX)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B304-13 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP - 280,000 units of 100 cubic feet		
2.2	Lanier FP - 250,000 units of 100 cubic feet		
2.3	F. Wayne Hill WRC - 750,000 units of 100 cubic feet		
3	Material Specifications		
3.1	Meet the following product specifications: Purity (99.5% Oxygen by volume), Dewpoint (-80 degrees F), Hydrocarbon Content (less than 20 ppm).		
4	Vendor Requirements		
4.1	Ship in bulk by manufacturer's tanker.		
4.2	Deliver product within 48 hours of order placement by GCDWR.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 100 cubic feet, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including purity (Oxygen by volume), dewpoint, and hydrocarbon content.		
4.6	Provide LOX equipment (from the tanks to the ozone generators, and including filters) maintenance services on a time and materials basis as defined in the bid form. Response time for routine (non-emergency) maintenance is defined as no greater than 72 hours. Response time of greater than 72 hours for a routine maintenance call will be cause for contract termination. Response time for emergency maintenance is 4 hours or less. If actual response time for an emergency maintenance call exceeds 4 hours, payment will be made at the routine maintenance rate, and will be cause for contract termination.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	09. Liquid Oxygen (LOX)	Comply	Exception
4.7	Provide an annual inspection of all LOX equipment and a report detailing any deficiencies found.		
4.8	For safety and security purposes send an email or fax 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, email & FAX numbers. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of hundreds of cubic feet of liquid received at each location, as verified by a certified liquid meter ticket. See the bid form for pay items related to time-and-materials charges for emergency and non-emergency maintenance services.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Driver ID will be verified before off-loading product.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	10. Liquid Nitrogen	Comply	Exception
1	Standards and Certifications		
1.1	Meet NSF-60. Submit proof of NSF certification.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP - 5,000 liters		
2.2	Lanier FP - 10,000 liters		
2.3	F. Wayne Hill WRC - 49,000 liters		
3	Material Specifications		
3.1	Meet the following product specifications: Appearance (colorless, odorless, cryogenic liquid), Specific Volume (13.81 cubic feet per pound at 70 degrees F), Boiling Point (minus 320.44 degrees F), Purity (99.998% pure), Oxygen Content (less than or equal to 10 ppm), Water Content (less than or equal to 4 ppm), Dew Point (minus 90 degrees F).		
4	Vendor Requirements		
4.1	Ship in bulk by manufacturer's truck, with tank.		
4.2	Deliver product within 48 hours of order placement by GCDWR.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per liter, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including specific volume, boiling point, purity, oxygen content, water content and dew point.		
4.6	Provide maintenance services on Liquid Nitrogen equipment (from the tank to the connection at the Oxygen gas line) on a time and materials basis as defined in the bid form. Response time for routine (non-emergency) maintenance is defined as no greater than 72 hours. Response time of greater than 72 hours for a routine maintenance call will be cause for contract termination. Response time for emergency maintenance is 4 hours or less. If actual response time for an emergency maintenance call exceeds 4 hours, payment will be made at the routine maintenance rate, and will be cause for contract termination.		
4.7	Provide an annual inspection of all Liquid Nitrogen equipment and a report detailing any deficiencies found.		
5	Testing, Verification & Payment		
5.1	Payment will be for liters of liquid received at each location, as verified by a certified liquid meter ticket. See the bid form for pay items related to time-and-materials charges for emergency and non-emergency maintenance services.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	11. Calcium Nitrate	Comply	Exception
1	Standards and Certifications		
1.1	None specified.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Yellow River WRF - 55,000 gallons		
2.2	Bermuda Rd PS - 12,500 gallons *		
2.3	Brookwood HS PS - 18,000 gallons		
2.4	Campbell Rd PS - 7,000 gallons		
2.5	Chandler Rd PS - 12,500 gallons *		
2.6	Dacula Rd PS - 15,500 gallons		
2.7	Fairmont PS - 15,500 gallons		
2.8	Hog Mountain PS - 11,000 gallons		
2.9	Jim Moore Road PS - 8,500 gallons		
2.10	Mulberry PS - 28,000 gallons		
2.11	NBC PS - 144,000 gallons		
2.12	NCI PS - 36,000 gallons		
2.13	Northforke Peachtree Creek PS - 50,000 gallons		
2.14	Northforke Plantation PS - 5,500 gallons		
2.15	Old Thompson Mill PS - 5,500 gallons		
2.16	Stanley Rd PS PS - 11,000 gallons		
2.17	Wolf Creek PS - 48,500 gallons *		
3	Material Specifications		
3.1	Meet the following chemical formula specification: $\text{Ca}(\text{NO}_3)_2 \cdot 4\text{H}_2\text{O}$ OR		
3.2	Meet the following chemical formula specification: NH_4NO_3 $5\text{Ca}(\text{NO}_3)_2 \cdot 10\text{H}_2\text{O}$.		
3.3	Meet the following chemical properties specifications: Minimum Concentration (60.0%), Nitrate Oxygen ($\text{NO}_3\text{-O}$) content (3.2 pounds per gallon), pH (4.0-6.0), Freezing Point (-4 degrees F).		
4	Vendor Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	Locations indicated by an asterisk (*) above are not accessible by full size tanker truck and must be accessed by trucks with maximum length of 27 feet. Tank size and usage limitations may dictate deliveries of less than full tanker loads.		
4.3	Deliver product within 72 hours of order placement by GCDWR. Notify GCDWR 24 hours in advance of any shipment. No additional payment shall be made for shipments to multiple locations or for shipments that do not deliver a full tanker load of material.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	11. Calcium Nitrate	Comply	Exception
4.4	Manufacture in a facility that complies with ISO 9001 - Quality Management System.		
4.5	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.6	Bid as U.S. dollars per gallon of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.7	Submit certified analysis including chemical formula, concentration, Nitrate Oxygen content, pH, and freezing point.		
4.8	Sample and test at existing feed locations as requested by GCDWR and recommend changes to feed rate in order to optimize efficiency of chemical usage and protection of the collection system. Collect and test a minimum of two (2) samples at the dose point (typically the wet well) and two (2) samples at the control point (typically the force main discharge manhole) every month. Test for pH, temperature, nitrate residual, and total sulfide. Measure and record atmospheric hydrogen sulfide levels at 15 minute intervals at each dose and control point for a minimum of 24 hours each month. Furnish, install and uninstall an Odalog gas meter manufactured by App-Tek to comply with the above Hydrogen Sulfide testing protocol.		
4.9	Provide a monthly written report including all data collected, dosing rates, service activity and dosing rate recommendations. Submit reports in PDF format.		
4.10	GCDWR will supply any required chemical containment and 480V 3-phase electrical power with minimum current of 30 amps within 100 feet of equipment locations.		
4.11	GCDWR will supply potable water with minimum pressure of 40 psi from a minimum 3/4 inch source within 100 feet of equipment locations.		
4.12	Supply and maintain all needed feed equipment and tankage for the calcium nitrate feed systems. Gwinnett County will be the sole decision maker in deciding which sites bioxide equipment is installed or removed from.		
4.13	New locations will be added at the discretion of GCDWR. The number of new locations is unknown and may vary from zero to the maximum number allowed by contract and funding limitations.		
4.14	Dosing locations may be added, suspended or eliminated at any time during the contract at the discretion of GCDWR.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	11. Calcium Nitrate	Comply	Exception
4.15	The qualified supplier will supply, deliver, install and maintain all necessary feed equipment, tankage and appurtenances for the Calcium Nitrate feed systems. Gwinnett County will be the sole decision maker in deciding which sites equipment is installed or removed from (Gwinnett County may use data provided by the services portion of this contract to assist in these decisions). The qualified supplier will be responsible for the installation and testing of new equipment in accordance with GCDWR standards and the relocation or removal of the equipment should dosing at the site location cease.		
4.16	Supply of chemical tanks and feed systems for new installations will be paid on a per location basis, and will consist of all equipment and appurtenances for a complete and operational installation, including any freight or shipping charges. Installations may include tanks with a storage volume of up to 12,000 gallons or more based on available space and the expected dosing. The cost of maintaining existing equipment, including replacement or repair, shall be borne by the supplier. Any modifications to existing chemical feed systems needed to accommodate a particular supplier shall be included in the cost per gallon of Calcium Nitrate. Modifications to existing systems must meet or exceed the requirements for new installations as outlined in the document. It is the responsibility of the supplier to verify that the existing equipment at each site meets the requirements of this document.		
4.17	The qualified supplier shall provide all necessary chemical tanks and any mixing equipment needed to ensure that product does not stratify or separate during storage. Tanks shall be sized according to the anticipated feed rate of the facility. The tanks shall be constructed of high-density cross-linked polyethylene with a specific gravity of 1.5 or higher. The tanks shall be double-walled. The tank shall be fitted with a 2-inch Schedule 80 PVC fill pipe securely anchored for safe unloading. Where space permits, tanks shall be sized for a minimum of 45 days storage to minimize the number of deliveries. Storage calculations will be based on historical data and testing of potential lines performed by GCDWR personnel as well as by testing by the selected product supplier. No tank installed shall be smaller than 1,200 gallons in volume.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	11. Calcium Nitrate	Comply	Exception
4.18	The qualified supplier shall supply and install any needed feed pumps for each facility. Each site should have at least 2 feed pumps installed. Feed pumps shall include provisions for remote or local operation. In local mode the pumps shall operate all of the time and the speed adjustable from a local control panel. In remote mode the pump will be capable of receiving a remote on/off signal as well as a 4-20ma signal representing speed. This 4-20ma speed input shall be used to control the pump speed from 0-100%. Pumps should also include independent timers to allow the timing and speed to be preset so the pumps may be staged during the day to allow a single pump to run during normal flow periods and the other pump to run during peak flow periods. The metering pumps and required timers shall be mounted in a lockable 316 stainless steel enclosure provided by the supplier. The power supply to the control panel shall be enclosed in conduit. The use of extension cords is not permitted. All exterior suction, discharge and tank fill piping shall be Schedule 80 PVC. The feed system at each site shall include an inline graduated cylinder enclosed in a cabinet to facilitate dose rate measurement. Mixing system, pumping equipment and any other needed electrical components shall not draw more than 30 amps @ 480V.		
4.19	If both parties agree to renew this contract, any tank or feed equipment installed during or prior to the contract period shall become the property of Gwinnett County Department of Water Resources after it has remained in service in Gwinnett County facilities for a period of 3 years. However, maintenance, repair and scheduled replacement of the supplied equipment will continue to be performed by the selected supplier as long as the contract remains in effect. Any equipment failures shall be repaired within 24 hours of the reported failure.		
4.20	The successful bidder shall be required to maintain electronic tank level monitoring equipment for current locations and install and maintain electronic tank level monitoring system for added locations where the product is used. The tank monitoring system shall allow the County to monitor the tank levels from the GCDWR office, via a web-based site maintained by the supplier. Maintenance of the level monitoring equipment and website shall be included within the chemical bid price in cost per pound of Calcium Nitrate.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of product received at each location. Measure using EPA Method 300.		
5.2	Review of certified analysis (see 4.7 above) by GCDWR.		
5.3	Trucks tickets and tank levels will be used to verify the total gallons of product delivered.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	12. Calcium Oxide (Quicklime)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B202-13 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification following AWWA B202-13 Section 4.3.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Yellow River WRF - 1,000 tons		
3	Material Specifications		
3.1	Provide pebble quicklime in bulk form.		
3.2	Meet the following product specifications: Available CaO (90% minimum by weight), MgO (3% minimum by weight), Residue (5% maximum).		
3.3	Meet requirements of AWWA B202-13 Section 4.3 (or latest revision if newer AWWA standard has been published) for impurities.		
4	Vendor Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	Blow product into the plant silo(s) at a rate that is compatible with the silo feed system. Blowing at a rate too high or too low will result in stoppage of the feed system and will result in delay to the delivery of product.		
4.4	Bid as U.S. dollars per ton of product, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including Available CaO, MgO content and residue content.		
4.6	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
5	Testing, Verification & Payment		
5.1	Payment will be for tons of product received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	GCDWR may conduct additional sieve analysis and other analyses and may conduct manufacturing plant visits at its discretion.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total tons of product delivered.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	13. Aluminum Sulfate (Liquid Alum)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B403-09 or latest revision if newer AWWA standard has been published.		
1.2	Provide an affidavit of compliance following AWWA B403-09 Section 6.3 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC - 250,000 gallons		
2.2	Yellow River WRF - 200,000 gallons		
2.3	Crooked Creek WRF - 240,000 gallons		
3	Material Specifications		
3.1	Meet all standards of AWWA B403-09 Section 4 (or latest revision if newer AWWA standard has been published) including physical requirements for liquid aluminum sulfate, chemical requirements, and limitations on impurities.		
3.2	Provide product within a pH range of 1.8 to 2.4 at 20 degrees C.		
3.3	Deliver product at a minimum of 100 degrees F.		
4	Vendor Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per gallons of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including aluminum content, pH, water-insoluble matter content, and water-soluble iron content.		
4.6	Provide a chart showing percentage of aluminum as Al or Al ₂ O ₃ for solutions of varying specific gravity readings.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Sampling and testing in accordance with AWWA B403-09 (or latest revision if newer AWWA standard has been published).		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	14A. Sodium Hypochlorite (bulk liquid 12.5%)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification following AWWA B300-10 Section 4.4.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC - 320,000 gallons		
2.2	Yellow River WRF - 80,000 gallons		
2.3	Crooked Creek WRF - 5,000 gallons		
2.4	Alcovy River PS - 1,500 gallons		
2.5	Ivy Creek PS - 500 gallons		
2.6	Level Creek PS - 7,500 gallons		
2.7	NCI PS - 6,500 gallons		
3	Material Specifications		
3.1	Meet the physical requirements of AWWA B300-10 Section 4.2.3 (or latest revision if newer AWWA standard has been published).		
3.2	Meet the chemical requirements of AWWA B300-10 Section 4.3.3 (or latest revision if newer AWWA standard has been published).		
3.3	Meet the impurities and product certification requirements of AWWA B300-10 Section 4.4 (or latest revision if newer AWWA standard has been published).		
4	Vendor Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per gallon of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including insoluble matter by weight (percent), available chlorine (grams per liter), and total free alkali expressed as NaOH (percent by weight).		
4.6	At the Yellow River WRF location, delivery may be split into two locations on the plant site. No separate or additional payment will be made for split load deliveries.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	14B. Sodium Hypochlorite (275 gallon tote liquid 12.5%)	Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B300-10 Section 4.4.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Crooked Creek WRF - 3 totes		
3	Material Specifications		
3.1	Meet the physical requirements of AWWA B300-10 Section 4.2.3 (or latest revision if newer AWWA standard has been published).		
3.2	Meet the chemical requirements of AWWA B300-10 Section 4.3.3 (or latest revision if newer AWWA standard has been published).		
3.3	Meet the impurities and product certification requirements of AWWA B300-10 Section 4.4 (or latest revision if newer AWWA standard has been published).		
4	Vendor Requirements		
4.1	Ship in 275 gallon totes by truck.		
4.2	Deliver product within 48 hours of order placement by GCDWR.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 275 gallon tote of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit analysis including insoluble matter by weight (percent), available chlorine (grams per liter), and total free alkali expressed as NaOH (percent by weight).		
5	Testing, Verification & Payment		
5.1	Payment will be for each 275 gallon tote of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	15A. Citric Acid Based Cleaner (bulk solution)	Comply	Exception
1	Standards and Certifications		
1.1	Not specified.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC - 110,000 gallons, tank size (1) 21,600 gallon.		
2.2	Yellow River WRF - 12,000 gallons, tank size (1) 4,500 gallon.		
3	Material Specifications		
3.1	Provide liquid industrial inhibited citric acid based cleaner solution, clear color, pH 3.5-4.0, Specific Gravity 1.15-1.25.		
4	Vendor Requirements		
4.1	Ship by truck in bulk.		
4.2	Order size is typically up to 4,500 gallons.		
4.3	Deliver product within 72 hours of order placement by GCDWR.		
4.4	Bid as U.S. dollars per gallon, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of product received at each location.		
5.2	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	15B. Citric Acid Based Cleaner (solution in totes)	Comply	Exception
1	Standards and Certifications		
1.1	Not specified.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC - 8 275 gallon totes.		
3	Material Specifications		
3.1	Provide liquid industrial inhibited citric acid based cleaner solution, clear color, pH 3.5-4.0, Specific Gravity 1.15-1.25.		
4	Vendor Requirements		
4.1	Ship by truck in IBC 275 gallon totes rated for this product.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	Bid as U.S. dollars per 275 gallon IBC tote, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
5	Testing, Verification & Payment		
5.1	Payment will be for 275 gallon totes of product received at each location.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	16. Hydrochloric Acid (275 gal totes)	Comply	Exception
1	Standards and Certifications		
1.1	Meet ASTM Standard E 1146 or latest revision if newer ASTM standard has been published.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC - 1 275 gallon tote		
2.2	Yellow River WRF - 4 275 gallon totes		
2.3	Crooked Creek WRF - 4 275 gallon totes		
3	Material Specifications		
3.1	Deliver prepared liquid solution of 32% by weight Hydrochloric Acid.		
3.2	Total acidity as HCl percent by mass = 32%.		
4	Vendor Requirements		
4.1	Ship by truck in 275 gallon totes.		
4.2	Deliver product within 72 hours of order placement by GCDWR.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 275 gallon totes, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including percent HCl by mass.		
4.6	Used totes remain the property of the vendor. Pick up all empty totes at the delivery location. Include cost of pick up and disposal in the unit price bid for product.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of 275 gallon totes received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	17. Liquid Magnesium Hydroxide	Comply	Exception
1	Standards and Certifications		
1.1	Certify that all raw materials used in the manufacture of the Magnesium Hydroxide slurry product originate in the United States.		
1.2	Products delivered must be manufactured by the supplier bidding.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC - 60,000 gallons		
2.2	Crooked Creek WRF - 200,000 gallons		
2.3	Alcovy River PS - 165,000 gallons		
2.4	Bailey Road PS - 25,000 gallons		
2.5	Beaver Ruin PS - 220,000 gallons		
2.6	Brooks Road PS - 165,000 gallons		
2.7	Level Creek PS - 105,000 gallons		
2.8	Lower Big Haynes PS - 115,000 gallons		
2.9	Patterson PS - 75,000 gallons		
2.10	Suwanee Creek PS - 55,000 gallons		
3	Material Specifications		
3.1	Provide a magnesium hydroxide slurry in potable water with greater than 50% by weight magnesium hydroxide content		
3.2	Slurry solids will have a gradation with a minimum of 95% by weight passing a 325-mesh screen and a minimum of 45% based on particle count being less than or equal to 25 microns.		
3.3	Slurry solids should consist of a minimum purity of 95% by weight magnesium hydroxide with typical impurities being quantified.		
4	Vendor Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	Deliver product within 72 hours of order placement by GCDWR. Notify GCDWR 24 hours in advance of any shipment. No additional payment shall be made for shipments to multiple locations or for shipments that do not deliver a full tanker load of material.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per gallon of liquid, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including solids content, Mg(OH) ₂ content by weight and sieve analysis of dry material used in slurry production.)		
4.6	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	17. Liquid Magnesium Hydroxide	Comply	Exception
4.7	Vendor shall note that performance testing of their product will be required prior to award if GCDWR has not had experience with it at full-scale for odor and corrosion control. Vendor shall submit 1 L of sample of the product(s) and recommend a dosage based on their experience with GCDWR facilities. GCDWR will utilize a third-party laboratory to confirm these dosages provided by the vendor.		
4.8	By submitting a bid, the manufacturer acknowledges that it is able to supply this product, at the same performance quality and manufacturing specifications, at the volume necessary to fulfill the terms/ length of the annual contract. Product samples will be checked against future deliveries of product to ensure performance-based standards. The County reserves the right to conduct lab analysis on each load delivered to verify the certificate of analysis.		
4.9	In the event the manufacturer discontinues manufacturing the product supplied, or changes the manufacturing process, it is the manufacturer's responsibility to inform GCDWR of these changes and to supply, at no additional cost to the County, a product with equal or superior performance than the product previously supplied at no more than the annual contract price.		
4.10	In the event of a drop in performance without a notification of change by the manufacturer and with no significant changes in plant process, testing will be repeated and compared to the results of the original testing. It will be the manufacturer's responsibility to remove any magnesium hydroxide slurry whose performance or specifications are deemed substandard by GCDWR. Failure to do so may result in termination of the annual contract.		
4.11	Quantities in the bid schedule and vendor quotes shall be based upon dry pound weight of magnesium hydroxide.		
4.12	Vendor shall also be able to supply equipment for dosing magnesium hydroxide slurry as outlined in Section 6.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of liquid received at each location. This will be based upon the vendor provided conversion factor from dry pound weight of magnesium hydroxide to gallons of liquid magnesium hydroxide product.		
5.2	Review of certified analysis (see 4.7 above) by GCDWR.		
5.3	GCDWR may conduct additional sieve analysis and other analyses and may conduct manufacturing plant visits at its discretion.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Supplier Name _____

COMPLIANCE SHEETS

Specification	17. Liquid Magnesium Hydroxide	Comply	Exception
6	Equipment Supply and Maintenance		
6.1	<p>Vendor shall have the ability to deploy a full magnesium hydroxide dosing system, or components thereof, to locations where GCDWR deems it is needed. Dosing locations may be added, suspended or eliminated at any time during the contract at the discretion of GCDWR. Vendor shall see the line items below:</p> <ul style="list-style-type: none"> ● Storage Tank (>3,000 gallons) ● Storage Tank Mixing System ● Dosing Pump(s) ● Tank Level Monitoring 		
6.2	<p>The qualified supplier will supply, deliver, install and maintain all necessary feed equipment, tankage and appurtenances for the magnesium hydroxide feed systems. Gwinnett County will be the sole decision maker in deciding which sites equipment is installed or removed from (Gwinnett County may use data provided by the services portion of this contract to assist in these decisions). The qualified supplier will be responsible for the installation and testing of new equipment in accordance with GCDWR standards and the relocation or removal of the equipment should dosing at the site location cease.</p>		
6.3	<p>Supply of chemical tanks and feed systems for new installations will be paid on a per location basis, and will consist of all equipment and appurtenances for a complete and operational installation, including any freight or shipping charges. Installations may include tanks with a storage volume of up to 6,000 gallons or more based on available space and the expected dosing. The cost of maintaining existing equipment, including replacement or repair, shall be borne by the supplier. Any modifications to existing chemical feed systems needed to accommodate a particular supplier shall be included in the cost per gallon of magnesium hydroxide. Modifications to existing systems must meet or exceed the requirements for new installations as outlined in the document. It is the responsibility of the supplier to verify that the existing equipment at each site meets the requirements of this document.</p>		
6.4	<p>The qualified supplier shall provide all necessary chemical tanks and any mixing equipment needed to ensure that product does not stratify or separate during storage. Tanks shall be sized according to the anticipated feed rate of the facility. The tanks shall be constructed of high-density cross-linked polyethylene with a specific gravity of 1.5 or higher. The tanks shall be double-walled. The tank shall be fitted with a 2-inch Schedule 80 PVC fill pipe securely anchored for safe unloading. Where space permits, tanks shall be sized for a minimum of 10 days storage to minimize the number of deliveries. Storage calculations will be based on historical data and testing of potential lines performed by GCDWR personnel as well as by testing by the selected product supplier. <u>No tank installed shall be smaller than 3,000 gallons in volume.</u></p>		

Supplier Name _____

COMPLIANCE SHEETS

Specification	17. Liquid Magnesium Hydroxide	Comply	Exception
6	Equipment Supply and Maintenance		
6.5	The qualified supplier shall be able to supply and install any needed feed pumps for each facility. Feed pumps shall include provisions for remote or local operation. In local mode the pumps shall operate all of the time and the speed adjustable from a local control panel. In remote mode the pump will be capable of receiving a remote on/off signal as well as a 4-20ma signal representing speed. This 4-20ma speed input shall be used to control the pump speed from 0-100%. Pumps should also include independent timers to allow the timing and speed to be preset so the pumps may be staged during the day to allow a single pump to run during normal flow periods and the other pump to run during peak flow periods. The metering pumps and required timers shall be mounted in a lockable 316 stainless steel enclosure provided by the supplier. The power supply to the control panel shall be enclosed in conduit. The use of extension cords is not permitted. All exterior suction, discharge and tank fill piping shall be Schedule 80 PVC. The feed system at each site shall include an inline graduated cylinder enclosed in a cabinet to facilitate dose rate measurement. Mixing system, pumping equipment and any other needed electrical components shall not draw more than 30 amps at 480V.		
6.6	The successful bidder shall be required to maintain electronic tank level monitoring equipment for current locations and install and maintain electronic tank level monitoring system for added locations where the product is used. The tank monitoring system shall allow the County to monitor the tank levels from the GCDWR office, via a web-based site maintained by the supplier. Maintenance of the level monitoring equipment and website shall be included within the chemical bid price in cost per gallon of magnesium hydroxide.		
6.7	GCDWR will supply any required chemical containment and 480V 3-phase electrical power with minimum current of 30 amps within 100 feet of equipment locations.		
6.8	GCDWR will supply potable water with minimum pressure of 40 psi from a minimum 3/4 inch source within 100 feet of equipment locations.		

Supplier Name _____

BID SCHEDULE

Item #	Product	Description	Approx. Annual Qty.		Unit Price Bid	Total	** Renewal Option
1	Liquid Sodium Hydroxide (Caustic Soda)	Bulk Solution	301,940	Gallon	\$	\$	%
2	Calcium Hypochlorite (dry)	Dry Product in 100 Pound Buckets	160	100 Pound Bucket	\$	\$	%
3	Chlorine (Liquid)	Liquid in Standard DOT Containers	450	Ton	\$	\$	%
4	Phosphate Corrosion Inhibitor	Bulk Solution	110,000	Gallon	\$	\$	%
5	Fluorosilicic Acid	Bulk Solution	66,000	Gallon	\$	\$	%
6	Liquid Calcium Hydroxide (Lime Slurry)	Bulk Slurry	8,100	100 Wet Pounds	\$	\$	%
7	Liquid Ferric Sulfate	Solution in Totes	75	275 Gallon Tote	\$	\$	%
8A	Liquid Ferric Chloride (100 gallon units)	Solution in 100 Gallon Containers	7,000	100 Gallon Units	\$	\$	%
8B	Liquid Ferric Chloride (bulk)	Bulk Solution	30,000	Gallons	\$	\$	%
9	Liquid Oxygen (LOX)	Bulk Liquid	1,280,000	100 Cubic Feet	\$	\$	%
10	Liquid Nitrogen	Bulk Liquid	64,000	Liters	\$	\$	%
9 & 10	Non-Emergency Labor for LOX and LN Equipment Maintenance	Per Person During Business Hours (7am-4pm, M-F)	16	Hour	\$	\$	%
9 & 10	Non-Emergency Labor for LOX and LN Equipment Maintenance	Per Person During Non-Business Hours	16	Hour	\$	\$	%
9 & 10	Emergency Labor for LOX and LN Equipment Maintenance	Per Person During Business Hours (7am-4pm, M-F)	16	Hour	\$	\$	%
9 & 10	Emergency Labor for LOX and LN Equipment Maintenance	Per Person During Non-Business Hours	16	Hour	\$	\$	%
9 & 10	Parts, Material and Equipment for LOX and LN System Maintenance, Percentage Charge Above Cost -- Not to Exceed 15% of Actual Costs				%		
11	Calcium Nitrate	Bulk Solution	484,000	Gallon	\$	\$	%
11	Non-Emergency Labor for Calcium Nitrate Equipment Maintenance	Per Person During Business Hours (7am-4pm, M-F)	16	Hour	\$	\$	%
11	Non-Emergency Labor for Calcium Nitrate Equipment Maintenance	Per Person During Non-Business Hours	16	Hour	\$	\$	%

Supplier Name _____

BID SCHEDULE

Item #	Product	Description	Approx. Annual Qty.		Unit Price Bid	Total	** Renewal Option
11	Emergency Labor for Calcium Nitrate Equipment Maintenance	Per Person During Business Hours (7am-4pm, M-F)	16	Hour	\$	\$	%
11	Emergency Labor for Calcium Nitrate Equipment Maintenance	Per Person During Non-Business Hours	16	Hour	\$	\$	%
11	Parts, Material and Equipment for Calcium Nitrate System Maintenance and Equipment Purchase, % Charge Above Cost -- Not to Exceed 15% of Actual Costs				%		
12	Calcium Oxide (Quicklime)	Bulk Dry Product	1,000	Ton	\$	\$	%
13	Aluminum Sulfate (Liquid Alum)	Bulk Solution	690,000	Gallon	\$	\$	%
14A	Sodium Hypochlorite (bulk liquid 12.5%)	Bulk Solution	421,000	Gallon	\$	\$	%
14B	Sodium Hypochlorite (tote liquid 12.5%)	Solution in Totes	3	275 Gallon Tote	\$	\$	%
15A	Citric Acid Based Cleaner (bulk)	Bulk Solution	122,000	Gallon	\$	\$	%
15B	Citric Acid Based Cleaner (tote)	Solution in Totes	8	275 Gallon Tote	\$	\$	%
16	Hydrochloric Acid (32%)	Solution in Totes	9	276 Gallon Tote	\$	\$	%
17	Liquid Magnesium Hydroxide	Bulk Solution	1,185,000	Gallons	\$	\$	%
17	Non-Emergency Labor for Mag Hyd Equipment Maintenance	Per Person During Business Hours (7am-4pm, M-F)	16	Hour	\$	\$	%
17	Non-Emergency Labor for Mag Hyd Equipment Maintenance	Per Person During Non-Business Hours	16	Hour	\$	\$	%
17	Emergency Labor for Mag Hyd Equipment Maintenance	Per Person During Business Hours (7am-4pm, M-F)	16	Hour	\$	\$	%
17	Emergency Labor for Mag Hyd Equipment Maintenance	Per Person During Non-Business Hours	16	Hour	\$	\$	%
17	Parts, Material and Equipment for Mag Hyd System Maintenance, Percentage Charge Above Cost -- Not to Exceed 15% of Actual Costs				%		
BID TOTAL						\$	

** If a percentage increase will be a part of this bid, note this in the space provided. Use a realistic percentage or percentage range based on market forecasting. Gwinnett County can only negotiate within the range indicated on the bid document. (Example, if a supplier indicates 3-15% and the market increases 20%, the supplier will only be allowed to increase up to 15%). If the increase will apply only to certain line items, please specify in the space provided.

Supplier Name _____

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

SUPPLIER INFORMATION

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

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

Legal Business Name _____

Federal Tax ID _____

Complete Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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

Telephone Number _____ Fax Number _____

E-mail address _____

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

REFERENCES

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

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

1. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

2. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

3. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

Supplier Name _____



Solicitation Name & No. Purchase of Water Treatment and Water Reclamation Chemicals, BL093-19

**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 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 Date
(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:

For Gwinnett County Use Only: Document ID # _____ Issue Date: _____ Initials: _____

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



Bid # & Description

CODE OF ETHICS AFFIDAVIT

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

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

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

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

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

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

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

4. Sworn to and subscribed before me this _____ day of _____, 20____

BY: _____
Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

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 www.gwinnettcountry.com

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

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

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

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

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

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

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

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

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

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

*****ATTENTION*****

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

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

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

I. PREPARATION OF BIDS

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

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

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

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

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

V. WITHDRAWAL OF BID DUE TO ERRORS

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

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

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

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

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

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

XVI. NON-COLLUSION

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

XXXII. DEFAULT

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

XXXIII. 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.

XXXIV. 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.

XXXV. DISPUTES

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

XXXVI. SUBSTITUTIONS

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

XXXVII. INELIGIBLE BIDDERS

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

XXXVIII. OCCUPATION TAX CERTIFICATE

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

XXXIX. PURCHASING POLICY AND REVIEW COMMITTEE

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

XL. AMERICANS WITH DISABILITIES ACT

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

XLI. 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.

XLII. 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

XLIII. 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.

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

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

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

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

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

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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