



August 18, 2021

INVITATION TO BID
BL131-21

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Purchase of Phosphate Corrosion Inhibitor and Liquid Magnesium Hydroxide on an Annual Contract** with One (1) Option to Renew for the Department of Water Resources.

Bid submittal date and location:

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 **November 30, 2021** 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.

Instructions on Submitting Questions

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 November 22, 2021. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Facility Access

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

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

Award will be made to the contractor(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.

A handwritten signature in cursive script that reads "Shelley McWhorter".

Shelley McWhorter, CPPB
Purchasing Associate III

I. SCOPE

The intent of this contract is to obtain pricing for Liquid Magnesium Hydroxide and Phosphate Corrosion Inhibitor on an Annual Contract. Pricing may be submitted for a twelve-month contract with one additional one-year period. The initial term of this contract will expire December 3, 2022.

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.

II. REQUIREMENTS

- A. All items should meet item "00. Requirements" of the Compliance Sheets below, as well as the individual specifications for that specific item.
- B. Quantities listed are estimated based on historical usage and no guarantee as to amounts to be purchased is implied.
- C. Gwinnett County will order product on an "as-needed" basis.
- D. Technical services shall be provided by the supplier upon request as detailed in "00. Requirements" of the Compliance Sheets below.
- E. Unit Pricing:
 1. Suppliers are requested to enter a percentage above cost for Phosphate Corrosion Inhibitor and a unit price per gallon for Liquid Magnesium Hydroxide.
 2. All prices shall be F.O.B. destination delivered to various county delivery addresses. See Compliance Sheets below.
- F. Successful supplier shall be required to supply Gwinnett County with Safety Data Sheets (SDS) on chemical, as detailed in the Compliance Sheets below.
- G. Samples: When requested, suppliers 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 supplier.
- H. Invoices: Successful supplier for Phosphate Corrosion Inhibitor must submit invoices showing their cost and the percentage markup with the signed receipt tickets showing the accurate weight received. Successful supplier for Liquid Magnesium Hydroxide 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.
- I. Delivery:
 1. Clean up of spills that occur during delivery shall be the responsibility of the supplier.
 2. Only quantities specifically ordered for each location will be accepted due to storage vessel size or other on-site limitations.
 3. No partial deliveries will be accepted without prior approval.
 4. 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 supplier's responsibility to measure the amount being delivered to each location. Each location must be invoiced separately.
- J. 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.

- K. 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.
- L. 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.

III. SPECIFICATIONS

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

- A. Standards and Certifications – This section contains references to AWWA, NSF, ASTM, and other standards and certifications required to be met for the various products.
- B. 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.
- C. Material Specifications – This section contains requirements for chemical concentrations, purities, exceptions to standards, and other specifics of the product to be delivered.
- D. Supplier Requirements – This section contains delivery requirements, submittal requirements, and other items incumbent upon the supplier to provide.
- E. 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.
- F. 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.

IV. ABBREVIATIONS AND ACRONYMS

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

V. DELIVERY LOCATIONS

Delivery locations are listed below.

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

Facility	Street Address	City
F. Wayne Hill WRC	3320 Financial Center Way	Buford
Crooked Creek WRF	6556 Plant Drive	Norcross
Alcovy River PS	1344 Hwy 29	Lawrenceville
Beaver Ruin PS	3530 Cruse Rd	Lawrenceville
Brooks Rd PS	1180 Brooks Rd	Lawrenceville
Level Creek PS	5138 Settles Bridge Rd.	Suwanee
Lower Big Haynes PS	2680 Centerville Rosebud Rd	Loganville
Norris Lake PS	4298 McCord Livesey Rd	Lithonia
Patterson PS	152 Arnold Rd	Lawrenceville
Suwanee Creek PS	1758 Peachtree Ind. Blvd.	Suwanee
Lanier Filter Plant	2601 Buford Dam Rd	Buford
Shoal Creek Filter Plant	1755 Buford Dam Rd	Buford

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

COMPLIANCE SHEETS

00. General Requirements		Comply	Exception
1	Standards and Certifications		
1.1	Follow specific requirements included herein.		
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 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	Supplier 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 supplier'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 is between 7:00 am - 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 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.		

Supplier Name _____

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

COMPLIANCE SHEETS

00. General Requirements (continued)		Comply	Exception
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.		
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	Suppliers qualifying their bid by requiring minimum delivery orders may 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 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 _____

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

COMPLIANCE SHEETS

00. General Requirements (continued)		Comply	Exception
5	Testing, Verification & Payment		
5.1	Follow specific requirements included herein.		
5.2	Samples of delivered chemical 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 supplier.		
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 _____

DO NOT RETURN THIS PAGE IF YOU ARE NOT BIDDING THIS CHEMICAL. HOWEVER, IF YOU ARE SUBMITTING A BID FOR THIS CHEMICAL, FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

1. 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 if requested. Exceptions to be reviewed and may be accepted. This additional requirement is included to minimize the presence of heavy metals contamination.		
1.3	Supplier should provide with the bid, an affidavit from the manufacturer guaranteeing adequate supply of material from multiple sources. Manufacturer is defined as an entity that is engaged in the process of converting phosphoric rock to phosphoric acid for use in drinking water.		
1.4	Bidder should provide with the bid, an affidavit from the manufacturer guaranteeing adequate supply of material from multiple sources. Manufacturer is defined as an entity that is engaged in the process of converting phosphoric rock to phosphoric acid for use in drinking water.		
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 _____

DO NOT RETURN THIS PAGE IF YOU ARE NOT BIDDING THIS CHEMICAL. HOWEVER, IF YOU ARE SUBMITTING A BID FOR THIS CHEMICAL, FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

1. Phosphate Corrosion Inhibitor (continued)		Comply	Exception
4	Supplier 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 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. 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 up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be rounded up 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 GCDWR'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 _____

DO NOT RETURN THIS PAGE IF YOU ARE NOT BIDDING THIS CHEMICAL. HOWEVER, IF YOU ARE SUBMITTING A BID FOR THIS CHEMICAL, FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANC SHEETS

2. Liquid Magnesium Hydroxide		Comply	Exception
1	Standards and Certifications		
1.1	All raw materials used in the manufacturing of Magnesium Hydroxide slurry product should originate in North America. Pre-approval is needed to use suppliers outside of North America. Submit a certificate of origin with your bid.		
1.2	Products delivered must be manufactured by the supplier bidding.		
1.3	Supplier should provide with the bid, an affidavit from the manufacturer guaranteeing adequate supply of material from multiple sources.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC 50,000 gallons		
2.2	Crooked Creek WRF 185,000 gallons		
2.3	Alcovy River PS 130,000 gallons		
2.4	Beaver Ruin PS 225,000 gallons		
2.5	Brooks Road PS 130,000 gallons		
2.6	Level Creek PS 114,000 gallons		
2.7	Lower Big Haynes PS 122,000 gallons		
2.8	Norris Lake PS 46,000 gallons		
2.9	Patterson PS 40,000 gallons		
2.10	Suwanee Creek PS 76,000 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	Supplier 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 up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be rounded up 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 _____

DO NOT RETURN THIS PAGE IF YOU ARE NOT BIDDING THIS CHEMICAL. HOWEVER, IF YOU ARE SUBMITTING A BID FOR THIS CHEMICAL, FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANC SHEETS

2. Liquid Magnesium Hydroxide (continued)		Comply	Exception
4.7	Supplier 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. Supplier 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 supplier. The County reserves the right to use the results of the third-party testing to select the most effective product in terms of overall cost, including total amount of anticipated product and the anticipated labor costs associated with an inferior product.		
4.8	By submitting a bid, the supplier acknowledges that it can 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 GCDWR 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 supplier'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 supplier'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 supplier quotes shall be based upon dry pound weight of magnesium hydroxide.		
4.12	Supplier 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 supplier 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 _____

DO NOT RETURN THIS PAGE IF YOU ARE NOT BIDDING THIS CHEMICAL. HOWEVER, IF YOU ARE SUBMITTING A BID FOR THIS CHEMICAL, FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANC SHEETS

2. Liquid Magnesium Hydroxide (continued)		Comply	Exception
6	Equipment Supply and Maintenance		
6.1	Supplier 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. Supplier shall see the line items below: <ul style="list-style-type: none"> ● Storage Tank (>3,000 gallons) ● Storage Tank Mixing System ● Dosing Pump(s) ● Tank Level Monitoring 		
6.2	The supplier will supply, deliver, install, and maintain all necessary feed equipment, tankage and appurtenances for the magnesium hydroxide feed systems. GCDWR will be the sole decision maker in deciding which sites equipment is installed or removed from (GCDWR may use data provided by the services portion of this contract to assist in these decisions). The 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. The supplier must be capable of supplying any new additional chemical feed and storage equipment within a timely manner upon award of the contract.		
6.3	Supply of chemical tanks and feed systems for new installations will be paid for by the County under this contract using a fixed mark-up for material of 15% or less and with costs consisting 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 County under the same terms. 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.		
6.4	The 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. No tank installed shall be smaller than 3,000 gallons in volume.		

Supplier Name _____

DO NOT RETURN THIS PAGE IF YOU ARE NOT BIDDING THIS CHEMICAL. HOWEVER, IF YOU ARE SUBMITTING A BID FOR THIS CHEMICAL, FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANC SHEETS

2. Liquid Magnesium Hydroxide (continued)		Comply	Exception
6.5	The supplier shall be able to supply & 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 the time with 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 shall also include independent timers to allow the timing & speed to be preset so the pumps may be staged during the day to allow a single pump to run during normal flow periods & the other pump to run during peak flow periods. The metering pumps & 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 & 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 & any other needed electrical components shall not draw more than 30 amps at 480V.		
6.6	The supplier 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 _____

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

BID SCHEDULE

Item #	Product	Description	Approx. Annual Qty.	*Unit Price	% Mark-up Above Cost	Total
1	Phosphate Corrosion Inhibitor	Bulk Solution	110,000 gal	\$2.75	%	\$

*For the sake of the bidding process, use the unit price provided to calculate the total. Award of item #1 will be based on the % mark-up above cost and not item #1 total.

Pricing during Contract Term

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon award. The first contract period will end on December 3, 2022 to coincide with BL090-21.

Unless otherwise noted, quoted prices will remain firm for one (1) additional one (1) year period. If a percentage increase will be a part of this bid, note this below. Due to current market volatility, it's imperative that a realistic percentage or percentage range is indicated and that it is based on market forecasting. This percentage increase will NOT be taken into consideration during evaluation and will NOT be used as a basis for award. Gwinnett County can only negotiate within the range provided. (Example, a supplier indicates 3-15%; upon renewal the market increases 20%, in this case, the supplier will be allowed to increase only up to 15%).

Item #1

- If a percentage **decrease** will be a part of this quote, please note in the space provided along with an explanation.

1st Renewal Period _____ 2nd Renewal Period _____
 3rd Renewal Period _____ 4th Renewal Period _____

- Or if a percentage **increase** will be a part of this quote, please note in the space provided along with an explanation.

1st Renewal Period _____ 2nd Renewal Period _____
 3rd Renewal Period _____ 4th Renewal Period _____

Supplier Name _____

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

BID SCHEDULE

Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total
2	Liquid Magnesium Hydroxide	Bulk Solution	1,118,000 gal	\$	\$
	Parts, Material and Equipment Percentage Charge Above Cost, not to exceed 15% of Actual Costs				%

Pricing during Contract Term

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon award. The first contract period will end on December 3, 2022 to coincide with BL090-21.

Unless otherwise noted, quoted prices will remain firm for one (1) additional one (1) year period. If a percentage increase will be a part of this bid, note this below. Due to current market volatility, it's imperative that a realistic percentage or percentage range is indicated and that it is based on market forecasting. This percentage increase will NOT be taken into consideration during evaluation and will NOT be used as a basis for award. Gwinnett County can only negotiate within the range provided. (Example, a supplier indicates 3-15%; upon renewal the market increases 20%, in this case, the supplier will be allowed to increase only up to 15%).

Item #2

- If a percentage **decrease** will be a part of this quote, please note in the space provided along with an explanation.

1st Renewal Period _____

2nd Renewal Period _____

3rd Renewal Period _____

4th Renewal Period _____

- Or if a percentage **increase** will be a part of this quote, please note in the space provided along with an explanation.

1st Renewal Period _____

2nd Renewal Period _____

3rd Renewal Period _____

4th Renewal Period _____

Supplier Name _____

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

BID SCHEDULE

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

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

Non-Collusion

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 MAY RESULT IN REJECTION OF BID.

REFERENCES

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

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

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

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

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

Supplier Name _____

*****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 Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

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

IV. SUBMISSION OF BIDS

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

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

V. WITHDRAWAL OF BID DUE TO ERRORS

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

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

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

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall

continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable

accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The

“Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

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

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

Note: See Gwinnett County Code of Ethics Ordinance 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 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](#).

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

Buyer Initials: SM

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE