



May 03, 2022

INVITATION TO BID
BL060-22

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Repair and Replacement of Water Service Lines on an Annual Contract** with four (4) options 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 Bid Number and Company Name. Bids will be received until 2:50 P.M. local time on **May 30, 2022**, 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 and virtually 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

All contractors are urged to attend. 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 3:00 p.m. on May 19, 2022. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Bonding and Insurance

All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of \$45,000.00. **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 performance bond and a payment bond (approximate amount noted in specifications). 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.**

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, Gwinnett County Justice and Administration Center, 770-822-8165.

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

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

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Award notification will be posted after award on the County website, www.gwinnettcountry.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, CPPB
Purchasing Associate III

/s/mm

The following pages should be returned in **duplicate** as your bid:

- Bid Schedule, Pages 2-5
- References, Page 6
- Sub-Contractor List, Page 7
- E-Verify Affidavit
- Code of Ethics Affidavit
- Bid Bond

A. GENERAL DESCRIPTION OF WORK

All contractors submitting a bid shall be able to provide, all labor, tools and equipment to repair and/or replace water service lines and repair water mains up to 12" in diameter to include, but not be limited to, all cutting of pavement, borings, excavations, backfilling, water main taps, site management and traffic control, protection of the work and adjacent works, site restoration, erosion and sediment control, and all other tasks necessary for the satisfactory completion and safe execution of the work. The work described shall be County wide.

B. PART 2 - GENERAL REQUIREMENTS

1. Unless otherwise specified, all asphalt restorations will be in accordance with the Georgia Department of Transportation Standard Specifications - Construction of Roads and Bridges - latest Edition and all supplements thereto: [2021StandardSpecifications.pdf \(ga.gov\)](#)

All water service line repair/replacements and water main repairs are to be performed in compliance with the drawings and specifications booklet entitled, "**Water System Design and Construction Standards for Development Projects, Latest Revision**". Specification booklet may be obtained from the Gwinnett County Department of Water Resources (GCDWR) website:

https://www.gwinnettcounty.com/static/departments/DWR/pdf/2016_Water_Sewer_Standards.pdf

2. Potential bidders must demonstrate that trained, responsible people will be used for this contract. Employees should have training to include classroom and field work with a qualified instructor. It is expected that actual field experience will have been part of the training. Contractor and its employees must be trained and follow all OSHA guidelines and requirements pertaining to "confined space". Successful vendor will be required to submit a copy of the Certificate of Training for all employees who are to undertake confined space work. No employee shall undertake confined space activities without a valid certification. Contractor shall be responsible for completing and maintaining all appropriate confined space permitting requirements.
3. If required for the safe execution of the work, all traffic control personnel, equipment, and signs shall be provided by the Contractor. Contractor shall be required to have certified flagmen to support such requirements. All traffic control shall be pre-approved by GCDWR Construction Manager.
4. A contract, if awarded, will be an "Open-End" type to provide for the requirements of GCDWR on an "as-ordered" basis. As it is impossible to determine the exact quantities of items that will be required during the life of this contract, the quantities listed may be increased, decreased or eliminated as necessary to satisfy the needs of the County.
5. GCDWR reserves the right to perform any work using in-house forces where deemed advantageous to the County. Contractor shall be required to cooperate with, and accommodate, any such efforts by others to ensure efficient execution of the work.
6. All contractors submitting a bid should provide a list of equipment currently owned and the number of employees available to complete the work associated with this contract. This list should be maintained on an annual basis. However, Contractor shall report on a monthly basis the names of their employees and the number of crews actively working on this contract. Contractor shall provide any required certifications for all additional personnel assigned to the project after the award of the contract. Bidder shall be required to document to the satisfaction of GCDWR that they have the capacity to provide services, equipment, and adequately trained staff sufficient to undertake the work associated with this contract.

7. The successful contractor shall provide the County a daily report with information as requested regarding outstanding work and the estimated time of completion for all work orders.
8. It will be the Contractor's responsibility to be aware of and comply with the Georgia Dig Law and follow the procedures as outlined by the **Georgia Utility Facility Protection Act (GUFPA)**.
9. **Contractor providing the utility work must have a current valid Utility Contractors License.**
10. Before submitting Bid, each bidder shall: examine the Bid Document Package thoroughly; become familiar with local conditions affecting cost or work progress or performance; become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or work progress or performance; study and carefully correlate Bidder's observations with the Bid Document Package; and notify County concerning conflicts, errors, or discrepancies in Bid Document Package.
11. It is the intent of these Bid Documents to procure the goods and services needed to achieve Complete Works, fully functional, and in compliance with County Standards and specifications. It is not the intent of these documents to provide a complete and full description of the standard methods and materials necessary to achieve the end result. The omission from these documents of standard procedures or materials normally used in the implementation of the Work shall not relieve the successful Bidder from the performance of those requirements nor be cause for claims for additional compensation unless specifically identified in the Bid. Submission of a Bid shall be evidence that the Bidder considers the Work to be adequately described in the Bid Documents.

C. **GENERAL SPECIFICATIONS**

1. **Certificates**

The successful contractor should provide copies of the Training Certificates as specified in the bid documents before the Contract award can be made including but not limited to: Confined Space, OSHA, traffic control flagman, and Georgia Utility Contractor.

2. **References**

GCDWR requests a minimum of three (3) verifiable references where work of a similar size and scope has been successfully completed in the last ten (10) years by the Bidding firm wherein they were performing as the Prime or lead firm with responsibility for the management and performance of the work. Bids will be considered only from experienced and well-equipped contractors engaged in work of this type and magnitude. List similar work successfully completed within the last ten (10) years, giving the location and scope of work performed. Bidder shall specify the portion of the work undertaken by their firm.

3. **Pricing on Bid Schedule**

Unit pricing **must** include all related costs to that particular item and **must not** exceed more than two (2) decimal points (Example: \$2.53 – not \$2.531) and **must** be all-inclusive.

4. **Contractor Responsibilities**

The successful contractor will provide an appropriate staff of employees, including supervisory personnel, for the efficient operation of the services hereunder. By submitting a Bid, Contractor represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services. Contractor shall be solely responsible for the safe execution of the work. The Contractor shall be responsible for ensuring the safety of their crews, the public and site visitors. Contractor shall have personnel that can be contacted Monday through Friday 7:00 to 4:00 daily to answer any questions from the GCDWR Construction Manager relating to work orders, location of where staff is working, when work orders will be completed and when landscaping will be completed. The names of the Office and Field Supervisors will be provided to the GCDWR Construction Manager along with a valid, full-time contact number and e-mail address.

The public should be able to easily identify contractor employees. The successful contractor shall provide the field crew uniforms and picture identification badges which shall be worn at all times when work under this contract is being performed. All trucks should be marked with contractor's name and contact number.

The contractor shall be very sensitive and supportive to customers and respect their property while conducting work.

5. Materials

GCDWR will furnish curb stops, water meters, meter boxes, meter box lids, pipe, copper tubing, and manufactured fittings and appurtenances for the repair/replacement of existing service lines and water mains. No materials supplied by the County shall be used to address damage to the Customer's plumbing beyond the limits of the Contracted Work arising from the operations or activities of the Contractor. Wherever the bid document makes references to the County-furnished materials, it will include only the items specified in this section. The Contractor will be required to furnish all labor, tools, equipment, and all other materials necessary to complete the work, including but not limited to; dirt, crusher run, gravel, cold/hot patch mix, concrete, grass seed, pine/wheat straw, sod, pine bark, and landscaping materials. Materials furnished by the County must be picked up by the Contractor at the warehouse, currently located at 684 Winder Highway, Lawrenceville, Georgia 30045. Contractor is responsible for transport, storage, and protection of the County supplied materials. All material withdrawals must be approved by the GCDWR Construction Manager and must be scheduled at least three business days in advance with warehouse personnel. Withdrawals "on demand" will not be allowed unless authorized by GCDWR Construction Manager.

Contractor shall be responsible for any materials removed from the warehouse which are damaged, stolen, or lost prior to installation or returned to the warehouse in an unacceptable condition. No modifications to, or substitutions for, County supplied materials shall be allowed without the specific approval of the GCDWR Construction Manager. Approval of modifications or substitutions at one location may not be assumed by the Contractor to apply to other locations. Contractor shall be solely responsible for any additional costs arising from such modifications.

6. Return of Used and Unused Materials

Contractor shall submit a monthly summary to the GCDWR Construction Manager listing all materials issued to them from the warehouse, installed into the assigned work, and maintained in their working inventory. All used brass fittings and unused copper will be returned to GCDWR on a quarterly basis or as requested from the GCDWR Construction Manager. Any unused components issued to the Contractor by the County warehouse must be returned to the warehouse in good condition, ready for use as intended. Damaged, fouled or otherwise unusable materials or components shall be replaced by the County at the Contractor's expense. New inventory will not be given out until all unused parts are returned for recycling. GCDWR Construction Manager shall have the right to require the Contractor to verify and account for the inventory issued to them from the Warehouse at any time to the satisfaction of the County.

7. Damages

All plumbing that is damaged by Contractor or their subcontractor at any tier shall be repaired by the Contractor at the Contractor's expense. This includes, but is not limited to, customer's broken service lines within 10 feet of the meter box, broken irrigation lines, damaged sprinkler heads, plumbing issues, stopped up Pressure Reducing Valves, or damaged water heaters, etc. up to 90 days from the date that the work is performed. Any damage to plumbing resulting from direct impacts of the Contractor's equipment, vehicles, or the actions of their personnel shall be repaired by the Contractor at their sole expense regardless of distance from the meter box.

8. Concrete Sidewalks/Driveways/Curbing

All sidewalks, driveways and curbing must be replaced within 10 calendar days of completion of the

associated service line work. Such restoration shall replace the removed section in-kind with respect to materials, reinforcement, section, and finish and shall comply at a minimum with the Specifications and Details of the authority having jurisdiction over the adjacent street whether County or State. Hardscape restoration (concrete and asphalt) shall be in addition to the unit rates submitted for the work undertaken. All sidewalks needing repair, arising from repair/replacement of water service lines or mains, will be replaced in sections from existing joint to joint. Driveways will be replaced to the first expansion joint. All concrete repairs must be completed prior to submission of invoices. All replacements must meet or exceed existing condition and comply with ***“Water System Design and Construction Standards for Development Projects, Latest Revision”***. This document is available on the County website at location specified above in Part 2.

Note: Contractor shall inspect concrete driveways and walkways prior to commencing work to determine if there are pre-existing cracks or damage. Contractor should take photographs to document conditions prior to beginning work and following completion of the work – including surface restoration. Photographs are to be appropriately labeled so they are associated to each work site. Pay Requests submitted to the County without the associated photos shall be refused and returned to the Contractor as incomplete.

When replacing and/or constructing a concrete driveway, the existing driveway shall be cut with the concrete saw, and 1/2-inch preformed joint material, full depth, is to be used at the joint. Joint material shall also be placed between the curb and driveway if applicable. All concrete used to construct the various items shall have a minimum of compressive strength of 3000 psi at 28 days and shall be installed with all reinforcing as per Gwinnett County details. Form offsets at radius points shall be at least 12 inches to avoid slivers of concrete that may be easily broken off.

Curing of all concrete shall be in accordance with Section 430 of the Georgia Department of Transportation Standard Specifications – latest edition. Curing shall be considered incidental to the construction, and no additional payment will be made.

The unit prices for concrete and asphalt replacement must include the off- site disposal of all removed and/or excavated materials at the time of excavation. Piling the debris on the street and the right-of-way is not acceptable. The removal and disposal of all other miscellaneous concrete (catch basin tops, etc.) will be considered incidental to the particular pay item being constructed. The section of pavement / concrete to be installed by the Contractor shall match the section removed and shall comply with applicable standards.

9. Road Cuts

Long-side repair and/or replacements shall be performed using trenchless methods whenever possible. All road cuts must have prior approval from the GCDWR Construction Manager and shall be kept to the smallest footprint possible when used. All road cut repairs must be completed prior to submission of invoices.

Repair of road cuts must meet section 3.14 of the GCDWR Construction Standards and standard detail Number G4. In the event the road cut repair fails to maintain grade or bond to the adjacent section within 90 days, the contractor shall be required to repair the defective road cut at their own expense. Any claims for damage to vehicles due to a defective road cut will be at the sole responsibility and expense of the contractor.

At no time will it be acceptable to leave the job site of a road cut without temporarily repairing the cut. If completion of the paving is to be delayed, the cut must be filled with compacted material and crusher run such that vehicles and the public are protected against damage. The final top dress of the completed work should be made within 10 days of original cut unless approved by the GCDWR Construction Manager. No payment for the installation will be paid until the work is complete including surface restoration.

10. Landscaping

All landscaping must be completed prior to submission of invoices. Disturbed areas in Customers' yards, including yard-areas within the Right-of-Way, shall be hand raked smooth upon completion of repairs, so there are no lumps, chunks of dirt, roots or rocks. Excavation area should be restored to its original condition to match previous contour and the site must be free of all debris. Surface treatment shall be determined by the conditions existing prior to the Work. Grassed and bare areas are to be treated with grass seed and straw mulch. Sodded areas will be re-sodded using a grass type equal to the existing cover. Grass cover restoration shall extend to the full area disturbed by the Contractor, including, access, staging and stockpiling activities, to the point of intersection with any concrete or asphalt surfaces removed as part of the work. Hardscape restoration shall be paid at the unit rates supplied in the Bid and shall be in addition to the unit rates for the work undertaken. Hardscape areas with simple concrete or asphalt will be replaced in-kind. Restoration of decorative, specialty landscaping is covered below. Only after the site is prepared and level shall the Contractor apply seed and straw or sod. Contractor will restore all landscaping to original condition and customer satisfaction, to include buying all grass seed, sod, wheat/pine straw and pine bark as needed. It will be the Contractor's sole responsibility to supply material and labor for repairing damages to all types of improvements, mailboxes, mailbox posts, domestic water, or irrigation systems if damaged either directly or indirectly by the Contractor. It is the responsibility of the Contractor to protect all adjacent improvements during the execution of the work and minimize the area impacted. Grass restoration shall be performed immediately following completion of the service call. Concrete and asphalt restoration shall be completed within 10 days of completing the service call. Specialty landscaping restoration shall be completed according to the schedule submitted by the Contractor for the work.

When the landscaping crew installs replacement sections of sod, such sections shall be placed as to not allow a gap more than ½" between the existing grass edges and the new sod. All replacement sections of sod shall be rectangular in shape and shall not be applied as plugs to fill small irregular shaped areas. Neaten the edges of the disturbed area as necessary to allow such installation of sod.

11. Specialty Landscaping

Specialty landscape items shall include landscaping consisting of improvements other than grass cover, concrete, or asphalt, and shall include but not be limited to: trees, shrubs, brick mail boxes, fences, decorative walkways, planters, pavers, retaining walls, cobblestone and stamped concrete driveways. Removal of such specialty landscaping will require prior authorization from the GCDWR Construction Manager. If approval is not obtained prior to removal, the Contractor will assume all responsibility for the replacement of such items to their original condition without additional compensation. Contractor shall delineate the extent of their projected impacts to specialty landscaping and undertake the work with the intention of minimizing such impacts. Compensation for materials used to restore specialty landscaping, if agreed in advance by the County as necessary or appropriate, will be made to the Contractor at a maximum of cost plus 10%, for those products and materials pre-approved. Labor costs for restoration of specialty landscaping must be pre-approved by the County and will be all-inclusive for labor, equipment, and any supplies necessary to complete the work. Approval of specialty landscaping fees shall be on a case-by-case basis and shall not be extended by the Contractor to other locations or set a precedent for future claims.

Contractor shall provide all services necessary to remove or subcontract the removal of any trees or shrubs preventing the completion of the assigned work. Contractor shall affix orange flagging tape to clearly identify the trees or shrubs and receive the approval of the GCDWR Construction Manager prior to their removal. In the event that shrubs or trees must be removed immediately, Contractor shall still be required to contact the GCDWR Construction Manager for approval and must thoroughly photograph the work area to document the necessity for the removing the trees. Upon receiving the approval of the GCDWR Construction Manager, Contractor may then proceed with such removal as necessary to make the repairs. Contractor must, upon completion of this work, attach a door tag that explains what was done and shall attach a business card for the GCDWR Construction Manager as a point of contact.

12. Subcontractors

The Contractor will be allowed to use fully certified subcontractors for work under this contract, but the majority of the work must be performed by the Prime Contractor. Subcontractors shall be required to document the training of their employees in the same manner as the Prime Contractor prior to working under this contract. Approval of a subcontractor by the County shall not in any manner relieve the Contractor for their sole responsibility for the quality and adequacy of work. Any work performed by the subcontractor's crews will be the Contractor's responsibility as if performed by their own crews. Subcontractors must use vehicles that display the Company Name. The addition of a subcontractor after the bid shall require County approval. Claims for extension of time or delays in the progress of the Work associated with this approval process shall not be considered by the County. Any reduction in costs associated with the subcontractor shall be reflected on future Pay Requests. Any increase in Contractor's costs due to the addition of a subcontractor after the bid shall not be cause for increased costs to the County.

13. Worksites

The County will not assume responsibility for removal/disposal of debris or spoil generated by Contractor from worksites or supply a disposal site for the Contractor's use. Contractor shall be required to clean up mud and dirt from all repair sites, leaving sites in original conditions. Contractor shall not track mud or debris onto the public right-of-way. Clean up and off-site disposal of waste shall be considered as integral to the work and shall not be billed as a separate task. Contractor shall only dispose of debris in a legal manner.

14. Contact

The Contractor shall provide a contact person in their office at all times during the business hours that is familiar with the on-going and up-coming work assignments and capable of answering questions that may arise. The Contractor's field-contact person will have a serviceable mobile device or cellular phone and will be available to GCDWR Construction Manager at all times during normal business hours.

15. Repairs by the County

If faulty repair work and/or faulty landscaping by the Contractor is identified by the County and is found to be the Contractor's responsibility, the Contractor will be notified and given 24-hours to correct the issue. If corrective measures are subsequently taken by the County following that period, the costs of the repair shall be charged to the Contractor and withheld from their next Pay Request. A detailed explanation shall be attached to each deduction.

16. Contractor Level of Performance

Contractor shall maintain sufficient resources and adequately trained staff to undertake approximately 50 service line leak assignments per month. Developing an excessive backlog due to the failure of the Contractor to provide this level of services according to the requirements of this bid and within the times as stipulated will constitute a default of contract. Default of contract may be considered sufficient grounds for termination. Additional remedies include: Contractor's performance would be reviewed by the Gwinnett County Purchasing Policy and Review Committee; documentation of Contractor's performance would be placed in the Vendor Performance File; Contractor would be placed on Gwinnett County's Ineligible Source List and any future solicitations and/or awards could be denied; Contractor's bonding agent may be contacted for remedial action per Part 2, sub-part 21 of this document.

17. Normal Hours of Work

The GCDWR normal business hours are 7:00 a.m. to 4:00 p.m. (Monday through Friday). All work will be assigned during these business hours. Exceptions to these hours [including Holidays, Saturdays and Sundays] must have prior approval by GCDWR.

For the purposes of this bid, the following applies:

- Normal Business Hours will be defined as Monday through Friday, 7:00 a.m. to 4:00 p.m.
- Weekend Hours will be defined as 4:00 p.m. Friday to 7:00 a.m. Monday
- Holiday Hours will be defined and recognized as New Year's Day, Martin Luther King Jr. Day, Veteran's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

No additional payment shall be made for work performed outside normal hours unless specifically requested by GCDWR. Work performed outside normal hours at the request of the Contractor shall be considered as the Contractor's convenience. Emergency repairs required to address faulty work previously installed by the Contractor shall be the sole responsibility of the Contractor and shall not be compensated.

D. SERVICE LINE LEAK REPAIRS AND REPLACEMENTS/MAIN REPAIRS

1. SCOPE OF WORK

- a. The Contractor shall replace/repair service lines as instructed by GCDWR. It is GCDWR's intention to assign only non-emergency, scheduled work. Work orders will be assigned during normal business hours, Monday through Friday, 7:00 a.m. to 4:00 p.m. Unscheduled, emergency repairs will be completed by GCDWR staff. There should be no backlog of work orders exceeding 10 business days from date of issuance. GCDWR reserves the right to prioritize the order in which work order requests are worked by the Contractor.
- b. The Contractor shall repair water mains as directed by GCDWR Construction Manager. There should be no backlog of work orders for water main repairs exceeding 10 business days from date of issuance. GCDWR reserves the right to prioritize the order in which work order requests are worked by the Contractor.
- c. Meter relocations will be performed as directed by GCDWR. The final installation and configuration shall comply with County details and standards. The contractor shall complete all meter relocation requests within 10 business days. Any meter relocation requests that cannot be completed must be returned to the GCDWR Construction Manager as soon as such determination has been made along with a written explanation as to why the installation could not be performed. GCDWR reserves the right to prioritize the order in which relocations are handled, including the prioritization of this work over other assignments.
- d. Meter Replacements (3/4-2") will be performed as directed by GCDWR. Typically, meter replacements will be completed as a part of a service line replacement. Only meters that are specifically assigned by the GCDWR Construction Manager will be replaced in conjunction with certain service line replacements. Not all service line replacements will require the replacement of the water meter.
- e. The contractor shall be responsible for contacting GA811 and following all Georgia Dig Law requirements before beginning any excavation work on this contract.

2. SPECIFIC REQUIREMENTS AND SPECIFICATIONS

a. Work Orders

If additional work or repairs are identified during the course of completing the originally assigned tasks and such work is covered under the contract line items provided herein, the Contractor may be issued a crew-generated work order to undertake such additional tasks. All crew generated work orders must be in the same residential lot as the original work order that was given to the Contractor.

All crew generated work orders must be approved by the GCDWR Construction Manager prior to work or no payment will be rendered. Contractor will be required to make necessary repairs/replacements of service line/leaks and relocate existing water meters on an "as needed" basis.

All work orders must be completed on a **First in – First out basis unless specified otherwise by the GCDWR Construction Manager** and shall include all dress-up, site restoration, and road cut repairs. Paperwork on completed work

b. **Contractor shall respond to work orders as follows:**

Scheduled Repairs

Coordinated with location of other utilities (i.e., small service line leaks, meter leaks, relocation requests). Work orders under this category must be completed within 10 business days from date issued by the County. The successful contractor(s) shall provide the County a daily report listing all outstanding scheduled repairs and the estimated time for anticipated completion. The report should include a brief explanation if work order(s) could not be completed due to circumstances beyond the Contractors control.

Payment Submittals

Submittals will be made as follows: The Contractor will submit for payment for all work performed during the calendar month by the second day of the following month. All services must be inspected and approved by the GCDWR Construction Manager before payment will be made. Any and all services failing to pass inspection will not be paid until corrections have been made and another inspection has been completed. If invoices are rejected by the GCDWR Construction Manager due to the failure of the Contractor to adequately document the work, produce acceptable quality of work, or address identified defective works, the Contractor shall address such shortcomings as identified by the GCDWR Construction Manager and shall re-issue associated invoices, which must reflect the date that such changes have been implemented.

Quality of Work

The Contractor shall provide a quality control review of their work which will effectively verify and monitor the adequacy of their work efforts and documentation. The methods used shall require approval of the GCDWR Construction Manager. If at any time the GCDWR Construction Manager finds the methods employed by the Contractor or the quality of the repairs or replacements to be inadequate, the Contractor shall revise their methods or suspend the use of the crew providing inadequate quality work. Contractor shall address such rejected work at their sole expense.

The County reserves the right to verify service line replacements and repairs using whatever methods are available and considered appropriate at their sole discretion. If a leak is identified by the County within 10-feet of the Contractor's work during such review, the County may repair such defective works, hire a third party to perform the repair, or require the Contractor to return to the site and repair such work themselves. Such remedial work shall be at the sole expense of the Contractor regardless of the method used to perform such repair.

Should the Contractor fail to complete the assigned work within the time limits provided, fail to adequately document the work and submit such documentation in a timely manner, or produce poor quality work, the County may: withhold or reduce the issuance of future work assignments; withhold payment of submitted invoices until such time that the outstanding work is properly completed, repaired, and documented to the satisfaction of the County; or terminate the contract.

E. BID SCHEDULE**1. EXPLANATION OF BID SCHEDULE**

The Contract will be an "Open-End" type to provide for the requirements of GCDWR on an "as-ordered" basis. The quantities of Work given for Unit Price Items in the Bid Form are approximate and are assumed solely for comparison of the bids. The Quantities listed on the Bid Form may be increased, decreased or eliminated as necessary to satisfy the needs of the County. The quantities listed in the bid schedule are not guaranteed to be assigned by the County. Since quantities and rate are not guaranteed to be accurate statements or estimates of quantities of Work that are to be performed under the Contract, any departure, therefore will not be accepted as grounds for adjusting the Unit Rate provided in the Bid, any claim for damages, for extension of time, or for loss of profits regardless of the quantities actually installed.

It is the intent of these Bid Documents to procure Complete Works, fully functional and in compliance with County Standards and specifications. Unit Rates provided by the Contractor shall be all-inclusive to achieve this end result. It is not the intent of these documents to provide a complete and full description of the methods and materials necessary to achieve the end result. The omission from these documents of standard procedures or materials normally used in the implementation of the Work shall not relieve the successful Bidder from the performance of those requirements nor be cause for claims for additional compensation unless specifically identified in the Bid. This project will require significant administration and coordination on the part of the Contractor. Contractor shall consider such needs and shall include these costs in the Unit Rates provided in the Bid Form. No separate payment shall be made for the administrative requirements of the Contractor or Direct Costs associated with the management, implementation, or documentation of the Project.

Contractor's unit rates shall cover the Contractor's full cost to perform one unit of each line item as an independent incident, while being competitive enough to provide reasonable full cost coverage for innumerable quantities per incident and/or comprehensively.

2. MEASUREMENT AND PAYMENT

Project management, customer notification and coordination, traffic control, excavation, backfilling, site restoration, erosion control, flushing, and disposal of any debris or wastes generated by the work shall be included in the unit prices supplied by the Bidder. Surface restoration and site clean-up shall include the restoration of grass cover in-kind to the satisfaction of the customer and the GCDWR Construction Manager and shall reflect the grass cover existing prior to the repair, up to and including the placement of sod. Bare ground shall be restored by the placement of grass seed and straw. Surface restoration of grassed areas is to be included in the unit rates provided by the Bidder. No additional payment shall be considered for these activities unless specifically identified in the descriptions following. Such efforts are considered incidental to the work described and shall be the responsibility of the Contractor to provide.

The contractor shall be responsible for complying with the Georgia "Dig" law. The Contractor shall schedule their work such that utility locates are appropriately considered in the allotted time limits set for the work. Safety of the crews, public and the works shall be responsibility of the Contractor and shall be included in the unit rates provided unless specifically identified in the Bid List as a separate item.

No additional payment shall be made for work performed outside of normal working hours unless authorized in advance by GCDWR.

SERVICE LINE REPAIR/REPLACEMENT ¾"-2"	
Item number(s)	Measurement & Payment
1 & 2	<p>Scheduled ¾"-2" Short-Side Service Replacement</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary for installing new, or replacing existing, ¾"-2" water service lines complete and ready to be set into service. County-provided materials shall be limited to those specifically identified in Part 3.6 above. Work may include tapping of water main located on the same side of the road centerline as the property served and abandoning existing tap if present. Payment shall be made at the unit rate bid per each service line assigned by GCDWR and completed in compliance with Gwinnett County standards.</p>
3 & 4	<p>Scheduled ¾"-2" Long Side Service Replacement</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary for installing new, or replacing existing, ¾"-2" water service lines complete and ready to be set into service. County-provided materials shall be limited to those specifically identified in Part 3.6 above. Work may include tapping of water main located on the opposite side of the road centerline as the property served and abandoning existing tap if required. Payment shall be made at the unit rate bid per each service line assigned by GCDWR and completed in compliance with Gwinnett County standards.</p>
5 & 6	<p>¾"-2" Additional Fee for Service Line Replacement After Hours, Holidays, Weekends</p> <p>This line item identifies the fee to be added to the standard billing rate for service line efforts undertaken outside of normal business hours, including holidays and weekends. Such payment is in addition to the standard unit rates and is not a replacement for those unit rates. Preapproval of the Project Manager is required before the Contractor may bill under this line item. Approval of use in one instance shall not set a precedent for future approvals nor shall the Contractor assume that approval is extended to other locations regardless of similarity in circumstances. Payment shall be made per each occurrence pre-approved by the Project Manager and completed in compliance with County standards.</p>
7	<p>Extra Length of Service Line ¾"-2"</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control, and equipment necessary for installing ¾"-2" water service lines beyond 50-foot length for short-side installations or 75-foot length for long-side installations. Payment for each additional foot of service line length beyond the limits identified here shall be made at the unit rate bid and shall be all-inclusive. County-provided materials shall be limited to those specifically identified in Part 3.6 above.</p>
8 & 9	<p>Scheduled Repair Service Line ¾"-2"</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary for performing a repair on an existing, ¾"-2" water service line. Repair shall comply with County standards and return the line to full function ready to be set into service. County-provided materials shall be limited to those specifically identified in Part 3.6 above. A single repair shall encompass up to the full length of one pipe joint. Payment shall be made at the unit rate bid per each service line assigned by GCDWR and completed in compliance with Gwinnett County standards.</p>
10 & 11	<p>Relocate Meter ¾"-2" – Without Tap</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control, and equipment necessary for relocating a ¾"-2" water meter from one location on a lot to another location on the same lot. Unit rate bid shall include all work necessary to move meter and meter box, extend service line to new location, purge the service line of debris or sediment, such that the meter is ready to set back into service. Relocation shall comply with County standards. County-provided materials shall be limited to those specifically identified in Part 3.6 above. Payment shall be made at the unit rate bid per each meter relocation assigned by GCDWR and completed in compliance with Gwinnett County standards.</p>

SERVICE LINE REPAIR/REPLACEMENT ¾"-2" (continued)	
Item number(s)	Measurement & Payment
12 - 15	<p>Relocate Meter ¾"-2" – With Tap</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control, and equipment necessary for relocating a ¾"-2" water meter from one location on a lot to another location on the same lot. Unit rate bid shall include all work necessary to move meter and meter box, extend service line to main, installation of a new tap, abandon existing tap, purge the service line of debris or sediment, and set meter back into service. Relocation shall comply with County standards. County-provided materials shall be limited to those specifically identified in Part 3.6 above. If work assigned includes long-side tap, trenchless methods shall be used if possible. Specific, prior authorization of the Project Manager for open cut installation is required. Payment shall be made at the unit rate bid per each meter relocation assigned by GCDWR and completed in compliance with Gwinnett County standards.</p>
16 & 17	<p>Replace Water Meter ¾"-2"</p> <p>Work performed under this line item includes providing all labor, tools, traffic control and equipment necessary for replacing water meters ¾"-2" in size as directed by the Project Manager. New water meters will be provided by the County. All meters shall be replaced according to County standards and lines thoroughly flushed clear of debris and set back into service. Payment shall be made at the unit rate bid per each meter replacement.</p>
18	<p>Abandon Tap as a Stand-Alone Work Order</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary for abandoning a ¾"-2" water service tap not associated with the work undertaken under other line items of this contract. County-provided materials shall be limited to those specifically identified in Part 3.6 above. Payment shall be made at the unit rate bid for each tap assigned under this line item by GCDWR and completed in compliance with County standards.</p>

REPAIR WATER MAINS, 2"-12"	
Item number(s)	Measurement & Payment
1-6	<p>Repair Water Mains, (2"-12")</p> <p>Work performed under this line item shall be assigned only if incidental and necessary to completing other work undertaken as part of this contract. Water Main repairs shall not be assigned as separate, independent work. Work performed includes providing all labor, materials, tools traffic control and equipment necessary for repairing water mains sizes 2"-12" complete and ready to be set back into service. Repair shall comply with County standards and return the line to full function ready to be set into service. County-provided materials are detailed above. A single repair shall encompass the full length necessary to restore the intended function of the main including all fittings or appurtenances as identified by the Project Manager as necessary and in compliance with Gwinnett County specifications and details. Payment shall be made at the unit rate bid per foot of pipe removed and replaced in compliance with Gwinnett County standards at the location assigned.</p>

MISCELLANEOUS SERVICE LINE REPAIR HOURLY RATES	
Item number(s)	Measurement & Payment
1	<p>Miscellaneous Service Line Repair Hourly Rates</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to repair services out of the normal scope of work and as specifically directed by GCDWR. Such work may include but not be limited to the repair or replacement of service lines on the customer's side of meter. Work on the customer's side of the meter shall be at the sole responsibility and cost of the Contractor unless specifically requested by the Project Manager. County-provided materials are detailed above. Contractor shall be required to provide an estimate of hours to be associated with the work for approval by the Project Manager prior to undertaking the effort. No additional payment shall be made for work performed outside of normal working hours unless authorized in advance by GCDWR. Payment shall be made at the unit rate bid per hour approved by the Project Manager prior to the assignment of the work.</p> <p>If the Contractor's crew arrives at a work site and determines that the work order reflects an incorrect address or that the work has already been completed by others, the Contractor shall be allotted up to one hour of time under this line item for each such event. If a second such error is found on the same set of work orders, the Contractor shall immediately report such finding to the Project Manager to verify whether there has been a transmission error in the work order assignments, one additional hour of time shall be allotted under this line item for the second occurrence.</p>

SERVICE SADDLE REPAIR OR REPLACEMENT	
Item number(s)	Measurement & Payment
1-6	<p>Service Saddle Repair or Replacement (Each)</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to replace service saddles sizes ¾" through 2" for tap sizes that range from 2" through 12". Work shall include excavation to the main at the defective tap, the installation of the removal and replacement of the defective tap, abandonment of the tap if the location is damaged beyond repair and tapping of the main in a new location if necessary. County-provided materials are detailed above. No additional payment shall be made for work performed outside of normal working hours unless authorized in advance by GCDWR. Payment shall be made at the unit rate bid per each.</p>

CONCRETE/ASPHALT/SOD	
Item number(s)	Measurement & Payment
1-5	<p>Concrete/Asphalt/Sod</p> <p>Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to remove and replace sidewalks, driveways, curbing and sod, (all material types included). Replacement of concrete shall match the existing work in section, finish, and dimension, and shall meet the specifications and detail of the agency having jurisdiction over the road whether County or DOT. Dimension of concrete removal and replacement shall be as set out in these documents. Long side replacements shall be made using trenchless methods whenever possible. Road cuts must be approved in advance by GCDWR. The restoration of road cuts shall meet Gwinnett County standards and are to be warrantied against settlement or separation for not less than 90-days. Payment shall be made at the unit rate bid per Square Yard of pavement approved for removal by GCDWR. Sodded areas will be re-sodded using a grass type equal to the existing cover. Grass cover restoration shall extend to the full area disturbed by the Contractor, including, access, staging and stockpiling activities, to the point of intersection with any concrete or asphalt surfaces removed as part of the work.</p>

BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
A. SERVICE LINE LEAKS, REPLACEMENTS/WATER MAIN REPAIRS				
Service Line Repair/Replacement / Existing Meter Relocation/Meter Replacement (3/4"-2")				
1.	150 ea	Scheduled: 3/4"-1" short-side service line replacement		
2.	50 ea	Scheduled: 1 1/2"-2" short-side service line replacement		
3.	150 ea	Scheduled: 3/4"-1" long-side service line replacement		
4.	50 ea	Scheduled: 1 1/2"-2" long-side service line replacement		
5.	10 ea	3/4"-2" Additional Fee for Short Side Service Line Replacement After Normal Hours, Holidays, Weekends, Etc. Work		
6.	10 ea	3/4"-2" Additional Fee for Long Side Service Line Replacement After Normal Hours, Holidays, Weekends, Etc. Work		
7.	100 ft	Extra Length of Service Line (3/4" - 2")		
8.	300 ea	Scheduled repair 3/4"-1" service line		
9.	15 ea	Scheduled repair 1 1/2"-2" service line		
10.	10 ea	Relocate 3/4" - 1" existing meter without installing tap		
11.	10 ea	Relocate 1 1/2" - 2" existing meter without installing tap		
12.	10 ea	Relocate 3/4" - 1" existing short side meter including new tap		
13.	10 ea	Relocate 1 1/2" - 2" existing short side meter including new tap		
14.	10 ea	Relocate 3/4" - 1" existing long side meter including new tap		
15.	5 ea	Relocate 1 1/2" - 2" existing long side meter including new tap		
16.	10 ea	Replace 3/4"-1" water meter		
17.	10 ea	Replace 1 1/2"-2" water meter		
18.	50 ea	Abandon Tap as Stand-Alone Work Order		
SECTION A TOTAL			\$	

Submitting Supplier Name _____

BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
B. WATER MAIN REPAIRS				
1.	1 ea	Repair 2" main		
2.	1 ea	Repair 4" main		
3.	1 ea	Repair 6" main		
4.	1 ea	Repair 8" main		
5.	1 ea	Repair 10" main		
6.	1 ea	Repair 12" main		
SECTION B TOTAL			\$	
C. MISCELLANEOUS SERVICE LINE REPAIR, HOURLY RATE				
1.	10 hr	Miscellaneous repairs hourly rate		
SECTION C TOTAL			\$	
D. SERVICE SADDLE REPAIR OR REPLACEMENT				
2"-8" Main; Tap Size:				
1.	5 ea	3/4"		
2.	5 ea	1"		
3.	5 ea	2"		
10"-12" Main; Tap Size:				
4.	5 ea	3/4"		
5.	5 ea	1"		
6.	5 ea	2"		
SECTION D TOTAL			\$	

Submitting Supplier Name _____

BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
E. CONCRETE/ASPHALT/SOD				
1.	250 lf	Sidewalk restorations (per lf) joint to joint		
2.	1,000 sy	Concrete pavement including reinforcement for driveways, parking misc.		
3.	250 sy	100% crusher run with hot patch		
4.	500 sy	Replace sod		
SECTION E TOTAL			\$	
ITEM #	APPROX. ANNUAL SPEND	DESCRIPTION	% ABOVE COST (not to exceed 10%)	TOTAL PRICE
F. CONTINGENCY COSTS-ADDITIONAL WORK				
5.	\$5,000	Labor & materials (cost not to exceed 10%)	%	
SECTION F TOTAL			\$	
BID TOTAL (Sections A – F)			\$	

Submitting Supplier Name _____

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

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

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.

Unless otherwise noted, quoted prices will remain firm for four (4) additional one (1) year periods.

- 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 _____

- 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 _____

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 sixty (60) 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 _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ E-mail address _____

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

Telephone Number _____ E-mail address _____

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

REFERENCES

GCDWR requests a minimum of three (3) verifiable references where work of a similar size and scope has been successfully completed in the last ten (10) years by the Bidding firm wherein they were performing as the Prime or lead firm with responsibility for the management and performance of the work. Bids will be considered only from experienced and well-equipped contractors engaged in work of this type and magnitude. List similar work successfully completed within the last ten (10) years, giving the location and scope of work performed. Bidder shall specify the portion of the work undertaken by their firm.

1. COMPANY NAME _____
 BRIEF DESCRIPTION OF PROJECT _____
 COMPLETION DATE _____ LOCATION _____
 ANNUAL SERVICE LINE REPAIR/REPLACEMENT SIZE & QUANTITY: _____

 PORTION OF WORK COMPLETED BY FIRM _____ %
 CONTACT PERSON _____ TELEPHONE _____
 E-MAIL ADDRESS _____

2. COMPANY NAME _____
 BRIEF DESCRIPTION OF PROJECT _____
 COMPLETION DATE _____ LOCATION _____
 ANNUAL SERVICE LINE REPAIR/REPLACEMENT SIZE & QUANTITY: _____

 PORTION OF WORK COMPLETED BY FIRM _____ %
 CONTACT PERSON _____ TELEPHONE _____
 E-MAIL ADDRESS _____

3. COMPANY NAME _____
 BRIEF DESCRIPTION OF PROJECT _____
 COMPLETION DATE _____ LOCATION _____
 ANNUAL SERVICE LINE REPAIR/REPLACEMENT SIZE & QUANTITY: _____

 PORTION OF WORK COMPLETED BY FIRM _____ %
 CONTACT PERSON _____ TELEPHONE _____
 E-MAIL ADDRESS _____

CONTRACTOR NAME _____

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

LIST OF SUBCONTRACTORS

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

NAME AND ADDRESS	TYPE OF WORK

CONTRACTOR NAME _____



Solicitation Name & No. Repair and Replacement of Water Service Lines on an Annual Contract, BL060-22

CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

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

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

E-Verify * User Identification Number Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent 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 , 20

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

Notary Public
My Commission Expires:

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



Bid # & Description BL060-22, Repair and Replacement of Water Service Lines on an Annual Contract

CODE OF ETHICS AFFIDAVIT

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

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

1. _____
(Company Submitting Bid/Proposal)

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

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

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

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

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

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20__
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

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

Gwinnett County, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for:
WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

(Principal)

(Principal Secretary)

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(Address)

(SEAL)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

STANDARD INSURANCE REQUIREMENTS

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 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.

BOND # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars

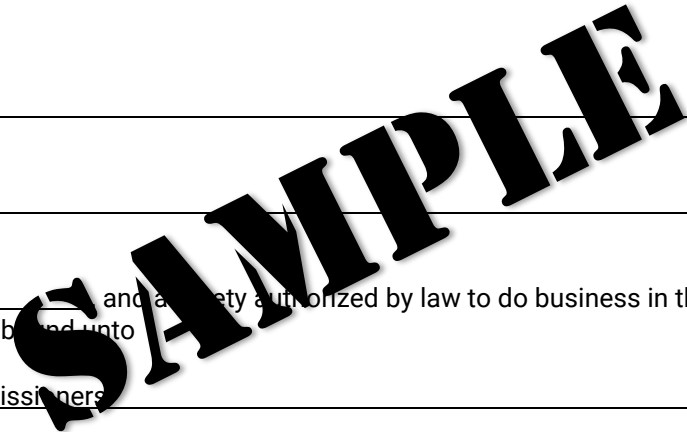
(\$ _____) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.



PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal Secretary)
(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

<u>BONDING AGENT CONTACT INFO</u>	
Print Name	_____
Company Name	_____
E-Mail	_____
Phone	_____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BOND # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal Secretary)
(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____

(Attorney-in-Fact)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

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

Buyer's 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

*****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 E02011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.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@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 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.