



March 29, 2023

**INVITATION TO BID
BL059-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Water Meters on an Annual Contract** with four (4) options to renew for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on April 20, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website www.gwinnettcounty.com.

Questions regarding bids should be directed to Lindsey Gravitt, Purchasing Associate II, at lindsey.gravitt@gwinnettcounty.com or by calling 770-822-7833, no later than 12:00 P.M. on April 10, 2023. Bids are legal and binding upon the bidder when submitted.

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

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

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

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

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

Lindsey Gravitt
Purchasing Associate II

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

Compliance Sheet, Page 11
Meter Model Table, Page 12
Bid Schedule, Page 13-14
References, Page 15
Code of Ethics, Page 16

GENERAL SPECIFICATIONS

I. GENERAL REQUIREMENTS – APPLIES TO ALL ITEMS

General: All meters furnished shall be manufactured by a registered ISO 9001 quality standard facility. Acceptable meters should have a minimum of five (5) years of successful field use. Meters shall be manufactured by a company with a minimum of ten (10) years' experience in manufacturing various types of cold-water meters such as Multi-jet, Positive Displacement, Compound, Ultrasonic, and Turbine type water meters. All meters must fully comply with USA public law 111-380 concerning lead content and the safe drinking water act (SDWA). All meter specifications and testing shall meet or exceed the latest revision of AWWA C-700, C-708, and C-715.

A. QUANTITY:

The quantity of meters listed on the bid schedule form to be supplied during the contract period is only an estimated usage. All meters will be ordered on an "as needed" basis. The successful bidder will be required to supply meters, according to the delivery schedule furnished with purchase orders from time to time for the unit price bid, whether the total quantity ordered shall be greater or less than the quantity specified in the bid schedule. The bidder shall have no claim against the County for any additional compensation by reason thereof. The County has the right to cancel orders without penalty, if such order is overdue 15 days past delivery date and purchase meters from other sources. No compensation shall be paid toward such cancelled orders regardless of the reason for the order being overdue. The contract vendor will pay any additional cost incurred as specified in the General Instructions to Bidders. Meters not meeting the specifications of this solicitation shall be returned to, and replaced by, the vendor at their sole expense, including all related shipping charges. Delivery of unacceptable meters shall not extend the delivery due date for the order.

B. FACTORY TEST:

Each meter delivered shall be supplied with certified meter accuracy test data attached to the meter. This data shall contain the percent of accuracy at minimum flow, an intermediate flow and maximum flow based on the meter type per AWWA Standards. The meter serial number and date of test must be indicated on the test data.

C. CASES:

All meters shall have a non-corrosive water works, and no lead components. All meters shall have cast on them, in raised characters, the size and direction of flow through the meter. The main case shall withstand a working pressure of 150 PSI without leakage, seepage in the castings, or distortion affecting the free and accurate operation of the measuring unit. The size of the meter and the direction of flow shall be cast in raised letters on the outer surface of the case. Cases must be made from either 316 Stainless Steel, Lead-Free Copper alloy or Epoxy coated Ductile Iron. Cases are not allowed to be made from composite material. The positive displacement 1-1/2" and 2" meters will need to be copper alloy. Cast Iron is not an acceptable material for this bid in any category.

1. All 5/8", 5/8x3/4", 3/4x3/4", 1", 1-1/2", and 2" meters shall have a top and bottom meter case closure made of a lead-free copper alloy containing not less than 75% copper.

2. Meters shall comply with the lead-free requirements as defined by the 2014 provisions of the Safe Drinking Water Act which changes the definition of lead-free from the current 8.0% to not more than a weighted average of 0.25% lead when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.
3. Main cases shall be capable of withstanding a hydrostatic burst pressure of 600 psi (or 450 psi with frost bottom). The bottom closure for the copper alloy housing may be copper alloy for 5/8" through 1".
4. Casings shall not be repairable in any manner. The inlet and outlet shall have a common axis. Connection flanges shall be parallel.
5. All 1-1/2" and 2" meters shall have a top and bottom meter case closure made of a copper alloy containing not less than 75% copper. The 1-1/2" and 2" meters will need to be copper alloy.
6. The housing shall be designed so that at a working pressure of 150 psi, any distortion will not affect the accuracy of the meter.
7. All 1-1/2" and 2" Positive Displacement meters shall have a 1" NPT test plug port shall be available in the outlet side of the meter.
8. The size, model, and direction of flow through the meters shall be cast in the top side of all meter outer cases.
9. All 1-1/2" and 2" meters shall be of flanged type. Flanges to be provided by supplier shall be no lead bronze. The meters will need to have a companion flange that is FNPT x Flange and include the nuts bolts and full circle gaskets. The set will consist of 2 flanges, 2 rubber gaskets, 4 nuts and 4 bolts.
10. Meters that do not meet these requirements will be returned to the Manufacturer and replaced with acceptable meters and components at their sole expense.

D. EXTERNAL BOLTS AND WASHERS:

All external bolts and nuts shall be made of anti-seize, bronze or 316 stainless steel, and shall be so designed for easy removal after having been in service for a minimum of 10 years.

E. REGISTER BOXES:

The name of the manufacturer shall be permanently cast or molded in the lid of the register box. The lid and shroud shall be recessed and overlap the register box to protect the lens. The serial number of the meter shall be imprinted on the lid. Register box enclosures, rings, and lids shall be made of engineering thermoplastic or other suitable synthetic polymer. All registers shall be completely and permanently sealed at the factory, to be impervious to changes in the atmospheric pressures which could cause moisture within the sealed register chamber, without need for anti-moisture capsules or other condensation preventive devices.

F. PREPARATIONS FOR DELIVERY:

The unit price listed on the bid schedule shall include delivery of all meters to the DWR Central Warehouse located at Department of Water Resources, Central Facility, 684 Winder Highway, Lawrenceville, Ga., 30045. Meters should be delivered promptly as

scheduled and every attempt should be made to adhere to delivery schedule.

G. AFFIDAVIT OF COMPLIANCE:

The GCDWR may require an affidavit from the manufacturer or vendor that the meters furnished under the purchaser's order comply with all applicable requirements of this specification. Failure to meet any part of the specification may be sufficient cause for rejection.

H. SECURITY PROTECTION:

All meters where the register is separate or removable from main case shall be affixed in such a way as to prevent tampering. Where registers are mounted on the top of the main case, they shall be locked in place with a tamper-proof screw. All meter serial numbers will be marked on outside of boxes and listed on shipping bill of lading. Meter serial numbers will follow sequential order and will be shipped accordingly.

I. LIFE EXPECTANCY AND BATTERIES:

All 5/8" Thru 2" Meters and Registers that use a battery to register or display units of measure will need to have a minimum of Ten (10) years of life expectancy. The successful bidder(s) for this solicitation should identify a battery buy-back program/process if one is in place. The use of copper alloy, Ductile Iron, and/or stainless steel is being required to offset the cost of meter disposal. Cast Iron is not an acceptable material for this bid in any category.

J. NOTES:

1. *Quotations shall be accepted only from those companies (or their distributors) who are actively engaged in the manufacturing of all parts for their meter and who have a minimum of five years of satisfactory operating experience with their meter. All meters will be guaranteed against defects in materials and workmanship for a period of one (1) year from date of shipment.*
2. *All compound and Fire Service meters 2 ½" and over must be built with test ports which are readily accessible to field crews.*
3. *Unless otherwise specified, water meters furnished under these specifications shall meet the latest revision of the following A.W.W.A. specifications.*
4. *All 3" through 8" meters will be shipped with wooden pallets as a base. No cardboard or plastic crates will be accepted. However, it is acceptable for 3"- 4" compound meters to be shipped in cardboard boxes with reinforced bottoms on wooded pallets.*

II. REGISTERS – APPLIES TO ALL ITEMS

A. SCOPE:

The high-resolution absolute encoder shall consist of an 8-dial mechanical local register combined with frictionless technology to sense the position of the eight numbers wheels for electronic reading purposes. The high-resolution encoder shall utilize the industry standard ASCII protocol for connectivity to an approved endpoint.

B. ELECTRONICS:

The encoder's electronic reading shall be obtained through a frictionless form of encoding technology that determines the position of each number wheel. Absolutely no slide wires, contacts or load fire spring mechanisms will be allowed. The encoder output shall provide an eight-digit reading for AMR/AMI endpoints (number of digits sent to the reading software is dependent on the endpoint it is connected to). The encoder output for applications shall have the factory-programmed option of 8 digits. Signal output shall be the industry standard ASCII format and signal type shall be three-wire synchronous for AMR/AMI endpoints. Encoder shall provide unit of measure and factory programmed serial number as part of the encoder message.

C. DISPLAY:*1. Conventional Odometer Appearance Registers*

The direct read display shall consist of 8 moveable number wheels and depending on the meter model and size, the encoder face may also contain one or two painted-on zeros. The encoder shall consist of white and black number wheels for readability. The white number wheels correspond to the typical utility standard meter reading in K/Gal. Number wheel colors will be determined by the units of gallons, meter model, and size. Visual reading shall be obtained by reading the number wheels from left to right. Based on meter model and size, the dial face shall include coma separators for billions, millions and thousands separators and decimal points for readings below 1 unit of measure, if applicable. The meter model, size, and unit of measure in gallons shall be designated on the encoder dial face. The encoder shall have a flow indicator; the flow indicator shall be available in red for U.S. gallons. Date of manufacture shall be indicated on the dial face.

2. LCD Display Odometers

Any type of encoder to be considered must have a minimum of a ten (10) year battery life guarantee. The direct read display shall consist of 9 or more numerical values depending on the meter model and size. The LCD Display must display the total volume (Gallons), and rate of flow (GPM). The display cannot toggle through the different values automatically; but should be able to be toggled through using a manual action if both values are not constant on the LCD screen.

The display cannot depend on light to turn the display on; the use of light may be used to toggle through the different displayed values. All displays that use light to toggle through values, the screens must use natural light; this includes installations installed in low-light scenarios. Visual reading shall be obtained reading the values from left to right. Based on meter model and size, the dial face shall include coma separators for billions, millions and thousands separators and decimal points for readings below 1 unit of measure, if applicable. The meter model, size, and unit of measure in gallons shall be designated on the encoder dial face. The encoder shall have a flow indicator with a rate of flow value (GPM). Date of manufacture shall be indicated on the dial face. The Display must have a constant indicator of all units equal to 000,001,000.00 and greater that is designed to indicate KGAL manual readings. If a multiplier is used to meet the visual resolution requirement the multiplying factor must be visible on the display example...X10. The factory sealed register shall be electronically driven (Solid State) only and shall be furnished with a low flow leak detection symbol and with a reverse flow notification symbol. The register shall be identical within a given size or model subject to the programming of appropriate flow factors for the particular meter. An effectively tamper-proof meter with a displayed tamper indication symbol, is required. The register shall be programmed to read in US Gallons.

Resolution Size	Minimum Range of Visual Resolution	Minimum Encoded Resolution
5/8"x3/4", 3/4", and 1"	0,000,000.00	0,000,000.0 Tenths-Millions
1-1/2", 2", 3", 4"	00,000,000.0	00,000,000. Ones-Ten Million
6", 8", and Larger	000,000,000.	000,000, 00X.Tens-hundred Million

Rate of Flow

Size	Minimum Range of Visual Resolution	Minimum Encoded Resolution (Not Required)
5/8"x3/4", 3/4", and 1"	00.00 GPM	00.00 GPM
1-1/2", 2", 3", 4"	000.0 GPM	000.0 GPM
6", 8", and Larger	0000.0 GPM	0000. GPM

D. ENCLOSURE:

The high-resolution encoder shall not be in contact with the water being measured. The encoder shall be designed to assemble to the meter with a four-position bayonet and seal screw fastening. The bayonet mount positions the encoder in any of four orientations on a water meter for visual reading convenience. The high-resolution encoder shall be designed to permit removal and exchange without removal of the meter from the service installation or interruption of service water supply. The encoder shall be tamper protected using a tamper resistant Torx® seal screw or equivalent optional proprietary tamper-proof screw that requires a special drive bit to remove the screw. Plastic push pin or plastic tamper devices that need to be destroyed to remove the encoder will not be accepted. The encoder shall be encased in a housing, which shall consist of a glass or polycarbonate lens and a non-corrosive metal bottom, which are permanently sealed with adhesive material. The enclosure must be weatherproof, UV-resistant, and permanently sealed to withstand harsh environments and provide moisture resistance in flooded or submerged pit applications. The permanent seal between the glass lens and non-corrosive metal bottom of the encoder enclosure shall utilize an adhesive seal without the use of gaskets and shall meet or exceed all applicable requirements of AWWA Standard C706 and C707. Absolutely no gasket seals will be allowed. The encoder shall remain fog-free of moisture. The name or logo of the manufacturer shall be permanently molded, and the serial number shall be imprinted on the lid of the encoder box. The lid and shroud components shall overlap to protect the lens and optional identification of the serial number inside the lid. Register box enclosures and lids shall be made of engineering thermoplastic or other suitable synthetic polymer.

E. CONNECTIVITY:

All registers must be encoder type registers and must have an external radio transmission wire with a waterproof NICOR male adapter which has been podded, sealed, and plugged from the factory as to eliminate moisture from entering the adapter.

All meters 3" and larger must also have a NICOR connector, with a minimum 20 feet of transmission wire between the register and the NICOR connector. The need for the NICOR connection from the register is for the future transition to AMR/AMI systems.

F. NOTES:

1. *All meters shall be completely and permanently sealed at the factory, to be impervious to changes in atmospheric pressures which could cause moisture within the sealed register chamber, without need for an anti-moisture capsule or other condensation preventive devices. Any moisture in register shall constitute failure and register shall be replaced at no cost to Gwinnett County.*
2. *The register shall be attached to main case in a tamper resistant manner.*
3. *The register shall be equipped with a hinged lid that will overlap the register to protect the reading area.*
4. *These specifications cover a self-encoder register metering system designed to obtain remote simultaneous water meter registrations directly from the register odometer. The metering information shall be obtained through a remotely located receptacle using a compatible data capture system.*
5. *Serial number shall be permanently programmed in the electronic register.*
6. *The units of registration shall be in U. S. gallons. These units shall be clearly designated on the face of the register.*
7. *The unit shall employ a leak detection indicator on the face of the register.*
8. *Registers using pulse generation conversion of pulses to digital output are not permitted.*

III. ITEM DESCRIPTION

Items listed below are a brief description of the meters that Gwinnett County is looking to purchase. Please refer to the manufacture's website for a full list of specifications on each meter. Alternate meters must meet or exceed the specifications of the models listed below. Additionally, any meter or register must meet the specifications listed in Section I. and Section II. of this bid document.

POSITIVE DISPLACEMENT WATER METERS

General: All Meters must meet the general Meter requirements listed above.

Item #1- Badger Meter, Recordall Model 25 - 5/8" x 3/4" meter with 7-1/2" laying length or approved equal equivalent.

Item #2- Badger Meter, Recordall Model 35 - 3/4" meter with 7-1/2" laying length or approved equal equivalent.

Item #3- Badger Meter, Recordall Model 70 - 1" meter with 10-3/4" laying length or approved equal equivalent.

Item #4- Badger Meter, Recordall Model 120 ELL, TP - 1-1/2" meter with 13" laying length or approved equal equivalent.

Item #5- Badger Meter, Recordall Model 170 ELL, TP – 2" meter with 17" laying length or approved equal equivalent.

MULTI-JET COLD WATER METERS

General: All Meters must meet the general Meter requirements listed above.

Item #6- Master Meter, Bottom Load Multi-Jet – 5/8"x3/4" meter with 7-1/2" laying length or approved equal equivalent.

Item #7- Master Meter, Bottom Load Multi-Jet – 3/4" meter with 7-1/2" laying length or approved equal equivalent.

Item #8- Master Meter, Bottom Load Multi-Jet – 1" meter with 10-3/4" laying length or approved equal equivalent.

Item #9- Master Meter, Intermediate MS Multi-Jet - 1-1/2" meter with 13" laying length and flanged ends or approved equal equivalent.

Item #10- Master Meter, Intermediate MS Multi-Jet - 2" meter with 17" laying length and flanged ends or approved equal equivalent.

3" AND 4" COMPOUND WATER METERS

General: All Meters must meet the general Meter requirements listed above.

Item #11- Badger Meter, Recordall Compound Series - 3" meter with 17" laying length and round flanges or approved equal equivalent.

Item #12- Badger Meter, Recordall Compound Series - 4" meter with 20" laying length and round flanges or approved equal equivalent.

3" THRU 8" ULTRASONIC WATER METERS

General: All Meters must meet the general Meter requirements listed above.

Item #13- Master Meter, Octave Ultrasonic - 3" meter with 12" laying length or approved equal equivalent.

Item #14- Master Meter, Octave Ultrasonic - 4" meter with 14" laying length or approved equal equivalent.

Item #15- Master Meter, Octave Ultrasonic – 6" meter with 18" laying length or approved equal equivalent.

Item #16- Master Meter, Octave Ultrasonic - 8" meter with 20" laying length or approved equal equivalent.

6" and 8" FIRE SERVICE METERS

General: All Meters must meet the general Meter requirements listed above.

Item #17- Badger Meter, Recordall Fire Series Assemblies (FSAA) - 6" Meter and Strainer with Disc Bypass or approved equal equivalent.

Item #18- Badger Meter, Recordall Fire Series Assemblies (FSAA) - 8" Meter and Strainer with Disc Bypass or approved equal equivalent.

3" FIRE HYDRANT METERS WITH GATE VALVE

General: All Meters must meet the general Meter requirements listed above.

Item #19- Badger Meter, Recordall Turbo Series Model 450- 3" Fire Hydrant meter with 2" gate valve on the outlet side or approved equal equivalent.

IX. ADDITIONAL INFORMATION/REQUIREMENTS

1. Upon request, samples shall be furnished. Samples should be provided within 5 business days upon request.
2. Bidders should include warranty in full on any product you are quoting as part of this bid package.
3. All meters shall meet or exceed all A.W.W.A. Standards or latest revision.
4. All encoded registers will have minimum 20 ft. of cable on commercial use(3inch and larger).
5. Successful supplier will be required to demonstrate their compatibility to interface with the Current Meter Reading System. Failure to successfully demonstrate compatibility with the County system within 30 days of notice shall be grounds for revocation of the Contract.
6. It will be bidder's responsibility to complete all questions on bid sheets and to send a brochure (if applicable) of all bid items, clearly marking each item you bid on with Model number and Manufacturer's brand name. Failure to comply with this request may be grounds to disqualify your bid. It will be bidder's responsibility to read all bid material sent with this bid. Failure to read attachments will not exempt you from any terms and conditions set forth in this Bid.
7. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised

the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

8. Delivery time must be calculated to include delivery to our physical location. Awarded vendor will call DWR Central Warehouse for serialized number sequence.
9. No meters not meeting these specifications will be considered on this bid.
10. Return of Failed Meters Under Warranty: Once a meter has failed, or a component of that meter has been verified to not operate correctly, the vendor is responsible for supplying replacement parts or a complete replacement system if the meter is composed of multiple parts (for example, the fire line meters which involve several parts). The decision of what to replace will be made by the county and reflect the best interest of the county concerning the equipment repair. The vendor will make arrangements and will pay all expenses in returns and reshipment of the parts.
11. Recurring Failures: Once a vendor's meter failures rate (based on the amount issued) reaches 10%, Gwinnett County has the right to suspend the contract obligations for purchasing meters with that vendor and the vendor must supply an alternative model at the same price within 30 days of notice.
12. Vendor Issues: If a vendor fails to work with the county to resolve testing issues and/or the county experiences excessive delays in the response time after a reported/ documented meter failure, the county has the right, after notification to the vendor, to suspend use of that meter and be supplied with an alternative meter that meets the county's current needs. The vendor would be responsible for the cost until the matter is resolved; if the matter is not resolved within a 60-day timeline, the county may terminate the contract.

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

COMPLIANCE SHEET

(A separate Compliance Sheet should be completed for each product bid)

EQUIPMENT SPECIFIED _____ **ITEM #** _____
(Please list description of item you are bidding on the line provided above.)

Bidder must check appropriate blank below (yes or no).

I. BIDDER AFFIRMS HE OR SHE MEETS SPECIFICATIONS AS STATED IN THIS BID:

_____ YES _____ NO

II. ANY DEVIATION FROM SPECIFICATIONS MUST BE EXPLAINED BELOW
(if additional space is needed, please attach separate sheet):

III. LOCATION OF PLANT OR FACILITY FROM WHICH DELIVERY WILL BE MADE.

IV. SERVICE LOCATION

V. PLEASE STATE YOUR WARRANTY IN FULL

VI. IS A PRODUCT BROCHURE ENCLOSED WITH YOUR BID? _____ YES / NO _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE: _____

(SIGNATURE)

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XI. METER MODEL INFORMATION - To be submitted for each meter model

What item number?	
Type of meter?	
Model of meter?	
What are the meter's flow range ratings in GPM?	
Does the meter contain a battery?	
If yes; is a buyback program being offered?	
Model of register?	
Is the register's display LCD or Analog?	
What is the register's visual Resolution?	
What is the register's encoded resolution?	
Does the register contain a battery?	
If yes; is a buyback program being offered?	
Does the meter have an integral radio transmission module?	
What type of guarantee does the meter have?	
What type of warranty does the meter have?	
Number of Years Model has been in Operation	

COMPANY NAME_____

BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	MANUF & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
Positive Displacement Meters						
1	100	Badger Meter, Model 25- 5/8" x 3/4" Meter			\$	\$
2	20,000	Badger Meter, Model 35- 3/4" Meter			\$	\$
3	300	Badger Meter, Model 70- 1" Meter			\$	\$
4	200	Badger Meter, Model 120 ELL, TP- 1-1/2" Meter			\$	\$
5	400	Badger Meter, Model 170 ELL, TP- 2" Meter			\$	\$
Multi-Jet Meters						
6	100	Master Meter, Multi-Jet- 5/8" x 3/4" Meter			\$	\$
7	3000	Master Meter, Multi-Jet- 3/4" Meter			\$	\$
8	100	Master Meter, Multi-Jet- 1" Meter			\$	\$
9	100	Master Meter, Multi-Jet- 1-1/2" Meter			\$	\$
10	100	Master Meter, Multi-Jet- 2" Meter			\$	\$
Compound Meters						
11	25	Badger Meter, Recordall Compound- 3" Meter			\$	\$
12	25	Badger Meter, Recordall Compound- 4" Meter			\$	\$
Ultrasonic Meters						
13	20	Master Meter, Octave Ultrasonic- 3" Meter			\$	\$
14	20	Master Meter, Octave Ultrasonic- 4" Meter			\$	\$
15	20	Master Meter, Octave Ultrasonic- 6" Meter			\$	\$
16	20	Master Meter, Octave Ultrasonic- 8" Meter			\$	\$
Fire Service Meters						
17	15	Badger Meter, Recordall Fire Service- 6" Meter			\$	\$
18	15	Badger Meter, Recordall Fire Service- 8" Meter			\$	\$
Fire Hydrant Meters						
19	100	Badger Meter, Model 450 -3" Fire Hydrant Meter			\$	\$
					TOTAL:	\$

- All unit prices are to include F.O.B. Destination, Pre-Paid and Allowed delivery to address on page 3. No freight will be paid by Gwinnett County.
- Gwinnett County is exempt from Federal Excise Tax and Georgia Sales Tax. Suppliers are responsible for sales tax.
- State your guaranteed delivery time by each item and manufacturer's name and model number. It will be the sole responsibility of the successful bidder to make all deliveries on the scheduled time based on the bidder's delivery time specified in this bid document.
- Unit prices should not exceed 2 decimal points.

Company Name: _____

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BID SCHEDULE CONTINUED

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.

UNLESS OTHERWISE NOTED, QUOTED PRICES WILL REMAIN FIRM FOR FOUR (4) ADDITIONAL YEARS. IF A PERCENTAGE INCREASE/DECREASE WILL BE A PART OF THIS BID, PLEASE NOTE THIS IN THE SPACE PROVIDED TOGETHER WITH AN EXPLANATION.

RENEWAL OPTION ONE: _____% Increase/Decrease (*circle one*) **RENEWAL OPTION TWO:** _____% Increase/Decrease (*circle one*)

RENEWAL OPTION THREE: _____% Increase/Decrease (*circle one*) **RENEWAL OPTION FOUR:** _____% Increase/Decrease (*circle one*)

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

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

Certification of Non-Collusion In Bid Preparation _____

Signature

Date

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within ninety (90) days of the date of quote opening, to furnish any or all the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

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 _____ Fax Number _____ E-mail address _____

Company Name: _____

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REFERENCES

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

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

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

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

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

Company Name: _____



CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

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

1. _____
Company Submitting Bid/Proposal

- 2. Please select one of the following:
 - 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. BY: _____	Sworn to and subscribed before me this
Authorized Officer or Agent Signature	
_____	_____ day of _____, 20____
Printed Name of Authorized Officer or Agent	
_____	_____
Title of Authorized Officer or Agent of Contractor	Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33.
The ordinance will be available to view in its' entirety at **GwinnettCounty.com**

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

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

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

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of

the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

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

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of

such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor's solicitation response. If there are "exceptions" or

comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

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

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

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

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not

participating in the federal work authorization program may be subject to termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

XXXIV. ELECTRONIC PAYMENT

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

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

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

BL032-21, Purchase of Water Meters on an Annual Contract

Buyer Initials: LG

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