



January 10, 2024

**INVITATION TO BID  
BL017-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Replacement of Water Meters, 2" and Smaller on an Annual Contract** 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 **February 02, 2024** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A WebEx Pre-Bid Meeting is scheduled for 10:00 A.M. on January 18, 2024. To access, **dial 1-408-418-9388**, enter **Access code 2335 191 7127**. All interested parties are urged to attend. The pre-bid conference is to be utilized by contractors and subcontractors to ask any questions in order to submit a bid for this project.

Questions regarding bids should be directed to Brittany Bryant, CPPB, Purchasing Associate III, at [Brittany.Bryant@GwinnettCounty.com](mailto:Brittany.Bryant@GwinnettCounty.com) or by calling 770-822-7759, **no later than 3:00 P.M. on January 23, 2024**. Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

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

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

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

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://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.

Brittany Bryant, CPPB  
Purchasing Associate III

**BID CHECKLIST**

These items should be submitted at the time of bid opening.

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>PAGES #</b>	<b>Check Box if Included</b>
1	BID SCHEDULE	15-16	<input type="checkbox"/>
2	REFERENCES	18-19	<input type="checkbox"/>
3	LIST OF SUB-CONTRACTORS	20	<input type="checkbox"/>
4	CONTRACTOR AFFIDAVIT AND AGREEMENT	21	<input type="checkbox"/>
5	CODE OF ETHICS AFFIDAVIT	22	<input type="checkbox"/>

## REPLACEMENT OF WATER METERS 2" AND SMALLER ON AN ANNUAL CONTRACT

### I. GENERAL SPECIFICATIONS

#### A. Bidding Requirements

1. Gwinnett County requests a minimum of three (3) verifiable references that establish that bidding firm has successfully performed a similar scope 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 years, giving the location, size, and rate of installation maintained throughout the project. The bidder shall specify the portion of the work undertaken by their firm. The bidder shall be required to document to the satisfaction of Gwinnett County DWR that they have the capacity to provide services, equipment, and adequately trained staff necessary to perform the work at a rate of approximately 300 meters replaced per week.
2. The Contractor, as well as all sub-contractors utilized by the Contractor, must be properly licensed in the State of Georgia.
3. **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.
4. **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.

#### B. General Notes

1. Unless otherwise specified, all work will be done in accordance with the *Georgia Department of Transportation Standard Specifications - Construction of Roads and Bridges – latest edition* and all supplements thereto.
2. All meter replacements 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 Government website. <https://www.gwinnettcounty.com/static/departments/water/pdf/Water-Sewer-Standards-Current.pdf>

Contractor shall be required to comply with Gwinnett County Standards for Backflow Prevention as set out in "**Gwinnett County Department of Water Resources Backflow Prevention**", which is available from the Department of Water Resources, and on the County website at: <https://www.gwinnettcounty.com/static/departments/water/pdf/Backflow-Prevention-Manual-Current.pdf>

3. Potential bidders must demonstrate that trained, responsible personnel will be used for this contract. Employees shall have training, (specifically pertaining to the replacement of ¾"-2" water meters). 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 entry.**
4. Payment for traffic control shall be included as part of the line item for meter replacement, must be all-inclusive, and shall not be an individual line item. Contractor shall be required to have certified flagmen to support such requirements. Traffic control shall include the preparation of any necessary plans and acquisition of permits. The flow of traffic will be maintained at all times during construction by permitting at least one lane of traffic to move through the construction site.
5. Gwinnett County reserves the right to perform any work using in-house forces where deemed advantageous.
6. It will be the Contractor's responsibility to be aware of the dig law in Georgia and follow the procedure as outlined by the *Georgia Utility Facility Protection Act* (GUFPA).

## II. **CONTRACT SPECIFICATIONS**

### A. Scope of Work

The Contractor shall provide, under an annual contract, all labor, tools, traffic control and equipment for the replacement of 2" and smaller residential and commercial water meters, water meter boxes, and ancillary connections or appurtenances. The work shall include, but not be limited to: GPS of meter locations, replacement of existing meters and boxes, changing laying length, replacing curb-stops if needed and adjusting or raising meters or meter boxes as may be required to comply with applicable Gwinnett County Standards. The contractor shall also identify the material type of the County side service line as well as the customer side service line and shall include this information in their monthly deliverable. This work shall be considered as "all inclusive" to the meter replacement. No additional payment will be made for this service. Gwinnett County Department of Water Resources (Gwinnett County DWR) will provide a listing of specific meters to be replaced and reserves the right to prioritize work. The Contract will be an "open end" type to provide the level of service required by the County as needed. The Contractor shall have personnel that can be contacted Monday through Friday 7:00 to 4:00 daily to answer any questions from the Manager relating to work orders, location of where staff is working, when work orders will be worked and when landscaping will be completed. The contractor shall have personnel available after hours in case County needs to contact them for emergency repairs. The contractor will provide an appropriate staff of employees, including supervisory personnel, for the efficient operation of the services hereunder. By submitting a Bid, the contractor represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services.

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 the contractor's name and contact number.

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

B. Materials:

The County will furnish: curb stops, water meters, meter boxes, meter box lids, marking paint and other manufactured fittings and appurtenances for the replacement of existing water meters. Wherever the bid document makes references to "County-furnished materials", it will include only the items specified in this section. The Contractor will be required to furnish all labor, tools, equipment, traffic control and all other materials necessary to complete the work, including fill dirt, crusher run, gravel, cold/hot patch mix, concrete, grass seed, pine/wheat straw, sod, pine bark, and landscaping other 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. All material withdrawals must be approved by the Contract 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 Contract Manager.

No modifications to, or substitutions of, County supplied materials shall be allowed to be installed without the specific approval of the County Contract Manager. Approval of any modifications or substitutions at one location may not be assumed by the Contractor to apply to other locations. The Contractor shall be solely responsible for any additional costs arising from such modifications.

C. Return of Used and Unused Materials

All used brass fittings and any remaining unused copper shall be returned to Gwinnett County Department of Water Resources on a regular basis or as requested from the County Contract 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.

Salvaged meters shall also be returned to the Gwinnett County Department of Water Resources on a regular basis. As a standard operating procedure, salvaged meters shall be returned every time the successful contractor picks up material from the Warehouse or as requested from the County Contract Manager. If needed, Warehouse personnel can provide the successful contractor with empty barrels to return the salvaged meters in. Contractor can exchange filled barrels for empty barrels upon each return of salvaged meters.

D. Damages

All plumbing that is damaged by the Contractor or their associates 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, customer's broken irrigation lines, damaged sprinkler heads, customer's plumbing issues, stopped up PRV valves, backflow preventers or damaged hot water heaters, etc. up to 90 days from the date that the work is performed.

E. Concrete Sidewalks/Driveways:

All sidewalks needing repair, from replacement of meters, shall be replaced in sections from existing joint to joint. Driveways will be replaced to the first expansion joint. All concrete and road cut repairs must be completed prior to submission of invoices. All replacements shall meet or exceed existing conditions and comply with all Gwinnett County Development Specifications.

**Note:** Contractor shall inspect concrete driveways and walkways prior to commencing work to determine if there are pre-existing cracks or damage. If damage is visible, Contractor shall take photographs to document conditions.

When replacing and/or constructing a concrete driveway, the existing driveway shall be cut with a concrete saw, and 1/2 inch preformed joint material, full depth, used at the joint between the new and existing concrete. Joint material shall also be placed between the curb and driveway if applicable or along any joint where new concrete will abut existing concrete. All concrete used to construct the various items shall have a minimum compressive strength of 3000 psi at 28 days. 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 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 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 GDOT standards.

F. Road Cuts

All road cuts must have prior approval from the Gwinnett County Contract Manager. All road cut repairs must be completed prior to submission of invoices.

Trench repair made in roadway shall conform to Georgia D.O.T. Specifications. Backfill of trenches in roads shall be of Type II and placed in layers not more than 6" in depth and shall be compacted to a minimum 95% density up to the bottom elevation of the road base. Asphalt paving shall conform to GDOT standards and be compacted level with existing road to provide a smooth transition. In the event the road cut fails, the contractor shall be required to compact and repair defective road cuts at their own expense. Any claim of damage to private vehicles due to a defective road cut shall be the responsibility of the Contractor to resolve.

At no time will it be acceptable to leave the job site with an open trench without temporarily repairing the cut. The cut must be left with compacted material and crusher run. Then the final paving shall be made within 7 to 10 days of original cut. No payment will be made until all roadway restoration work is complete.

G. Landscaping

All landscaping must be completed prior to submission of invoices. Yards shall be hand raked smoothly upon completion of repairs, so there are no lumps, chunks of dirt, roots or rocks. The excavation area shall be restored to its original condition to match the previous contour and the site must be free of all debris. Only after the site is level shall the Contractor apply seed and straw. If the lawn is not Fescue, contractor still needs to rake the soil level and remove any clumps of clay or stones. The contractor will restore all landscaping to its 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.

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. All landscaping typical for site restoration in residential and commercial areas including but not limited to: surface preparation, sod, seed, mulch, pine bark, and straw shall be included in the unit rates provided and shall NOT be billed separately. Removal of unique landscape items (i.e. trees, shrubs, brick mail boxes, walkways, cobblestone and stamped concrete driveways, etc.) will require prior authorization from the Contract Manager. If approval is not obtained prior to removal, the Contractor will assume all responsibility for the replacement of such items. Compensation for exceptional landscaping requirements, if agreed in advance by the County as necessary or appropriate, will be compensated to the Contractor at a maximum of cost plus 10%, and shall be limited to the additional products and materials pre-approved. Approval of additional 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.

The awarded Contractor shall provide all services necessary to remove or subcontract the removal of any necessary trees or shrubs. The contractor shall affix orange flagging tape to those suspect trees or shrubs, and prior to removal of such trees or shrubs; the Contract Manager must first obtain homeowner approval.

H. Subcontractors

The Contractor will be allowed to utilize subcontractors for work 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 utilize vehicles that display the Company Name and contact number. Employees of the subcontractor shall wear field crew uniforms and picture identification badges. The addition of a subcontractor after the bid shall require County approval. 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.

I. Worksites

The County will not assume responsibility for removal/disposal of debris or spoil generated by Contractor from worksites. The contractor shall be required to clean up mud and dirt from all repair sites, leaving sites in their original condition.

J. Contact

The Contractor shall provide a contact person in their office at all times during the business hours who 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 cell phone and will be available to Gwinnett County's Contract Manager at all times during normal business hours. The contractor must also provide an emergency after-hours contact person and number.

K. Repairs by the County:

If faulty installation and/or faulty landscaping by the Contractor is repaired by the County and is found to be the Contractor's responsibility, the costs of the repair shall be charged to the Contractor on the subsequent bill. A detailed explanation shall be attached to each deduction.

L. Contractor Level of Performance:

It is anticipated that meter replacements performed under this contract should proceed at a rate of approximately 300 meters/week, but this rate of installation is not guaranteed. The Contractor shall be required to be able to perform at this level throughout the duration of the contract using properly trained crews and appropriate equipment. Requests by the Contractor to exceed this level of installation must be approved by the Contract Manager in advance. Approval for exceeding the 300 meter/week installation rate shall be on a case-by-case basis and shall not be extended to other installation efforts nor set a precedent for future requests. The Contractor shall not base their bid on installation rates greater than 300 meters/week. Failure of the Contractor to perform according to the requirements of this bid and within the times as stipulated will constitute a default of contract. Default of contract will be grounds for termination of contract.. 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; and Contractor may be placed on Gwinnett County's Ineligible Source List.

Gwinnett County Department of Water Resources reserves the right to hire another Contractor to reduce any backlog that may occur. The Contractor will pay any additional costs incurred if backlog is the fault of the awarded contractor.

M. Normal Hours of Work:

The Gwinnett County Department of Water Resources normal business hours are 7 a.m. to 4 p.m. (Monday through Friday). All work must be performed during these business hours. Exceptions to these hours [including Holidays, Saturdays and Sundays] must have prior approval by Gwinnett County DWR. Water meter replacements may require work to be performed after normal working hours, and on weekends. It will be the Contractor's responsibility to schedule this work with the customer and notify the Contract Manager.

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, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

No additional payment shall be made for work performed outside normal hours unless specifically requested by Gwinnett County DWR. Work performed outside normal hours at the request of the Contractor shall be considered as the Contractor's convenience. Emergency repairs shall be defined as Work identified by Gwinnett County DWR requiring immediate mobilization (within 1 hour), completion of repairs (within 4 hours), of the Contractor's crew to a location, regardless of the time of service. 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.



### III. REPLACEMENT OF EXISTING WATER METERS PROCEDURES

#### A. Water Meter Replacement:

The selected bidder will provide complete water meter change out services to support water service distribution, meter reading and billing services. Meter replacements performed by the Contractor under this contract are to be complete, fully functional, and ready to be set into service with all applicable and appropriate connections and appurtenances and in accordance with Gwinnett County standards. Every month a meter reading route will be provided by the County. The Contractor will schedule their efforts appropriately to ensure that meter replacements do not conflict with the billing schedule. Any maps provided by the County shall be in electronic format. The contractor shall be responsible for printing copies for their own use.

Gwinnett County DWR will select and prioritize water meters to be addressed under this contract. The Gwinnett County Department of Water Resources requires electronic submission of meter replacement work orders. The work orders will be sent to the contractor via a CSV (comma separated value) file and the completed work will need to be submitted to Gwinnett County DWR in the same file format. The contractor should be able to receive and send the files through Gwinnett County DWR FTP (File transfer protocol) site. The appropriate credentials will be provided to access the site in a secure manner. The outbound and inbound file templates are included in the invitation after the bid schedule. In addition to the electronic work orders, the pictures of the meter replacement site need to be uploaded to the Gwinnett County DWR FTP site.

The outbound file (Gwinnett County DWR -> Contractor) includes the following information.

1. **Installation Number** – Unique ID in the Gwinnett County DWR ERP system to identify the type of installation at a property.
2. **Installation Text** – Specifies the type of Installation like Water, Irrigation etc.
3. **Meter Number** – Existing meter ID.
4. **Meter Size** – Existing meter Size in Inches.
5. **Meter Read** – Most recent meter read of the existing meter.
6. **Location** – Property address of the replacement work order.
7. **Work order Date** – Date when replacement work order is sent to contractor.
8. **Installed Date** – Original Installed date of the existing meter if available.
9. **Location Notes** – Additional location information of the existing meter if available.
10. **Read Sequence** – Meter reading read sequence.

The Contractor shall replace water meters as instructed. A sample database will be uploaded to the Gwinnett County FTP site.

Upon assignment of the specific meters to be addressed, the Contractor shall prepare and submit a schedule for the undertaking of the Work. The schedule must be approved by the Contract Manager and shall be binding upon the Contractor. **The Contractor will be required to send a daily email to notify Gwinnett County DWR of where crews will be replacing meters.**

The successful contractor will be responsible for notifying the citizen/customer of the proposed water meter replacement. The Contractor will post signs in the sub-division to notify residents of the work being performed two weeks prior to start date. The contractor will knock on doors before work is to begin to let customers know that service will be interrupted temporarily. If the customer is not home, the contractor will leave a door hanger letting the customer know what took place and the proper person to contact if they should have a water quality problem. County also reserves the right to assign work that may be outside of normal meter reading route that may involve work on nights and weekends. Night and weekend work must be pre-approved by Gwinnett County DWR Contract Manager. Work performed under this contract is to be all inclusive, resulting in water meter replacements complete and ready to be set into service, and complying with applicable Gwinnett County standards.

B. Flushing Of Line:

The contractor shall locate the hose bib nearest the front of the house and place a block beneath its discharge point to prevent soil erosion. The hose bib valve shall be fully opened by the installer then the house control valve will be slowly opened and taken to a full open position with full discharge of water at the hose bib. The flushing process shall continue until water clears and any entrapped air has a chance to evacuate the line. This should take 15 to 30 seconds, depending on line size and proximity of hose bib to meter site. Once the flushing is complete, the hose bib can be shut down. The initial reading of the replacement (new) meter and meter serial number shall be recorded after the water service has been reestablished, verified, and flushing is complete to ensure that the meter is properly installed and functioning.

Gwinnett County DWR recommends following a specific process with every meter replacement. This process will ensure that the customer's water service has been restored and the customer's service line has been properly flushed as required. Prior to turning the water off in preparation for the meter replacement, open the front outside water spigot. If there is not a water spigot on the front of the house, use a spigot on the side of the house. The purpose of opening the spigot prior to the meter replacement is that once the replacement is completed, the last thing the contractor should do is turn the spigot off. This will ensure that a resident is not left without water service once the contractor has left the jobsite, while also ensuring that the customer's service line has been properly flushed.

C. Meter Box Conditions

When work is complete, all locations shall have a sturdy meter box, with a box lid that fits securely. If the curb stops or meter connectors appear to be fragile or broken, the Contractor shall replace them at the time of meter change out. All meter boxes shall be cleared of dirt and/or debris, creating a flat, level base to a distance of 1" below the water meter bottom case. Any meter boxes that are crushed, broken, lid does not fit properly, or are not flush with the ground shall be replaced by the Contractor. Photo-documentation of the damaged meter boxes prior to beginning the replacement activities shall be required to submit for payment. Contractor shall use due care in the undertaking of the work. Meter boxes damaged by the Contractor shall be replaced at the expense of the Contractor.

D. Installation defects:

If it is determined that any leaks or defects within 10 feet of meter reported by the customer to either the Contractor or Gwinnett County DWR within 90 calendar days after replacement of meter are the result of the replacement efforts, the Contractor will be required to repair the damage at no additional cost. This will **not** apply to leaks or other pre-existing conditions noted by the Contractor during the replacement. Contractor shall notify the Contract Manager of existing leaks at meters before the contractor proceeds with the replacement.

E. Emergency Contact:

Any defective replacements, if deemed to be of emergency nature by Gwinnett County DWR, shall be investigated and corrected by the Contractor within four (4) hours of notification. Contractor must provide a reliable means for contact and shall have staff available for emergency work 24 hours per day, seven (7) days a week, including holidays, should the need arise.

F. Problem Accounts:

Individual accounts that for some reason cannot have the water meter replaced must be identified as such and reported to Gwinnett County DWR. Gwinnett County DWR will determine the proper action to take for the meter to be replaced.

G. Safety:

The contractor shall be responsible for contacting the Utilities Protection Center at least 72 hours before beginning any excavation.

The County requires that the Contractor be trained and certified. The Contractor's and subcontractors' employees will be trained to identify unsafe conditions and will follow all necessary safety procedures to protect themselves, County staff, and the general public. Contractor shall ensure that necessary personnel are present to properly support safe operations and that appropriate equipment is available.

The Contractor will follow all traffic safety rules and ordinances. Contractor's personnel responsible for traffic control shall be appropriately trained, certified, and equipped.

H. Daily Report:

Sample file will be uploaded to the Gwinnett County FTP site. The Inbound file (Contractor -> Gwinnett County DWR) should include the following information.

1. **Installation Number** – Unique ID in the Gwinnett County DWR ERP system to identify the type of installation at a property.
2. **Installed Date** – Actual date when the new meter was replaced.
3. **Old Meter Number** - The old meter number that was replaced.
4. **Old Meter Reading** – The meter reading of the old meter.
5. **New Meter Number** - The new meter number at the property.
6. **Copper Used** – Yes or No to specify copper line was used earlier.
7. **Meter Location Note**

I. Photographs

The contractor shall provide a minimum of three photographs for each meter replacement. Photographs shall be clear and sufficiently detailed to document conditions prior to and following the work to include site restoration. More than one photo for each condition is to be provided if required to provide detailed documentation of conditions. Additional photos shall be provided for any landscaping, improvements, concrete or paving which may be impacted by the work. Failure of the Contractor to provide such photo-documentation shall be sufficient grounds for the County to refuse payment requests from the Contractor for additional fees associated with restoration efforts. Photographs shall be labeled such that they identify the site specifically using the following format:

Specifications for uploading pictures:

1. Pictures of the meter replacement should be uploaded to Gwinnett County DWR FTP site along with completed work order file.
2. The filename of the pictures should contain only the new meter number.
3. The file type should be JPG and high resolution.
4. Multiple pictures can be uploaded for the same meter with a number sequence followed at the end.
  - a. Ex – 16283839-001
  - b. Ex – 16283839-002
  - c. Ex – 16283839-003

J. Payment Submittal

The following information will be recorded at the time of meter replacement. The information will be provided by the Contractor on an Excel spreadsheet and provided to the Contract Manager as payment requests are submitted.

1. Meter reading, serial number, and address of removed meter.
2. Meter reading, serial number, and address of installed meter.
3. Time and date of replacement.
4. Pipe type and pipe size (County side).
5. Condition of the existing Meter box and whether a new meter box was installed.
6. Installation notes.
7. The report shall include a brief explanation if replacement(s) could not be completed due to circumstances beyond the Contractor's control.

Submittals will be made as follows: The Contractor will submit a monthly deliverable. Replacements will be inspected before payment is made. Any and all replacements failing to pass inspection will not be paid until corrections have been made and another inspection has been completed.

#### IV. MEASUREMENT AND PAYMENT

Explanation of BID SCHEDULE:

The contract will be an "Open-End" type to provide for the requirements of Gwinnett County 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 rate of approximately 300 meters/week is 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 likely require significant administration and coordination. The contractor shall consider such needs as appropriate to the effort 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.

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

Items 1-8, Replace meters (size varies)

Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary for removing and replacing an existing meter– complete and ready to be set into service. County-provided materials are detailed above. Change in “lay-length” will be common as meter size and types differ and shall not justify modification of unit price. Dirt and debris removal from meter box will be a common occurrence and shall be considered as integral to the work. Project management, customer notification and coordination, traffic control, site restoration, erosion control, flushing, meter box cleaning, and disposal of any debris or wastes generated by the work shall be included in the unit price. No additional payment shall be made for work performed outside of normal working hours unless authorized in advance by Gwinnett County DWR. Payment shall be made at the unit rate bid per each meter assigned by Gwinnett County DWR and replaced by the Contractor in compliance with Gwinnett County standards.

Provide a rate for each category of work performed outside regular business hours at the request of Gwinnett County DWR. After-hours work shall be pre-approved by the Gwinnett County DWR Contract Manager.

Items 9-10, Meter Box Replacement – (Residential / Commercial/Industrial)

Work performed under these line items shall include provision of all labor, tools, traffic control, and equipment for the replacement of an existing meter box. The unit rate bid shall include disposal of all waste materials generated by the replacement. Photo-documentation of the existing Meter box condition prior to undertaking any work shall be required. Boxes damaged by the Contractor shall be replaced at the expense of the Contractor. Payment shall be made at the unit rate bid per each meter box assigned by the County and installed by the Contractor in compliance with Gwinnett County DWR standards.

Item 11, Concrete Replacement

Work performed under this line item shall include provision of all labor, tools, traffic control, equipment, and materials for the cutting, demolition, removal, disposal, and replacement of concrete surfaces at meter replacement sites. The limits of replacement shall be approved by Gwinnett County DWR prior to undertaking the work. Any concrete replacement undertaken without prior County approval shall be compensated at a maximum of 2.5-SY. The concrete section installed shall be equivalent to the section removed and shall comply with current DOT standards. Curing of the concrete shall be included in the unit rate provided. Payment shall be made at the unit rate bid per square yard (SY) approved by the County and installed by the Contractor in compliance with DOT and Gwinnett County DWR standards.

Item 12, Asphalt Replacement

Work performed under this line item shall include provision of all labor, tools, traffic control, equipment, and materials for the cutting, demolition, removal, disposal, and replacement of asphaltic surfaces at meter replacement sites. The limits of replacement shall be approved by Gwinnett County DWR prior to undertaking the work. Any asphalt replacement undertaken without prior County approval shall be compensated at a maximum of 2.5-SY. Pavement section installed shall be equivalent to the section removed and shall comply with current DOT standards. Payment shall be

made at the unit rate bid per square yard (SY) approved by the County and installed by the Contractor in compliance with DOT and Gwinnett County DWR standards.

Item 13, Repair Crew Hourly Rate for Pre-Authorized County Directed Services

The work performed under this line item shall include work assigned by the County which does not comply with the services identified under the other line items set out in this bid. Payment under this Line Item shall require the written preauthorization of the County as to the type of Work, and hourly limits to be undertaken. Performance of Work under this line item without receiving preauthorization shall not be considered for compensation.

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

**BID SCHEDULE**

ITEM #	Description	APPROX ANNUAL QTY	UNIT PRICE	TOTAL PRICE
1.	3/4" Meter	15,000 EA	\$	\$
2.	3/4" Meter- <b>After Hours</b>	10 EA	\$	\$
3.	1" Meter	150 EA	\$	\$
4.	1" Meter- <b>After Hours</b>	1 EA	\$	\$
5.	1-1/2" Meter	100 EA	\$	\$
6.	1-1/2" Meter- <b>After Hours</b>	1 EA	\$	\$
7.	2" Meter	100 EA	\$	\$
8.	2" Meter- <b>After Hours</b>	1 EA	\$	\$
9.	Meter Box Replacement-Residential	500 EA	\$	\$
10.	Meter Box Replacement- Commercial/Industrial	35 EA	\$	\$
11.	Concrete Replacement	50 SY	\$	\$
12.	Asphalt Replacement	50 SY	\$	\$
13.	Repair Crew Hourly Rate for Pre-Authorized County Directed Services	50 HR	\$	\$
<b>TOTAL</b>				<b>\$</b>

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 and the bid will not be considered for award. **Contract to begin on May 08, 2024 or upon award.**

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1: \_\_\_\_\_% Increase \_\_\_\_\_% Decrease Explanation \_\_\_\_\_

Renewal Option 2: \_\_\_\_\_% Increase \_\_\_\_\_% Decrease Explanation \_\_\_\_\_

Renewal Option 3: \_\_\_\_\_% Increase \_\_\_\_\_% Decrease Explanation \_\_\_\_\_

Renewal Option 4: \_\_\_\_\_% Increase \_\_\_\_\_% Decrease Explanation \_\_\_\_\_

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

**BID SCHEDULE CONTINUED**

*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 Quote Preparation \_\_\_\_\_  
Signature Date

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

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

**In compliance with the attached specifications and O.C.G.A. §36-91-50, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within sixty (60) days of the date of bid 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 bid, 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 vendors.**

Legal Business Name \_\_\_\_\_  
*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Gwinnett County Vendor Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

E-mail address \_\_\_\_\_

Emergency After-Hours Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



**Outbound File Example**

Location Address	Portion	MRU	Division	Instn Date	Water Installation	Read Seq	Current Meter Reading	Forecasted Meter Reading	#Units(Month)	Forecasted Period
2316 BRANSLEY PL DULUTH 30097-4336	M-01	M01-004	10	9/14/2017	80087959	0118	10,033.00	11,067.00	94.00	07/2024
4205 CENTRAL RIVER PARK BERKELEY LAKE 30096	M-03	M03-011	10	6/4/2014	80429434	01010000	10,849.00	11,016.00	84.00	10/2023
4201 DOGWOOD BEND TER BERKLEY LAKE 30096	M-03	M03-011	10	5/9/2016	80442366	01010000	8,876.00	11,111.00	172.00	09/2024
4238 RIVER DISTRICT DR DULUTH 30096	M-03	M03-011	10	7/21/2016	80444379	01010000	10,083.00	11,056.00	122.00	04/2024
4223 DOGWOOD BEND PARK BERKELEY LAKE 30096	M-03	M03-011	10	4/12/2017	80448683	01010000	11,466.00	11,466.00	0.00	08/2023
3780 N BERKELEY LAKE RD NW BERKELEY LAKE 30096-3010	M-03	M03-011	30	8/18/2017	80415253	01010000	22,595.00	22,595.00	0.00	08/2023
4371 S BERKELEY LAKE RD NW BERKELEY LAKE 30096-3056	M-03	M03-011	10	5/22/2006	80000471	01010220	11,277.00	11,277.00	0.00	08/2023
4339 S BERKELEY LAKE RD NW BERKELEY LAKE 30096-3056	M-03	M03-011	10	5/22/2006	80000467	01010260	16,866.00	16,866.00	0.00	08/2023
33 LAKESHORE DR BERKELEY LAKE 30096-3025	M-03	M03-011	10	5/22/2006	80000345	01010530	10,822.00	11,021.00	25.00	04/2024
146 LAKESHORE DR BERKELEY LAKE 30096-3028	M-03	M03-011	10	5/22/2006	80000394	01010790	9,181.00	11,044.00	133.00	10/2024
147 LAKESHORE DR BERKELEY LAKE 30096-3027	M-03	M03-011	10	5/22/2006	80000404	01010800	10,537.00	11,009.00	36.00	09/2024
204 LAKESHORE DR BERKELEY LAKE 30096-3030	M-03	M03-011	10	5/22/2006	80000425	01010860	8,894.00	11,081.00	137.00	12/2024
266 LAKESHORE DR BERKELEY LAKE 30096-3030	M-03	M03-011	10	5/22/2006	80000483	01010950	11,424.00	11,424.00	0.00	08/2023
334 LAKESHORE DR BERKELEY LAKE 30096-3032	M-03	M03-011	10	5/22/2006	80000497	01010990	10,510.00	11,008.00	33.00	11/2024
420 LAKESHORE DR BERKELEY LAKE 30096-3034	M-03	M03-011	10	5/22/2006	80000537	01011090	12,826.00	12,826.00	0.00	08/2023
401 LAKESHORE DR BERKELEY LAKE 30096-3033	M-03	M03-011	10	5/22/2006	80000344	01011130	15,774.00	15,774.00	0.00	08/2023
337 LAKESHORE DR BERKELEY LAKE 30096-3031	M-03	M03-011	10	4/21/2015	80000503	01011240	10,162.00	11,054.00	127.00	03/2024
108 LITTLE RIDGE RD BERKELEY LAKE 30096-3046	M-03	M03-011	10	5/22/2006	80000451	01011380	12,882.00	12,882.00	0.00	08/2023
4255 S BERKELEY LAKE RD NW BERKELEY LAKE 30096-3019	M-03	M03-011	10	5/22/2006	80000580	01011470	13,371.00	13,371.00	0.00	08/2023
4215 S BERKELEY LAKE RD NW BERKELEY LAKE 30096-3019	M-03	M03-011	10	5/22/2006	80070434	01011510	13,900.00	13,900.00	0.00	08/2023
4025 N BERKELEY LAKE RD NW BERKELEY LAKE 30096-3165	M-03	M03-011	10	5/22/2006	80000319	01011630	8,766.00	11,054.00	143.00	12/2024
164 BAYWAY CIR BERKELEY LAKE 30096-3003	M-03	M03-011	10	5/22/2006	80000305	01011650	11,216.00	11,216.00	0.00	08/2023
142 BAYWAY CIR BERKELEY LAKE 30096-3003	M-03	M03-011	10	5/22/2006	80000298	01011690	11,848.00	11,848.00	0.00	08/2023
3790 N BERKELEY LAKE RD NW BERKELEY LAKE 30096-3010	M-03	M03-011	30	5/17/2006	80000407	01011740	17,463.00	17,463.00	0.00	08/2023
3820 N BERKELEY LAKE RD NW BERKELEY LAKE 30096-3012	M-03	M03-011	10	5/22/2006	80000387	01011750	15,831.00	15,831.00	0.00	08/2023

**Inbound File Example**

Installation	Installed	Old Meter Number	Old Meter Reading	New Meter Number
80003516	12/07/2023	15537882	107100	19249201
80003984	12/07/2023	15535402	11062	19249284
80004048	12/07/2023	19150978	91345	19249289
80004439	12/07/2023	15524440	121229	19248947
80004621	12/07/2023	15524354	106649	19249240
80004667	12/07/2023	15520217	118434	19248944
80004712	12/07/2023	15520237	119263	19249239
80004716	12/07/2023	15520244	109139	19248943
80004900	12/07/2023	15520232	108294	19249237
80004920	12/07/2023	15520313	107496	19249238
80004936	12/07/2023	15524351	114421	19248945
80021336	12/07/2023	15535777	116890	19249260
80023412	12/07/2023	15542044	125950	19249202
80053666	12/07/2023	15539289	95819	19249282
80053675	12/07/2023	19151976	964384	19249286
80053867	12/07/2023	15539288	116612	19249288
80053879	12/07/2023	15539317	109271	19249287
80053925	12/07/2023	15535369	102928	19249206
80055171	12/07/2023	15535394	104378	19249204
80055934	12/07/2023	15537248	109049	19249285
80055985	12/07/2023	15537270	107627	19248960
80056507	12/07/2023	15535166	103009	19249205
80061544	12/07/2023	15524391	135654	19249241
80061837	12/07/2023	15524401	106190	19249242

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

**REFERENCES**

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed by your Firm under its current name. It is the responsibility of the Bidder to assure that the contact information provided is current and the Contact person is willing / able to discuss the details of the Work performed. Indicate the role, responsibilities, and number / size of valves addressed under the Work performed by your firm, not the overall project, if these values differ. Note that there are minimum performance criteria set out in this Bid Request in addition to showing three previous projects and ensure that sufficient detail is given in the project descriptions of your references to document that your firm's experience meets these minimum criteria. Additional references may be provided if necessary to meet the minimum past experience criteria. Do not submit a project list in lieu of this form.

If the Contact provided is not a direct representative of the client, specify the nature of the relationship between the Contact and the Project cited, and the basis of their knowledge for this reference.

1. NAME OF REFERENCE \_\_\_\_\_  
 ROLE (PRIME OR LEAD) \_\_\_\_\_  
 BRIEF DESCRIPTION OF RESPONSIBILITIES & PROJECT DETAILS MEETING SIMILAR SIZE & SCOPE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 CONTRACT AMOUNT \$ \_\_\_\_\_  
 CONTRACT DATES: BEGIN \_\_\_\_\_ END \_\_\_\_\_  
 CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
 E-MAIL ADDRESS \_\_\_\_\_

2. NAME OF REFERENCE \_\_\_\_\_  
 ROLE (PRIME OR LEAD) \_\_\_\_\_  
 BRIEF DESCRIPTION OF RESPONSIBILITIES & PROJECT DETAILS MEETING SIMILAR SIZE & SCOPE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 CONTRACT AMOUNT \$ \_\_\_\_\_  
 CONTRACT DATES: BEGIN \_\_\_\_\_ END \_\_\_\_\_  
 CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
 E-MAIL ADDRESS \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

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

**REFERENCES**  
(CONTINUED)

3. NAME OF REFERENCE \_\_\_\_\_  
ROLE (PRIME OR LEAD) \_\_\_\_\_  
BRIEF DESCRIPTION OF RESPONSIBILITIES & PROJECT DETAILS MEETING SIMILAR SIZE & SCOPE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT \$ \_\_\_\_\_  
CONTRACT DATES: BEGIN \_\_\_\_\_ END \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

COMPANY NAME \_\_\_\_\_





**Solicitation Name & No.: BL017-24, Replacement of Water Meters, 2" and Smaller on an Annual Contract**

**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  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
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: BL017-24, Replacement of Water Meters, 2" and Smaller on an Annual Contract**

### 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 vendor, 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: \_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Notary Public

(seal)

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

## 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.



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

**BL017-24**

**Buyer Initials: BB**

**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

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**COMPANY NAME** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**SIGNATURE**

**WINNETT 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 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 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 (61<sup>st</sup>) 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](http://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](mailto: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.