



March 13, 2024

**INVITATION TO BID
BL043-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Water Meter Assembly Repair Parts, Fittings, and Meter Boxes on an Annual Contract** with four (4) options to renew for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **April 4, 2024** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Michael Milstein, Purchasing Associate II, at Michael.Milstein@GwinnettCounty.com or by calling 770-822-7811, no later than **3:00 P.M. on March 19, 2024**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

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

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

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

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

Michael Milstein
Purchasing Associate II

The following pages should be returned in duplicate as your bid: **Compliance Sheet, Page 8**
Bid Schedule, Pages 9-15
References, Page 16
Ethics Affidavit, Page 17

I. GENERAL REQUIREMENTS

- A. Scope of work: Successful bidder to provide water meter repair parts/fittings and meter boxes, as required by the Gwinnett County Department of Water Resources (GCDWR) during the contract period. Quantities shown on the Bid Schedule are approximate and are not guaranteed. Materials will be ordered on an "as needed" basis.
- B. Delivery will be F.O.B. Destination PrePaid and Allowed to:
Gwinnett County Department of Water Resources
Central Facility
684 Winder Highway
Lawrenceville, GA 30045-5012
- C. All bid prices, products, and delivery schedules as submitted will be binding upon the Bidder upon acceptance and award of the Contract by the Gwinnett County Board of Commissioners. No substitution of alternate name brands will be allowed for the convenience of the Bidder after items are awarded.
- D. Gwinnett County Department of Water Resources requests all deliveries have a **maximum** turnaround of thirty (30) days including delivery time. Please state your earliest guaranteed delivery time by each item.
- E. All unit prices are to be calculated F.O.B. destination prepaid and allowed delivered to Gwinnett County delivery points. No freight will be paid by Gwinnett County. Gwinnett County may in certain situations choose to pick up materials from the successful bidders. Gwinnett County will not guarantee minimum or truckload quantities.
- F. Gwinnett County is exempt from Federal Excise Tax and Georgia Sales Tax. Vendors and contractors are responsible for sales tax and should contact the State of Georgia sales tax division for additional information.
- G. It will be the sole responsibility of the successful bidder to make all deliveries to Gwinnett County on schedule based on the bidder's delivery time specified in the bid.
- H. Interruption of supplies or inadequate supply from the Bidder's preferred vendor(s) shall not be considered adequate cause for extensions of schedules or adjustments to the unit rates bid. If necessary, Bidder shall obtain goods and services from alternate source(s) approved by Gwinnett County to supply bid items of equal or better quality in the quantities necessary and in a timely manner.
- I. Any modification to this bid must be provided in writing by Gwinnett County as an addendum to the bid, and shall be provided prior to the bid opening.
- J. All items listed and required on the attached "Bid Schedule" are to be manufactured and delivered to the County in such a manner that they comply with Gwinnett County Department of Water Resources specifications.
- K. Gwinnett County reserves the right to request samples of items bid prior to award (at no cost to the County). Samples should be provided upon request within five (5) business days. Each sample is to be labeled with supplier's name, item number as indicated on the bid schedule, and bid number.

Failure to provide samples by the requested deadline may result in bid being deemed non-responsive. It will be the responsibility of the supplier to incur all costs associated with the providing the samples. After testing, samples may be returned to supplier at supplier's request and expense.

- L. On any item(s) bid, failure of vendor to provide all information as requested on the bid schedule (i.e. manufacturer name, manufacturer number, O.D. range and delivery) may result in rejection of bid.
- M. All valves and fittings shall be shipped completely assembled in boxes. The boxes shall be labeled to show type, quantity, and size of the enclosed valves/fittings. Packaging of valves/fittings shall provide sufficient protection of the products such that they are delivered in perfect condition. Damaged valves/fittings shall be subject to rejection at the sole discretion of the County. Rejected valves/fittings shall not be considered when determining whether the Bidder has met their requirements for scheduled deliveries.
- N. Quality Assurance -The manufacturer shall, upon request by Gwinnett County, furnish a notarized certification to GCDWR that all items were manufactured in full compliance with these specifications.
- O. Submittals –Approximate quantities and sizes of required items are shown on the attached “Bid Schedule”. The manufacturer and manufacturer's number for each item listed on the “Bid Schedule” should be inserted in the column headed “Manufacturer & Number”. If bidding a product manufactured by another firm, a letter should be submitted from the actual manufacturer of that product giving your company agent authority to bid that product. This authorization shall remain verifiable, should the need arise, through any subsequent renewal periods.
- P. The entire process of the manufacture of items to be furnished under this specification shall be open to the inspection of GCDWR personnel or their designated alternate.
- Q. All defects in workmanship or materials shall be corrected to the satisfaction of the County or the defective products will be rejected and returned to the Bidder at their sole expense. Approval at time of initial delivery shall not prevent rejection if defects are subsequently discovered during installation.
- R. All brass products must conform to U.S.A Public Law 111-380 – commonly referred to as The Safe Drinking Water Act (SDWA), and shall meet the current definition of lead free brass set out therein.
- S. No-Lead Brass products must be certified by an independent testing agency as meeting the requirements of UNS Copper Alloy C89833 for mechanical properties and chemical composition as set out in ASTM B584-09A or the latest approved version. All brass fittings and valves shall have the manufacturers name or trademark permanently stamped or cast on it. Another marking identifying the “no lead” brass alloy, e.g., ‘NL’, shall be cast or permanently stamped on the fitting or valve.
- T. All products bid for Gwinnett County must comply with the applicable Laws and Regulations listed in this bid and the companies submitting bids should provide proof of the compliance with their bid submittal. Failure to provide this documentation may result in your bid being deemed non-responsive and automatic rejection.

- U. All vendors providing non-domestic products, including products assembled domestically from non-domestic parts, must be pre-approved for use in the Gwinnett County Water System and their delivery time lines must be pre-tested. Compliance of "lead-free" materials and products must be certified using a domestic testing source.
- V. The Code of Ethics form must accompany the Bidder's submittal and is to be completed as follows:
 - 1. List your company name at the top of the form
 - 2. Check "No information to disclose" or "Disclosed information below"
 - 3. If the latter is selected, provide the requested information in the space indicated on the form
 - 4. Sign, type or print name of person completing the form, and list their title
 - 5. Have your signature notarized and seal affixed by Notary Public
 - 6. Elected Official Name refers to a Gwinnett County Elected Official
- W. All fittings and valves shall be manufactured in accordance with AWWA Standard C-800, latest revision, and as further specified in these technical specifications.

II. SPECIFICATIONS FOR CURB AND METER STOPS

A. General Requirements

1.0 Description/Scope

The below specifications apply to curb and meter stops to be used by the Gwinnett County Department of Water Resources (GCDWR) on the buried service lines from the main to the meter valve or meter setting appurtenance for water distribution use. This specification covers valve sizes 3/4" thru 2".

1.1 References

American Water Works Association (AWWA), C800

American Society for Testing and Materials (ASTM), B-62

When reference is made in these specifications to American Water Works Association (AWWA), American National Standards Association (ANSA), American Society for Testing and Materials (ASTM), American Iron and Steel Institute (AISI), or other standards, it is to be understood that the latest revision thereof shall apply. The manufacturer/supplier should especially note that this part of the specifications applies to all items with additional requirements set forth for each type.

B. Products

2.0 Service Conditions/Design Criteria

Curb and meter stops shall be ball type design suitable for positive shut off of buried service lines from the main to the meter valve or meter setting appurtenance with a rated working pressure of 300 PSig. Curb and meter stops shall conform to applicable requirements of AWWA C800/ASTM B-62.

The curb and meter stops must work smoothly without binding.

2.1 Details of Construction

All brass products must conform to U.S.A Public Law 111-380 that The Safe Drinking Water Act (SDWA) definition of lead free brass shall meet the revised weight average Lead content <0.25% for wetted surfaces.

The operating cap and tee head shall be permanently attached to the stem.

The tee head shall be assembled so that the longitudinal axis of the head is in-line with the flow when open and perpendicular (against flow) when closed. Check lugs shall be enclosed and positioned in the valve to line up the opening in the ball with the waterway through the valve body when in the open position and to effectively block the waterway in the closed position. All stops shall fully open or close against the check lugs with a 90-degree rotation of the tee head.

The tee head shall be constructed such that the operator can visually determine when a stop is in the open or closed position.

The direction of flow shall be cast in the shape of an arrow onto the body of the valve.

The stem shall contain at least one o-ring to prevent external leakage.

The brass ball shall have a fluorocarbon or Teflon coating approved for use in potable water and be seated by molded Buna-N rubber seals.

The through way dimension of the brass ball shall be no smaller than the nominal size of the valve in order to prevent restrictive flow.

The ball to stem connection shall be of solid design.

End configuration shall be female iron pipe, copper flare, or meter swivel nut.

The valve will be properly lubricated at the factory using a long-life non-petroleum lubricant recommended for water service.

III. SPECIFICATIONS FOR CORPORATION STOPS

A. General Requirements

1.0 Description/Scope

The below specifications apply to corporation stops to be used by the Gwinnett County Department of Water Resources (GCDWR) for insertion in buried ductile cast iron mains under pressure (using standard equipment owned by the GCDWR) for water distribution use. This specification covers valve sizes 3/4" thru 2".

1.1 References

American Water Works Association (AWWA), C800

American Society for Testing and Materials (ASTM), B-62

When reference is made in these specifications to American Water Works Association (AWWA), American National Standards Association (ANSA), American Society for Testing and Materials (ASTM), American Iron and Steel Institute (AISI), or other standards, it is understood that the latest Revision thereof shall apply. The manufacturer should especially note that this part of the specifications applies to all items with additional requirements set forth for each type.

B. Products

2.0 Service Conditions/Design Criteria

Corporation stops shall be ball type design suitable for insertion in buried ductile cast iron mains under pressure for water distribution use with a rated working pressure of 300 PSig. Corporation stops shall conform to applicable requirements of AWWA C800/ASTM B-62.

The corporation stops must work smoothly without binding.

2.1 Details of Construction

All brass products must conform to U.S.A Public Law 111-380 that The Safe Drinking Water Act (SDWA) definition of lead free brass shall meet the revised weight average Lead content <0.25% for wetted surfaces.

No-Lead Brass products must meet the requirements of UNS Copper Alloy C89833 per ASTM B584-09A. UNS Copper Alloy C89833 mechanical properties and chemical composition have been certified by an independent testing agency are listed in ASTM specification B584-09A Copper Alloy Sand Casting for General Applications (compositions and mechanical properties).

The corporation stop must be designed so that it can be installed under pressure with standard tapping machines and insertion tools.

The operating head shall be permanently attached to the stem and shall be assembled so that the longitudinal axis of the head is in line with the flow when open and perpendicular when closed.

The operating head shall be constructed such that the operator can visually determine when a stop is in the open or closed position. The stem shall contain at least one o-ring to prevent external leakage.

The brass ball should have a fluorocarbon or Teflon coating approved for use in potable water and be seated by molded Buna-N rubber seals. The throughway dimension of the brass ball shall be no smaller than the nominal size of the valve in order to prevent restrictive flow.

The ball to stem connection shall be of solid design.

Inlet threads shall be AWWA/CC taper.

Outlet fitting options are copper with pack joint(Mac Pak) nut, compression, or iron pipe threads as requested.

The valve will be properly lubricated at the factory using a long-life non-petroleum lubricant recommended for water service.

IV. ADDITIONAL INFORMATION

- A. No bid, payment or performance bonds are required for this bid.
- B. **Unit prices should not exceed 2 decimal points and must include freight/handling charges.**
- C. Brand names listed in this document are not intended to restrict the Bidder to the use of those brands in the preparation of their Bid, and are intended only to establish an acceptable level of quality against which any alternate proposed brands will be compared. If the Bidder proposes to provide an alternate product that they deem to be equivalent to the named Brand(s), they must specifically state the manufacturer's name and part number in the appropriate section of the Bidder's submittal. Product

brochures, design data, and specifications must be submitted with the bid for each proposed alternate product with sufficient detail to allow GCDWR to determine whether the proposed alternate product(s) meet the requirements of these documents and the County's specifications.

- D. The items listed below must be compatible with specific items as listed on the Bid Schedule and may be awarded to a single supplier. Combined unit price totals will be taken into consideration in determining award.
- Items 54, 55, 56
 - Items 57, 58
 - Items 59, 60, 61, 62

FAILURE TO RETURN THIS PAGE WITH BID MAY RESULT IN REJECTION OF BID

BRASS FITTINGS FOR SERVICE LINE USE SPECIFICATIONS/COMPLIANCE

COMPLIANCE

1. ALL BRASS PRODUCTS MUST CONFORM TO U.S.A. PUBLIC LAW 111-380 THAT THE SAFE DRINKING WATER ACT (SDWA) DEFINITION OF LEAD FREE BRASS SHALL MEET THE REVISED WEIGHT AVERAGE LEAD CONTENT <0.25% FOR WETTED SURFACES.
2. NO-LEAD BRASS PRODUCTS MUST MEET THE REQUIREMENTS OF UNS COPPER ALLOY C89833 PER ASTM B584-09A. UNS COPPER ALLOY C89833 MECHANICAL PROPERTIES AND CHEMICAL COMPOSITION HAVE BEEN CERTIFIED BY AN INDEPENDENT TESTING AGENCY ARE LISTED IN ASTM SPECIFICATIONS B854-09A COPPER ALLOY SAND CASTING FOR GENERAL APPLICATIONS (COMPOSITIONS AND MECHANICAL PROPERTIES).
3. ALL BRASS COMPRESSION FITTINGS WILL INCORPORATE A STAINLESS STEEL OR SILICONE NO-LEAD BRASS BAND OR RING.
4. ALL CURB STOPS ARE TO BE TFE COATED BALL VALVES; SO THE SEATS AND VALVES HAVE LOW TURNING TORQUES.
5. ALL SIZE COMPRESSION NUT THREADS AND COMPRESSION FITTING THREADS MUST COMPLY WITH TABLES 3 AND 4 OF AWWA C-800 STANDARD.
6. ALL BRASS FITTINGS, CURB STOPS, CORPORATIONS, AND CAPS SHALL BE COMPLETELY INTERCHANGEABLE WITH THE MODEL NUMBERS LISTED IN THE BID SCHEDULE.
7. ALL NUTS AND BOLTS ACCOMPANYING BRASS FITTING WILL BE 316 STAINLESS STEEL AND COMPATIBLE WITH US MEASUREMENT SOCKETS AND NUT DRIVERS.
8. ALL COMPRESSION FITTINGS ARE TO BE AVAILABLE WITH NO-LEAD BRASS/STAINLESS STEEL SPLIT RING AND BEVELED GASKET WITH PACK JOINT(MAC PAK) COMPRESSION NUT.
9. THE CURB STOP LOCK WINGS SHALL NOT HAVE ANY OUTSIDE ACCESS TO BOLTS OR PINS, THAT THE CUSTOMER COULD REMOVE AFTER LOCK IS APPLIED.

NOTE: Please select one of the following.

Products quoted in this bid comply with **all** the specifications listed above:

YES _____ **NO** _____

If you answered "NO", please list exceptions below (attach separate sheet if necessary).

Company Name: _____

BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
1	2,500	CURB STOP 3/4 INCH CTS X FIP ASSEMBLY, AY MCDONALD 5133-156 OR APPROVED EQUIVALENT			\$	\$
2	5,000	CURB STOP 3/4 INCH CTS X METER ASSEMBLY, AY MCDONALD 5139-106 OR APPROVED EQUIVALENT			\$	\$
3	150	CURB STOP 3/4 INCH FIP X FIP AY MCDONALD 5129-173 OR APPROVED EQUIVALENT			\$	\$
4	300	CURB STOP 1 INCH CTS x FIP ASSEMBLY, AY MCDONALD 5133-167 OR APPROVED EQUIVALENT			\$	\$
5	250	CURB STOP 1 INCH CTS X METER ASSEMBLY, AY MCDONALD 5139-107 OR APPROVED EQUIVALENT			\$	\$
6	10	CURB STOP 1 INCH FIP X FIP AY MCDONALD 5129-174 OR APPROVED EQUIVALENT			\$	\$
7	50	CURB STOP 1 1/2 INCH FIP X FLG AY MCDONALD 5149-128 OR APPROVED EQUIVALENT			\$	\$
8	50	CURB STOP 2 INCH FIP X FLG, AY MCDONALD 5149-129 OR APPROVED EQUIVALENT			\$	\$
9	50	CURB STOP 2 INCH FIP X FLG, TELESCOPING AY MCDONALD 5149-493 OR APPROVED EQUIVALENT			\$	\$
10	100	CURB STOP 2 INCH FIP X FIP, AY MCDONALD 5139-183 OR APPROVED EQUIVALENT			\$	\$
11	100	CURB STOP 2 INCH CTS X FLG, AY MCDONALD 5149-135 OR APPROVED EQUIVALENT			\$	\$
12	5,000	CORPORATION 3/4 INCH AWWA/CC X CTS ASSEMBLY AY MCDONALD 5131-317 OR APPROVED EQUIVALENT			\$	\$
13	225	CORPORATION 1 INCH AWWA/CC X CTS ASSEMBLY, AY MCDONALD 5132-344 OR APPROVED EQUIVALENT			\$	\$

BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
14	150	CORPORATION 2 INCH MNPT X -22 CTS, AY MCDONALD 5133-182 OR APPROVED EQUIVALENT			\$	\$
15	150	CORPORATION 2 INCH MIP X MIP, AY MCDONALD 5133-101 OR APPROVED EQUIVALENT			\$	\$
16	10	METER COUPLING 3/4 INCH x 1.5 INCH, AY MCDONALD 5124-183 OR APPROVED EQUIVALENT			\$	\$
17	100	METER COUPLING 3/4 INCH X 2 INCH, AY MCDONALD 5124-080 OR APPROVED EQUIVALENT			\$	\$
18	1,500	METER COUPLING 3/4 INCH X 2 1/2 INCH, AY MCDONALD 5124-110 OR APPROVED EQUIVALENT			\$	\$
19	250	METER COUPLING 3/4 INCH X 3 INCH AY MCDONALD 5124-079 OR APPROVED EQUIVALENT			\$	\$
20	5	METER COUPLING 3/4 INCH METER X FIP, AY MCDONALD 5124-131 OR APPROVED EQUIVALENT			\$	\$
21	100	METER COUPLING 1 INCH X 2 5/8 INCH, AY MCDONALD 5124-111 OR APPROVED EQUIVALENT			\$	\$
22	5	METER COUPLING 1 INCH METER X 1 FIP AY MCDONALD 5124-200 OR APPROVED EQUIVALENT			\$	\$
23	1,000	THREE PIECE ASSEMBLY 3/4 INCH CTS X CTS ASSEMBLY, AY MCDONALD 5140-111 OR APPROVED EQUIVALENT			\$	\$
24	125	THREE PIECE ASSEMBLY 1 INCH CTS X CTS ASSEMBLY, AY MCDONALD 5141-134 OR APPROVED EQUIVALENT			\$	\$
25	10	THREE PIECE ASSEMBLY 2 INCH CTS X CTS, AY MCDONALD 74758-22 OR APPROVED EQUIVALENT			\$	\$
26	1,300	MALE ADAPTER ASSEMBLY 3/4 INCH MIP X CTS, AY MCDONALD 5140-106 OR APPROVED EQUIVALENT			\$	\$
27	225	MALE ADAPTER ASSEMBLY 1 INCH MIPX CTS, AY MCDONALD 5141-129 OR APPROVED EQUIVALENT			\$	\$

BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
28	100	MALE ADAPTER ASSEMBLY 2 INCH ADAPTER CTS X MIP, AY MCDONALD 74753-22 OR APPROVED EQUIVALENT			\$	\$
29	200	FEMALE ADAPTER ASSEMBLY 3/4 INCH FIP X CTS, AY MCDONALD 5140-112 OR APPROVED EQUIVALENT			\$	\$
30	50	FEMALE ADAPTER ASSEMBLY 1 INCH FIP X CTS, AY MCDONALD 5141-135 OR APPROVED EQUIVALENT			\$	\$
31	5	FEMALE ADAPTER ASSEMBLY 2 INCH CTS X FIP, AY MCDONALD 5141-182 OR APPROVED EQUIVALENT			\$	\$
32	30	METER FLANGE KIT 1 1/2 INCH FLG X FIP, AY MCDONALD 5131-083 OR APPROVED EQUIVALENT			\$	\$
33	25	METER FLANGE KIT 2 INCH FLG X FIP, AY MCDONALD 5131-084 OR APPROVED EQUIVALENT			\$	\$
34	650	METER RE-SETTER 3/4 INCH, AY MCDONALD 718-307WX OR APPROVED EQUIVALENT			\$	\$
35	100	METER RE-SETTER 3/4 INCH, AY MCDONALD 718-312WX OR APPROVED EQUIVALENT			\$	\$
36	10	METER RE-SETTER 1 INCH, AY MCDONALD 718-412WX OR APPROVED EQUIVALENT			\$	\$
37	10	METER RE-SETTER 1 1/2 INCH, AY MCDONALD 718-618WN OR APPROVED EQUIVALENT			\$	\$
38	10	METER RE-SETTER 2 INCH, AY MCDONALD 718-718WN OR APPROVED EQUIVALENT			\$	\$
39	12,000	RUBBER METER GASKET 3/4 INCH, AY MCDONALD 4124-050 OR APPROVED EQUIVALENT			\$	\$
40	1,000	RUBBER METER GASKET 1 INCH, AY MCDONALD 4124-051 OR APPROVED EQUIVALENT			\$	\$
41	50	RUBBER METER GASKET FLANGE 1 1/2 INCH, AY MCDONALD 4124-052 OR APPROVED EQUIVALENT			\$	\$

BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
42	100	RUBBER METER GASKET FLANGE 2 INCH, AY MCDONALD 4124-053 OR APPROVED EQUIVALENT			\$	\$
43	200	GASKET AND GRIPPER ASSEMBLIES 3/4 INCH AY MCDONALD 4141-184 OR APPROVED EQUIVALENT			\$	\$
44	50	GASKET AND GRIPPER ASSEMBLIES 1 INCH AY MCDONALD 4141-185 OR APPROVED EQUIVALENT			\$	\$
45	25	COPPER DISC 3/4 INCH AY MCDONALD 4131-184 OR APPROVED EQUIVALENT			\$	\$
46	500	HEX REDUCING BUSHING 1 INCH X 3/4 INCH, AY MCDONALD 5422-269 OR APPROVED EQUIVALENT			\$	\$
47	800	METER ADAPTER 3/4 INCH, AY MCDONALD 5137-187 OR APPROVED EQUIVALENT			\$	\$
48	50	BEND 90 DEGREE COUPLING ASSEMBLY 3/4 INCH NL BRASS COMPRESSION AY MCDONALD 5140-103 OR APPROVED EQUIVALENT			\$	\$
49	100	TEE COMPRESSION ASSEMBLY 3/4 INCH AY MCDONALD 5140-119 OR APPROVED EQUIVALENT			\$	\$
50	250	Y BRANCH COMPRESSION ASSEMBLY 1 INCH CTS X 3/4 INCH CTS AY MCDONALD 5140-121 OR APPROVED EQUIVALENT			\$	\$
51	5	PRESSURE REDUCING VALVE, 3/4" WATTS LF123LP OR APPROVED EQUIVALENT			\$	\$
52	30	BACKFLOW PREVENTER DUAL CHECK VALVE 3/4 INCH FIP X FIP AY MCDONALD 5135-252 OR APPROVED EQUIVALENT			\$	\$
53	5	BACKFLOW PREVENTER, 2 INCH DOUBLE CHECK WATTS 007-FZ OR APPROVED EQUIVALENT			\$	\$
54	4,000	PLASTIC METER BOX 15 INCH X 20 INCH L X 12 INCH DEEP, DFW 1200TT WITH VESTAL 1419 T LID, OR APPROVED EQUIVALENTS (ITEMS 54-56 MUST BE COMPATIBLE)			\$	\$

BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
55	80	PLASTIC METER BOX EXTENSION, 6 INCH, DFW600EXT-6 OR APPROVED EQUIVALENT (ITEMS 54-56 MUST BE COMPATIBLE)			\$	\$
56	800	SOLID CAST IRON LID, VESTAL 1419T OR APPROVED EQUIVALENT (ITEMS 54-56 MUST BE COMPATIBLE)			\$	\$
57	200	PLASTIC METER BOX 18 INCH X 24 INCH X 12 INCH DEEP DFW1500TT WITH SIGMA LC2115 CAST IRON LID OR APPROVED EQUIVALENT.			\$	\$
58	20	SOLID CAST IRON LID, SIGMA LC2115 OR APPROVED EQUIVALENT.			\$	\$
59	250	VALVE BOX 18 INCH TO 24 INCH SLIP TYPE CAST IRON MIN 5 1/4 INCH SHAFT, PROSELECT PSVB461AW OR APPROVE EQUIVALENT (ITEMS 59-62 MUST BE COMPATIBLE)			\$	\$
60	200	VALVE BOX LIDS 5 1/4 INCH ("WATER" PRINTED ON TOP), PROSELECT IVBLIDW OR APPROVED EQUIVALENT (ITEMS 59-62 MUST BE COMPATIBLE)			\$	\$
61	1,000	VALVE BOX RISERS CAST IRON 5 1/4 INCH SHAFT 1 1/2 INCH, PROSELECT IVBR514J OR APPROVED EQUIVALENT (ITEMS 59-62 MUST BE COMPATIBLE)			\$	\$
62	1,200	VALVE BOX RISERS CAST IRON 5 1/4 INCH SHAFT 2 1/4 INCH, PROSELECT IVBR514K OR APPROVED EQUIVALENT (ITEMS 59-62 MUST BE COMPATIBLE)			\$	\$
63	20	MUNCIPEX 3/4 INCH 100 FT ROLLS, REHAU MUNCIPEX 261056100 OR APPROVED EQUIVALENT			\$	\$
64	60	MUNCIPEX 2 INCH 100 FT ROLLS, REHAU MUNCIPEX 261136100 OR APPROVED EQUIVALENT			\$	\$
TOTAL					\$	

NOTE: UNIT PRICE SHOULD NOT EXCEED TWO (2) DECIMAL PLACES.

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

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

Pricing during Contract Term

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin June 21, 2022 or upon award, whichever is later.

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

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

1st Renewal Period _____ 2nd Renewal Period _____

3rd Renewal Period _____ 4th Renewal Period _____

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

1st Renewal Period _____ 2nd Renewal Period _____

3rd Renewal Period _____ 4th Renewal Period _____

Certification of Non-Collusion in Bid Preparation _____

Signature

Date

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

Legal Business Name _____

Gwinnett County Vendor ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ E-mail address _____

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

Telephone Number _____ E-mail address _____

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

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed within the past five (5) years.

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

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

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

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

Company Name _____



BL043-24, Purchase of Water Meter Assembly Repair Parts, Fittings, and Meter Boxes 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 bidder/proposer, its affiliates or its subcontractors:

1. _____
Company Submitting Bid/Proposal

2. Please select one of the following:
- No information to disclose *(complete only section 4 below)*
 - Disclosed information below *(complete section 3 & section 4 below)*

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

_____ day of _____, 20____

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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

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 where there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was

submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

solicitation document.**X. DISCOUNTS**

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

XI. AWARD

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

XII. DELIVERY FAILURES

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

demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

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

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

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

XXXIII. CODE OF ETHICS

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

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.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@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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

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

BL043-24

Buyer Initials: MM

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE