



April 4, 2025

INVITATION TO BID
BL012-25

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Replacement of Large Water Meters, 3" or Larger, 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 **May 14, 2025** 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.

A **Web-Ex pre-bid conference** is scheduled for **10:00 A.M. on April 23, 2025. To access, dial +1-408-418-9388 and enter conference ID, 23455406482##**. All contractors are urged to attend. Questions regarding bids should be directed to Jordan Mitchell, Purchasing Associate II, at Jordan.Mitchell@GwinnettCounty.com or by calling 770-822-5491, **no later than April 24, 2025 at 5:00 PM**. Bids are legal and binding upon the vendor when submitted.

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 and companies submitting a bid will be notified via email.

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

Jordan Mitchell
Purchasing Associate II

JM/km

The following pages should be returned with your bid:

Fee Schedule, Pages 13 - 14
References, Page 15
Subcontractor, Page 16
Code of Ethics Affidavit, Page 21
Contractor Affidavit and Agreement, Page 22

**REPLACEMENT OF WATER METERS, 3" AND LARGER,
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, under your current name, 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 five 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 similar to size and scope listed in this Invitation.
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: [Policy, Procedures and Details for Cross-Connection Control.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 3" and larger 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 always maintained 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).

C. Award

The County intends to select and award to two (2) contractors for this contract. The primary contractor will be the lowest responsive, responsible bidder and will be the main contractor for this contract. The next lowest responsive, responsible bidder will be the secondary contractor for this contract. If the primary bidder is unable to schedule and complete meter replacement at a specific location within thirty (30) days of the work order being issued, the County representative may contact the secondary vendor to perform the work. The County may or may not require the services of the secondary during every contract period. They will only be used if the primary is unable to perform the services within the specified time frame. If both contractors are unable to perform services within the time specified, the County may choose to assess penalties per the contract.

II. **CONTRACT SPECIFICATIONS**

The Large Meter Replacement Project is designed to help Gwinnett County Department of Water Resources ensure accurate water usage information associated with our industrial and commercial meter accounts.

A. Scope of Work

The Contractor shall provide, under an annual contract, all labor, tools, traffic control and equipment for the replacement of 3" and larger water meters, water meter vaults, and ancillary connections or appurtenances. The work shall include, but not be limited to replacement of existing meters and vaults. 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 always worn 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 water meters, gaskets, bolts 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 remaining unused material 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.

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 vault, 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 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:

Meters assigned to the contractor should be replaced within 30 days of assignment. 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. 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.

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 LARGE METERS, 3" AND LARGER**

A. Water Meter Replacement:

The Large Meter Replacement program is intended to assist Gwinnett County in the reduction of non-revenue water by eliminating out-of-date meters servicing large clients. The County shall identify the meters to be replaced and reserves the right to prioritize the order in which the replacements are undertaken. The Contractor shall replace large water meters, (3" and larger), as instructed by GCDWR. The Contractor shall provide all labor, tools and equipment for the replacement of large water meters, (3" and larger). This shall include all cutting of pavement, excavations, and tapings in conformity with the drawings and specifications book entitled, "Water Main and Sanitary Sewer Design and Construction Standards and Specifications". The successful contractor shall also be responsible for providing any vaults, hatches, gravel, and landscaping material. Each vault should be in conformity with the "Policy and Procedures for Backflow Prevention and Cross-Connection Control" Manual. Copies of these manuals can be found at www.gwinnettcounty.com

The meters that are anticipated to be replaced under this Contract range in size from 3 to 8 inches. These meters are located throughout the County.

B. Scheduling:

Contractor will maintain sufficient equipment and qualified crews to complete replacements within 30 days of assignment regardless of complexity or size. Contractors will also be adequately prepared to complete the required amount of pre-inspections to sustain meter replacement requirements.

Upon assignment of the specific meters to be replaced, the Contractor shall prepare and submit a schedule for the undertaking of the Work. The schedule must be approved by the Contracts Coordinator and shall be binding upon the Contractor.

The successful Contractor will be responsible for contacting and coordinating with the customer to schedule large meter replacements. Contact information will be provided to the Contractor by GCDWR.

C. Pre-Replacement Inspection:

The Contractor shall inspect each meter prior to replacement to determine exactly what material and equipment will be needed for the replacement. The Contractor shall also verify that the tapping valve for each vault is up to grade and accessible. If the contractor should find tapping valve covered or non-accessible, the contractor shall relay the information to the Contract Manager to allow county crews sufficient time to complete necessary work to the valve before scheduling the replacement. The Contractor shall prepare a list of materials to be supplied by the County for each site prior to each meter replacement which is to be given to the Contract Coordinator at least 10 working days prior to replacement. On demand materials will not be processed.

D. Meter Replacement:

All meters shall be replaced with the correct type and size meter, in accordance with the specifications and requirements as set out in "Water Main and Sanitary Sewer Design and Construction Standards and Specifications". The Contract Manager will determine the correct size and type meter needed for each location. The new meter may be of different type or size from the existing meter. **Changes in lay length may be required to accommodate new meter installations. No additional payment shall be made for altering the lay length to accommodate meter installations.**

A typical meter replacement will consist of the replacement of the upstream valve, strainer (if equipped), water meter, and downstream valve. The new meter being installed will determine if a strainer is necessary. Test port piping shall be installed during the replacement process. No additional payment shall be made for installing test port piping. If sufficient space is not available in the existing vault to accommodate an installation meeting current DWR specifications, the Contractor shall provide a vault sized in accordance with County standards. A separate vault may be required to house a backflow preventer as part of a meter replacement. Alteration of the backflow assembly is not allowed to accommodate the change of lay length or to fit inside an existing vault.

The contractor will record the following for each meter replaced:

- Size, Brand, Serial number, and final reading for old meter.
- Size, Serial Number, Register ID (for encoded registers), and meter reading for the new water meter.
- Photo-document the conditions at the existing meter site prior to the replacement efforts
- Photo-document the conditions at the meter replacement site upon completion

The contractor will be responsible for returning all old meters, strainers, valves and other related meter parts back to the DWR Central Facility located at 684 Winder Hwy., Lawrenceville Ga 30045.

E. Vault Rehabilitation:

The Contractor shall inspect each vault prior to undertaking the replacement efforts. The Contractor shall document any deficiencies in the conditions of the vault and shall be responsible for bringing the vault into compliance with County specifications with each replacement. Concrete cinder block vaults will not be reused and must be replaced with a prefab concrete vault.

- If a concrete bottom in the vault is not present, the Contractor shall excavate the soil to a depth of 8- inches below the lowest point of the meter and its appurtenances. Contractor shall replace the removed soil with #57 stone.

F. Vault Replacement:

Should the Contractor inspect the vault and find it sufficiently damaged as to warrant replacement in their opinion, they shall contact Gwinnett County Contract Manager immediately. Gwinnett County shall inspect the unit to determine whether the County concurs with the Contractor's findings. Gwinnett County shall have the final decision regarding the need for vault replacement or repair. Should the Contractor proceed with vault repair or replacement without prior concurrence of Gwinnett County, such work shall not be considered for compensation and shall be the sole responsibility of the Contractor.

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 provide a safe work environment. Contractor's staff shall be trained and certified in: Confined Space Entry & Self-Rescue, First Responder, First Aid, CPR and Traffic Control as appropriate prior to participating in any of these activities. Contractor shall submit certification documents upon request of the County to verify their staff has been adequately trained. 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 public. Contractor shall ensure that necessary personnel are present to properly support safe operations, and that appropriate equipment is available. A minimum of 3 employees are required to be on site during a meter replacement.

Work located in a "confined space" such as a pit, trench, or vault will only be undertaken by properly trained personnel in compliance with the safety rules regarding Confined Space Entry.

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. Disinfection

Contractor shall ensure that all materials and meters connected or attached to the water system are appropriately disinfected prior to introduction to the water system. All disinfection shall meet Gwinnett County standards, "Water Main and Sanitary Sewer Design and Construction Standards and Specifications". Disinfection of materials, tools, materials, and equipment shall be integral to the work, shall be included in the unit rates bid, and shall not be considered grounds for claims for additional compensation.

I. Flushing:

Contractor to flush all lines and meters impacted by the installation process in accordance with Gwinnett County Specifications as set out in the document "Water Main and Sanitary Sewer Design and Construction Standards and Specifications".

IV. **MEASURE 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 estimated quantities on the Bid Schedule reflect expected workload for year one. If renewed, estimated quantities are anticipated to increase. The awarded contractors will receive the anticipated quantities at renewal. The rate of replacements issued 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 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 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**.

Item# 1-4. Replace meters 3"-8"

Work performed under this line item includes providing all labor, tools, and equipment necessary for removing old meters and replacing them with new ones – complete and ready to be set into service. **Change in "lay-length" will be common as meter size and types are different and shall not justify modification of unit price.** Dirt and debris removal from vault will be a common occurrence and shall be considered as integral to the work. Excavation of soil may be completed by machine or hydro excavation. No extra payment will be considered for machine or hydro excavation soil removal. Replacements shall typically take place during regular business hours (7am-4pm) although some replacements may require extra time to complete or require work outside of normal business hours. No additional payment shall be made for work performed outside of normal working hours. Payment shall be made at the unit rate bid per each meter assigned by GCDWR and replaced by the Contractor in compliance with Gwinnett County standards.

Item# 5-7. Meter vault replacement.

Work performed under these line items shall include provision of all labor, tools, equipment, and materials for the demolition and removal of an existing vault, or the excavation of native soil to accommodate the installation of a new vault if no existing vault is present. This Work shall include the provision and installation of a vault complying with Gwinnett County standards for dimension and material. Installation of a vault shall include the hatch. Steps, 57 stone for floor, and sealing ends of vault shall be included in the unit rate bid for new vaults and shall not be compensated separately under this line item. The unit rate bid shall include disposal of all waste materials generated by the vault installation. Payment shall be made at the unit rate bid per each vault assigned by the County and installed by the Contractor in compliance with GCDWR standards.

Item# 8. Hatch/Lid replacement 36"x36"

Work performed under this line item shall include all labor, equipment, and materials for the provision and installation of a new 36"x36" aluminum hatch in an existing non-traffic-bearing vault. Installation of a hatch on a new vault supplied and installed by the Contractor shall be included under Item 5 A-C as applicable and shall not be billed separately under this line item. Payment shall be made at the unit rate bid per each hatch assigned by the County and replaced by the Contractor in compliance with GCDWR standards.

Item# 9. Replace/Install steps for vault.

Work performed under this line item shall include all labor, tools, equipment, and material necessary to install/replace missing or broken steps into concrete vault wall. Payment shall be made at the unit rate bid for each step installed per each vault assigned by the County and addressed by the Contractor.

Item# 10. Install 2" Bypass with backflow and locking curbstop.

Work performed under this line item shall include all labor, tools, and equipment necessary to install a 2" galvanized line to bypass water around the meter. Most bypasses will require a wet tap to be made on the upstream and downstream sides of the water meter. Some bypasses may require excavation outside the meter vault for installation purposes. No additional payment shall be made for bypasses that require excavation. Payment shall be made at the Unit Rate Bid per each meter assigned by the County and addressed by the Contractor in accordance with GCDWR standards.

Item# 11. Move 2" and smaller meter and backflow assembly outside of Vault.

Work performed under this Line Item shall include the provision of all labor, tools, and equipment necessary for the relocation of 2" and smaller meters and backflow assemblies from the inside of the meter vault. These line items are for 2" and smaller domestic and irrigation lines that are currently located in the vault. This work shall include all necessary earthworks, exposing existing water line, and tapping new service. Contractor to set the customer's meter and backflow assembly outside vault and reconnect to customer's side.

Item# 12. Seal ends of vault with brick.

Work performed under this line item shall include the provision of all labor, materials, tools, and equipment for the sealing of the vault walls at all penetrations using brick and mortar. No other material shall be used (plastic, wood, or steel). Payment shall be made at the unit Rate Bid for each vault assigned by the County and completed by the Contractor.

Item# 13. Install 6" of #57 stone for vault floor.

Work performed under this Line Item shall include the provision of all labor and materials necessary for the excavation of all debris and soil from the bottom of a vault which has no concrete floor and the installation of 6" of #57 stone across the entire bottom of the vault. A void of 8" shall be left between the lowest part of the meter assembly and the top of the stone. Disposal of the waste materials generated by the Contractor shall be included in the unit rate bid. Excavation of soil may be completed by machine or hydro excavation. No extra payment will be considered for machine or hydro excavation soil removal. Payment shall be made at the Unit Rate Bid for each vault assigned by the County and completed by the Contractor.

Item# 14. Sidewalk restorations (per linear foot) Joint to Joint.

Work performed under this Line Item shall include the provision of all labor, materials, tools, and equipment for the removal and replacement of sidewalks as part of vault and meter replacements. Areas of sidewalk requiring replacement must be approved in advance by the County prior to being undertaken and billed by the Contractor. The Unit Rate provided by the Contractor shall include the disposal of the waste materials generated by the Contractor. Payment shall be made at the unit rate bid per linear foot of sidewalk assigned by the County and installed by the Contractor.

Item# 15. Concrete Pavement Including Replacement of Driveways, parking, misc.

Work performed under this Line Item shall include the provision of all labor, materials, tools, and equipment necessary for the cutting, demolition, removal and disposal, and replacement of concrete pavement in parking areas, driveways, and other concrete areas adjacent to or impacted by the work. Curing of the concrete shall be included in the unit rate bid. County must approve the limits of concrete replacement prior to undertaking the work and submitting for payment. Concrete replaced without preauthorization of the County shall not be compensated. Concrete section installed shall be the same as the section removed and in accordance with Georgia DOT and Gwinnett County specifications, Payment shall be made at the unit rate bid per square yard of Concrete approved by the County and installed by the Contractor.

Item# 16. Remove Existing Driveway Pavement, All Types Complete.

Work performed under this Line Item shall include the provision of all labor, materials, tools, and equipment necessary for the cutting, demolition, removal and disposal, and replacement of asphaltic pavement in parking areas, driveways, and other asphaltic areas adjacent to or impacted by the work. County must approve the limits of pavement replacement prior to undertaking the work and submitting for payment. Asphalt replaced without preauthorization of the County shall not be compensated. Asphaltic pavement section installed shall be the same as the section removed and in accordance with Georgia DOT and Gwinnett County specifications, Payment shall be made at the unit rate bid per square yard of Asphalt approved by the County and installed by the Contractor.

Item# 17. 100% Crusher run with hot patch repair.

Work performed under this Line Item shall include all labor, material, tools, and equipment necessary for the installation of crusher run and hot-patch repair in accordance with Georgia DOT and Gwinnett County specifications. Payment shall be made at the unit rate bid per square yard of road assigned by the County for repair and completed by the Contractor to the satisfaction of the County.

Item# 18. Sod Replacement.

Work performed under this Line Item shall include all labor, materials, tools and equipment necessary for the installation of sod (all types) in areas disturbed by large meter replacements. Minor grading shall be included in the unit rate. Sod restoration shall be completed before submission of invoice. Sod installation shall follow guidelines listed in this invitation in Section II "Contract Specifications", paragraph G-"Landscaping".

Item# 19. Miscellaneous Hours.

Work performed under this line item shall include the performance of Work assigned by the County which does not comply with the services identified under the other line items set out in this Bid List, or ancillary services integral to the performance of those activities including, but not limited to: specialty plumbing, underground utility work and repairs. 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. List an hourly rate for miscellaneous repairs completed by the Contractor.

Item# 20. Contingency Cost Labor and Materials purchased by contractor.

Indicate percentage (%) above cost for additional labor and materials purchased by contractor that would normally be supplied by the County including, but not limited to specialty parts, specialty landscaping, tree removal, and minor grading. This may include labor or items purchased by contractor in emergency situations or in situations where the county's supply may be diminished. Receipt(s) must be submitted along with invoice for approval of payment.

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

BID SCHEDULE

| Item # | Description | Estimated Quantity | Unit Price | Total Price |
|--------------|---|------------------------|---------------------|-------------------------|
| 1 | Replace 3" Meter | 40 EA | \$ | \$ |
| 2 | Replace 4" Meter | 40 EA | \$ | \$ |
| 3 | Replace 6" Meter | 30 EA | \$ | \$ |
| 4 | Replace 8" Meter | 30 EA | \$ | \$ |
| 5 | 8'6" x 4'6" Vault w/ 36" x 36" Hatch | 1 EA | \$ | \$ |
| 6 | 10' x 5' Vault w/ 36" x 36" Hatch | 1 EA | \$ | \$ |
| 7 | 12' x 6' Vault w/ 36"x 36" Hatch | 1 EA | \$ | \$ |
| 8 | Hatch/Lid Replacement 36" x 36" | 10 EA | \$ | \$ |
| 9 | Replace/Install Steps for Vault | 10 EA | \$ | \$ |
| 10 | Install 2" Bypass with Backflow and Locking Curbstop | 50 EA | \$ | \$ |
| 11 | Move 2" and smaller meters outside of vault | 5 EA | \$ | \$ |
| 12 | Seal Ends of Vault with Brick | 20 EA | \$ | \$ |
| 13 | Install 6" of #57 Stone for Vault Floor | 20 EA | \$ | \$ |
| 14 | Sidewalk Restorations (per L.F.) Joint to Joint | 100 LF | \$ | \$ |
| 15 | Concrete Pavement Including Replacement for Driveways, Parking, misc. | 50 SY | \$ | \$ |
| 16 | Remove and Replace Existing Driveway Pavement, All Types | 50 SY | \$ | \$ |
| 17 | 100% Crusher Run with Hot Patch (per repair) | 10 SY | \$ | \$ |
| 18 | Sod Replacement | 100 SY | \$ | \$ |
| 19 | Miscellaneous Hours | 100 HR | \$ | \$ |
| Item # | Description | Estimated Quantity (A) | Percent Mark-Up (B) | Total Price (A * B) + A |
| 20 | Contingency cost, additional work (labor and materials) cost plus percentage (not to exceed 10%). | \$ 20,000.00 | % | \$ |
| TOTAL | | | | \$ |

COMPANY NAME: _____

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

BID SCHEDULE (CONTINUED)

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

| Addendum No. | Date | Addendum No. | Date |
|--------------|-------|--------------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon award.

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

- Renewal Option 1: _____ % Increase / Decrease circle one
- Renewal Option 2: _____ % Increase / Decrease circle one
- Renewal Option 3: _____ % Increase / Decrease circle one
- Renewal Option 4: _____ % Increase / Decrease circle one

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 _____

Complete 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.

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 _____



Insurance:

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor’s/vendor’s Certificates of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification, or non-renewal of any insurance policy listed on the certificate(s). Upon request, the County will be provided certified copies of all required insurance policies.

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

| | |
|--|-------------|
| General Aggregate (other than Prod/Comp Ops Liability) | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal & Advertising Injury Liability | \$1,000,000 |
| Each Occurrence | \$1,000,000 |

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.
- Primary and Non-Contributory Endorsement to be specified in writing
- 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
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

| | |
|---------------------------------------|-------------|
| Combined Single Limit – Each Accident | \$1,000,000 |
|---------------------------------------|-------------|

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker’s Compensation & Employer’s Liability Coverage to include:

| Workers Compensation Employers Liability | Georgia State Statutory Limits |
|---|--------------------------------|
| Bodily Injury by Accident – Each Accident | \$ 500,000 |
| Bodily Injury by Disease – Policy Limit | \$ 500,000 |
| Bodily Injury by Disease – Each Employee | \$ 500,000 |

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (higher limits may be required depending on the extent of contract):

Contract Sums:

| | |
|---|--------------|
| Contracts up to \$999,999 | |
| Each Occurrence and Aggregate Limit | \$1,000,000 |
| | |
| Contracts from \$1,000,000 to \$1,999,999 | |
| Each Occurrence and Aggregate Limit | \$3,000,000 |
| | |
| Contracts from \$2,000,000 to \$4,999,999 | |
| Each Occurrence and Aggregate Limit | \$5,000,000 |
| | |
| Contracts Over \$5,000,000 | |
| Each Occurrence and Aggregate Limit | \$10,000,000 |

- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.
- Evidence of coverage in the form of a Certificate of Insurance shall be provided to the County prior to start of work.
- Gwinnett County Board of Commissioners shall be Additional Insureds.
- Contractor shall be liable for money, securities, or other property of the County.
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Cyber Liability Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive data (including but not limited to personally identifiable, health, or payment card data) or the related hosting of database(s) or internet site(s):

| | |
|------------------------------|-------------|
| Limit of Insurance per Claim | \$1,000,000 |
| Aggregate Limit | \$1,000,000 |

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Property Insurance:

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of the Contractor's work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of, Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
 - If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
 - The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.
- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.
- C. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.
- D. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935

- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County 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-7 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.
- H. 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 compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is primary over any insurance program carried by the County.
- J. 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. The Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. 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.
- L. The Contractor and its insurer(s) 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.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is 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.
- N. The Contractor shall make available to the County, through its records or the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. 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.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.



Bid # & Description BL012 – 25, Replacement of Large Water Meters, 3” or Larger 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**



Solicitation Name & No. BL012 – 25, Replacement of Large Water Meters, 3” or Larger 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____

Notary Public
My Commission Expires: _____

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

* 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)

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

Buyer Initials: JM

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

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

*****ATTENTION*****

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

1. FAILURE TO USE COUNTY 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 (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 E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

XXXIV. ELECTRONIC PAYMENT

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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