



August 25, 2025

**INVITATION TO BID
BL114-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Inspection & Repair Services for Fire Hydrants on a Multi-Year Contract** for the Department of Water Resources.

Bid Submittal Date and Location:

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. **Bids will be received until 2:50 P.M. local time on Tuesday, September 23, 2025**, at the Gwinnett County Financial Services - Purchasing Division – 4th Floor - Nash Building, 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.

Instruction on Submitting Questions:

A Web-Ex pre-bid conference is scheduled for **10:00 A.M. on Monday, September 15, 2025. To access, dial 1-408-418-9388 and enter conference ID, 23398999869##**. 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 **Tuesday, September 16, 2025, at 3:00 P.M.** Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-7 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 in duplicate as your bid: Bid Schedule, Pages 17-19
References, Page 20
Code of Ethics Affidavit, Page 21
Contractor Affidavit, Page 22

PART 1 – GENERAL SPECIFICATIONS TO BOTH SECTIONS A AND B

1.1 BIDDING REQUIREMENTS

- A. Bidder is to return a notarized Contractor Affidavit and Agreement and a Code of Ethics along with the bid submittal.
- B. Bidder may bid on Section A or B, or both. If the vendor submits a bid on both, the County reserves the right to only award one section per vendor. Work will be assigned on an as needed basis for each Section and will not be coordinated between sections. Failure to satisfy the requirements set forth in this solicitation and/or poor performance will be grounds for the County to Terminate for Cause. The County reserves the right to terminate by Section or terminate the entire Contract.
- C. On the outside of the envelope, the Bidder should identify the appropriate Section the bid is being submitted for consideration. Indicate "Section A", "Section B", OR "BOTH Sections" beside the BL # and the Bidder's name.
- D. GCDWR requests a minimum of three (3) verifiable references where work of a similar size and scope has been successfully completed. 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 seven years, giving the number of hydrants addressed. References must specify the role of the Bidding firm on the job, including specific work, responsibilities, and level of authority (Prime/Sub /Vendor). Bidder is responsible for the provision of accurate reference contact information.

1.2 GENERAL NOTES

- A. **This contract is divided into two distinct and separately managed sections, Section A and Section B. Each section has an independent scope with different requirements and specifications. Contractors may bid on either one or both sections, and each section will be awarded independently. It is the County's intent to award Section A to one contractor and award Section B to a different contractor. However, the County continues to reserve the right to award the contract in its best interest.**
- B. Normal working hours for all field related work will be 7:00 A.M. to 4:00 P.M. local time, Monday through Friday. Certain situations may arise that will limit these normal hours. Work outside the normal hours, on holidays and weekends, will require prior written approval from DWR. Verbal extensions of normal work hours by DWR will be restricted to unforeseen or emergency situations requiring immediate attention.
- C. Field related work requiring the assistance of Department personnel must be scheduled a minimum of 48-hours in advance.
- D. Existing data shall be utilized to the fullest extent possible to avoid spending time and cost in collecting data already available. Geographical and inventory data which will be used to conduct the inspections shall be provided to the Contractor at no cost when it is available.

- E. DWR's current version of GIS (version 10.8.1 as of July 2025) includes the County-maintained fire hydrants as well as other County-owned water structures. The GIS is updated regularly. Each of the assets in the GIS database has been assigned a County "Facility ID" number. These facility numbers will be utilized and referenced by the selected Contractor throughout the life of the project. The GIS database also contains roads, parcels, topographical data, and surface features such as streams. It is the Contractor's responsibility to acquire new geographic data files when entering into a new area. These will be provided in electronic format only, either as a geodatabase or shape (.shp) files. Gwinnett County will provide a Web based map and user profile to the successful contractor(s). The Web map will allow both the contractor and Gwinnett County to track progress by allowing the contractor to mark hydrants complete/inspected. Any mapping discrepancies must be brought to the Gwinnett County Project Manager's attention along with a detailed drawing showing the needed changes. It shall be the contractor's responsibility to provide their staff with the electronic equipment needed to access the provided assignment map.
- F. The Contractor will provide notification by email of all field activities including field monitoring and data collection to the county Contract Manager on a daily basis.
- G. All field staff (Contractor as well as sub-consultants and sub-contractors) must wear, at all times, a readily observable identification badge indicating their name and the name of the Contractor's firm. All vehicles used in the field must have a company logo on both the driver and passenger side of the vehicle that is easily read from a distance.
- H. Any vehicles used for this work shall be properly supplied and equipped to perform the work effectively and safely. The vehicles shall have warning lights and traffic safety equipment (e.g., warning cones, flags, signage, etc.) sufficient to provide protection in traffic lanes for the public and workers. Contractor must follow all applicable standards for deploying safety measures on public streets.
- I. The Contractor shall identify a contact person or persons who shall be on call 24 hours per day during the life of the project. The Contractor's contact person(s) is/are responsible to know the general location of all field crews every day and must have the means to contact them within 15 minutes.
- J. The Contractor has the responsibility for maintenance of traffic when working in any right-of-way. The Contractor shall submit traffic control plans through DWR and shall meet all of Gwinnett County DOT or Georgia DOT standards for temporary traffic control as well as that of Part 6 of the MUTCD current edition. The Contractor is responsible for obtaining all required permits. There shall be no direct payment to the Contractor for development and/or implementation of traffic control plans and permits. These costs shall not be paid separately and shall be included as a part of the individual inspection unit prices.
- K. On a monthly basis, the Contractor shall prepare and submit an electronic written description of all discrepancies found between DWR's records and the actual mapped systems. This description shall include drawn maps of any incorrect systems with temporary and actual Facility ID numbers clearly identified as well as geographical references such as street addresses.
- L. All work shall be conducted in a manner that minimizes any inconvenience and/or disruptions to Gwinnett County and its citizens.

- M. The Contractor, as well as all sub-consultants utilized by the Contractor, must be properly licensed in the State of Georgia.
- N. Except where otherwise instructed, all inspections and repairs of hydrants should be performed in accordance with the manufacturer's recommendations and the American Water Works Association Manual M-17 Installation, Maintenance, and Field Testing of Fire Hydrants.

PART 2 –CONTRACT SECTION A (INSPECTION SERVICES) SPECIFICATIONS

2.1 PURPOSE

This contract is meant to support the County's Fire Hydrant Inspection program, the purpose of which is to ensure the readiness and operability of the County's 48,000 fire hydrants in the event of an emergency. To this end, the Contractor will evaluate the physical and operational condition of all fire hydrants; perform routine preventative maintenance as set out herein; identify hydrants that need to be repaired or replaced; and verify and update hydrant records on a programmatic basis.

2.2 SCOPE

The Contractor shall supply all labor, equipment, tools, and vehicles necessary to inspect and perform preventative maintenance on fire hydrants assigned to them by the County under this contract. Field inspection and preventative maintenance includes but is not limited to: locating, inspecting, assessing, exercising, testing of static pressure, internal lubrication, installation of new thrust washers, O-rings and painting of all assigned fire hydrants. Additionally, locating, exercising and adjusting elevation of hydrant isolation valves shall be required if location is out of pavement. The Contractor will not perform full repairs under section A of this contract. A Utility Contractor License is **NOT** required to bid this section.

The County has approximately 48,000 hydrants; however, the number of hydrants that will be assigned under this contract for inspection is not guaranteed. In general, one third of the hydrant inventory will be assigned each year for inspection.

2.3 PROVISIONS AND SPECIFICATIONS

- A. The Contractor shall have resources capable of completing a minimum of 1,500 hydrant inspections per month; or a minimum of 9,000 every six months. Performance will be measured on a quarterly basis to ensure the Contractor is meeting the program goals.
- B. The Contractor shall submit to GCDWR, on a monthly basis, an inspection database including the inspections and re-inspections performed, any hydrants identified in the GIS which could not be field located, and inspections of any hydrants found to be in need of repair including a list of the repairs needed. Maintenance performed at each hydrant is to be reflected in the inspections submitted. The database must be submitted in the format required by DWR and reference the Facility Identification numbers (FID) of each hydrant and isolation valve and should be accompanied by an invoice that matches each submittal. Repair listings shall include, but not be limited to, the location, FID, type of repair(s) needed, and the priority of the repair based upon severity or outage. Static pressure test results shall be included as part of each inspection.
- C. The Contractor will be provided a sample field inspection form to be populated with data for each hydrant inspection. Scanned copies of these forms shall be submitted to the County along when the hydrant is determined to be out of service.

- D. The County will provide the Contractor with electronic GIS map files of all fire hydrants to be inspected. The production of paper maps will be the responsibility of the Contractor and will not be considered for reimbursement. The hydrants to be inspected will be assigned to the Contractor by the County Contract Manager on a yearly basis. The specific protocols for transferring work assignments and inspection data will be determined during the project kick-off meeting.
- E. The County will provide certain materials for this work. See the section on County Supplied Materials.
- F. The Contractor shall provide any and all necessary or specialty tools to perform the work (hydrant operation and inspection).
- G. Contractor will be responsible for performing the work in a responsible manner and will protect the hydrant locations from damage arising from their operations. Contractor will address, to the satisfaction of the property owner and the County, at their own expense, any damages to private property arising from the operations or actions of their field crews or those of their subcontractors at any tier.
- H. The Contractor shall schedule inspections at least two weeks in advance and update the Contract Manager on their planned activities on a weekly basis. **The Contractor must post proper notifications at subdivision entrances 3 days prior to work being performed.**

The Contractor will work systematically, obtaining electronic GIS maps of each area assigned and completing all field work in one area before a new area is assigned. Should the Contractor only partially complete work in assigned areas, fail to provide inspection information to County in a timely manner, or produce poor quality data, the County may withhold issuance of new work areas, withhold payment until work has been completed to the County's satisfaction, and/or cancel the contract.

- I. **Dry barrel fire hydrant inspections should be completed using the following procedures:**
 - 1. Check the appearance of hydrant. On traffic-model hydrants, check the breakaway device for damage. Remove any loose obstructions around the hydrant and trim back any vegetation that may hinder operation.
 - 2. Check to see whether the hydrant needs to be raised because of a change in the ground-surface grade.
 - 3. Locate and uncover the auxiliary valve. Adding risers to valves if located out of pavement. 15 minutes should be spent on locating the valve, using probing rods and electromagnetic devices. Make a notation on the inspection if valve is covered by pavement.
 - 4. Exercise the auxiliary valve and note if it leaks when closed. Leave it in an open position.
 - 5. Remove one outlet-nozzle cap and use an acoustic listening device to check for leakage.
 - 6. Replace the outlet-nozzle cap. Leave it loose enough to allow air to escape.
 - 7. Open the hydrant only a few turns. Allow air to vent from the outlet-nozzle cap.
 - 8. Tighten the outlet-nozzle cap.
 - 9. Open the hydrant fully. Check and document the ease of operation. If the hydrant is difficult to operate do the following:
 - a. If the hydrant operates with difficulty, check the lubrication before proceeding with the inspection.

- b. Inspect the hydrant for stuck packing and /or bent stem.
10. With the hydrant fully open, check for leakage at flanges, around outlet nozzles, at packing or seals, and around the operating stem.
 11. Partially close the hydrant so the drains open and water flows through under pressure for about 10 seconds, flushing the drain outlets if needed.
 12. Close the hydrant completely. Back off the operating nut enough to take pressure off the thrust bearing or packing.
 13. Remove one outlet-nozzle cap.
 14. Close the hydrant. Remove the deflector and check the operation of the drain valve by placing the palm of one hand over the outlet nozzle. Drainage should be sufficiently rapid to create noticeable suction.
 15. Remove all outlet-nozzle caps, clean the threads, check the condition of the gaskets, and lubricate the threads with food-grade (NSF 61 compliant) vegetable grease. Check the ease of operation of each cap.
 16. Check outlet-nozzle cap chains or cables for free action on each cap. If the chains or cables bind, open the loop around the cap until they move freely and do not kink when the cap is being removed. Replace chain if missing or inoperable.
 17. Replace the caps. Tighten them and back off slightly so they will not be excessively tight but left tight enough to prevent their removal by hand.
 18. Check the lubrication of operating-nut threads. Lubricate per the manufacturers recommendations with a food grade (NSF 61 compliant) grease and/or oil.
 19. On traffic model hydrants, check the breakaway device for damage or rust.
 20. Once maintenance is completed and operation of the hydrant has been verified, paint the hydrant silver.
 21. If hydrant is inoperable due to mechanical failure of the hydrants internal or external parts, the operability of the auxiliary valve, or because of obstructions that make it completely impossible to operate immediately notify the County Contract Manager so that the hydrant can be scheduled for repair and tag the hydrant as out-of-service by painting just the bonnet black.
 22. Finish inspection by completely filling out the inspection and routine maintenance form.
 23. Each valve and hydrant that is located and accessed, shall have a set of photographs taken displaying the following:
 - a. Fire hydrant showing, if possible, the manufacturer name
 - b. From the street, containing the valve and hydrant together
 - c. Photographs shall be named in the following manner to accompany the electronic database submittal:
 - VLV_FID_Contractor_Date
 - HYD_FID_Contractor_Date

2.4 DELIVERABLES

A. Inspection Results Report Database

The Contractor shall submit a populated database or spreadsheet containing the records of each fire hydrant inspected. The Contractor shall receive a copy of the database at the project kick-off meeting that will include the required data content and format. Records required on each fire hydrant shall include all details as provided below. All inspections submitted by the Contractor should include the following general information on each fire hydrant:

1. Hydrant County Facility ID
2. Date of Inspection
3. Time of Inspection

4. Inspector
5. Street address
6. Manufacturer
7. Model
8. Year
9. Main Valve Size
10. Main Valve Status
11. Operating Nut Condition
12. Nozzle Sizes
13. Nozzle Height
14. Nozzle Condition
15. Aux Valve?
16. Aux Valve ID
17. Aux Valve Status
18. Turns to Open Aux Valve
19. Turns to Open Hydrant
20. Static Pressure
21. Operating Status
22. Hydrant Accessibility
23. Damage Type
24. Paint Status
25. Drain Condition
26. Cap Chain Condition
27. Cap Condition
28. Stem Condition
29. Compression Gland/Seal Condition
30. Comments
31. Pictures of hydrant and valve after inspection

B. Recommended Repair Report

Any recommended repairs shall be prioritized according to the definitions below. The most serious individual repairs shall have the highest priority with the less serious repairs having a lower priority. Priorities are defined as follows:

Priority 0 – Emergency Priority

These are fire hydrants that are inoperable or otherwise out-of-service and cannot be used to fight a fire.

Fire hydrants with this priority shall be reported to the Department of Water Resources Contract Manager the same day that they are discovered.

Priority 1 – High Priority

These are fire hydrants that are operable but have deficiencies that adversely affect their proper operation.

Types of repairs that warrant this priority: nozzles too close to ground, large obstacles blocking hydrant, worn operating nut, damaged collision coupling, dangerous location for hydrant. Also included are hydrants with accessibility issues that require the adjustment of public utilities or fixtures to provide unimpeded visibility or access. This includes fire hydrants obscured by guard rails, utility boxes, telephone poles, etc.

Priority 2 – Medium Priority

Fire hydrants in this category are fully operable but need routine repair to bring them up to desirable operating condition.

Types of repairs that warrant this priority: align fire hydrant, adjust collision coupling elevation, rotate hydrant, clear drainage, and valve box adjustments.

Priority 3 – Private Landscaping Issues

Fire hydrants with this priority have accessibility issues that require the removal or adjustment of private fixtures or landscaping to provide unimpeded visibility or access like landscaping, plants, trees, fences, etc.

C. Base Map Correction Report

The Contractor shall be required to maintain a list of hydrants indicated on the GIS maps, but not found during the field efforts. These hydrants should be identified both in the inspection database and on a set of electronic GIS maps with corrections to fire hydrant locations. These corrections shall include, but not be limited to, notations for fire hydrants not found, fire hydrants in the wrong location, and unmapped fire hydrants connected to the public system discovered during the work. These edited digital maps shall be turned into the County when work in that specific map area has been completed.

D. Format of Deliverables

The contractor may use any software of their choosing to manage their inspections and field activities and prepare their data submittals to the County provided that such submittals include the required data and format. No substitutions or modifications to the County's inspection database format will be allowed.

Any software used by the Contractor must be capable of exporting data in a directly compatible format to the County's defined database without any manipulations or modifications required by the County upon receipt. Should the contractor fail to provide data in an acceptable format, the Contractor will adjust their data management methods to meet the submittal requirements including the replacement of their software with an acceptable alternate program if necessary. Since data management is considered integral to this program, no additional or separate payment will be made for adjustments to the Contractor's data management software or methods.

E. Photographs

Contractor shall document each valve and hydrant found with photographs. The photos shall be taken with at minimum a 3 mega pixel camera with the picture size being no less than 1920 by 1440 and the file size no greater than 1.0 MB.

2.5 QUALITY CONTROL

The data submissions shall undergo a review for quality when submitted to the County. Each data field will be reviewed for accuracy by County staff. Should accuracy levels fall below 90%, the data submittal will be refused and no payment will be released. The Contractor will be required to correct or re-do inspections until a 90% level of accuracy is achieved. Continuous data submittal refusals for quality under 90% will constitute cause for termination of the contract.

It is recommended that the Contractor employ QA/QC checks in order to verify accuracy on submissions prior to submitting them to the County to avoid continuous data submittal refusals.

2.6 COUNTY SUPPLIED MATERIALS

The County will provide the following materials required for the maintenance of the hydrants under

this contract: grease, paint, O-rings, end caps with chains and valve box risers. All other materials and supplies required to perform the required work shall be provided by the Contractor and shall be included in the unit rates supplied in the Bid.

Supplied parts will be available at the DWR Central Facility Warehouse located at 684 Winder Hwy, Lawrenceville, GA 30045 during the hours of 7:00 am – 4:00 pm Monday through Friday. Parts will not be issued on a same-day or walk-up basis unless emergency repairs are requested by the Contract Manager for immediate response. Requests for materials to perform non-emergency work shall be forwarded to the Contract Manager not less than 2 business days in advance. The Contractor must run their own parts.

2.7 CONTRACTOR SUPPLIED MATERIALS

All other materials and supplies not specifically listed in this contract as county supplied materials that are considered incidental to the repair but that are required to perform the work are to be supplied by the Contractor and are to be included in the unit rates provided in the Bid.

2.8 WORK SITE CLEAN UP AND RESTORATION

CLEANUP AND DAILY HOUSEKEEPING: The contractor shall be required to clean up mud and dirt from inspection sites, leaving site in better than original condition. Where applicable place plastic or other covering to protect landscaping, hardscaping, and pavement from staining and damage.

SALVAGE OF MATERIALS: All old or used materials resulting from this work including O-rings and parts shall be returned to the county for disposal and/or salvage.

2.9 MEASUREMENT AND PAYMENT-Section A

- A. Only those items identified in the bid schedule, or added by addendum will be measured for payment by the units listed in the bid schedule and/or addendum and paid for at the contract prices.
- B. The cost of all work not directly covered by the pay items shall be considered incidental to the repair, replacement, servicing, maintenance, and/or construction and is to be included and distributed among the bid unit prices of the pay items listed in the contract.

2.10 SECTION A BID SCHEDULE ITEM DESCRIPTIONS

ITEM 1 – Field Inspection of Fire Hydrants and Auxiliary Valves

Payment for this item is per each for all labor and equipment necessary for performing inspection and preventative maintenance of fire hydrants and auxiliary valves as required. Payment will not be made for hydrants that are assigned that cannot be inspected or serviced.

Item 2 - Raising Valve Box to Grade

Payment for this item is per each for all required labor, tools, and equipment to adjust an existing valve box to grade and to restore the area disturbed by the repair in kind, to original condition.

PART 3 – CONTRACT SECTION B (REPAIR SERVICES) SPECIFICATIONS

3.1 PURPOSE

The overall purpose of the Fire Hydrant Repair Program is to perform repairs and maintenance on the County's fire hydrant inventory to ensure the operability and the accessibility of all fire hydrants in the event of an emergency. In order to make this possible, this contract will provide the means to perform those required repairs, maintenance and replacement tasks in a timely and efficient manner. This Program will also include the installation of Team Insertvalve (or approved equivalent resilient Wedge valve as specified in Section 3.12 A Item 24), and water taps to assist in the maintenance and repair of county fire hydrants.

Gwinnett County covers an area of approximately 435 square miles and currently has approximately 48,000 dry-barrel fire hydrants installed throughout that area. Quantities of hydrants to be repaired will be dependent upon the hydrant inspection program and are not guaranteed.

Although the County will try to assign hydrant repairs in a logical manner to accommodate efficient repair operations, the multitude of hydrant models and the types and priorities of the repairs, no guarantees can be made as to the consistency of the assigned work.

3.2 SCOPE

The Contractor shall supply all labor, equipment, tools, and vehicles necessary to perform repairs on County fire hydrants as described herein. The types of repairs to be completed under this contract include but are not limited to: installation of new operating nuts, stems, and main valve rubber seals; adjustments to valve boxes; straightening, adjusting, and re-orienting hydrants; replacement of hydrants, valve insertions, and taps on water mains.

3.3 PROVISIONS AND SPECIFICATIONS

- A. The Contractor submitting a bid for Section B work shall have a valid Georgia Utility Contractors License. A copy of the license should be submitted with the bid.**
- B. County hydrants vary in make and model. It is the Contractor's responsibility to ensure that the appropriate materials and repair parts are used to effect repairs.
- C. Restoration of areas disturbed during the repair is considered integral to the repair and the work is not considered complete until surface restoration has been performed. See "Site Restoration" for more detailed requirements.
- D. Work orders will be assigned based on priority and shall be completed in the following time frames:
 - 1. Priority 0: Completed within 3 to 7 business days
 - 2. Priority 1: Completed within 7 to 14 business days
 - 3. Priority 2: Completed within 14 to 21 business days
- E. The County will provide certain materials for this work. See the section on County Supplied Materials.

3.4 DELIVERABLES

All work orders that were assigned will be followed by a post repair inspection for each hydrant. This inspection will include all work performed, the date and time the work was completed, materials used in the repair, names of individuals performing the work, etc. The Contractor shall receive a copy of the post inspection form/database at the project kick-off meeting.

3.5 QUALITY CONTROL

The data submissions shall undergo a review for quality when submitted to the County. Each data field will be reviewed for accuracy by County staff. Should accuracy levels fall below 90%, the data submittal will be refused and no payment will be released. The Contractor will be required to correct or re-do inspections until a 90% level of accuracy is achieved. Continuous data submittal refusals for quality under 90% will constitute cause for termination of the contract.

It is recommended that the Contractor employ QA/QC checks in order to verify accuracy on submissions prior to submitting them to the County to avoid continuous data submittal refusals.

3.6 COUNTY SUPPLIED MATERIALS

The County will supply all fire hydrant repair parts required under this contract including but not limited to O-rings, packing, glands, valve assemblies, valve parts, caps, chains, extensions, couplings, stems, paint, grease, gaskets, D.I.P., and full hydrant assemblies.

All parts will be available at the DWR Central Facility Warehouse located at 684 Winder Hwy, Lawrenceville, GA 30045 during the hours of 7:30 am – 5:00 pm Monday through Friday. Parts will not be issued on a same-day or walk-up basis unless emergency repairs are requested by the Contract Manager for immediate response. Requests for materials to perform non-emergency work shall be forwarded to the Contract Manager not less than two (2) business days in advance. The Contractor must run their own parts.

3.7 CONTRACTOR SUPPLIED MATERIALS

All other materials and supplies not specifically listed in this contract as county supplied materials and that are considered incidental to the repair shall be supplied by the Contractor and are to be included in the unit rates provided in the Bid. This includes but not limited to materials and supplies related to backfill and the restoration of landscaping, pavement and concrete.

3.8 WORK SITE CLEAN UP AND RESTORATION

- A. **CLEANUP AND DAILY HOUSEKEEPING:** The contractor shall be required to clean up mud, dirt and debris from repair sites, leaving site in better than original condition. Where applicable place plastic or other covering to protect landscaping, hardscaping, and pavement from staining and damage.

B. LANDSCAPING:

1. After repairs are made to a fire hydrant, all landscaping must be completed before submitting an invoice; yards shall be hand raked smooth with no debris to include but not limited to clots of dirt, roots, and rocks.
2. Excavation areas shall be restored to their original condition to match previous contour and grade.
3. Contractor shall restore all landscaping to its original condition and to the satisfaction of the customer and the County, to include but not limited to the following items: installation of grass seed, sod, wheat/pine straw, and pine bark if needed.
4. Removal of unique landscape items (i.e. trees, shrubs, walkways, etc.) is the contractor's responsibility; however, the County requires prior authorization from the Contract Manager. If approval is not obtained before removal, the contractor shall assume all responsibility for the costs associated with the replacement of said items.
5. Ground coverings shall be replaced in-kind, sod for sod, seed for seed, mulch for mulch, etc.

C. HARDSCAPES/SIDEWALKS/DRIVEWAYS AND ROAD CUTS:

1. All sidewalks needing repair shall be replaced in sections from existing joint to joint.
2. The contractor shall seek approval from the County Contract Manager prior to making any road cuts.
3. All concrete and road cut repairs must be completed prior to submission of the invoice.

D. DISPOSAL OF DEBRIS: The contractor is responsible for the removal and disposal of debris or spoil generated by the repairs. Failure of the contractor to properly clean work sites and dispose of spoil materials appropriately shall be sufficient grounds for termination of the contract.

E. SALVAGE OF MATERIALS: All old or used materials resulting from this work including O-rings and parts shall be returned to the county for disposal and/or salvage.

3.9 WORK PERFORMED BY THE COUNTY

Gwinnett County reserves the right to perform any work covered under the scope of this contract using in-house forces when deemed advantageous to the county to do so. No compensation will be made to the contractor for work performed by county forces.

3.10 CORRECTION OF FAULTY, UNSUITABLE, OR SUBSTANDARD WORK

All costs associated with county labor and materials used to correct any faulty, unsuitable, or substandard work performed by the contractor, including landscaping or repair work, shall be deducted from any monies owed to the contractor for services rendered.

3.11 MEASUREMENT AND PAYMENT - Section B

- A. Only those items identified in the bid schedule, or added by addendum will be measured for payment by the units listed in the bid schedule and/or addendum and paid for at the contract bid prices.
- B. The cost of all work not directly covered by the pay items shall be considered incidental to the repair, replacement, servicing, maintenance, and/or construction and is to be included and distributed among the bid unit prices of the pay items listed in the contract.
- C. Contract unit prices represent the installed, complete-in-place, tested, and accepted cost, including, but not limited to:
 - 1. All required, labor, tools, and equipment.
 - 2. All materials, unless specifically noted to be furnished by the owner or by others, or specifically identified for payment under another pay item.
 - 3. All required excavation, dewatering, thrust blocking, rodding, sheeting/shoring/bracing, backfill, compaction and restoration to grade, landscape replacement and repair, and testing.
 - 4. All required traffic control.
 - 5. Acceptable bedding as detailed, specified, or as required by conditions encountered.
 - 6. Disposal of all surplus or waste materials, unsuitable materials, and debris.
 - 7. Protection of existing utilities, including but not limited to locating, diligent care in handling and working around, relocating, and repairing.
 - 8. Miscellaneous associated work necessary to complete the work in place.
 - 9. Minor valve box adjustments.
 - 10. Erosion Control.
 - 11. Pavement, landscape, and hardscape restoration.

3.12 SECTION B BID SCHEDULE ITEM DESCRIPTIONS

A. Section B - Fire Hydrant Repair

Unit price for work performed in items 1 through 34 shall include all tools, equipment, and labor necessary for the required task. This includes fully operating the fire hydrant branch valve, opening and closing the fire hydrant main valve, flushing of the fire hydrant, performing a seal test to ensure the fire hydrant does not leak under system static pressure, and collecting and submitting data as required.

Item 1 - Install New Operating Nut

Payment for this item is per each for all labor and equipment necessary for the removal of the existing operating nut and installation of a new operating nut.

Item 2 - Install New Top Operating Stem

Payment for this item is per each for all labor and equipment necessary for the replacement of the upper stem complete.

Item 3 - Install New Bottom Operating Stem

Payment for this item is per each for all labor and equipment necessary for the replacement of the lower operating stem complete.

Item 4 - Install New Stem Coupling

Payment for this item is per each for all labor and equipment necessary for the installation of a new stem coupling complete.

Item 5 - Install New Seat Ring

Payment for this item is per each for all labor and equipment necessary for the installation of a new seat ring complete.

Item 6 - Install New Drain Valve

Payment for this item is per each for all labor and equipment necessary for the installation of a new drain valve complete.

Item 7 - Install New Main Valve Rubber Seal

Payment for this item is per each for all labor and equipment necessary for the installation of a new main valve rubber seat complete.

Item 8 - Re-set Upper Barrel

Payment for this item is per each for all labor and equipment necessary to re-attach the upper barrel to the lower barrel with a safety flange kit complete. Any vertical extensions associated with placing the safety flange at the proper grade will be paid per the bid item for "Adjust Hydrant to Grade".

Item 9 - Rotate Upper Barrel Assembly

Payment for this item is per each for all labor and equipment necessary for rotational adjustment of a fire hydrant such that the steamer nozzle is perpendicular to or facing the centerline of the adjacent street.

Item 10 - Install New Lower Valve Plate

Payment for this item is per each for all labor and equipment necessary for the installation of a new lower main valve plate complete.

Item 11 - Clean out Drain Weep Holes

Payment for this item is per each for all labor and equipment necessary to clean and clear the drain weep holes to reestablish proper drainage of the fire hydrant barrel.

Items 12 - Adjust Hydrant to Grade

Payment for this item is per each for all labor and equipment necessary to adjust the hydrant to the proper grade, either up or down, such that the breakaway flange is no more than 1.5" above finished ground.

Item 13 - Adjust Valve Box to Grade

Payment for this item is per each for all required labor, tools, equipment, and material to adjust and align an existing valve box to grade and to restore the area disturbed by the repair in kind, to original condition. VALVE BOXES IN NON-PAVED AREAS REQUIRING LESS THAN 6" OF ADJUSTMENT ARE CONSIDERED MINOR AND WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF OTHER REPAIRS AS ASSIGNED.

Item 14 - Install Concrete Valve Pad

Payment for this item is per each for all labor and equipment necessary for the installation of a concrete valve pad on a fire hydrant auxiliary valve and includes grouting between the auxiliary valve box and concrete pad.

Item 15 - Install New Hose Nozzle

Payment for this item is per each for all labor and equipment necessary for the replacement of the hose nozzle(s) complete.

Item 16 - Install New Hold-Down Nut

Payment for this item is per each for all labor and equipment necessary for the replacement of a hold-down nut complete.

Item 17 - Install or Replace Auxiliary Valve

Payment for this item is per each for all labor and equipment necessary for the installation or replacement of an existing auxiliary valve on the hydrant lead, including providing all required restraints.

Item 18 - Install New Standpipe Coupling

Payment for this item is per each for the replacement of a standpipe coupling complete.

Item 19 - Adjust Fire Hydrant Horizontally

Payment for this item is per linear foot for all labor and equipment necessary for the adjustment of a fire hydrant horizontally, including excavation, installation of additional 6" ductile iron pipe, bedding, backfill, compaction, proper restraint, and reinstallation of the hydrant. Measurement is from the center of the hydrant at its original location to the center of the hydrant at its new location.

Item 20 - Straighten Fire Hydrant to Plumb

Payment for this item is per each for all labor and equipment necessary to straighten an existing fire hydrant to plumb.

Item 21 - Replace Bonnet Gasket

Payment for this item is per each for all labor and equipment necessary for replacing bonnet gasket and performing internal lubrication, installation of new thrust washers and O-rings if applicable.

Item 22 - Replace Fire Hydrant - Bonnet to Boot

Payment for this item is per each for all labor and equipment necessary to replace a fire hydrant from the point of connection between the hydrant lead and the hydrant boot. This includes the complete removal of the existing fire hydrant, sterilization, operation, flushing, and seal testing of the fire hydrant.

Items 23-27 - Insertion of Team Industrial Services Insert Valve

Payment for these line items are per size of tap necessary to install a Team Insert Valve (or a Gwinnett county approved equivalent) and should include all labor, excavation, equipment, and cost of valve and tapping assembly/mechanical joint split restraint device. Any Gwinnett County approved equivalent insert a valve must meet existing county specifications and the following guidelines to be accepted:

- The design will allow the valve to be installed into an existing pressured pipeline while maintaining constant pressure and service. After closing the wedge and adequately restraining the valve body, the downstream pipe can be completely removed and replaced to allow for upsizing the pipe if necessary. The host pipe shall not be a permanent component of the valve.
- The ductile iron body, bonnet, and wedge provide strength and a pressure rating that meets or exceeds the requirements of AWWA C515, and have a minimum 250 psig maximum

working pressure.

- Resilient Wedge Valve insertion must be capable of working on Cast Iron, Ductile Iron, PVC, and AC pipe materials without changing portions of the valve body.
- Resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow results, and be totally independent of the carrier pipe. The resilient wedge shall not contact the carrier pipe or depend on the carrier pipe to create a seal.
- The resilient wedge must ride inside body channels to maintain wedge alignment throughout its travel to achieve maximum fluid control regardless of high or low flow pressures.
- The valve shall have a non-rising stem with AWWA standard turns and shall be operated by 2" square wrench nut.
- Valve shall be coated with a minimum of 8 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61.
- Valve shall be attached to the pipe using split restraint devices that have a working pressure rating of 350 psi for 4"-12". Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes.
- Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as joint deflection after assembly.
- Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts.
- After installation of the Resilient Wedge Valve Insertion body on the existing pipe a pressure test must be performed.

B. Section B – Miscellaneous

Item 28 – Percentage of Mark-up Above Cost for Repair Parts and/or Labor

Indicate percentage (%) above cost for additional labor and materials purchased or supplied by contractor that would normally be supplied by the County including but not limited to specialty parts or hydro-excavation. This may include labor or items purchased by contractor in emergency situations or in situations where the county's supply may be diminished. Prior authorization by the County Contract Manager is required before making purchases; failure to receive authorization may result in rejection of invoice. Receipt(s) must be submitted along with invoice for approval of payment.

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

BID SCHEDULE

Delivery will be F.O.B. Destination, freight pre-paid and allowed to: Gwinnett County Department of Water Resources – Central Facility, 684 Winder Hwy, Lawrenceville, GA 30045

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	YEAR ONE UNIT PRICE (B)	YEAR TWO UNIT PRICE (C)	YEAR THREE UNIT PRICE (D)	YEAR FOUR UNIT PRICE (E)	YEAR FIVE UNIT PRICE (F)	TOTAL PRICE [(B + C + D + E + F) * A]
SECTION A – INSPECTION & MAINTENANCE								
1.	FIELD INSPECTION AND PREVENTIVE MAINTENANCE OF FIRE HYDRANTS PER BID REQUIREMENTS AND SPECIFICATIONS	18,000 EA	\$	\$	\$	\$	\$	\$
2.	ADJUST VALVE BOX TO GRADE	1,500 EA	\$	\$	\$	\$	\$	\$
SECTION A TOTAL								\$
SECTION B – FIRE HYDRANT REPAIR								
1.	INSTALL NEW OPERATING NUT	150 EA	\$	\$	\$	\$	\$	\$
2.	INSTALL NEW TOP OPERATING STEM	100 EA	\$	\$	\$	\$	\$	\$
3.	INSTALL NEW BOTTOM OPERATING STEM	5 EA	\$	\$	\$	\$	\$	\$
4.	INSTALL NEW STEM COUPLING	75 EA	\$	\$	\$	\$	\$	\$
5.	INSTALL NEW RING SEAT	10 EA	\$	\$	\$	\$	\$	\$
6.	INSTALL NEW DRAIN VALVE	20 EA	\$	\$	\$	\$	\$	\$
7.	INSTALL NEW MAIN VALVE RUBBER SEAL	40 EA	\$	\$	\$	\$	\$	\$
8.	RESET UPPER BARREL	75 EA	\$	\$	\$	\$	\$	\$
9.	ROTATE UPPER BARREL ASSEMBLY	15 EA	\$	\$	\$	\$	\$	\$
10.	INSTALL NEW LOWER VALVE PLATE	5 EA	\$	\$	\$	\$	\$	\$
11.	CLEAN OUT DRAIN WEEP HOLES	5 EA	\$	\$	\$	\$	\$	\$
12.	ADJUST HYDRANT TO GRADE	100 EA	\$	\$	\$	\$	\$	\$
13.	ADJUST VALVE BOX TO GRADE	150 EA	\$	\$	\$	\$	\$	\$
14.	INSTALL CONCRETE VALVE PAD	10 EA	\$	\$	\$	\$	\$	\$
15.	INSTALL NEW HOSE NOZZLE	50 EA	\$	\$	\$	\$	\$	\$

Company Name _____

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BID SCHEDULE (CONTINUED)

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	YEAR ONE UNIT PRICE (B)	YEAR TWO UNIT PRICE (C)	YEAR THREE UNIT PRICE (D)	YEAR FOUR UNIT PRICE (E)	YEAR FIVE UNIT PRICE (F)	TOTAL PRICE [(B + C + D + E + F) * A]
16.	INSTALL NEW HOLD-DOWN NUT	100 EA	\$	\$	\$	\$	\$	\$
17.	INSTALL OR REPLACE AUXILIARY VALVE	10 EA	\$	\$	\$	\$	\$	\$
18.	INSTALL NEW STANDPIPE COUPLING	50 EA	\$	\$	\$	\$	\$	\$
19.	ADJUST FIRE HYDRANT HORIZONTALLY	5 LF	\$	\$	\$	\$	\$	\$
20.	STRAIGHTEN FIRE HYDRANT TO PLUMB	10 EA	\$	\$	\$	\$	\$	\$
21.	REPLACE BONNET GASKET	300 EA	\$	\$	\$	\$	\$	\$
22.	REPLACE FIRE HYDRANT – BONNET TO BOOT	10 EA	\$	\$	\$	\$	\$	\$
INSERT VALVE INSTALLATION								
23.	INSTALLATION OF 4" VALVE	5 EA	\$	\$	\$	\$	\$	\$
24.	INSTALLATION OF 6" VALVE	5 EA	\$	\$	\$	\$	\$	\$
25.	INSTALLATION OF 8" VALVE	5 EA	\$	\$	\$	\$	\$	\$
26.	INSTALLATION OF 10" VALVE	5 EA	\$	\$	\$	\$	\$	\$
27.	INSTALLATION OF 12" VALVE	5 EA	\$	\$	\$	\$	\$	\$
MISCELLANEOUS								
28.	ADDITIONAL WORK (LABOR AND MATERIALS) COST PLUS PERCENTAGE (NOT TO EXCEED 10%)	\$1,000.00	%	%	%	%	%	\$
SECTION B TOTAL								\$
OVERALL TOTAL (SECTION A + B)								\$

NOTE: Pricing submitted should be rounded to the nearest 2 decimal places.

COMPANY NAME _____

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BID SCHEDULE (CONTINUED)

The services to be performed under this Agreement shall commence on January 1, 2026, or upon award. The initial term of this Agreement shall be through December 31, 2026. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of five (5) years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

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

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

Termination for fund appropriation: The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the County's termination of this Agreement for fund appropriation, 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 Service Provider which shall itemize each element of performance.

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

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

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail Address _____

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

Telephone Number _____ Fax Number _____ E-mail Address _____

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

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed within the past seven (7) years.

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

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____



BL114-25 Provision of Inspection & Repair Services for Fire Hydrants on a Multi-Year 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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**



BL114-25 Provision of Inspection & Repair Services for Fire Hydrants on a Multi-Year 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).



GWINNETT COUNTY
FINANCIAL SERVICES | RISK MANAGEMENT
VENDOR INSURANCE REQUIREMENTS

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
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- 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.

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

BL114-25

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.

A
ny 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.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. **The Purchasing Division is located on the fourth floor of the Charlotte J. Nash Building. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED.**