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gwinnettcounty

January 28, 2016

INVITATION TO BID
BL017-16

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Replacement of Water Meters 2" And Smaller on an Annual Contract** with four (4) Options to Renew for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **February 12, 2016** the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Shelley McWhorter, CPPB, at shelley.mcwhorter@gwinnettcounty.com or by calling 770-822-8734 no later than **February 04, 2016**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

All contractors must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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

Award will be made to the contractors submitting the lowest responsive and responsible bid based on line items 1-8. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

All companies submitting a bid will be notified in writing of award.

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

Shelley McWhorter

Shelley McWhorter, CPPB
Purchasing Associate III

The following documents should be returned along with bid submittal

Bid Schedule: Pages 12-13
References: Pages 18-19
Subcontractor List: Page 20
Contractor Affidavit: Page 26
Code of Ethics Affidavit: Page 27



Replacement of Water Meters 2" And Smaller on an Annual Contract

REPLACEMENT OF WATER METERS 2" AND SMALLER
ON AN ANNUAL CONTRACT**PART 1 - GENERAL SPECIFICATIONS****Bidding Requirements:**

- A. The successful Contractor will be required to meet insurance requirements, submit a 100% Payment Bond for the amount of the Contractor's bid. A payment bond may be required on each subsequent option to renew in an amount as stipulated and/or as negotiated by the County. Bonding Company shall be authorized to do business in Georgia by the Georgia Insurance Department; in addition they shall be listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and must have an A.M. Best rating of A-V or higher.
- B. Bidder is to return a notarized Contractor Affidavit and Agreement and a Code of Ethics along with the bid submittal.
- C. Gwinnett County requests a minimum of three (3) verifiable references where work of a similar size and scope has been successfully completed in the last 5 years by the bidding firm wherein they were performing as the prime or lead firm with responsibility for the management and performance of the work. Bids will be considered only from experienced and well-equipped contractors engaged in work of this type and magnitude. List similar work successfully completed within the last five years, giving the location, size, and rate of installation maintained throughout the project. The bidder shall specify the portion of the work undertaken by their firm. The bidder shall be required to document to the satisfaction of GCDWR that they have the capacity to provide services, equipment, and adequately trained staff necessary to perform the work at a rate of 300 meters replaced per week.
- D. Contractor must have a current valid Georgia Utility Contractors License.
- E. The successful contractor shall have personnel that are certified in backflow prevention testing and installation.

General Notes:

1. Unless otherwise specified, all work will be done in accordance with the *Georgia Department of Transportation Standard Specifications - Construction of Roads and Bridges – latest edition* and all supplements thereto.
2. All meter replacements are to be performed in compliance with the drawings and specifications booklet entitled, "*Water System Design and Construction Standards for Development Projects, Latest Revision*". Specification booklet may be obtained from the Gwinnett County Government website.

http://www.gwinnettcountry.com/static/departments/planning/pdf/water_&_sewer_plan_review_water_system_design_and_construction_standards_for_development_projects.pdf

Contractor shall be required to comply with Gwinnett County Standards for Backflow Prevention as set out in "*Gwinnett County Department of Water Resources Backflow Prevention*", which is available from the Department of Water Resources, and on the County website at:

http://www.gwinnettcountry.com/static/departments/planning/pdf/backflow_prevention_manual.pdf

3. Potential bidders must demonstrate that trained, responsible personnel will be used for this contract. Employees shall have training, (specifically pertaining to the replacement of ¾"-2" water meters), to include classroom and field work with a qualified instructor. It is expected that actual field experience will have been part of the training. The Contractor shall be required to demonstrate that their staff is trained in backflow prevention prior to award of contract. **Contractor and its employees must be**

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trained and follow all OSHA guidelines and requirements pertaining to confined space entry. Successful vendor will be required to submit a copy of their certificate of training prior to award of a contract.

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

PART 2 - CONTRACT SPECIFICATIONS**Scope of Work:**

The Contractor shall provide, under an annual contract, all labor, materials, tools and equipment for the replacement of 2" and smaller residential and commercial water meters, water meter boxes, and ancillary connections or appurtenances. The work shall include, but not be limited to: GPS of meter locations, replacement of existing meters and boxes, changing laying length, replacing curb-stops if needed and adjusting or raising meters or meter boxes as may be required to comply with applicable Gwinnett County Standards. Gwinnett County Department of Water Resources (GCDWR) will provide a listing of specific meters to be replaced and reserves the right to prioritize work. The Contract will be an "open end" type to provide the level of service required by the County as-needed. The Contractor shall have personnel that can be contacted Monday through Friday 8:00 to 5:00 daily to answer any questions from the Manager relating to work orders, location of where staff is working, when work orders will be worked and when landscaping will be completed. Contractor shall have personnel available after hours in case County needs to contact them for emergency repairs. The contractor will provide an appropriate staff of employees, including supervisory personnel, for the efficient operation of the services hereunder. By submitting a Bid, Contractor represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services.

Materials:

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

Materials furnished by the County must be picked up by the Contractor at the warehouse, currently located at 684 Winder Highway, Lawrenceville, Georgia 30045. Contractor is responsible for transport of the County supplied materials. All material withdrawals must be approved by the Contract Manager and must be scheduled at least three business days in advance with warehouse personnel. Withdrawals "on demand" will not be allowed unless authorized by Contract Manager.

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

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responsible for any additional costs arising from such modifications.

Return of Used and Unused Materials:

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

Any unused components issued to the Contractor by the County warehouse must be returned to the warehouse in good condition, ready for use as intended. Damaged, fouled or otherwise unusable materials or components shall be replaced by the County at the Contractor's expense. New inventory will not be given out until all unused parts are returned for recycling.

Salvaged meters shall be stored in barrels by the Contractor for 90 days. This is a requirement in case there is an account with a meter reading that is questioned. It may be necessary to pull the salvaged meter in order to verify the pull out reading. Following the 90 day period the salvaged meters shall be returned to the warehouse. Once the meters have been returned the Warehouse can exchange empty barrels for the barrels of used meters. The Metallic meter box lids and other recyclable materials recovered during the meter replacement efforts shall also be returned to the warehouse for recycling.

Damages:

All plumbing that is damaged by the Contractor or their associates shall be repaired by the Contractor at the Contractor's expense. This includes, but is not limited to, customer's broken service lines within 10 feet of the meter box, customer's broken irrigation lines, damaged sprinkler heads, customer's plumbing issues, stopped up PRV valves, backflow preventers or damaged hot water heaters, etc. up to 90 days from the date that the work is performed.

Concrete Sidewalks/Driveways:

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

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

When replacing and/or constructing a concrete driveway, the existing driveway shall be cut with a concrete saw, and 1/2 inch preformed joint material, full depth, used at the joint between the new and existing concrete. Joint material shall also be placed between the curb and driveway if applicable or along any joint where new concrete will abut existing concrete. All concrete used to construct the various items shall have a minimum compressive strength of 3000 psi at 28 days. Form offsets at radius points shall be at least 12 inches to avoid slivers of concrete that may be easily broken off.

Curing of all concrete shall be in accordance with Section 430.04-J of the Georgia Department of Transportation Standard Specifications – latest edition. Curing shall be considered incidental to the construction, and no additional payment will be made.

The unit prices for concrete and asphalt replacement must include the off- site disposal of all removed and/or excavated materials at the time of excavation. Piling the debris on the street and the right-of-way is not acceptable. The removal and disposal of all other miscellaneous concrete (catch basin tops, etc.) will be considered incidental to the particular pay item being constructed. The section of pavement / concrete to be

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installed by the Contractor shall match the section removed and shall comply with GDOT standards.

Road Cuts:

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

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

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

Landscaping:

All landscaping must be completed prior to submission of invoices. Yards shall be hand raked smooth upon completion of repairs, so there are no lumps, chunks of dirt, roots or rocks. Excavation area shall be restored to its original condition to match previous contour and the site must be free of all debris. Only after the site is level shall the Contractor apply seed and straw. If the lawn is not Fescue, contractor still needs to rake the soil level and remove any clumps of clay or stones. Contractor will restore all landscaping to original condition and customer satisfaction, to include buying all grass seed, sod, wheat/pine straw and pine bark as needed. It will be the Contractor's sole responsibility to supply material and labor for repairing damages to all types of improvements, mailboxes, mailbox posts, domestic water, or irrigation systems if damaged either directly or indirectly by the Contractor.

When the landscaping crew installs replacement sections of sod, such sections shall be placed as to not allow a gap more than 1/2" between the existing grass edges and the new sod. All replacement sections of sod shall be rectangular in shape and shall not be applied as plugs to fill small irregular shaped areas. All landscaping typical for site restoration in residential and commercial areas including but not limited to: surface preparation, sod, seed, mulch, pine bark, and straw shall be included in the unit rates provided and shall NOT be billed separately. Removal of unique landscape items (i.e. trees, shrubs, brick mail boxes, walkways, cobblestone and stamped concrete driveways, etc.) will require prior authorization from the Contract Manager. If approval is not obtained prior to removal, the Contractor will assume all responsibility for the replacement of such items. Compensation for exceptional landscaping requirements, if agreed in advance by the County as necessary or appropriate, will be compensated to the Contractor at a maximum of cost plus 10%, and shall be limited to the additional products and materials pre-approved. Approval of additional landscaping fees shall be on a case-by-case basis and shall not be extended by the Contractor to other locations or set a precedent for future claims.

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

Subcontractors:

The Contractor will be allowed to utilize subcontractors for work under this contract. Approval of a subcontractor by the County shall not in any manner relieve the Contractor for their sole responsibility for the quality and adequacy of work. Any work performed by the subcontractor's crews will be the Contractor's

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responsibility as if performed by their own crews. Subcontractors must utilize vehicles that display the Company Name. The addition of a subcontractor after the bid shall require County approval. Any increase in Contractor's costs due to the addition of a subcontractor after the bid shall not be cause for increased costs to the County.

Worksites:

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

Contact:

The Contractor shall provide a contact person in their office at all times during the business hours who is familiar with the on-going and up-coming work assignments and capable of answering questions that may arise. The Contractor's field-contact person will have a cell phone, and will be available to Gwinnett County's Contract Manager at all times during normal business hours.

Repairs by the County:

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

Contractor Level of Performance:

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

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

Normal Hours of Work:

The Gwinnett County Department of Water Resources normal business hours are 8 a.m. to 5 p.m. (Monday through Friday). All work must be performed during these business hours. Exceptions to these hours [including Holidays, Saturdays and Sundays] must have prior approval by GCDWR. Water meter replacements may require work to be performed after normal working hours, and on weekends. It will be the Contractor's responsibility to schedule this work with the customer and notify the Contract Manager.

For the purposes of this bid, the following applies:

- Normal Business Hours will be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.
- Weekend Hours will be defined as 5:00 p.m. Friday to 8:00 a.m. Monday
- Holiday Hours will be defined and recognized as New Year's Day, Martin Luther King, Jr. Day,

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

No additional payment shall be made for work performed outside normal hours unless specifically requested by GCDWR. Work performed outside normal hours at the request of the Contractor shall be considered as the Contractor's convenience. Emergency repairs shall be defined as Work identified by GCDWR requiring immediate mobilization (within 4-hours) of the Contractor's crew to a location, regardless of the time of service. Emergency repairs required to address faulty Work previously installed by the Contractor shall be the sole responsibility of the Contractor and shall not be compensated.

PART 3 - REPLACEMENT OF EXISTING WATER METERS PROCEDURES**Water Meter Replacement:**

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

GCDWR will select and prioritize water meters to be addressed under this contract. Meters to be addressed will be provided to the Contractor in either a spreadsheet or Work Order format as agreed during the Kick-off Meeting following the award of the Contract. The Contractor shall replace water meters as instructed.

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

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

Flushing Of Line:

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

Gwinnett County DWR recommends following a specific process with every meter replacement. This process will ensure that the customer's water service has been restored and the customer's service line has been properly flushed as required. Prior to turning the water off in preparation for the meter replacement, open the front

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outside water spigot. If there is not a water spigot on the front of the house, use a spigot on the side of the house. The purpose of opening the spigot prior to the meter replacement is that once the replacement is completed, the last thing the contractor should do is turn the spigot off. This will ensure that a resident is not left without water service once the contractor has left the jobsite, while also ensuring that the customer's service line has been properly flushed.

Meter Box Conditions:

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

Installation defects:

If it is determined that any leaks or defects within 10 feet of meter reported by the customer to either the Contractor or GCDWR within 90 calendar days after replacement of meter are the result of the replacement efforts, the Contractor will be required to repair the damage at no additional cost. This will **not** apply to leaks or other pre-existing conditions noted by the Contractor during the replacement.

Emergency Contact:

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

Problem Accounts:

Individual accounts that for some reason cannot have the water meter replaced must be identified as such and reported to GCDWR. GCDWR will determine the proper action to take for meter to be replaced. If upon further investigation it is proven that the meter could have been replaced without GCDWR assistance, a \$10.00 per account penalty will be assessed to the Contractor. Locations of meters inside fence, vicious animals present, or requiring shrubs to be pruned **are not valid reasons for not replacing the meter.**

Safety:

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

The County requires that the Contractor provide a safe work environment. Contractor's staff shall be trained and certified in: Confined Space Entry & Self-Rescue, First Responder, First Aid, CPR and Traffic Control as appropriate prior to participating in any of these activities. Contractor shall submit certification documents upon request of the County to verify their staff has been adequately trained. The Contractor's and subcontractors' employees will be trained to identify unsafe conditions and will follow all necessary safety procedures to protect themselves, County staff, and the general public. Contractor shall ensure that necessary personnel are present to properly support safe operations and that appropriate equipment is available.

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

Daily Report:

Contractor shall submit field sheets to the Contract Manager daily using methods agreed in the Kick-off Meeting for the project.

Payment Submittal

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

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

Submittals will be made as follows: The Contractor will submit for payment water meters replaced during the first fifteen (15) calendar days of each month no later than the seventeenth (17th) calendar day of the month. Replacements will be inspected before payment is made. Replacements made from the sixteenth (16th) of the month through the end of the month will be submitted by the second day for the following month. Any and all replacements failing to pass inspection will not be paid until corrections have been made and another inspection has been completed.

PART 4 – MEASUREMENT AND PAYMENT

Explanation of BID SCHEDULE:

The contract will be an "Open-End" type to provide for the requirements of Gwinnett County on an "as-ordered" basis. *The quantities of Work given for Unit Price Items in the Bid Form are approximate and are assumed solely for comparison of the bids. The quantities listed on the Bid Form may be increased, decreased or eliminated as necessary to satisfy the needs of the County.* The rate of 300 meters /week is not guaranteed to be assigned by the County. Since quantities and rate are not guaranteed to be accurate statements or estimates of quantities of Work that are to be performed under the Contract, any departure, therefore will not be accepted as grounds for adjusting the Unit Rate provided in the Bid, any claim for damages, for extension of time, or for loss of profits regardless of the quantities actually installed.

It is the intent of these bid documents to procure complete works, fully functional and in compliance with county standards and specifications. Unit rates provided by the contractor shall be all-inclusive to achieve this end result. It is not the intent of these documents to provide a complete and full description of the methods and materials necessary to achieve the end result. The omission from these documents of standard procedures or materials normally used in the implementation of the work shall not relieve the successful bidder from the performance of those requirements nor be cause for claims for additional compensation unless specifically identified in the bid. This project will likely require significant administration and coordination. Contractor shall consider such needs as appropriate to the effort and shall include these costs in the unit rates provided in the bid form. No separate payment shall be made for the administrative requirements of the contractor or direct costs associated with the management, implementation, or documentation of the project.

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

Item Number:**1-4. Replace meters (size varies):**

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

Provide an additional fee for each category for work performed outside regular business hours at the request of GCDWR. This fee shall not be added to work performed under “Item 9. Emergency Repair” regardless of the time work is performed under that item.

5. GPS Location of Meters:

Work performed under this line item shall include provision of all labor, tools, equipment, and materials for acquiring mapping grade (sub-meter accuracy) GPS x, y coordinates. Payment shall be made at the unit rate bid per each meter box assigned by the County and installed by the Contractor in compliance with GCDWR standards.

6 - 7. Meter Box Installation – (Residential / Commercial/Industrial):

Work performed under these line items shall include provision of all labor, tools, equipment, and materials for the installation or adjustment of an existing meter box, or the excavation of native soil to accommodate the installation of a new meter box if none is present. The unit rate bid shall include disposal of all waste materials generated by the installation. Photo-documentation of the existing Meter box condition prior to undertaking any work shall be required. Boxes damaged by the Contractor shall be replaced at the expense of the Contractor. Payment shall be made at the unit rate bid per each meter box assigned by the County and installed by the Contractor in compliance with GCDWR standards.

8. Concrete Replacement:

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

9. Asphalt Replacement:

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

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Provide an additional fee to be paid for a Work Order issued from the County Contract Manager that requires the immediate attention of the Contractor. Immediate attention could be defined as a less than 4-hour response time, a repair to the customer side of service that is needed in order to replace the existing meter and/or any other type of repair that is county directed. **This fee shall be exclusive of additional fees associated with work performed and will only be used at the request of GCDWR.** Payment shall be made at the amount bid per each meter assigned by the County. No payment shall be made under this line item if the emergency repair is due to faulty Work previously installed by the Contractor.

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

PART 5 – BID SCHEDULE - REPLACEMENT OF EXISTING WATER METERS**LOW BIDDER WILL BE DETERMINED BASED ON ITEMS 1-8****Water Meter Replacement, 3/4" up to 2"**

| ITEM # | APPROX ANNUAL QTY | LINE SIZE | UNIT PRICE | TOTAL PRICE |
|--------|-------------------|--|---------------------|-------------|
| 1a. | 15,000 EA | 3/4" Meter | EA | \$ |
| 1b. | | Add / meter for non-Business Hour Work | EA | |
| 2a. | 150 EA | 1" Meter | EA | \$ |
| 2b. | | Add / meter for non-Business Hour Work | EA | |
| 3a. | 100 EA | 1-1/2" Meter | EA | \$ |
| 3b. | | Add / meter for non-Business Hour Work | EA | |
| 4a. | 100 EA | 2" Meter | EA | \$ |
| 4b. | | Add / meter for non-Business Hour Work | EA | |
| | | | SUBTOTAL: \$ | |

Related Services

| ITEM # | APPROX ANNUAL QTY | DESCRIPTION | UNIT RATE | TOTAL PRICE |
|--------|-------------------|--|---------------------|-------------|
| 5. | 500 | Meter Box Installation-Residential | EA | \$ |
| 6. | 35 | Meter Box Installation Commercial/Industrial | EA | \$ |
| 7. | 50 | Concrete Replacement. | SY | \$ |
| 8. | 50 | Asphalt Replacement | SY | \$ |
| | | | SUBTOTAL: \$ | |
| | | | TOTAL: \$ | |

Optional Services

| ITEM # | DESCRIPTION | UNIT RATE |
|--------|---|-----------|
| 9. | GPS Location of Meter (usage of this line item is contingent upon cost and budget availability) | \$ /EA |
| 10. | EMERGENCY REPAIRS - Additional fee per meter | \$ /EA |

Replacement of Water Meters 2" And Smaller on an Annual Contract

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

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

Renewal Options:

| | | |
|-------------------|------------------|------------------|
| Option 1 Renewal: | _____ % Increase | _____ % Decrease |
| Option 2 Renewal: | _____ % Increase | _____ % Decrease |
| Option 3 Renewal: | _____ % Increase | _____ % Decrease |
| Option 4 Renewal: | _____ % Increase | _____ % Decrease |

Termination for Cause: The County may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the supplier'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 thirty (30) days written notice to the supplier. In the event of the County's termination of this agreement for convenience, the supplier 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 supplier, which shall itemize each element of performance.

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within ninety (90) days of the date of 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 Bid Pricing Schedule.

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

Federal Tax ID _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

Certification of Non-Collusion in Bid Preparation _____

Signature

Date

Replacement of Water Meters 2" And Smaller on an Annual Contract

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners (**and any applicable Authority**) shall be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation shall provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder shall read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish

Replacement of Water Meters 2" And Smaller on an Annual Contract

that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company shall be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____

(Corporation, Partnership
or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for: _____

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

(Principal Secretary)

(SEAL)

(Principal)

By: _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

Resident or Nonresident Agent

(SEAL)

By: _____
(Attorney-in-Fact)

(Address)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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

REFERENCES

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

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

1. NAME OF REFERENCE _____

ROLE (PRIME OR LEAD) _____

BRIEF DESCRIPTION OF RESPONSIBILITIES & PROJECT DETAILS MEETING SIMILAR SIZE & SCOPE _____

CONTRACT DATES (BEG. & END) _____

CONTACT PERSON _____

TELEPHONE _____ FACSIMILE _____

E-MAIL ADDRESS _____

Company Name _____

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

2. NAME OF REFERENCE _____

ROLE (PRIME OR LEAD) _____

BRIEF DESCRIPTION OF RESPONSIBILITIES & PROJECT DETAILS MEETING SIMILAR SIZE & SCOPE _____

CONTRACT DATES (BEG. & END) _____

CONTACT PERSON _____

TELEPHONE _____ FACSIMILE _____

E-MAIL ADDRESS _____

3. NAME OF REFERENCE _____

ROLE (PRIME OR LEAD) _____

BRIEF DESCRIPTION OF RESPONSIBILITIES & PROJECT DETAILS MEETING SIMILAR SIZE & SCOPE _____

CONTRACT DATES (BEG. & END) _____

CONTACT PERSON _____

TELEPHONE _____ FACSIMILE _____

E-MAIL ADDRESS _____

Company Name _____

GWINNETT COUNTY, GEORGIA
LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

| NAME AND ADDRESS | TYPE OF WORK |
|------------------|--------------|
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Company Name _____

BOND # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046

(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

Replacement of Water Meters 2” And Smaller on an Annual Contract

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal)

(Principal Secretary)

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____

(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE:

If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

BOND # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of _____

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By: _____

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

Solicitation Name & No. BL017-16 REPLACEMENT OF WATER METERS 2" AND SMALLER ON AN ANNUAL CONTRACT

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal 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 _____, 201__

Notary Public
My Commission Expires:

| |
|--|
| <p>For Gwinnett County Use Only: Document ID # _____ Issue Date: _____ Initials: _____</p> |
|--|

* 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).





75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

Bid # & Description BL017-16 REPLACEMENT OF WATER METERS 2" AND SMALLER ON AN ANNUAL CONTRACT

CODE OF ETHICS AFFIDAVIT

***(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH
YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)***

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check one box below)

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. | Sworn to and subscribed before me this |
| BY: _____ | _____ day of _____, 20__ |
| Authorized Officer or Agent Signature | |
| _____ | _____ |
| Printed Name of Authorized Officer or Agent | Notary Public |
| _____ | |
| Title of Authorized Officer or Agent of Contractor | (seal) |

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

gwinnettcountry



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

BL017-16

Buyer's Initials: SM

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

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

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

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal 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 bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

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- 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 company 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 bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually 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 bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid 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 was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid 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, which fails to meet the specifications, shall be borne by the bidder.

Replacement of Water Meters 2" And Smaller on an Annual Contract**VII. F.O.B. POINT**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. 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 contractor 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 contractor 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 bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid 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 an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. 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 the lowest responsive and responsible bidder. 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 bidder to perform, and the bidder 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 bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor 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 contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one

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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 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 invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XVII. CONTRACT

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

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder 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 bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, 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. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor 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 contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid 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 contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, 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 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.

XIX. 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

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of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and 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 suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors 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 with 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 Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm'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 contractors of their use tax liability on public works projects. Under Georgia law, private contractors 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, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

Replacement of Water Meters 2" And Smaller on an Annual Contract**XVIII. STATE 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) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all 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 contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor 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 contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor 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 are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by 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.

Replacement of Water Meters 2" And Smaller on an Annual Contract**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. Section 43-41-17).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their 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 any act or omission of the Contractor, 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, the engineer, or any of their agents or employees by any employee of the Contractor, 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

"Proposer/Bidder" 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. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of 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.

Any business entity holding a contract with Gwinnett County that subsequent to 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 shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who 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.

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:

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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 go to the Treasury Division page on the County's Web Site 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 sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.