



September 25, 2024

**INVITATION TO BID  
BL116-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract.**

**Bid Submittal Date and Location:**

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on October 10, 2024** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

**Instruction on Submitting Questions:**

Questions regarding bids should be directed to Brittany Bryant, CPPB, Purchasing Associate III, at [Brittany.Bryant@GwinnettCounty.com](mailto:Brittany.Bryant@GwinnettCounty.com) or by calling 770-822-7759, **no later than October 03, 2024**. Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

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

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

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

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

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a bid will be notified via email.

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

Brittany Bryant, CPPB  
Purchasing Associate III

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

**BL116-24**

**Buyer Initials: BB**

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

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

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

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

SIGNATURE

**I. SCOPE**

The intent of this contract is to obtain pricing for Water Treatment and Water Reclamation Chemicals on an Annual Contract. Suppliers may submit pricing for one, multiple, or all chemicals. Pricing may be submitted for a twelve-month contract with two (2) additional one-year periods.

\*Existing contracts are in place for products included in this bid. At the discretion of Gwinnett County, contract orders for a given product under this contract will not commence until the existing contract or contract renewal period expires per the table below: Items #1-2, 4-12, 14-17 are currently on BL097-22, this contract expires on December 03, 2024. Items #3-13A are currently on BL137-22, this contract expires on December 12, 2024. Items #18 is currently on BL025-23, this contract expires on December 03, 2024.

ITEM#	BL#	EXPIRATION DATE
#1-2, 4-12, 14-17	BL097-22	12/03/2024
#3 and 13A	BL137-22	12/12/2024
#18	BL025-23	12/03/2024

**II. REQUIREMENTS**

- A. All items should meet item "00. Requirements" of the Compliance Sheets below, as well as the individual specifications for that specific item. If there is a conflict between the "00. Requirements" and the individual specifications then the individual specifications take precedent.
- B. Quantities listed are estimated based on historical usage and no guarantee as to amounts to be purchased is implied.
- C. Gwinnett County will order product on an "as-needed" basis.
- D. Technical services shall be provided by the supplier upon request as detailed in "00. Requirements" of the Compliance Sheets below.
- E. Unit Pricing:
  1. All prices shall be FOB Destination Pre-Paid and Allowed to various county delivery addresses.
- F. Successful supplier shall be required to supply Gwinnett County with Safety Data Sheets (SDS) on chemical, as detailed in the Compliance Sheets below.
- G. Samples: When requested, suppliers must supply samples of proposed products at no cost to Gwinnett County for evaluation by Gwinnett County to determine specification compliance. Costs for such analyses will be borne by Gwinnett County. During the contract period, samples may be collected and analyzed by Gwinnett County upon delivery to determine specification compliance. Shipments that do not meet specifications will be rejected, and all cost for shipment, analysis, and removal/clean out will be the responsibility of the supplier. Samples should be delivered no later than five business days from request.

**H. Delivery:**

1. Clean up of spills that occur during delivery shall be the responsibility of the supplier.
2. Only quantities specifically ordered for each location will be accepted due to storage vessel size or other on- site limitations.
3. No partial deliveries will be accepted without prior approval.
4. Each delivery must be signed by an attendant at the delivery site. Each delivery ticket must reflect the actual amount of product delivered at that site. It is the supplier's responsibility to measure the amount being delivered to each location. Each location must be invoiced separately.
5. All prices shall be FOB Destination Pre-Paid and Allowed to various county delivery addresses.

I. Due to the extreme importance of these materials to the efficient operation of the Gwinnett County operations, each bidder must confirm with supplier that they can supply/allocate material to Gwinnett County prior to submitting a bid.

J. 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 bylaw.

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

**III. SPECIFICATIONS**

A. See the tabular specifications on the following pages for requirements in the following categories:

1. Standards and Certifications – This section contains references to AWWA, NSF, ASTM, and other standards and certifications required to be met for the various products.
2. Delivery Locations and Projected Annual Quantities – This section contains the name of the facility that may order and receive the chemical, and a projected quantity that is provided for reference only. Actual quantities will differ from the quantities provided, and some chemicals may not be ordered at all. Refer to the Delivery Locations table for facility addresses and contact information.
3. Material Specifications – This section contains requirements for chemical concentrations, purities, exceptions to standards, and other specifics of the product to be delivered.
4. Supplier Requirements – This section contains delivery requirements, submittal requirements, and other items incumbent upon the supplier to provide.
5. Testing, Verification & Payment – This section contains verification methods for delivered quantities, labeling requirements, sampling and testing requirements and options, payment terms, and other related information.

- 6. **Compliance Sheets** - Each numbered specification line item contains a field for “Comply” and one for “Exception”. Check the “Comply” field if the specification WILL BE complied with, without any exceptions. Check the “Exception” field if the specification WILL NOT BE complied with and provide an attached explanation of the requested exception. Exceptions will be evaluated by Gwinnett County staff and may be cause for rejection of the bid if the exception will cause a performance issue or other unacceptable condition in the opinion of Gwinnett County.

**IV. ABBREVIATIONS AND ACRONYMS**

The following abbreviations and acronyms are used in the product specifications:	
ARV	Air Release Valve
ASTM	ASTM International (formerly American Society for Testing & Materials)
AWWA	American Water Works Association
FMCSA	Federal Motor Carrier Safety Administration
FOB	Freight On Board (prepaid and allowed)
FP	Filter Plant (Water Production)
GCDWR	Gwinnett County Department of Water Resources
NSF	NSF International (formerly National Sanitation Foundation)
ppm	Parts per Million
PS	Pump Station (Water Reclamation)
SCADA	Supervisory Controls and Data Acquisition
SDS	Safety Data Sheets (formerly Material Safety Data Sheets or MSDS)
USDOT	United States Department of Transportation
WRC	Water Resources Center
WRF	Water Reclamation Facility

**V. DELIVERY LOCATIONS**

Delivery locations are listed below. Gwinnett County reserves the right to add and/or delete facilities during the contract period.

**Note: Suppliers qualifying their bid by requiring minimum delivery orders may be deemed non-responsive.**

Facility	Street Address	City
Crooked Creek Water Reclamation Facility	6556 Plant Drive	Norcross
F. Wayne Hill Water Resource Center	1500 One Water Way	Buford
Ivy Creek Pump Station	1500 One Water Way	Buford
Lanier Filter Plant	2601 Buford Dam Rd	Buford
Level Creek Pump Station	5138 Settles Bridge Rd.	Suwanee
Shoal Creek Filter Plant	1755 Buford Dam Road	Buford
Yellow River Water Reclamation Facility	858 Tom Smith Road	Lilburn

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**COMPLIANCE SHEETS**

00. General Requirements		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Follow specific requirements included herein.		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Projected quantities are for reference only and are based on historical use, where data is available. Actual quantities will vary. Facilities will order at their discretion on an as-needed basis, depending on use and storage capabilities.		
2.2	Refer to the Delivery Locations table for addresses of each facility expected to receive chemicals.		
<b>3</b>	<b>Material Specifications</b>		
3.1	Follow specific requirements included herein for each chemical. Chemicals are generally intended for use in potable water treatment and waste waterreclamation.		
3.2	If product is specified to meet NSF 60, certify proof using an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Chemicals - Health Effects. Certification should be submitted with bid.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	All prices are FOB destination pre-paid and allowed, delivered to the locations included herein for each chemical. This means shipping is included in the bid amount and will not be charged separately. Also, the goods remain in the supplier's ownership until they are off-loaded at the destination.		
4.2	Where applicable, comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.3	Delivery is between 7:00 am - 3:00 pm during normal business days only (No County holidays nor weekend deliveries except for emergencies declared by GCDWR).		
4.4	Clean up all spills that occur during delivery of chemicals. Notify facility personnel of any spills. Notify facility personnel if any chemical reaches a storm drain or other on-site conveyance system.		
4.5	If the bulk delivery truck's prior content was a chemical other than the one to be delivered, thoroughly clean out the truck's tank(s) and verify that no cross-contamination has occurred.		
4.6	Upon request of GCDWR facility staff, provide technical services not to exceed eight (8) man-hours per location per year. Include technical services in bid prices. No separate payment for technical services will be made. Additional technical services may be required for certain chemicals. Any such additional services and compensation there for will be called out for the applicable chemicals in their respective specifications.		
4.7	After each order is placed, email bill of lading, security seal numbers, driver information including legible copy of driver's license, and certificate of analysis (including specific gravity and pH, <b>if required for that chemical</b> ) to the DWR representative who placed the order.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

00. General Requirements (continued)		Comply	Exception
4.8	Upon each delivery provide a bill of lading, certificate of analysis (including specific gravity and pH), NSF Certification (if delivering to a water treatment or distribution facility), and Safety Data Sheets for each chemical to each location where it will be delivered. <b>If required or requested for that chemical.</b>		
4.9	Note that GCDWR plant personnel will not assist delivery drivers by operating any equipment on or associated with the delivery truck, nor by providing fittings or hoses, compressed air, or containment materials for leaks of any size.		
4.10	When requested, provide samples of chemicals to be tested by GCDWR. Include cost of samples in the bid cost for chemicals. No separate payment for samples will be made. GCDWR will bear the cost of testing and analysis.		
4.11	Only the quantities ordered at each site will be accepted.		
4.12	Suppliers qualifying their bid by requiring minimum delivery orders may be deemed non-responsive.		
4.13	Submit a list of three (3) references where purchase of comparable size and scope has been completed, listing customer name, address, brief description of project, and contact person name, email address, and phone number.		
4.14	Individuals, firms, and businesses seeking an award of a contract may not initiate nor continue any verbal or written communications regarding a solicitation with any County officer, elected official, or 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 it is determined that such communication has occurred and has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration of award.		
4.15	Indicate any requested exceptions to specifications by checking the appropriate box to the right of the specification. If the bidder intends to meet the specification, indicate this in the appropriate column ("Comply") to the right. If any requested exceptions are indicated in the columns to the right ("Exception") elaborate on the nature of the exception(s). Attach additional sheets as necessary to convey the details of all requested exceptions to these specifications. At the discretion of GCDWR, exceptions to the specifications may be cause for rejection of bids.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

00. General Requirements (continued)		Comply	Exception
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Follow specific requirements included herein.		
5.2	Samples of delivered chemical may be taken by GCDWR and analyzed at GCDWR expense. Shipments that do not meet specifications will be rejected, and all costs for shipment, analysis, and removal/clean-out of tanks and other equipment will be charged to the supplier.		
5.3	Obtain the signature of the attendant at the delivery site on the delivery ticket. Show the actual amount of product delivered on the delivery ticket. Invoice each delivery location separately.		
5.4	Provide the delivery driver's valid commercial driver's license to the attendant upon arrival to the delivery site. Provide current contact information for the dispatcher.		
5.5	Missing or damaged seals on tankers and containers may be cause for rejection of any delivery. In some cases, seal numbers will be required to be sent to the delivery location prior to shipment. Products with seal numbers not meeting this transmittal will be rejected.		
5.6	All bulk chemical deliveries must weigh in and out on GCDWR truck scales (if available). If any discrepancy exists between the delivery ticket(s) and the measured quantity by GCDWR (net on-site weight or change in bulk tank level) the measured quantity will be used for payment.		
5.7	Submit invoices at the awarded unit price(s) with signed receipt tickets showing the quantity received. Show date received, GCDWR order number and GCDWR contract number on the invoice.		

In an effort to reduce paper consumption, if a No Bid is being submitted on a particular chemical, the following Compliance Sheets for that chemical should not be returned as part of your bid.

Company Name \_\_\_\_\_



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**COMPLIANCE SHEETS**

1. Liquid Sodium Hydroxide (Caustic Soda)		Comply	Exception															
<b>1</b>	<b>Standards and Certifications</b>																	
1.1	Meet AWWA B501-19 or latest revision if newer AWWA standard has been published.																	
1.2	Provide certification following AWWA B501-19 Section 4.3.2 (or latest revision if newer AWWA standard has been published).																	
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>																	
2.1	F. Wayne Hill WRC	335,000 Gallons																
2.2	Yellow River WRF	25,000 Gallons																
2.3	Ivy Creek PS	20,000 Gallons																
2.4	Level Creek PS	25,000 Gallons																
<b>3</b>	<b>Material Specifications</b>																	
3.1	Deliver bulk prepared liquid solution of 25% Sodium Hydroxide in water, standard (commercial or diaphragm) grade.																	
3.2	Meet purity requirements of AWWA B501-19 Section 4.3.1 (or latest revision if newer AWWA standard has been published).																	
3.3	Solution pH shall be 13 SU or greater.																	
<b>4</b>	<b>Supplier Requirements</b>																	
4.1	Ship in bulk ensuring no cross contamination with other chemicals.																	
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.																	
4.3	Deliveries may be greater or less than 500 gallons, depending on location and circumstances.																	
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.																	
4.5	Submit certified analysis including Alkalinity as NaOH (%), Alkalinity as Na <sub>2</sub> O (%), Sodium Carbonate as Na <sub>2</sub> CO <sub>3</sub> (%), Sodium Chloride as NaCl (%), Sodium Sulfate as Na <sub>2</sub> SO <sub>4</sub> (%), Iron as Fe (ppm), Arsenic (ppm), Nickel (ppm), and Copper (ppm).																	
4.6	<table border="1"> <thead> <tr> <th><u>Location</u></th> <th><u>Tank Size (gal)</u></th> <th><u>Typical Delivery (gal)A</u></th> </tr> </thead> <tbody> <tr> <td>F. Wayne Hill WRC</td> <td>2 x 9,000</td> <td>4,500 (1 or 2 a week)</td> </tr> <tr> <td>Yellow River WRF</td> <td>2 x 6,000</td> <td>4,000 (1 every 2-3 months)</td> </tr> <tr> <td>Ivy Creek Pump Station</td> <td>5,850</td> <td>4,000 (every 4 months)</td> </tr> <tr> <td>Level Creek Pump Station</td> <td>4,000</td> <td>4,000 (every 4 months)</td> </tr> </tbody> </table>	<u>Location</u>	<u>Tank Size (gal)</u>	<u>Typical Delivery (gal)A</u>	F. Wayne Hill WRC	2 x 9,000	4,500 (1 or 2 a week)	Yellow River WRF	2 x 6,000	4,000 (1 every 2-3 months)	Ivy Creek Pump Station	5,850	4,000 (every 4 months)	Level Creek Pump Station	4,000	4,000 (every 4 months)		
<u>Location</u>	<u>Tank Size (gal)</u>	<u>Typical Delivery (gal)A</u>																
F. Wayne Hill WRC	2 x 9,000	4,500 (1 or 2 a week)																
Yellow River WRF	2 x 6,000	4,000 (1 every 2-3 months)																
Ivy Creek Pump Station	5,850	4,000 (every 4 months)																
Level Creek Pump Station	4,000	4,000 (every 4 months)																
<b>5</b>	<b>Testing, Verification &amp; Payment</b>																	
5.1	Payment will be for gallons of solution received at each location.																	
5.2	Review of certified analysis (see 4.5 above) by GCDWR.																	
5.3	The Gwinnett County Department of Water Resources will draw two (2) samples. First sample is to be tested at the Gwinnett County Department of Water Resources Environmental Lab per AWWA B501-19 Section 5 (or latest revision if newer AWWA standard has been published). Second sample is to be used as back-up if the first sample fails. Second sample to be sent to a referee lab agreed upon by both parties.																	

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

2. Calcium Hypochlorite -Dry-(100 Lbs. Buckets)		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Shoal Creek FP	50 Buckets	
2.2	Lanier FP	125 Buckets	
2.3	F. Wayne Hill WRC	150 Buckets	
2.4	Crooked Creek WRF	15 Buckets	
2.5	Yellow River WRF	15 Buckets	
<b>3</b>	<b>Material Specifications</b>		
3.1	In lieu of AWWA B300-10 Section 4.2.2, meet the following product specifications: Dust Index (25.0 mg per 100 grams of sample), Available Chlorine (65.0 to 71.0% by weight), Water (5.5 to 8.5% by weight), Maximum Iron as Fe (0.05%), Maximum Percent Retained on 10 Mesh (5.0), Maximum Percent Retained on 14 Mesh (25.0), Maximum Percent Passing 60 Mesh (3.0).		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in 100-pound buckets.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 100-pound bucket, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Include a chemical-resistant scoop with each container of product.		
4.6	Submit certified analysis including Dust Index, Available Chlorine, Water Content, Iron Content, and Sieve Analysis.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for units of 100-pound buckets received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

3. Chlorine - Liquid		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B301-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
1.3	Provide certification following AWWA B301-10 (or latest revision if newer AWWA standard has been published) Section 5.3.1, <b>upon request.</b>		
1.4	Beyond AWWA B301-10, the vaporized Chlorine must be not less than 99.9% Cl <sub>2</sub> (volume/volume). This 3-log requirement is to minimize particulate matter.		
1.5	Beyond AWWA B301-10, limit lead content to not more than 1 ppm.		
1.6	Beyond AWWA B301-10, limit moisture content to not more than 100 ppm.		
1.7	Beyond AWWA B301-10, limit residue on evaporation to not more than 100 ppm.		
1.8	Meet all safety guidelines and standards of the Chlorine Institute document "Chlorine Basics" (formerly the "Chlorine Manual") available from the Chlorine Institute online bookstore.		
1.9	Meet all Federal safety guidelines administered by OSHA.		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Shoal Creek FP	60 Containers	
2.2	Lanier FP	150 Containers	
<b>3</b>	<b>Material Specifications</b>		
3.1	Follow AWWA B301-10 (or latest revision if newer AWWA standard has been published) for all material specifications, with the exceptions above in 1.4 through 1.7.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in standard one-ton containers meeting US Code of Federal Regulations (CFR) DOT Class 106A500X or DOT Class 106A500W.		
4.2	After order placement, product to be delivered within 72 hours of or a mutually agreed to delivery schedule.		
4.3	Pick up empty containers as requested by GCDWR and maintain an inventory of containers such that full containers can be supplied without needing to pick up empty containers.		
4.4	Use only containers that have passed hydrostatic testing requirements contained in Chlorine Institute Pamphlet 17 Section 6.1.2. Stamp containers with the date of the most recent hydrostatic test. Test frequency is 5 years, with exceptions noted in Pamphlet 17.		
4.5	Use only valves that are not misaligned (bent) and are fully functional.		
4.6	Torque valves to the range recommended by the Chlorine Institute.		
4.7	At the end of the contract period, pick up all containers and apply contract credit for all full containers.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

<b>3. Chlorine - Liquid (continued)</b>		<b>Comply</b>	<b>Exception</b>
4.8	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, and a list of all container identification numbers for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.9	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.10	Bid as U.S. dollars per one ton container, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.11	Submit certified analysis including Moisture Content, Total Heavy Metals Content, Lead Content, Mercury Content, Arsenic Content, Nonvolatile Residue Content, Carbon Tetrachloride Content, and Trihalomethanes Content <b>upon request.</b>		
4.12	Meet ton container specifications from the Chlorine Institute Pamphlet 17, Section 3.2. Adhere to limits on re-tapping openings in Section 3.2.3. Inspect containers internally at least annually, in addition to the requirements of Section 3.5.3 and Section 4.2. Follow procedures in Section 3.8 for internal inspections. Perform internal cleaning if loose scale or other impurities are found, using procedures detailed in Section 3.9.2. Perform external inspections meeting the requirements of Section 3.7 at least annually, in addition to external inspection triggers contained in Section 3.7. Observe the limits on defects contained in Section 3.7.3 through 3.7.10.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for units of one-ton containers received at each location.		
5.2	Review of certified analysis (see 4.11 above) by GCDWR.		
5.3	GCDWR will inspect container valves for compliance with AWWA and will label and reject any container not in compliance.		
5.4	GCDWR will label and reject any leaking container(s) at the time of delivery and will notify the regulatory agencies having jurisdiction over hazardous materials releases.		
5.5	Containers will be weighed after offloading, to verify the total tons of chlorine liquid delivered.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

4. Phosphate Corrosion Inhibitor		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
1.2	Use only NSF-60 raw ingredients manufactured in North America. Submit proof of raw material compliance if requested. Exceptions to be reviewed and may be accepted. This additional requirement is included to minimize the presence of heavy metals contamination.		
1.3	Supplier should provide with the bid, an affidavit from the manufacturer guaranteeing adequate supply of material from multiple sources. Manufacturer is defined as an entity that is engaged in the process of converting phosphoric rock to phosphoric acid for use in drinking water.		
1.4	<b>Bidder should provide with the bid</b> , an affidavit from the manufacturer guaranteeing adequate supply of material from multiple sources. Manufacturer is defined as an entity that is engaged in the process of converting phosphoric rock to phosphoric acid for use in drinking water.		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Shoal Creek FP	50,000 Gallons	
2.2	Lanier FP	66,000 Gallons	
<b>3</b>	<b>Material Specifications</b>		
3.1	Bids must be for solution strength of 36% or greater. Products having solution strength below the specified 36% total phosphate content will be deemed non-responsive, regardless of product performance claims.		
3.2	The product selected must achieve compliance with the USEPA Lead & Copper Rule by meeting a 90th percentile lead value of less than 10 ppb, at dosages of 1.6 ppm phosphate or less, as determined from analyses of Gwinnett's established Lead/Copper sample protocol used in the water distribution system at the time of product use and subsequent sampling. Historically, dosages of the specified product of 1.2-1.6 ppm have resulted in compliance with the USEPA Lead & Copper Rule. Sampling and testing for USEPA Lead & Copper Rule compliance is by GCDWR at its sole expense.		
3.3	Prepare product using either a thermal reaction process or a blending process using monosodium phosphate and polyphosphates to achieve the 50/50 ortho/polyphosphate blend of 36% total phosphate. Products manufactured by dilution of phosphoric acid are not acceptable. Submit a short narrative describing the manufacturing process, including source and type of raw materials.		
3.4	Meet the following product specifications: Appearance (clear liquid), Turbidity (less than 2 NTU), Color (water white), Odor (none), Viscosity (less than 2 cP), Solubility (complete), Specific Gravity (1.38 +/- 0.02), Total Phosphate (36% as PO4 +/- 1%), Ortho/Polyphosphate Ratio (50/50), Orthophosphate (18% as PO4 +/- 1%), Polyphosphate (18% as PO4 +/- 1%), Density (11.4 lbs/gallon), pH (4.5-6.2), Chlorine Demand (none).		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

4. Phosphate Corrosion Inhibitor (continued)		Comply	Exception
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Submit certified analysis including viscosity, specific gravity, total phosphate, ortho/polyphosphate ratio, orthophosphate content, polyphosphate content, density, pH and chlorine demand, <b>upon request.</b>		
4.5	Bid as dollars per gallon, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
4.7	Notify GCDWR of any change in content of product and/or method of manufacture before any re-formulated or alternatively manufactured product is delivered to the receiving site.		
4.8	Deliver in a vehicle no longer than 54 feet from front most wheel center to rearmost wheel center.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for gallon units of solution received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Delivered volume will be determined by dividing net weight by density per gallon of phosphate product. Payment will be made based on cost per gallon, based on GCDWR's onsite weight measurement.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

5. Fluorosilicic Acid		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B703-11 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
1.3	Provide certification that product meets specifications of AWWA B703-11 (or latest revision if newer AWWA standard has been published) Section 4.		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Shoal Creek FP	48,000 Gallons	
2.2	Lanier FP	55,000 Gallons	
<b>3</b>	<b>Material Specifications</b>		
3.1	Provide product at a nominal 23% concentration. Product having higher concentration will not be compensated for by paying a higher unit price. Meet Specific Gravity of 1.23 at 75 degrees F.		
3.2	Follow AWWA B703-11 (or latest revision if newer AWWA standard has been published) for all materials specifications.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per gallon of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis <b>upon request</b> including Fluorosilicic Acid Content by Weight, Free Acid Content, and Color.		
4.7	Deliver in a vehicle no longer than 54 feet from frontmost wheel center to rearmost wheel center.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Chain of custody document review by GCDWR.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Company Name \_\_\_\_\_

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### COMPLIANCE SHEETS

6. Liquid Calcium Hydroxide - Lime Slurry		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B202-13 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
1.3	Provide certification following AWWA B202-13 Section 4.3.2 (or latest revision if newer AWWA standard has been published), <b>upon request.</b>		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Shoal Creek FP	25,000 Units of 100 Lbs.	
2.2	Lanier FP	49,000 Units of 100 Lbs.	
<b>3</b>	<b>Material Specifications</b>		
3.1	Provide 30% stabilized aqueous Calcium Hydroxide suspension, microparticulated under high rotary fusion. Use no quicklime in the slurry manufacturing process. Use only finely ground air-classified hydrated lime for preparation of the slurry.		
3.2	Meet the following product specifications: Percent Passing 100 Mesh Screen (99.9%), Minimum CaOH by weight (30%), Maximum Inert Ingredients (70%), Appearance (liquid, white suspension), Odor (none), Solubility in Water (0.1 g/100g), Specific Gravity (1.19-1.23), pH of Saturated Solution at 25 degrees Celsius (12.4).		
3.3	Meet requirements of AWWA B202-13 Section 4.3 (or latest revision if newer AWWA standard has been published) for impurities.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Upon delivery, dilute product to 22 percent CaOH by weight. Follow GCDWR guidelines provided by plant operators and use the Lime Dilution Table to determine volume of water needed to reach a 22 percent slurry. All deliveries require an inline hose basket strainer between tanker and bulk tank.		
4.4	Maintain on-site tank and feed system from the tank to the feed pump to ensure no blockage. If visible build-up occurs in tank, tank mixing system or feed lines, clean these systems to restore proper operations.		
4.5	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.6	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		

Company Name \_\_\_\_\_



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**COMPLIANCE SHEETS**

<b>6. Liquid Calcium Hydroxide - Lime Slurry (continued)</b>		<b>Comply</b>	<b>Exception</b>
4.7	Bid as U.S. dollars per pound of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.8	Submit certified analysis <b>after each order is placed</b> including Percent Passing 100 Mesh Screen, CaOH Content by Weight, Inert Ingredients Content by Weight, Solubility in Water, Specific Gravity, and pH of Saturated Solution at 25 Degrees Celsius.		
4.9	Certify that the manufacturing process meets 3.1 above.		
4.10	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
4.11	Deliver in a vehicle no longer than 54 feet from frontmost wheel center to rearmost wheel center.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for units of 100 pounds of liquid received at each location.		
5.2	Review of certified analysis (see 4.8 above) by GCDWR.		
5.3	Review of certification required in 4.9 above.		
5.4	GCDWR may conduct additional sieve analysis and other analyses and may conduct manufacturing plant visits at its discretion.		
5.5	Trucks will be weighed upon arrival and after offloading, to verify the total pounds of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Company Name \_\_\_\_\_

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### COMPLIANCE SHEETS

7. Liquid Ferric Sulfate (275-Gallon Totes)		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B406-14 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
1.3	Provide certification following AWWA B406-14 Section 4.3.2. (or latest revision if newer AWWA standard has been published), <b>upon request.</b>		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Lanier FP	120 Totes	
<b>3</b>	<b>Material Specifications</b>		
3.1	Provide liquid Ferric Sulfate solution at a concentration of 60% +/- Fe <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub>		
3.2	Meet all product chemical specifications of AWWA B406-14 Section 4.2.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in 275-gallon totes.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s and email. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per 275 gallons of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis <b>after each order is placed</b> including Ferric Iron Content, Ferrous Iron Content, Free Acid as H <sub>2</sub> SO <sub>4</sub> Content, Chloride Content, pH, Specific Gravity, and Viscosity.		
4.7	Seals are required.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for each 275-gallon unit of liquid received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Totes (275 gallons each) will be inventoried upon delivery for payment.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

8. Liquid Ferric Chloride - Bulk		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B407-12 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
1.3	Provide certification following AWWA B407-12 Section 4.3.2. (or latest revision if newer AWWA standard has been published), <b>upon request.</b>		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Shoal Creek FP	18,000 Gallons	
2.2	Lanier FP	22,000 Gallons	
<b>3</b>	<b>Material Specifications</b>		
3.1	Meet the following product chemical specifications in lieu of AWWA B407-12 Section 4.2: FeCl <sub>3</sub> Content (37.0-42.0%), Maximum FeCl <sub>2</sub> Content (0.75%), Maximum Free Acid as HCL (3.5%), Maximum Insoluble Anhydrous Basis (0.5%), Appearance (dark brown liquid), Specific Gravity (1.38-1.49), Viscosity at 44 Degrees Fahrenheit (12.1 cP for 40% solution).		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by truck by manufacturer's tanker.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	For security purposes, send an email 24 hours before delivery to Operations staff at the plant to receive the delivery. Include driver's name, copy of driver's license, and a list of all security tags for verification upon delivery.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per gallon of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis <b>after each order is placed</b> including FeCl <sub>3</sub> Content, FeCl <sub>2</sub> Content, Free Acid as HCL Content, Insoluble Anhydrous Basis Content, Specific Gravity, and Viscosity.		
4.7	Deliver in a vehicle no longer than 54 feet from frontmost wheel center to rearmost wheel center.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for each 1-gallon unit of liquid received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

9. Liquid Oxygen – LOX		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B304-13 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Shoal Creek FP	280,000 Units of 100 Cubic Feet	
2.2	Lanier FP	250,000 Units of 100 Cubic Feet	
2.3	F. Wayne Hill WRC	700,000 Units of 100 Cubic Feet	
<b>3</b>	<b>Material Specifications</b>		
3.1	Meet the following product specifications: Purity (99.5% Oxygen by volume), Dewpoint (-80 degrees F), Hydrocarbon Content (less than 20 ppm).		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by manufacturer’s tanker.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 100 cubic feet, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including purity (Oxygen by volume), dewpoint, and hydrocarbon content, <b>upon request.</b>		
4.6	Provide equipment (from the tanks to the ozone generators and including filters) maintenance services on a time and materials basis as defined in the bid form. Response time for routine (non-emergency) maintenance is defined as no greater than 72 hours. Response time of greater than 72 hours for a routine maintenance call may be cause for contract termination. Response time for emergency maintenance is 4 hours or less. If actual response time for an emergency maintenance call exceeds 4 hours, payment may be made at the routine maintenance rate, and will be cause for contract termination.		
4.7	Provide an annual inspection of all equipment and a report detailing any deficiencies found.		
4.8	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, and emails. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for units of one hundred cubic feet of liquid received at each location, as verified by a certified liquid meter ticket. See the bid form for pay items related to time-and-materials charges for emergency and non-emergency maintenance services.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

10. Liquid Nitrogen		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Shoal Creek FP	22,000 Liters	
2.2	Lanier FP	18,000 Liters	
<b>3</b>	<b>Material Specifications</b>		
3.1	Meet the following product specifications: Appearance (colorless, odorless, cryogenic liquid), Specific Volume (13.81 cubic feet per pound at 70 degrees F), Boiling Point (minus 320.44 degrees F), Purity (99.998% pure), Oxygen Content (less than or equal to 10 ppm), Water Content (less than or equal to 4 ppm), Dew Point (minus 90 degrees F).		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by manufacturer's truck, with tank.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per liter, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis <b>after each order is placed</b> including specific volume, boiling point, purity, oxygen content, water content and dew point.		
4.6	Provide maintenance services on equipment (from the tank to the connection at the Oxygen gas line) on a time and materials basis as defined in the bid form. Response time for routine (non-emergency) maintenance is defined as no greater than 72 hours. Response time of greater than 72 hours for a routine maintenance call will be cause for contract termination. Response time for emergency maintenance is 4 hours or less. If actual response time for an emergency maintenance call exceeds 4 hours, payment will be made at the routine maintenance rate, and will be cause for contract termination.		
4.7	Provide an annual inspection of all equipment and a report detailing any deficiencies found.		
4.8	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for liters of liquid received at each location, as verified by a certified liquid meter ticket. See the bid form for pay items related to time-and-materials charges for emergency and non-emergency maintenance services.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Company Name \_\_\_\_\_

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### COMPLIANCE SHEETS

11. Calcium Oxide - Quicklime		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B202-13 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification following AWWA B202-13 Section 4.3.2 (or latest revision if newer AWWA standard has been published).		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Yellow River WRF	1,600 Tons	
<b>3</b>	<b>Material Specifications</b>		
3.1	Provide pebble quicklime in bulk form.		
3.2	Meet the following product specifications: Available CaO (90% minimum by weight), MgO (3% minimum by weight), Residue (5% maximum).		
3.3	Meet requirements of AWWA B202-13 Section 4.3 (or latest revision if newer AWWA standard has been published) for impurities.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Blow product into the plant silo(s) at a rate that is compatible with the silo feed system. Blowing at a rate too high or too low will result in stoppage of the feed system and will result in delay to the delivery of product.		
4.4	Bid as U.S. dollars per ton of product, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis <b>after each order is placed</b> including Available CaO, MgO content and residue content.		
4.6	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for tons of product received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	GCDWR may conduct additional sieve analysis and other analyses and may conduct manufacturing plant visits at its discretion.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total tons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Company Name \_\_\_\_\_

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### COMPLIANCE SHEETS

12. Aluminum Sulfate - Liquid Alum		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B403-09 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification of compliance following AWWA B403-09 Section 6.3 (or latest revision if newer AWWA standard has been published).		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	F. Wayne Hill WRC	1,263,000 Gallons	
2.2	Yellow River WRF	300,000 Gallons	
2.3	Crooked Creek WRF	235,000 Gallons	
<b>3</b>	<b>Material Specifications</b>		
3.1	Meet all standards of AWWA B403-09 Section 4 (or latest revision if newer AWWA standard has been published) including physical requirements for liquid aluminum sulfate, chemical requirements, and limitations on impurities.		
3.2	Provide product within a pH range of 1.8 to 2.4 at 20 degrees C.		
3.3	Deliver product at a minimum of 100 degrees F.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per gallons of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis <b>after each order is placed</b> including aluminum content, pH, water-insoluble matter content, and water-soluble iron content.		
4.6	Provide a chart showing percentage of aluminum as Al or Al <sub>2</sub> O <sub>3</sub> for solutions of varying specific gravity readings <b>after each order is placed</b> .		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Sampling and testing in accordance with AWWA B403-09 (or latest revision if newer AWWA standard has been published).		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

<b>13A. Sodium Hypochlorite - 12.5% (Bulk Liquid)</b>		<b>Comply</b>	<b>Exception</b>
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Comply with AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification following AWWA B300-10 Section 4.4.2 (or latest revision if newer AWWA standard has been published), <b>upon request.</b>		
1.3	Meet NSF-60. <b>Submit proof of NSF certification with your bid. Failure to submit with bid may result in supplier being deemed non-responsive.</b>		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	F. Wayne Hill WRC	285,000 Gallons	
2.2	Yellow River WRF	90,000 Gallons	
2.3	Ivy Creek PS	20,000 Gallons	
2.4	Level Creek PS	30,000 Gallons	
2.5	Shoal Creek FP	400,000 Gallons	
2.6	Lanier FP	400,000 Gallons	
<b>3</b>	<b>Material Specifications</b>		
3.1	Meet the physical requirements of AWWA B300-10 Section 4.2.3 (or latest revision if newer AWWA standard has been published).		
3.2	Meet the chemical requirements of AWWA B300-10 Section 4.3.3 (or latest revision if newer AWWA standard has been published).		
3.3	Meet the impurities and product certification requirements of AWWA B300-10 Section 4.4 (or latest revision if newer AWWA standard has been published).		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in bulk by truck by manufacturer’s tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per gallon of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including insoluble matter by weight (percent), available chlorine (grams per liter), and total free alkali expressed as NaOH (percent by weight) <b>upon request.</b>		
4.6	At the Yellow River WRF location, delivery may be split into two locations on the plant site. No separate or additional payment will be made for split load deliveries.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Company Name \_\_\_\_\_



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**COMPLIANCE SHEETS**

13B. Sodium Hypochlorite - 12.5% (275-Gallon Totes of Liquid)		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. <b>Submit proof of NSF certification with bid. Failure to submit with bid may result in supplier being deemed non-responsive</b>		
1.3	Provide certification following AWWA B300-10 Section 4.4.2 (or latest revision if newer AWWA standard has been published), <b>upon request.</b>		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Crooked Creek WRF	35 Totes	
<b>3</b>	<b>Material Specifications</b>		
3.1	Meet the physical requirements of AWWA B300-10 Section 4.2.3 (or latest revision if newer AWWA standard has been published).		
3.2	Meet the chemical requirements of AWWA B300-10 Section 4.3.3 (or latest revision if newer AWWA standard has been published).		
3.3	Meet the impurities and product certification requirements of AWWA B300-10 Section 4.4 (or latest revision if newer AWWA standard has been published).		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship in 275-gallon totes by truck.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 275-gallon tote of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit analysis <b>after each order is placed</b> including insoluble matter by weight (percent), available chlorine (grams per liter), and total free alkali expressed as NaOH (percent by weight).		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for each 275-gallon tote of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

14A. Citric Acid Based Cleaner - Bulk Solution		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	None specified.	N/A	N/A
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	F. Wayne Hill WRC	119,000 Gallons, Tank Size (1) 14,000 Gallons	
2.2	Yellow River WRF	12,000 Gallons, Tank Size (1) 4,500 Gallons	
<b>3</b>	<b>Material Specifications</b>		
3.1	Provide liquid industrial inhibited citric acid based cleaner solution, clear color, pH 3.5-4.0, Specific Gravity 1.15-1.25.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in bulk.		
4.2	Order size is typically up to 4,500 gallons.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.5	Bid as U.S. dollars per gallon, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for gallons of product received at each location.		
5.2	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

14B. Citric Acid Based Cleaner (275-Gallon Totes of Solution)		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	None specified.	N/A	N/A
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	F. Wayne Hill WRC	10 Totes	
<b>3</b>	<b>Material Specifications</b>		
3.1	Provide liquid industrial inhibited citric acid based cleaner solution, clear color, pH 3.5-4.0, Specific Gravity 1.15-1.25.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in Intermediate Bulk Container (IBC) 275-gallon totes rated for this product.		
4.2	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.3	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.4	Bid as U.S. dollars per 275-gallon IBC tote, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for 275-gallon totes of product received at each location.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

15. Hydrochloric Acid– 32% (275-Gallon Totes)		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	Meet ASTM Standard E 1146 or latest revision if newer ASTM standard has been published.		
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	F. Wayne Hill WRC	12 Totes	
2.2	Yellow River WRF	6 Totes	
2.3	Crooked Creek WRF	4 Totes	
<b>3</b>	<b>Material Specifications</b>		
3.1	Deliver prepared liquid solution of 32% by weight Hydrochloric Acid.		
3.2	Total acidity as HCl percent by mass = 32%.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in 275-gallon totes.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 275-gallon totes, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis <b>after each order is placed</b> including percent HCl by mass.		
4.6	Used totes remain the property of the supplier. Pick up all empty totes at the delivery location. Include cost of pick-up & disposal in the unit price bid for product.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for units of 275-gallon totes received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Company Name \_\_\_\_\_

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### COMPLIANCE SHEETS

16. Oxalic Acid Solution (275-Gallon Totes)		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	None Specified	N/A	N/A
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	F. Wayne Hill WRC   4 Totes		
<b>3</b>	<b>Material Specifications</b>		
3.1	Provide oxalic acid aqueous solution with oxalic content of 10% (9.8% to 10.2%), Specific Gravity = 1.0475 – 1.0505		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in Intermediate Bulk Container (IBC) 275-gallon totes rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per 275-gallon IBC tote, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	Submit certified analysis <b>after each order is placed</b> including oxalic acid content.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for 275-gallon totes of product received at each location.		

17. Sodium Aluminate (330-Gallon Totes)		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	None Specified	N/A	N/A
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	Crooked Creek WRF   10 Totes		
<b>3</b>	<b>Material Specifications</b>		
3.1	Provide Sodium Aluminate 38% solution.		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in 330-gallon totes rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per 330-gallon tote, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	Submit certified analysis <b>after each order is placed</b> including oxalic acid content.		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for 330-gallon totes of product received at each location.		

Company Name \_\_\_\_\_

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**COMPLIANCE SHEETS**

18. Magnesium Chloride - 30% Solution		Comply	Exception
<b>1</b>	<b>Standards and Certifications</b>		
1.1	None specified.	N/A	N/A
<b>2</b>	<b>Delivery Locations and Projected Annual Quantities</b>		
2.1	F. Wayne Hill WRC	54,000 Gallons	
<b>3</b>	<b>Material Specifications</b>		
3.1	30% to 32% Magnesium Chloride Less than 0.40% Manganese Less than 0.65% Potassium Chloride Less than 0.70% Sodium Chloride Less than 0.10% Calcium Chloride Less than 0.50% Bromide Less than 10 mg/kg Iron Less than 0.1% Insoluble Material Specific Gravity: 1.29 +/- 0.02 pH (of 5% solution): 7.0 to 9.0 Bulk Density: 10.6 lb./gal to 10.9 lb./gal		
<b>4</b>	<b>Supplier Requirements</b>		
4.1	Ship by truck in bulk containers rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per gallon, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	<b>Submit certified analysis including MgCl<sub>2</sub> content with your bid. Failure to submit the certified analysis may result in your bid being deemed non-responsive.</b>		
<b>5</b>	<b>Testing, Verification &amp; Payment</b>		
5.1	Payment will be for gallons of product received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Company Name \_\_\_\_\_

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**BID SCHEDULE**

Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total	** Renewal Option 1	** Renewal Option 2
1	Liquid Sodium Hydroxide (Caustic Soda)	Bulk Solution	405,000 Gal	\$ /Gal	\$	%	%
2	Calcium Hypochlorite - Dry	Dry Product in 100 Pound Buckets	355 100 Lbs. Bucket	\$ /Bucket	\$	%	%
3	Chlorine - Liquid	Liquid in Standard DOT One Ton Containers	210 Ton	\$ /Ton	\$	%	%
4	Phosphate Corrosion Inhibitor	Bulk Solution	116,000 Gal	\$ /Gal	\$	%	%
5	Fluorosilicic Acid	Bulk Solution	103,000 Gal	\$ /Gal	\$	%	%
6	Liquid Calcium Hydroxide (Lime Slurry)	Bulk Slurry	74,000 100 Wet Lbs.	\$ /100 Wet Lbs.	\$	%	%
7	Liquid Ferric Sulfate	Solution in 275 Gallon Totes	120 275-Gal Tote	\$ /Tote	\$	%	%
8	Liquid Ferric Chloride - Bulk	Bulk Solution	40,000 Gal	\$ /Gal	\$	%	%
9	Liquid Oxygen – LOX	Bulk Liquid	1,230,000 100 Cubic Ft	\$ /100 Cubic ft	\$	%	%
9a	Non-Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16 Hr	\$ /Hr	\$	%	%
9b	Non-Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%
9c	Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16 Hr	\$ /Hr	\$	%	%

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

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**BID SCHEDULE**

Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total	** Renewal Option 1	** Renewal Option 2
9d	Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%
10	Liquid Nitrogen	Bulk Liquid	40,000 L	\$ /L	\$	%	%
10a	Non-Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16 Hr	\$ /Hr	\$	%	%
10b	Non-Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%
10c	Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16 Hr	\$ /Hr	\$	%	%
10e	Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%
10f	Parts, Material and Equipment, Percentage Charge Above Cost (Not to Exceed 15% of Actual Costs)		\$15,000	%	\$		
11	Calcium Oxide - Quicklime	Bulk Dry Product	1,600 Ton	\$ /Ton	\$	%	%
12	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,798,000 Gal	\$ /Gal	\$	%	%
13A	Sodium Hypochlorite - 12.5% ( <b>Bulk</b> Liquid)	Bulk Solution	1,225,000 Gal	\$ /Gal	\$	%	%
13B	Sodium Hypochlorite - 12.5% ( <b>Tote</b> Liquid)	Solution in 275-Gallon Totes	35 275-Gal Tote	\$ /Tote	\$	%	%

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

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**BID SCHEDULE**

Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total	** Renewal Option 1	** Renewal Option 2
14A	Citric Acid Based Cleaner - <b>Bulk</b>	Bulk Solution	131,000 Gal	\$ /Gal	\$	%	%
14B	Citric Acid Based Cleaner - <b>Tote</b>	Solution in 275-Gallon Totes	10 275-Gal Tote	\$ /Tote	\$	%	%
15	Hydrochloric Acid - 32%	Solution in 275-Gallon Totes	22 275-Gal Tote	\$ /Tote	\$	%	%
16	Oxalic Acid Solution - <b>Tote</b>	Solution in 275-Gallon Totes	4 275-Gal Tote	\$ /Tote	\$	%	%
17	Sodium Aluminate	Solution in 330-Gallon Totes	10 330-Gal Tote	\$ /Tote	\$	%	%
18	Magnesium Chloride	Bulk Solution	54,000 Gal	\$ /Gal	\$	%	%
<b>BID TOTAL</b>					<b>\$</b>		

**Note:**

\*\* If a percentage increase/decrease will be needed for the renewal period(s), note this in the space provided. **Please use (+) for increase and (-) for decrease.** Use a realistic percentage or percentage range based on market forecasting. Gwinnett County can only negotiate within the range indicated on the bid document. (Example, if a supplier indicates 3-15% and the market increases 20%, the supplier will only be allowed to increase up to 15%). If the increase will apply only to certain line items, please specify in the space provided.

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. **Contract to begin upon award or when the current contract expires per the table on page 3 of this invitation. Any renewal options exercised will be for twelve-month periods.**

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



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**BID SCHEDULE**

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

**Addendum No. Date**

\_\_\_\_\_  
\_\_\_\_\_

**Addendum No. Date**

\_\_\_\_\_  
\_\_\_\_\_

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

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

Certification Of Non-Collusion in Bid Preparation \_\_\_\_\_  
Signature Date

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

Legal Business Name \_\_\_\_\_ Gwinnett County Vendor Number \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

Telephone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

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

\_\_\_\_\_  
Telephone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

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

**REFERENCES**

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

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

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

Company Name \_\_\_\_\_



**Bid # & Description** BL116-24, Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

### CODE OF ETHICS AFFIDAVIT

**PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.**

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the vendor, its affiliates or its subcontractors:

1. \_\_\_\_\_  
Company Submitting Bid/Proposal

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

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

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

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

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

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

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

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**



**Solicitation Name & No.** BL116-24, Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

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

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**For Gwinnett County Use Only:**  
**Document ID #** \_\_\_\_\_  
**Issue Date:** \_\_\_\_\_  
**Initials:** \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
5. Environmental Liability Insurance- \$1,000,000
6. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
8. Certificate Holder should read:

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

## Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. 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.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. 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.
15. 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.**
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

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

**\*\*\*ATTENTION\*\*\***

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

1. FAILURE TO USE COUNTY FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

**I. PREPARATION OF SUBMITTAL**

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

**II. DELIVERY**

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

**III. EXPLANATION TO VENDORS**

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the



submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

#### **IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS**

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

#### **V. WITHDRAWAL DUE TO ERRORS**

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

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

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

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

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

#### **VI. TESTING AND INSPECTION**

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

#### **VII. F.O.B. POINT**

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

#### **VIII. PATENT INDEMNITY**

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

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

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

#### **X. DISCOUNTS**

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

#### **XI. AWARD**

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

#### **XII. DELIVERY FAILURES**

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

#### **XIII. COUNTY FURNISHED PROPERTY**

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

**XIV. REJECTION OF SUBMITTALS**

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

**XV. CONTRACT**

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

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

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

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

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

**XVI. NON-COLLUSION**

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

**XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so

terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. SUBSTITUTIONS**

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

**XXI. INELIGIBLE VENDORS**

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

**XXII. PENDING LITIGATION**

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

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

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

**XXV. AMERICANS WITH DISABILITIES ACT**

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

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

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

**XXVII. TAX LIABILITY**

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

**XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

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

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

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

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

**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

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

**XXXII. INDEMNIFICATION**

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

limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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

### **XXXIII. CODE OF ETHICS**

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

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

### **XXXIV. ELECTRONIC PAYMENT**

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

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

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

### **DIRECTIONS TO GJAC BUILDING FROM I-85**

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