



February 07, 2025

**INVITATION TO BID
BL014-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Heat Tracing and Insulation of Piping on an Annual Contract** with four (4) options to renew for the Department of Water Resources.

Bid Submittal Date and Location:

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. **Bids will be received until 2:50 P.M. local time on March 14, 2025**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Pre-Bid Conference Date and Time:

A pre-bid conference is scheduled for **10:00 A.M. on February 27, 2025**, at the Gwinnett County F. Wayne Hill Water Resources Center, 1500 One Water Way, Buford, Georgia 30519. All contractors are urged to attend.

Instruction on Submitting Questions:

Questions regarding bids should be directed to Jordan Mitchell, Purchasing Associate II, at Jordan.Mitchell@GwinnettCounty.com or by calling 770-822-5491, **no later than 3:00 P.M. on March 05, 2025**. Bids are legal and binding upon the bidder when submitted.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-7 or higher.

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

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

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

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

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

Jordan Mitchell
Purchasing Associate II

The following pages should be returned in duplicate as your bid: Fee Schedule, Pages 18-19
References, Page 20
Sub-Contractors List, Page 21
Contractor Affidavit and Agreement, Page 22
Code of Ethics, Page 23

GENERAL SPECIFICATIONS

The Gwinnett County Board of Commissioners is soliciting competitive pricing for Heat Tracing and Insulation of Piping at various Department of Water Resources facilities. The majority of the Department of Water Resources facilities are industrial in nature and utilize various sizes of piping. The Department of Water Resources facilities most likely to utilize the services of this contract include, but are not limited to:

WATER PLANTS

- | | |
|---|--|
| <ul style="list-style-type: none"> • Lanier Filter Plant • Shoal Creek Filter Plant | <p>2601 Buford Dam Road, Buford, GA
1755 Buford Dam Road, Buford, GA</p> |
|---|--|

WATER RECLAMATION FACILITIES

- | | |
|--|---|
| <ul style="list-style-type: none"> • Crooked Creek Water Reclamation Facility • Yellow River Water Reclamation Facility • F Wayne Hill Water Resources Center | <p>6557 Plant Drive, Norcross, GA
858 Tom Smith Road, Lilburn, GA
3320 Financial Center Way, Buford, GA</p> |
|--|---|

I. SCOPE OF SERVICES

A. General

Contractor shall furnish all insurance, transportation, materials, supplies, and disposal thereof, parts, test equipment, instrumentation, apparatus, services, tools, supervision, labor, engineering, technical knowledge, skills, and all things necessary to provide an Annual Contract for the heat tracing and insulation of piping. Work shall be performed on a time and materials basis as noted on the Bid Schedule.

Typical requests for services will begin with the authorized County personnel contacting the contractor with a general description of the required work. The contractor will schedule a time to visit the location and identify the detailed requirements of the work to prepare a proposed scope, schedule, and budget for providing the requested service. The awarded contractor shall submit their proposal to the County in the time frame requested by the County. Upon review and approval, the County will issue a purchase order for the proposed service.

In administration of the services under this agreement, DWR will be represented by a DWR Representative for each of the facilities served. The contractor shall designate a person, a Service Manager, to serve as a single contact for DWR to handle service and invoicing issues.

B. Technical Specifications

The technical specifications are for the services to be provided. Wherever a specific manufacturer is referenced it is for purposes of indicating the acceptable level of material to be used. Pre-approved equivalents may be used.

II. CONTRACTOR QUALIFICATIONS

A. Experience

Bidders should submit with their bid a description of their firm as it pertains to the services to be provided. The bidder should have experience installing heat tracing and insulation on piping within the last five (5) years. Documentation of experience in performing work of similar size and scope should be included on the attached references page.

B. Qualifications

1. The qualifications and experience of the contractor are critical to the County, which must have assurances that the selected contractor is a responsible organization capable of professionally implementing the services requested. The County also reserves the right to request additional information or make further investigations to determine the ability of the bidder to perform. The bidder's failure to provide the information requested herein, to complete the forms in full, or to provide

other information requested by the County, will be cause for the County to declare the bidder non-responsive. The County also reserves the right to reject any bidder if the evidence the bidder furnishes, or investigation of the bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations.

2. Contractor shall employ qualified electricians and technicians and should submit with bid a list of current employees who would be performing the work under this contract. The following information should be on the list; name of the employee, location of employee, and number of years related experience.
3. In order to determine if a Contractor is qualified, the Contractor will be required to furnish at least three (3) references which include a name, address and telephone number of customers whose facilities are comparable in size and scope of work. While the County will make every reasonable attempt to contact the references provided, it is the bidder's responsibility to make sure that the references are current, and all contact information is up to date.

III. GENERAL REQUIREMENTS

- A. COUNTY REQUIREMENTS: This invitation and resulting annual contract will provide for the normal requirements of Gwinnett County, and contracts will be used as primary sources for the services listed herein. Services will be ordered from time to time in such quantities as may be needed. As it is impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term regardless of quantity or dollar volume.
- B. OPERATING HOURS: Normal business hours shall be considered from 8:00 a.m. to 5:00 p.m., Monday through Friday except for the County's and the contractor's official holidays. Off-hours work will include all other times Monday through Friday, and all day on Saturday, Sunday, and official holidays. The contractor may be required to provide scheduled services during these periods when requested by the County. Labor hours during these timeframes or any other period outside of normal business hours will be considered overtime and compensated as such under the agreement. However, any anticipated overtime work must be pre-approved by DWR in advance, in writing, during the proposal process for specific work requests.
- C. Contractor shall be responsible for County components or parts while in their possession and shall make good any damage to such components or parts.
- D. Contractor shall conduct the work in such manner as to minimize disruption of Gwinnett County operations.
- E. OPTION TO AUDIT: Contractor will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested and may be audited by a designated County staff or firm. If such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.
- G. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and services of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.
- H. FAMILIARITY WITH WORK: Bidder acknowledges, by signing the bid documents, a full and complete understanding of the extent and nature of the work required and the conditions surrounding the performance.

- I. CONDITION, WORKMANSHIP AND INSPECTION: All equipment and/or materials furnished by the contractor will be new, equivalent to original manufacturer's standards, in first class conditions, including containers suitable for shipping and storage, unless otherwise directed by the County in writing. Verbal agreements with the County will not be recognized. All work done under this contract will be performed in a skillful and competent manner. The County reserves the right to require that the contractor remove any of their own employees, agents, or sub-contractors, whom the County deems incompetent or careless, from performing work on County equipment. The County reserves the right to inspect any work performed under this contract both at the job site and at the contractor's facilities. Any inspection by the County does not relieve the contractor from any responsibility regarding defects or other failures to meet the contract requirements.
- J. CORRECTION OF WORK: The contractor shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The contractor will bear all costs of correcting such rejected work.
- K. CONTRACTOR RESPONSIBILITY:
1. As may be required to perform the level of effort described in the task order, the contractor shall furnish all labor and facilities; fabricate, assemble, receive, inventory, verify, package, store, and ship material and equipment necessary for the performance of these efforts. The contractor shall acquire or procure those incidental material items necessary to complete tasking.
 2. The contractor is solely responsible for obeying the requirements of any statutes, laws, regulations, executive orders, consent standards, or codes governing the type of work performed.
 3. The contractor is solely responsible for the safety of its own employees while working on County-owned facilities and locations, and in confined spaces. The contractor shall comply with all regulations relating to federally mandated industrial safety, equipment tag out, and environmental control and shall perform atmospheric safety certification when work is required in unventilated (confined) spaces.
 4. The contractor shall be responsible for obtaining any permits and licenses that may be required by his personnel to support tasks performed under this contract, including any associated fees.
 5. The Contractor shall ensure that all Contractor personnel performing electrical and/or electronic work are CPR certified.
 6. The contractor shall ensure that all contractor personnel performing electrical and/or electronic work are properly regulated, trained, equipped, and certified.
 7. The contractor shall ensure that all contractor personnel performing electrical and/or electrical work are properly regulated, trained, and equipped under the current edition of NFPA 70E STANDARD for Electrical Safety in the Workplace.
- L. Gwinnett County reserves the right to purchase and furnish the contractor with supplies, materials, and any other items needed to begin and/or complete a project under this contract.
- M. Contractor shall be responsible for safety conditions during the contract period, including the placing of any needed barriers or signs.
- N. USUAL and CUSTOMARY RATES FOR SERVICE and REPAIR CONTRACTS: In maintenance, repair and service contracts where total costs are not fixed, but are based upon time and materials only; then, Gwinnett County reserves the right to verify that the contractor's prices and time to complete tasks are not in excess of usual and customary rates typically charged in the industry for the work requested. Should the County discover that the contractor is charging in excess of the usual and customary rates, then the County reserves the right to award such work outside the contract.

O. SECURITY AND BUILDING ACCESS

1. The contractor shall furnish DWR a list of all staff that will be working in said facilities. Prior to DWR authorizing any personnel to work inside secure facilities, DWR reserves the right to conduct employment, background, driving, and criminal history checks. The contractor must submit, if requested by DWR, the following documentation for each employee being considered for clearance:
 - a. A copy of the Department of Homeland Security I-9 Employment Eligibility Verification for the person for whom authorization is sought. This form shall be the form submitted by the employee at the start of his or her employment with the firm.
 - b. Copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form.
 - c. Instructions regarding Employment Eligibility Verification. (If applicable) a copy of an E-Verify Program form for the person for whom authorization is requested. This form must have the notation "Resolved/Authorized" in the Resolution Section. This requirement applies to employees hired since January 1, 2008.
 - d. A signed County Consent Form authorizing the County to run a criminal history and driver history check on the person for whom authorization is requested.
 2. If these materials are not provided in full, the contractor will be notified that the subject employee cannot be considered. If the review of information indicates fraudulent documents, criminal history, or any cases pending in the Gwinnett County Court system, the subject employee also will be rejected.
 3. For work on most of the facilities listed herein, it will be necessary for DWR to have personnel at the facility location to provide access to the contractor. Prior to the start of services, the DWR Representative will provide instructions and guidance on procedures for insuring accessibility and will insure that all pertinent contact information is provided to the contractor
- P. Compensation to the contractor for service request work will be based on the hourly labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid (but not to exceed 10% for parts and materials and 10% for rented equipment). The hourly labor rates on the Bid Schedule shall include all costs associated with transportation by service vans and trucks as well as all costs for hand tools, power tools, ladders, carts, testing equipment, and miscellaneous items and consumables. Hourly labor rates shall begin when the contractor's personnel reaches the service site and shall end when leaving the service site. Overtime rates may be charged for time outside of the "normal hours" specified in these documents and the bid. The County shall not be charged for labor hours associated with the provision of cost estimates and proposals, unless the County Representative has authorized such costs in writing.
- Q. Contractor shall provide a binding estimate for the requested work covered under this contract before beginning the work. This estimate shall detail labor costs by item number, labor rate; supplies, parts, and materials; and shall indicate estimated completion date and time for the project.
- R. Invoices shall include the authorizing Purchase Order number and the contract number. All labor costs must be tied to the rates bid in the Bid Schedule. A copy of the contractor's supply invoices for any part/material should be attached to the invoice when submitted for payment.
- S. Contractor shall be responsible for providing own toilet facilities and fresh drinking water at remote sites where such facilities are not available.
- T. Contractor may have limited use of 120-volt single phase, 208-volt 3-phase or 230-volt 3-phase electric power, and water taps, where available.

END SPECIFICATIONS

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**SECTION 40 05 33
PIPE HEAT TRACING**

PART 1 GENERAL

1.01 SCOPE

- A. The sections specify all work and materials associated with heat trace for piping systems.
- B. The Contractor shall perform all Work in strict accordance with manufacturer's published recommendations and instructions, and the standards referenced in this section, unless the designated County representative determines that approved deviations will be for the benefit of the project. The more stringent of all requirements shall apply unless otherwise directed by the designated County representative. Procuring any materials or implementing any procedures related to changes in the heat trace system requirements prior to receiving written approval is prohibited.
- C. All work shall be done in strict accordance with all relevant federal, state and local statutes regarding safety and environment.
- D. Where indicated test functionality of existing heat trace. In the field all heat trace cables shall be tested for insulation resistance. The reading obtained shall satisfy the minimum acceptable readings per IEEE standard 515-2011. Cables below minimum reading or non-functioning heat trace shall be removed and replace with system specified.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. The following is a list of standards which may be referenced in the documents. They are a part of this section as specified and modified and are considered to be required where applicable whether specifically called out or not. Where a referenced document contains references to other standards, those documents are deemed to be included as references under this section as if referenced directly. In the event of a conflict between the requirements of this section and those of the listed documents, the more stringent requirements shall prevail:
 - 1. Factory Mutual.
 - 2. Institute of Electrical and Electronics engineers, Inc (IEEE): 515, Testing, Design, Installation and Maintenance of Electrical Resistance Heat Tracing for Industrial Applications.
 - 3. National Electrical Manufacturers' Association (NEMA): 250, Enclosures for Electrical Equipment (1,000 Volts Maximum).
 - 4. Underwriters Laboratories, Inc. (UL).

1.03 SUBMITTALS

- A. Action Submittals:
 - 1. Test Report for existing heat trace cables.
 - 2. Manufacturer's descriptive literature.
 - 3. Plastic Pipe Installations: Output adjustment factors for heating tape for the services indicated.
 - 4. Pipe heat loss calculations for each pipe size to be heat traced.

PART 2 PRODUCTS

2.01 SYSTEM DESIGN REQUIREMENTS

- A. Design Heating Load:
 - 1. Heating load to be calculated based upon a 50 degrees F delta, 20 mph wind if pipes are located outdoors, insulation as specified in Section 40 42 13, Process Piping Insulation, and shall include a 10 percent safety factor.
 - 2. Heat loss calculations shall be based on IEEE 515, Equation 1, Page 19.

2.02 ELECTRICAL HEATING TAPE

- A. Cable: Self-limiting, parallel circuit construction consisting of continuous inner core of variable resistance conductive heating material between two parallel copper bus wires. Provide tinned copper braid for PVC, FRP, and stainless steel pipe applications.
- B. UL Listing: Listed as self-limiting pipe tracing material for pipe freeze protection application in ordinary conditions.
- C. Maximum Maintenance Temperature: 150 degrees F (65 degrees C).
- D. Maximum Intermittent Temperature: 185 degrees F (85 degrees C).
- E. Service Voltage: 120V amperes as indicated by branch circuits provided for heat tracing.
- F. Manufacturers and Products:
 - 1. Raychem; BTV-CR.
 - 2. Thermon; BSX.
 - 3. Nelson; CLT or LT.
 - 4. **Or approved equal**

2.03 CONNECTION SYSTEM

- A. Rating: NEMA 250, Type 4 and Factory Mutual approved.
- B. Operating Monitor Light:
 - 1. Furnish each heat trace power circuit power connection with an LED indicator light kit which illuminates to indicate electrical power is available to heat trace power connection point.
 - 2. Furnish LED light end kits to indicate each heat trace circuit is energized.
- C. Manufacturers and Products:
 - 1. Lighted Power Connection Kit:
 - a. *Raychem; JBS-100-L-A.*
 - b. *Thermon; DL or VIC-6H.*
 - c. *Nelson; PLT-BC.*
 - d. **Or approved equal.**
 - 2. Splice Kit:
 - a. *Raychem; S-150.*
 - b. *Thermon; PCS-1-SR.*
 - c. *Nelson; PLT-BS.*
 - d. **Or approved equal.**
 - 3. Tee Kit:
 - a. *Raychem; T-100.*
 - b. *Thermon; DS-S.*
 - c. *Nelson; PLT-BY.*
 - d. **Or approved equal.**

4. Lighted End Seal Kit:
 - a. *Raychem; E-100-L-A.*
 - b. *Thermon; DLS.*
 - c. *Nelson; HEL 100.*
 - d. **Or approved equal.**

2.04 SECURING TAPE

- A. Plastic Piping Systems:
 1. Type: Aluminum foil coated adhesive tape.
 2. Manufacturers and Products:
 - a. *Raychem; AT-180.*
 - b. *Thermon; AL-20L.*
 - c. *Nelson; AT-50.*
 - d. **Or approved equal.**
- B. Metallic Piping Systems:
 1. Type: Glass or polyester cloth pressure sensitive tape.
 2. Manufacturers and Products:
 - a. *Raychem; GS54 or GT66.*
 - b. *Thermon; FT-1L.*
 - c. *Nelson; GT-6 or GT-60.*
 - d. **Or approved equal.**

2.05 PIPE MOUNTED THERMOSTAT

- A. Type: Fixed, nonadjustable, set at 40 degrees F.
- B. Sensor: Fluid-filled with 3-foot capillary.
- C. Enclosure: Glass-filled nylon, NEMA 250, Type 4X weatherproof with gasketed lid.
- D. Switch: SP-ST, UL listed, rated 22 amps, 120 to 240V ac.
- E. Manufacturers and Products:
 1. *Raychem; nVent Model AMC-F5.*
 2. *Thermon; E4X-1.*
 3. *Raychem; nVent Model E507S-LS for hazardous areas.*
 4. *Thermon; E7-25325 for hazardous areas.*
 5. **Or approved equal.**

2.06 AMBIENT THERMOSTAT

- A. Type: Adjustable setting (15 to 140 degrees F).
- B. Sensor: Fluid-filled probe.
- C. Enclosure: Epoxy-coated NEMA 250, Type 4X aluminum enclosure with exposed hardware of stainless steel.
- D. Switch: SP-DT, UL or FM listed, rated 22 amps, 125 to 250V ac.
- E. Manufacturers and Products:
 1. *Raychem; nVent Model AMC-1A.*
 2. *Thermon; B4X-15140.*
 3. *Raychem; nVent Model AMC-1H for hazardous areas.*
 4. *Thermon; B7-15140 for hazardous areas.*
 5. **Or approved equal.**

PART 3 EXECUTION**3.01 INSTALLATION****A. General:**

1. Install in accordance with the manufacturer's instructions and recommended practices.
2. Provide insulation as specified in Section 40 42 13, Process Piping Insulation, over all pipe heat tracing.
3. Ground metallic structures or materials used for support of heating cable or on which it is installed in accordance with applicable codes.
4. Wiring between power connection points of heat tracing cable branch lines shall be provided by heat tracing system supplier.
5. Provide end of circuit pilot lights on heat tracing circuits.

B. Electrical Heating Tape:

1. Determine required length of electrical heating tape by considering length of circuit, number and type of fittings and fixtures, design heating load, and heating tape output.
2. Where design heating load exceeds heating tape capacity, install by spiraling.
3. Derate heating tape capacity when installed on plastic piping.
4. Install additional heating tape at bolted flanges, valves, pipe supports, and other fittings and fixtures as recommended by supplier, but not less than the following:

Item	Heating Tape Length (min. feet)
Bolted flanges (per pair)	Two times pipe diameter
Valves	Four times valve length
Pipe hanger or support penetrating insulation	Three times pipe diameter

C. Heat Tracing Circuits: Limit individual lengths of heat tracing circuits such that maximum single circuit capacity is 20 amps when starting the circuit at 40 degrees F.

D. Thermostats:

1. Install in accordance with manufacturer's instructions and as approved by designated County representative.
2. For each group of heat traced circuit, install one ambient thermostat.

3.02 FIELD QUALITY CONTROL

A. Test each circuit with 500-volt insulation tester between circuit and ground with neutrals isolated from ground.

1. Insulation Resistance: Minimum 1,000 megohms per 1,000 feet.

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**SECTION 40 42 13
PROCESS PIPING INSULATION**

PART 1 GENERAL

1.01 SCOPE

- A. The sections specify all work and materials associated with process piping insulation.
- B. The Contractor shall perform all Work in strict accordance with manufacturer's published recommendations and instructions, and the standards referenced in this section, unless the designated County representative determines that approved deviations will be for the benefit of the Project. The more stringent of all requirements shall apply unless otherwise directed by the designated County representative. Procuring any materials or implementing any procedures related to changes in the process piping insulation system requirements prior to receiving written approval is prohibited.
- C. All work shall be done in strict accordance with all relevant federal, state and local statutes regarding safety and environment.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. The following is a list of standards which may be referenced in this section:
 - 1. American Society of Heating, Refrigerating and Air Conditioning Engineers Inc. (ASHRAE): 90.1, Energy Standard for Buildings Except Low-Rise Residential Buildings.
 - 2. ASTM International (ASTM):
 - a. *B209, Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.*
 - b. *C165, Standard Test Method for Measuring Compressive Properties of Thermal Insulations.*
 - c. *C177, Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.*
 - d. *C518, Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.*
 - e. *C534/C534M, Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.*
 - f. *C547, Standard Specification for Mineral Fiber Pipe Insulation.*
 - g. *C552, Standard Specification for Cellular Glass Thermal Insulation.*
 - h. *C585, Standard Practice for Inner and Outer Diameters of Thermal Insulation for Nominal Sizes of Pipe and Tubing.*
 - i. *C1136, Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.*
 - j. *C1729, Standard Specification for Aluminum Jacketing for Insulation.*
 - k. *E84, Standard Test Method for Surface Burning Characteristics of Building Materials.*
 - l. *E96/E96M, Standard Test Methods for Water Vapor Transmission of Materials.*
 - 3. International Code Council (ICC): International Energy Conservation Code (IECC).
 - 4. Underwriters Laboratories Inc. (UL).

1.03 SUBMITTALS

- A. Action Submittals: Manufacturer's descriptive and technical literature.
- B. Informational Submittals: Maintenance information.

PART 2 PRODUCTS

2.01 PIPE AND FITTING INSULATION

- A. Type 1—Elastomeric:
1. Material: Flexible elastomeric pipe insulation, closed-cell structure in accordance with ASTM C534/C534M.
 2. Temperature Rating: Minus 297 degrees F to 220 degrees F.
 3. Nominal Density: 3 pcf to 6 pcf.
 4. Conductivity in accordance with ASHRAE 90.1 and maximum numerical value of 0.25 Btu-in./hr-square foot degrees F at 75 degrees F per ASTM C177 or ASTM C518.
 5. Maximum water vapor transmission of 0.06 perm-inch per ASTM E96/E96M, Procedure A.
 6. Joints: Manufacturer's adhesive.
 7. Flame Spread Rating: Less than 25 per ASTM E84.
 8. Smoke Developed Index: Less than 50 per ASTM E84.
 9. Manufacturers and Products:
 - a. *Nomaco; K-Flex.*
 - b. *Armacell; AP Armaflex.*
 - c. **Or approved equal.**
- B. Type 2—Fiberglass:
1. Material: UL rated, preformed, sectional bonded fiberglass per ASTM C585 with factory applied, Kraft paper with aluminum foil vapor barrier jacket with pressure-sensitive, self-sealing lap.
 2. Insulation Temperature Rating: Zero to 850 degrees F.
 3. Conductivity in accordance with ASHRAE 90.1 and maximum numerical value of 0.23 Btu-in./hr-square foot degrees F at 75 degrees F.
 4. Jacketing per ASTM C1136 with minimum water vapor transmission for jacket of 0.02 perm-inch per ASTM E96/E96M. Furnish with no jacket if field finish system specified.
 5. Joints: Matching pressure-sensitive butt strips for sealing circumferential joints.
 6. Flame Spread Rating: Less than 25 per ASTM E84.
 7. Smoke Developed Index: Less than 50 per ASTM E84.
 8. Manufacturers and Products:
 - a. *Owens Corning Fiberglass; ASJ/SSL-11.*
 - b. *John Manville; Micro-Lok with Jacket.*
 - c. **Or approved equal.**
- C. Type 3—Foamglass:
1. Material: Cellular glass per ASTM C552.
 2. Nominal Density: 7.5 pcf.
 3. Compressive Strength: 90 psi per ASTM C165.
 4. Temperature Rating: Minus 450 degrees F to 900 degrees F.
 5. Conductivity in accordance with ASHRAE 90.1 and maximum numerical value of 0.29 Btu-in./hr-square foot degrees F.
 6. Minimum water vapor transmission for insulation of 0.00 perm-inch per ASTM E96/E96M.
 7. Joints: Matching pressure-sensitive butt strips for sealing circumferential joints.
 8. Flame Spread Rating: 0 per ASTM E84.
 9. Smoke Developed Index: 0 per ASTM E84.
 10. Follow manufacturer's recommendation, based upon temperature of piping to be

insulated.

- a. *Manufacturer and Product: Pittsburgh Corning; Foamglas One Or approved equal.*

2.02 ROOF DRAIN AND OVERFLOW DRAIN SUMP INSULATION

- A. Type 1: 1-inch thick.

2.03 INSULATION AT PIPE HANGERS AND SUPPORTS

- A. Copper, Ductile Iron, and Nonmetallic Pipe: High-density insert, thickness equal to adjoining insulation of Type 3 or other rigid insulation or manufactured pre-insulated pipe hanger and insulation shield. Extend insert beyond shield.
- B. Steel Pipe: Insulation saddle or high-density insert, thickness equal to adjoining insulation of Type 3 or other rigid insulation or manufactured pre-insulated pipe hanger and insulation shield at support location. Extend insert beyond shield.

2.04 INSULATION FINISH SYSTEMS

A. Type F1—PVC:

1. Polyvinyl chloride (PVC) jacketing, minimum 20 mils indoors and 30 mils outdoors, for straight run piping and fitting locations, temperatures to 140 degrees F.
2. Color: PVC jacketing shall be color coded to match colors listed in pipe schedule where suitable matching colors are available. If no suitable colors are available jacketing shall be white.
3. Flame Spread Rating: 25 per ASTM E84.
4. Smoke Developed Index: 50 per ASTM E84.
5. Manufacturers and Products:
 - a. *Knauf Insulation; Proto 1000.*
 - b. *Johns Manville; Zeston 2000 or 300.*
 - c. *Speedline; 25/50 Smoke-Safe.*
 - d. *Or approved equal.*
6. Suitable for indoor areas and areas where chemicals are present.

B. Type F2—Paint:

1. Type 1 Insulation: Acrylic latex paint, white, and suitable for outdoor use.
 - a. *Manufacturer and Product: Armacell; WB Armaflex finish **or approved equal.***
2. Type 2 Insulation: In accordance with coatings specification.
3. Applied to Type 1 Installation material.

C. Type F3—Aluminum:

1. Aluminum Roll Jacketing: For straight run piping, wrought aluminum Alloy 3003, 5005, 1100, or 3105 to ASTM B209 with H-14 temper, in accordance with ASTM C1729, minimum 0.016-inch thickness, with smooth mill finish.
2. Vapor Barrier: Provide factory applied vapor barrier, heat and pressure bonded to inner surface of aluminum jacketing.
3. Fitting Covers: Material as for aluminum roll jacketing, premolded, one or two piece covers, which includes elbows, tee/valves, end caps, mechanical line couplings, and specialty fittings.
4. Manufacturers:
 - a. *RPR Products; Insul-Mate.*
 - b. *ITW, Pabco-Childers.*
 - c. ***Or approved equal.***

Suitable for indoors and outdoors and heavily trafficked areas. Not suitable for areas where caustic is present.

- D. Type F4—Foamglass Jacketing:
1. Type 3 Insulation—Buried and Up to 1 Foot Above Grade: 70-mil bituminous resin with woven, glass fabric, aluminum foil layer, and plastic film coating, self-sealing manual pressure seals; Pittsburgh Corning Pittwrap SS.
 2. Type 3 Insulation—Greater than 1 Foot Above Grade: 30-mil modified bituminous membrane with self-sealing manual pressure seals; Pittsburgh Corning Pittwrap CW30.
 3. Where UV protection is required, Type F3 shall be used.

PART 3 EXECUTION

3.01 APPLICATION

A. General:

1. Insulate valve bodies, flanges, and pipe couplings.
2. Insulate and vapor seal hangers, supports, anchors, and other piping appurtenances that are secured directly to cold surfaces.
3. Do not insulate flexible pipe couplings and expansion joints.
4. Service and Insulation Thickness: Refer to Supplement Service and Insulation Thickness table following "End of Section".

3.02 INSTALLATION

A. General:

1. Install in accordance with manufacturer's instructions and as specified herein.
2. Install after piping system has been pressure tested and leaks corrected.
3. Install over clean dry surfaces.
4. Use insulating cements, lagging adhesives, and weatherproof mastics recommended by insulation manufacturer.
5. Do not allow insulation to cover nameplates or code inspection stamps.
6. Run insulation or insulation inserts continuously through pipe hangers and supports, wall openings, ceiling openings, and pipe sleeves, unless otherwise shown.
7. Install removable insulation sections on devices that require access for maintenance of equipment or removal, such as unions and strainer end plates.
8. Personnel Protection: Install on pipes from floor to 8 feet high. Install on pipes within 4 feet of platforms and to 8 feet high above platforms.

B. Connection to Existing Piping: Cut back existing insulation to remove portion damaged by piping revisions. Install new insulation.

C. Cold Surfaces: Provide continuous vapor seal on insulation on cold surfaces where vapor barrier jackets are used.

D. Placement:

1. Insulate valves and fittings with sleeved or cut pieces of same material.
2. Seal and tape joints.

E. Heat Traced Piping: Apply insulation after heat-tracing work is completed, inspected and tested.

F. Roof Drains: Insulate vertical drops from roof drains to horizontal pipe, exposed and concealed horizontal piping, and 2 feet down on vertical risers from horizontal pipe or

G. Roof Drains and Overflow Drains: Insulate entire pipe runs. Where roof and overflow drains exist through an exterior wall ensure annular space between pipes and walls are properly sealed prior to insulating.

H. Roof Drain and Overflow Drain Sumps: Insulate entire sumps.

I. Vapor Barrier:

1. Provide continuous vapor barrier at joints between rigid insulation and pipe insulation.
2. Install vapor barrier jackets with pipe hangers and supports outside jacket.
3. Do not use staples and screws to secure vapor sealed system components.

J. Aluminum Jacket:

1. Use continuous friction type joint to hold jacket in place, providing positive weatherproof seal over entire length of jacket.
2. Secure circumferential joints with preformed snap straps containing weatherproof sealant.
3. On exterior piping, apply coating over insulation and vapor barrier to prevent damage when aluminum fitting covers are installed.
4. Do not use screws or rivets to fasten fitting covers.
5. Install removable prefabricated aluminum covers on exterior flanges and unions.
6. Caulk and seal exterior joints to make watertight.

3.03 FIELD FINISHING

- A. Apply coating of insulating cement where needed to obtain smooth and continuous appearance.
- B. Where pipe labels or banding are specified, apply to finished insulation, not to pipe.
- C. Painting Piping Insulation (Exposed to View):
 1. Aluminum or color coded PVC jacketing does not require painting.
 2. If insulated piping system is indicated to be painted refer to Painting and Coating specification.

3.04 SUPPLEMENTS

- A. The supplement listed below, following "End of Section," is a part of this specification:
 1. Service and Insulation Thickness Table.

END OF SECTION

Service and Insulation Thickness Table							
Service Type	Thickness	Fluid Temperature (degrees F)	Insulation	Finish Systems			
				Concealed from View	Indoors Exposed	Outdoors	Buried
Piping requiring heat tracing.	Pipe Size: Insulation Thickness Inches: 1/4-3: 1 3.5-10: 1.5 12-16: 2 18-24: 2.5	Varies	Type 2 Insulate and heat trace outside lines 1' above grade. Use Type 3 insulation from 1' above grade to frost depth.	None	F3 if pipe below 8' from grade F2 if pipe above 8' from grade	F3	F4 on Type 3

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

BID SCHEDULE

Item #	Description	Estimated Annual Quantity	Hourly Rate	Total Hourly Cost
1	Electrician Supervisor (Regular Hours)	150 hours	\$	\$
2	Electrician Supervisor (Overtime Hours)	20 hours	\$	\$
3	Electrician (Regular Hours)	200 hours	\$	\$
4	Electrician (Overtime Hours)	20 hours	\$	\$
5	Insulation Supervisor (Regular Hours)	150 hours	\$	\$
6	Insulation Supervisor (Overtime Hours)	20 hours	\$	\$
7	Insulation Mechanic (Regular Hours)	250 hours	\$	\$
8	Insulation Mechanic (Overtime Hours)	20 hours	\$	\$
9	Insulation Laborer (Regular Hours)	200 hours	\$	\$
10	Insulation Laborer (Overtime Hours)	20 hours	\$	\$
Item #	Description	Estimated Annual Quantity (A)	Percent Mark-Up (B)	Total Price (A * B) + A
11	State percentage of mark up above cost for parts (not to exceed 10%)	\$20,000.00	%	\$
12	State percentage of mark up above cost for rental equipment (not to exceed 10%)	\$15,000.00	%	\$
TOTAL				\$

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 April 22, 2025 or upon award.

Company Name: _____

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

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

Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

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 _____

Address _____

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

Representative Signature _____ Printed Name _____

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 _____

**GWINNETT COUNTY, GEORGIA
LIST OF SUBCONTRACTORS**

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

NAME AND ADDRESS	TYPE OF WORK

Company Name _____



**Solicitation Name & No. BL014-25, Provision of Heat Tracing and Insulation of Piping 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 Contract

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

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



Bid # & Description BL014-25, Provision of Heat Tracing and Insulation of Piping on an Annual Contract

CODE OF ETHICS AFFIDAVIT

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

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

1. _____
Company Submitting Bid/Proposal

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

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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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



GWINNETT COUNTY FINANCIAL SERVICES | RISK MANAGEMENT
VENDOR INSURANCE REQUIREMENTS

Insurance:

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

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

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

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

Automobile Liability to include:

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

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

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

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

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

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

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

Contract Sums:

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

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

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

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

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

Property Insurance:

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

Riggers Liability Insurance:

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

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

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

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

- Such policy shall include contractual liability covering all owned and non-owned aircraft
 - If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
 - The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.
- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.
- C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
- D. Certificate Holder should read:
 Gwinnett County Board of Commissioners
 75 Langley Drive
 Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-7 or better.

- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non- admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non- resident.
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.
- H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is primary over any insurance program carried by the County.
- J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier and shall require each and every subcontractor of any tier to comply with all such requirements. The Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as a to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for the County.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- N. The Contractor shall make available to the County, through its records or the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

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

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

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

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

I. PREPARATION OF SUBMITTAL

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

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given

to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

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

- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or

unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

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

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

X. DISCOUNTS

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

XI. AWARD

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

- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall

follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

itemize each element of performance.

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals

to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

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

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

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

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal

Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

acts, or other employee benefit acts.

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

XXXIII. CODE OF ETHICS

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

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

XXXIV. ELECTRONIC PAYMENT

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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

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

BL014-25

Buyer Initials: JM

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE