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**gwinnettcounty**

**July 05, 2018**

**INVITATION TO BID  
BL069-18**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Swimming Pool Maintenance and Repair on an Annual Contract with Three Options to Renew** for the Department of Community Services.

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 **July 30, 2018** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding bids should be directed to Dana Garland, CPPB at [dana.garland@gwinnettcounty.com](mailto:dana.garland@gwinnettcounty.com) or by calling 770-822-8723, no later than **July 20, 2018**. 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-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Susan Canon, 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 contractors 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 bidder(s) at its discretion.

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

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

***Dana Garland***

Dana Garland, CPPB  
Purchasing Associate III

The following pages should be returned in **duplicate** as your bid: **Bid Schedule, pages 19 & 20**  
**References, page 21 & 22**  
**General Information, page 23**  
**Contractor Affidavit & Agreement, page 24**  
**Ethics Affidavit, page 25**



## **Aquatic Facility Pool Maintenance and Repair Services**

### **I. Scope of Work**

Gwinnett County is seeking a qualified contractor to perform pool maintenance, improvements, equipment replacement and repair services on an annual contract for its seasonal and year-round aquatic facilities. Pool maintenance shall include: monthly, semi-annual, annual preventive maintenance and inspections, and opening and closing seasonal pools. Repair services shall include, but not be limited to: repair or replacement of pool filtration equipment, drain/waste & fill lines, tile, caulk, concrete pool deck, minor plumbing, gutter system elements, motors, pumps, play structures, water slides, chlorinators, UV systems, automatic chemical control feed systems, Americans with Disabilities Act (hereinafter referred to as ADA) and Virginia Graham Baker Act (hereinafter referred to as VGB) equipment/products. Electrical, plumbing, and structural repairs, replacement, and improvements may be necessary.

### **II. General Requirements**

- A. It is understood that the bidder shall provide basic equipment to perform the type of work detailed above and the County will not be invoiced for the contractor's purchase of basic equipment. Basic equipment includes, but not limited to the following: vehicles, water hoses, electrical extension cords, pressure gauges and meters, ladders, mops, pressure washer and attachments, fans, temporary work lighting, small submersible pumps, hand tools, shovels, pool cleaning vacuums, poles, nets & brushes, and other similar type equipment.
- B. Gwinnett County will reimburse equipment rentals at cost only, no markup allowed. All equipment rentals require pre-approval by County staff.
- C. Contractor shall provide Gwinnett County representative with detailed documentation of all services performed including inspections, preventive maintenance, repairs etc. Call back and repair service tickets must identify the reported problem and corrective action taken. All service tickets must be signed by a County representative with a duplicate copy left on site for the permanent record (seasonal work tickets should be sent to aquatic manager via e-mail).
- D. Contractor shall adequately protect County property and take necessary precaution during the work process to protect all persons/property from damage or loss. Any damage done to a facility or any landscape feature as a result of the contractor or his subcontractors will be the responsibility of the contractor to repair in a timely manner as required by the owner without additional cost to Gwinnett County.
- E. Contractor shall take necessary precautions for the safety of employees and shall comply with all applicable provisions of Federal, State and local safety laws to prevent accident and injury to persons on, about or adjacent to the premises where work is being performed.
- F. While no minimum staffing is required for this contract, the number of personnel employed by the contractor with their qualifications shall be listed to show sufficient labor to manage this contract in its entirety.
- G. Gwinnett County's normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor will be required, with mutual agreement, to perform different hourly shift work at the regular hourly rate as stated on the bid schedule. This would typically be required for weekends and nights if necessary to meet a deadline or to eliminate a pool shutdown. Extended access may be scheduled through the Aquatic Manager or Aquatic Coordinator. Holiday work will always be paid at twice the regular hourly rate. Unscheduled and emergency repairs after hours and on weekends will be paid at the overtime rate on the bid schedule.

- H. While conducting work at the various facilities, the contractor shall be responsible for making sure that all associated gates and entrances are closed during the performance of their work to assure that members of the public do not enter the facility through these access points.
- I. Gwinnett County reserves the right to add and delete facilities/equipment as needed. When adding facilities, the successful service provider will be given the opportunity to submit pricing for preventive maintenance in line with other similar seasonal or year-round facilities.
- J. Pool heaters and dehumidification systems are not included in this contract.
- K. County staff shall be responsible for maintaining pool chemistry during operating season.
- L. The Virginia Graeme Baker (VGB) Pool & Spa Safety Act establishes federal guidelines with periodic revisions in regards to preventing entrapment with swimming pool drains. Gwinnett County is currently in compliance with these requirements and may use this contract to remain in compliance. If a current product needs to be replaced, it shall be noted on the monthly inspection report. Whenever VGB products are replaced, product specifications and pictures of the installed product are to be supplied to the County representative.
- M. Invoicing
1. All invoices must reference the Purchase Order number, the date(s) and location where service was performed. Invoices should be submitted within two weeks after completed work. Preventive maintenance invoices are to be submitted on a **monthly** basis. Repair invoices must be itemized with a breakdown by: number of hours of labor, regular or after-hours, identifying the names of the aquatic service professional, technicians, and/or laborers performing the work. Parts must be listed separately and clearly identified.
  2. Repair parts are to be charged at the stated percentage of mark-up over contractor's cost. All of Contractor's supply invoices are subject to audit to verify cost and markup. A copy of the Contractor's supply invoices must be attached to the invoice when submitted for payment.
  3. Work directly sub-contracted, that the contractor is not able to perform himself shall be invoiced as lump sum and the contractor shall only include his direct costs for coordinating the work. This shall not be invoiced as a cost plus mark-up item.
  4. The contractor should use the correct labor categories and rates appropriate for the work task being performed. Example: The County will not approve a Service Professional rate for sweeping or pressure washing.
- N. Qualifications
1. Aquatic Service Professional
    - a. Advanced level technical service repair, education, and experienced professional.
    - b. Knowledgeable of applicable federal, state and local requirements and regulations in all aspects of commercial pool operation, repair, and maintenance.
    - c. Having and maintaining a current National Swimming Pool Foundation (NSPF) Certified Pool Operator certification and/or an Association of Pool & Spa Professionals (APSP) Aquatic Facility Operator certification.
    - d. Knowledge, experience, skill, and specialized training with commercial pool equipment and materials.
    - e. Manufacturer's training and certifications for repair, replacement, and installation by the manufacturer of equipment.
    - f. Ability to interpret technical specifications, value engineering practices, drawings, or instructions and implement successfully.
    - g. Ability to produce technical written or oral description of condition or disrepair of equipment for the purpose of correction, repairs, replacement, and or warranty purposes.
    - h. Demonstrated and verifiable experience within the last five years (2013–2018) in

commercial pool construction, maintenance and repair industry in the Southeastern United States; including, but not limited to the following: chemical feed and control, disinfection, water circulation, chemical testing and balance, health department regulations, filtration systems, pumps and pump motors, VGB regulations, troubleshooting, piping and plumbing, etc.

2. Aquatic Service Technician

- a. Ability, knowledge, and experience to perform routine maintenance tasks while working directly under the supervision of an Aquatic Service Professional.
- b. Ability to assess and repair small tile and plaster failures, clean pools surfaces and play equipment, repair, replace and or install play equipment parts, empty and fill pool in preparation of public use, and possess a practical knowledge of plumbing.
- c. Having and maintaining a current National Swimming Pool Foundation (NSPF) Certified Pool Operator certification and or an Association of Pool & Spa Professionals (APSP) Aquatic Facility Operator certification or other nationally recognized certification equivalent.
- d. Demonstrated and verifiable experience within the last five years (2013–2018) in the commercial pool construction, maintenance and repair industry. Must be able to relay critical information to others as necessary.

3. Maintenance / Laborer

- a. Ability to perform routine maintenance tasks and associated physical labor.
- b. No advanced knowledge or certifications are needed for this classification.
- c. Must be able to understand and carry out instructions from others, and follow manufacturer’s instructions. Install material and operate tools and equipment properly and safely.
- d. Must be able to relay critical information to others as necessary.

O. Cleaning

1. **Waste Materials:** The contractor shall handle hazardous waste and materials including disposal of in accordance with applicable local, state, and federal regulations. The contractor shall prevent accumulation of wastes which create hazardous conditions. Contractor shall provide adequate ventilation during the use of volatile substances, store volatile wastes in covered metal containers and remove from the work site daily. As quickly as possible, clean up materials which are accidentally spilled.
2. **Surplus Materials:** Unless otherwise requested or directed, contractor shall legally dispose of off-site all surplus materials and equipment from demolition. The County representative may request “attic stock” of surplus materials.
3. At all times contractor shall maintain the site in a neat and orderly condition which meets approval of the County representative.
4. Contractor should use only cleaning materials, methods and equipment compatible with the surface, equipment, etc. being cleaned, as recommended by the manufacturer of the material, equipment, or surface or as approved by the County Representative.
5. Prior to the completion of work, Contractor shall remove all tools, safety barricades, surplus materials, equipment, scrap, debris, waste, and any other evidence of construction.
6. **Conduct final cleaning.** Unless otherwise directed by County representative, sweep, hose down, pressure wash, broom, etc. all paved areas on the site and all public sidewalks directly adjacent to the site. Visually inspect all exterior and interior surfaces and remove all traces of soil, waste material, splashed material, smudges, and other foreign matter. In the event of stubborn stains not removable with water, the County representative may require light sandblasting, pressure washing, or other cleaning at no additional cost to the County. Repair, patch, and touch-up marred surfaces to match adjacent finishes. Replace materials which cannot be repaired or patched. Polish all surfaces requiring the routine application of buffed polish.

7. Fill and balance pool with treatment of water for public swimming use per local, State and Federal requirements.

P. Warranties

1. New and repair work labor shall be warrantied for two years from time of acceptance.
2. Materials, products, parts, equipment, etc. shall be warrantied per the manufacturers' limitations. If failures of such items occur, it is the responsibility of the contractor to provide supporting documentation acceptable to the County representative detailing the failure is not labor/Contractor related. It is the responsibility of the Contractor to coordinate with such manufacturers on the County's behalf to correct and remedy the failure.
3. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products.
4. When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
5. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the County. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the County has benefited from use of the Work through a portion of its anticipated useful service life.
6. Expressed warranties made to the County are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the County can enforce such other duties, obligations, rights, or remedies.
7. Manufacturer's warranty shall bear Gwinnett County's name and be provided to the County representative at time of work completion.

**III. Preventive Maintenance Requirements for Aquatic Facilities**

The following preventative maintenance tasks shall be performed as a minimum. The selected vendor shall follow the manufacturer's recommended preventive maintenance schedule whenever possible.

For the purpose of clarification, routine inspections and preventive maintenance items are to be carried out on a monthly basis at year round facilities, and during the months of April through August at each seasonal facility.

All preventive maintenance services shall be scheduled with the coordinator of each pool site.

A. Monthly

1. Check in with County representative and ask about equipment complaints.
2. Inspect pump room equipment. Check acid feed systems, pumps, booster pumps, filters, and motors for proper working order.
3. Lubricate pumps and motors as necessary.
4. Check all gauges and flow meters for proper operation.

5. Check filters for leaks.
6. Check all automatic water pool fills for proper operation.
7. Check all UV systems for proper operation.
8. Check all starting block and anchoring standards for soundness.
9. Check all pool lights for proper operation.
10. Check all ADA handicap lifts for proper operation.

**B. Semi-Annually**

1. Check all water play structures and features for structural soundness and proper operation.
2. Check all water slides and slide towers for structural and operational soundness. See Section V. Waterslide Inspections.
3. Wash clean and wax all water slide flumes, interior and exterior. See Section VI, Waterslide Interior and Exterior Cleaning and Buffing. This is to be performed once prior to Memorial Day and once following Labor Day at the seasonal pools and also at the Bogan and Bethesda year round pools.

**C. Annually**

1. Check all automatic chemical feed systems. Clean or replace probes as necessary.
2. Replace all UV bulbs and wiper kits (quartz sleeves every 2 years).
3. Check pipes for cracks and all pipe support brackets for secureness and acceptable condition.
4. Check all pump strainer baskets, lids, gaskets, and handles for structural integrity.
5. Check all pool skimmers for proper operation, parts, and VGB compliance.
6. Check all pool drains and returns for secureness, damage, and VGB compliance.
7. Check all lifeguard stands for soundness.
8. Check all acid pumps and tubing for proper operation.
9. Schedule, attend, and pass Pre-summer Facility Inspections with Gwinnett County Environmental Health as required by the Health Department.
10. Check all sacrificial anodes on play structures and water features for wear and replace or install as needed.
11. Re-caulk the waterslide joint seams using Sikaflex 291 or approved equal. Remove all old caulk sealant before adding new to ensure that caulk has plenty of space to fill and is secure in the joint/seam. Finish new caulk, carefully tool to provide an attractive finish and a smooth transition across the joint/seams
12. Check all VGB products for continued compliance and any product recalls.

**IV. Seasonal Pools Opening and Closing**

- A. Close and winterize pools. Schedule with Gwinnett County representative to close and winterize pools, weather depending, within two weeks after Labor Day.
1. Install pool covers. If pool covers are damaged by contractor during installation, the contractor will be responsible for replacement cost or needed repairs
  2. Remove and store on site all ladders, handrails, ADA lifts, lifeguard chairs and deck equipment.
  3. Inspect all pumps, motors and equipment.
- B. Open pools. Schedule with Gwinnett County representative to open seasonal pools two months prior to Memorial Day weekend.
1. Remove pool covers.
  2. Install and safety check all ladders, railings, ADA lifts, lifeguard chairs and deck equipment.

**V. Waterslide Inspections**

The contractor shall visually inspect all elements of the slides and provide a written/photographic report and recommendations to the County representative for their use and information.

- A. Decking and Stairs: Fasteners are checked for tightness and replacement. Stair treads are inspected for wear and replaced as needed.
- B. Document loose trim, rough edges or surfaces.
- C. Verify that weep holes are not blocked and are draining properly.
- D. Document areas that have begun to rust.
- E. Structural Steel: Inspect the hardware connections on the steel structure. Condition of concrete columns, grout, and anchoring bolts.
- F. Document which of the bolts are either corroded or missing and need to be replaced.
- G. Inspect the slide surfaces for chips, scratches, blemishes, and mineral or other build-up. Identify the cause of the problem and in some cases take further repair measures to ensure the same type of damage does not continue, expand, or reoccur.
- H. Inspect the slide exterior for cracks and or failures in the fiberglass and joint leaks. Recommend type of repair to the County's representative, advanced cracks must be ground down and fiberglassed over. Some interior damage may require putting on several layers of fiberglass and resin from the exterior, then using fillers and gelcoat on the interior.
- I. Inspect the slide exterior checking the hardware that fastens slide sections together, along with any bracket or other connection hardware. When required, replace hardware and bolts where they are missing. Replace all flange hardware if the existing is significantly corroded.
- J. Check slide seat joint seams and caulk if necessary.

#### VI. Waterslide Interior and Exterior Cleaning and Buffing

- A. Cleaning and buffing of interior gelcoat. Use a Dual Action pneumatic sander, or equal mechanical, with 320-400 grit wet sand paper to remove fine scratches, blemishes, faded gelcoat, and mineral buildup. The entire interior slide surface is buffed using high speed buffer (2,700 RPM) with wool pad and 3M Super Duty Buffing Compound #05955 or approved equal.
- B. Cleaning of slide exterior. Use a 3,000-3,400 psi pressure washer machine, or equal, with a rattler tip (this device maintains very high pressure while covering a larger area than the standard pressure washer tips).

#### VII. REPAIR AND INSTALLATION SERVICES

Repair services are to be performed on an as needed basis. Repairs include, but are not limited to, booster pump, main pump and /or motors, filter inspection, chemical control feed systems, UV systems, chlorine feed systems, acid feed systems, acid pumps, valves, pipes, play structures, waterslides, slide towers, diving board and diving standard, deck equipment (i.e. ladders, railings, ADA handicap lifts), tile, plaster, caulk etc. Refer to Appendix B for tile and plaster installation specifications. Refer to Appendix C for caulking specifications.

- A. Parts  
Technicians shall only use parts that have been tested and verified to meet or exceed the original manufacturer's specifications. Parts supplied by the vendor shall be new, free of defects and suitable for the intended service.
- B. Response Time  
Response times will be handled in this manner:
  1. Each call for service requires a return call to the originator within one (1) hour.
  2. Complete every service call within 24 hours from the time of the service call. If additional time is needed to complete the repair, the contractor shall notify the County representative.
  3. Depending on the nature of the call, emergencies will be handled individually with a 3 hour response time to the specified site. The Gwinnett County Department of Community Services shall be the sole determinant of what repairs are deemed "emergencies".

**VIII. Waterslide Restoration**

- A. Interior Recoating/Refurbishment: The entire interior gelcoat surface is aggressively sanded using 40-60 grit abrasive on a high speed 8" orbital buffer/grinder, or equipment with similar mechanical output. Remove approximately 50% of the existing gelcoat leaving a relatively rough surface with some high and low points. Then smooth the surface using a 6" pneumatic dual action sander with 80 grit abrasive to eliminate any/all the high points and leave the surface profile for the new gelcoat to adhere to. Cut out all seams using a 1/8" wide diamond wheel to a depth of approximately 3/8", to ensure that the seams will not be bridged by new gelcoat creating a potential cracking hazard. Complete any necessary repairs or reinforcement to the fiberglass. Nonskid area at starter tub of slide is recreated using silica sand encapsulated in gelcoat. To vary the level of nonskid, use different sizes of sand and multiple layers of gelcoat per the County representative's direction. Clean all dust and debris using a blower or vacuum, and then clean the surface with acetone or denatured alcohol. Contractor shall take appropriate steps to control overspray and implement any additional measures at the County representative's instruction. New gelcoat, Maxguard Premium Gelcoats LE/33LE Series or approved equal, is sprayed on the surface, usually two coats equaling a thickness of at least 20 mils dft. Spray equipment shall provide a plural component external mix, with precise control of the entire spray process and catalyzation of the gelcoat coating. Final coat uses Duratec, or approved equal, high gloss additive as a flow agent and UV protectant. Entire surface is inspected and deburred (small bits of organic debris often find their way into the uncured gelcoat, creating tiny burrs that must be removed) and any imperfect areas smoothed and touched up. Surface is mechanically buffed as needed to produce a consistent glossy appearance. All seams are caulked using Sikaflex 291, or approved equal, and tooled to leave a smooth and leak-free joint seam.
- B. Interior slide recoats shall come with a 1 year warranty.
- C. Exterior Recoating/Refurbishment: Preparation is typically aggressive pressure washing. If necessary sand the surface aggressively to ensure a good bond with the new coating. Repairs and reinforcements are completed before recoating. Any missing or corroded hardware is replaced before recoating, and then all flange bolts are coated over. Brackets and other non-fiberglass items are carefully protected to ensure that the final product is clean. New coatings can be rolled on with specialized rollers or sprayed. Contractor is to advise County representative which application is recommended for each slide. All slide exteriors are base coated with TNEMEC Series 69 Epoxy, or approved equal, high quality; high build coating with solvents that adhere to the gelcoat to ensure a strong bond. The top color coat used is TNEMEC Series 73 Urethane, or approved equal, a coating which is engineered specifically to hold up to UV rays and airborne abrasives.
- D. Exterior slide recoats shall come with a 3 year warranty.

## **APPENDIX A**

### **FACILITIES**

- A. **WINNETT COUNTY PARKS AND RECREATION DIVISION YEAR ROUND AQUATIC FACILITIES (INDOOR)**
1. **Bethesda Park Aquatic Center**  
225 Bethesda Church Road  
Lawrenceville, GA 30044
    - Two (2) indoor pools
      - ✓ one (1) four lane 25 yard instructional pool, approximately 72,000 gallons.
      - ✓ one (1) indoor leisure play pool, approximately 125,000 gallons, housing a water slide and a water play structure with zero depth entry.
    - Both filter systems are U.S. Filter high rate sand systems with Pulsar calcium hypochlorite and muriatic acid chemical treatment systems.
    - Both pools include ultraviolet disinfection systems.
    - Strantrol computers regulate chemical feed systems.
  
  2. **Bogan Park Aquatic Center**  
2723 North Bogan Road  
Buford, GA 30519
    - Two (2) indoor pools.
      - ✓ one (1) lap pool, approximately 165,000 gallons.
      - ✓ one (1) leisure play pool with zero depth entry, approximately 100,000 gallons.
    - Leisure pool has an SCS water play structure and a Miracle water slide.
    - Both filter systems are Defenders with Pulsar calcium hypochlorite and muriatic acid chemical treatment systems.
    - Both pools utilize ultraviolet disinfection systems.
    - Accutrol computers regulate chemical feed systems.
  
  3. **Collins Hill Park Aquatic Center**  
2200 Collins Hill Road  
Lawrenceville, GA 30043
    - One (1) indoor lap pool, approximately 350,000 gallons.
    - Filter system is Defender with Pulsar calcium hypochlorite and muriatic acid chemical treatment systems.
    - The pool utilizes ultraviolet disinfection system.
    - Strantrol computer regulates the chemical feed.
  
  4. **Mountain Park Aquatic Center**  
1063 Rockbridge Road  
Stone Mountain, GA 30087
    - Two (2) indoor pools
      - ✓ one (1) lap pool, approximately 350,000 gallons.
      - ✓ one (1) instructional pool, approximately 72,000 gallons.
    - Both filter systems are U.S. Filter high rate sand systems with Pulsar calcium hypochlorite and muriatic acid chemical treatment systems.
    - Both pools include ultraviolet disinfection systems.
    - Prominent and Strantrol computers regulate chemical feeds.

**5. West Gwinnett Park Aquatic Center**

4488 Peachtree Industrial Boulevard  
Norcross, GA 30071

- Two (2) indoor pools.
  - ✓ one (1) lap pool, approximately 350,000 gallons.
  - ✓ one (1) instructional pool, approximately 72,000 gallons.
- Both filter systems are Neptune Benson high rate sand with Pulsar calcium hypochlorite and muriatic acid chemical treatment systems.
- Both pools include ultraviolet disinfection systems.
- Accutrol and Prominent computers regulate chemical feeds.

**B. Gwinnett County Parks and Recreation Division Seasonal Facilities (Outdoor)****1. Best Friend Park Pool**

6224 Jimmy Carter Boulevard  
Norcross, GA 30052

- Two (2) outdoor pools. Both pools are leisure pools.
  - ✓ one (1) smaller zero depth pool houses a small SCS play structure, 3 water spouts, a water mushroom and a concrete "otter" slide.
  - ✓ one (1) larger pool is also zero depth, with tumble buckets, a small water play feature, and a tower with water slide that is both open and closed flume.
- One pool uses a Neptune Benson high rate sand filter system, while the other uses several small mushroom filters.
- Both systems use Pulsar calcium hypochlorite and muriatic acid chemical treatment systems.
- Both systems utilize Strantrol computers to regulate chemical feed systems.

**2. Collins Hill Park Aquatic Center Outdoor Leisure Pool**

2200 Collins Hill Road  
Lawrenceville, GA 30043

- One (1) outdoor 9,800 square foot leisure play pool.
- Two (2) water slides-one open flume and the other a closed flume.
- SCS water play structure
- Tumble buckets
- Starburst water feature
- A water channel
- Pool uses a defender filter system along with pulsar calcium hypochlorite and muriatic acid for pH control.
- Strantrol computer regulates chemical feeds.

**3. Dacula Park Pool**

205 Dacula Road  
Dacula, GA 30019

- One (1) 6 lane, 25 yard, approximately 225,000 gallons.
- Z shaped pool with a diving well and attached wading pool.
- Filter system is a Neptune Benson high rate sand filter system.
- Chemical treatment is Pulsar calcium hypochlorite and muriatic acid for pH control.
- Accutrol computer regulates chemical feeds.

**4. Lenora Park Pool**

4315 Lenora Church Road  
Snellville, GA 30058

- One (1) outdoor leisure play pool, approximately 9,800 square ft.
- Aqua Play play structure system, current channel
- One slide tower with two (2) water slides with run-outs, one open flume and the other closed.
- Pool uses Neptune Benson high rate sand filter system with Pulsar calcium hypochlorite and muriatic acid chemical treatment systems.
- Strantrol computer regulates chemical feeds.

**5. Mountain Park Aquatic Center Outdoor Leisure Pool**

1063 Rockbridge Road  
Stone Mountain, GA 30087

- One (1) outdoor 9,800 square foot leisure play pool.
- Two water slides-one open flume and the other a closed flume.
- SCS water play structure.
- Tumble buckets
- A Vortex water feature
- Water channel
- Pool uses a U.S. Filter high rate sand filter system along with Pulsar calcium hypochlorite and muriatic acid for pH control.
- Prominent computer regulates chemical feeds.

**6. Rhodes Jordan Park Pool**

100 East Crogan Street  
Lawrenceville, GA 30046

- One (1) outdoor 9,300 square foot leisure play pool with zero depth entry
- One tower with open flume water slide
- SCS water play structure
- A water channel
- Tumble buckets
- Pool uses a U.S. Filter high rate sand filter system with Pulsar calcium hypochlorite and muriatic acid for chemical treatment.
- Strantrol computer regulates chemical feeds.

**7. West Gwinnett Park Aquatic Center**

4488 Peachtree Industrial Boulevard  
Norcross, GA 30071

- One (1) outdoor approximately 9,800 square foot leisure play pool
- One slide tower with two water slides-one open flume and the other a closed flume
- An Aqua Play water play structure
- Tumble buckets
- Various water features
- A Vortex water feature
- A water channel
- Pool uses a U.S. Filter high rate sand filter system along with Pulsar calcium hypochlorite and muriatic acid for pH control
- Accutrol computer regulates chemical feeds.

8. **EE Robinson Park Interactive Fountain**

650 Peachtree Industrial Boulevard

Sugar Hill, GA 30518

- One 20 horsepower motor
- One 3 horsepower recirculation motor
- A Pulsar chlorination system
- Muriatic acid pH control system
- A UV disinfection system
- A Siemens water controller

## APPENDIX B

### TILE & PLASTER INSTALLATION

This section includes work for retiling the existing waterline tile, sandblasting paint from pool surface, and/or preparation for plaster. All painted surfaces to be sandblasted to bare concrete prior to plaster. For plaster pools, prepare pool to receive new conventional plaster finish. Submit tile and grout samples (for color selection by County representative) and submit data sheets on all setting materials and grout

#### Materials:

- A. Unglazed Ceramic Mosaic Tile
  - 1. Type: Slip-resistant porcelain unglazed ceramic mosaic tile, cushion or all-purpose edges, two inch square for zero entry, waterline and stair and bench treads. Minimum coefficient of friction shall be 0.6 for wet surfaces and 0.8 for ramped surfaces.
  - 2. Depth marker tile on the vertical waterline shall be 6" x 6" tiles with minimum 4" numerals.
  - 3. For skimmer throats, stair and bench edges provide trim units as required. Trim units shall be finished one edge within skimmer throats and full radius for stair and bench edges.
  
- B. Setting Materials
  - 1. Thinset new waterline tile over existing waterline tile using a Laticrete, or approved equivalent, polymer modified thinset.
  - 2. Thinset new stair, bench, step, zero entry tile with the same material.

#### Execution:

- A. Sandblasting Preparation
  - 1. Protect all cup anchors, skimmer components, waterslide materials, grab rails, handrails, floor inlets and embedded items, etc., from damage during the sandblasting operation.
  - 2. Completely wrap and protect all water features including the tipping bucket and complete play feature structures and related slides. Damage caused by sandblasting to any pool component to be repaired without cost to the Owner.
  - 3. Remove all floor inlet diffusers and plug pipes with threaded plugs then tape or cover return body to protect during paint removal.
  - 4. Remove all internal components from all skimmers and plug both bottom pipe connections.
  - 5. Remove main drain covers and plug all drain pipes. Reinstall covers and wrap to protect during sandblasting.
  - 6. Cover and protect the pool coping during sandblasting work.
  - 7. Following underwater light removal, protect embedded light niches and plug conduits.
  - 8. Using commercial sandblast sand or Black Beauty, or approved equal, sandblast all paint and completely remove all paint from walls and floors. Paint to be removed down to bare concrete.
  - 9. Remove any epoxy leveling fillers that were used during the paint preparation. These fillers are primarily beneath the paint on the pool floor.
  - 10. Sandblast waterline tile to remove any glaze or surface coatings in preparation for retiling over this tile.
  
- B. Tile Preparation
  - 1. At each skimmer remove all "throat" tile and prepare to retile with new material.
  - 2. Remove the white plastic expansion strip around the perimeter of the pool at the top of the waterline tile.
  
- C. Plaster Preparation
  - 1. Sawcut a ½" deep cut under the existing waterline tile and chip out at a 45 degree angle to allow full plaster thickness at tile.

2. Sawcut and chip out around floor inlets, wall inlets and other penetrations to maintain full plaster thickness at all areas.
3. Bond coat all surfaces to be plastered using a commercial coating designed to bond plaster to substrates.

#### D. Tile Installation

1. Install 6" waterline tile using approved 1" X 1" or 2" x 2" detail, tile around the entire perimeter and the interior of all skimmer throats.
2. Before grouting this tile install a ¼" to 3/8" caulk joint between the top row of tile and the underside of the pool coping.
3. Caulk to be same material as specified for the deck joints. Color to be approved by the Owner.
4. Use finished one edge tile at all edges and transitions.
5. Install full radius tile at all steps and bench edges.
6. Install tile as detailed in front of the grating at the zero entry area.
7. Grout all tile with a sanded, acid resistant grout, color selection by Owner.

## PLASTER

### General:

- A. Provide a conventional white marble plaster finish to the pool structure. As required, a ceramic tile trim to be furnished and installed on the pool perimeter tile band, vertical tile band, floor, walls, recessed wall steps, depth markings, wall targets, floor lanes.
- B. Provide water analysis and pre-fill requirements. Submit certificates attesting that the materials furnished meet the requirements.
- C. Test Report: Submit results of domestic water analysis and calculation of amounts of chemicals required to balance pool water on initial fill of pool.
- D. Deliver manufactured materials to site in manufacturers' original unbroken packages or containers bearing manufacturer's name and brand labels. Keep cementitious materials dry until ready to be used and stored off the ground, under cover and away from damp surfaces.
- E. Apply plaster in swimming pool only when ambient temperature is above 40 degrees F, and protect applied plaster from rapid drying by sun or wind until curing is completed or pool is filled with water. Confirm and comply with all applicable manufacturers installation requirements.
- F. Successful vendor should provide references for the plaster installers and laborers to show experience in **similar** pool projects and proper tools to install plaster.

### Materials and Requirements:

- A. Portland cement, ASTM C150, type I white.
- B. Hydrated Lime, ASTM C206, type S.
- C. White marble aggregates for conventional pool plaster finish coat uniformly graded within following limits, all passing the no. 30 sieve (percentage retained by weight plus or minus 2% on each sieve):

<u>Sieve Size</u>	<u>Minimum</u>	<u>Maximum</u>
No. 30	0	0
No. 50	25	50
No. 100	75	90
No. 200	90	100

- D. Water, clean, fresh, from domestic potable source.
- E. If conventional pool plaster finish is to be used, use Laticrete 8510 bonding admix, or approved equal, in accordance with the manufacturer's recommendation.

F. Proportions and Mixing:

1. Materials are specified on a volume basis and shall be measured in approved containers which will ensure that the specified proportions will be controlled and accurately maintained during the progress of the work. Measuring materials with shovels ("shovel count") is not permitted.
2. Conventional White Marble Pool Plaster Finish Coat: Mix finish in proportion of one part by volume of white Portland cement to not more than two parts by volume of aggregates (specified white marble dust).
3. Perform mixing in approved mechanical mixers of the type in which quantity of water can be controlled accurately and uniformly. While mixer is in continuous operation, add approximately 90% of estimated quantity of water, half of sand, all cement, and the other one-half of the sand into mixer in that sequence and mix thoroughly with remainder of water until mixture is uniform in color and consistency. Avoid excess mixing to prevent hasty solution of cement resulting in accelerated set. Do not use any caked or lump materials. Completely empty mixer and mixing boxes after each batch is mixed and keep free of old plaster.

Execution:

A. Preparation of Surfaces and Bond Coat:

Clean base surfaces of projections, dust, loose particles, grease, bond breakers, and foreign matter; make sufficiently rough to provide a strong mechanical bond. Wash entire concrete pool shell with acidic solution within 24 hours of plastering. Do not apply plaster directly to the surfaces of masonry or concrete that is coated with any acidic solution compound or similar agent until compound or agent is completely removed by water blasting. Thoroughly wash entire surface with 2,000 psi high pressure water immediately prior to plastering. Wet cementitious base surfaces with a fine fog water spray to produce a uniformly moist condition and check screeds, pool equipment, and accessories for correct alignment before plastering is started. Do not apply plaster to base surfaces containing frost. Install temporary coverings as required to protect adjoining surfaces from staining or damage by plastering operations.

Scrub bond coat into the prepared concrete surface immediately prior plastering. Use stiff bristle brush to ensure total coverage and penetration of the bond coat slurry.

B. Application for Plaster:

Confirm all application requirements with the manufacturer. Apply finish plaster to the properly prepared substrate at the minimum thickness required by the manufacturer, but no less than 3/8 inch thickness at any location. Apply finish plaster by hand or machine. If plastering machine is used, control fluidity of plaster to have a slump not exceeding 2 – ½ inches when tested using a 2" by 4" by 6" high slump cone. Do not add additional water to the mix subsequent to determining water content to meet this slump. Perform slump test according to following procedure:

1. Place cone on level, dry non-absorptive base plate.
2. While holding cone firmly against base plate, fill cone with plaster taken directly from hose or nozzle of plastering machine, tamping with a metal rod during filling to release all air bubbles.
3. Screed off plaster level with top of cone. Remove cone by lifting it straight up with a slow and smooth motion.
4. Place cone in a vertical position adjacent to freed plaster sample using care not to jiggle base plate.
5. Lay straightedge across top of cone; measure slump in inches from bottom edge of straightedge to the top of slumped plaster sample.

C. Workmanship:

Unless otherwise required by the manufacturer, apply finish plaster in two coats by "double-back" method with second coat applied as soon as first coat is tamped and initially floated. Apply plaster with a sufficient pressure to provide a good bond on bases. Work plaster to screeds at intervals of from 5 feet to 8 feet on straight surfaces. Apply smooth trowel finish without waves, cracks, trowel marks, ridges, pits, crazing, discoloration, projections, or other imperfections. Form plaster carefully around curves and angles, well up to screeds. Take special care to prevent sagging and consequent drooping of applications. Produce surfaces free of visible junction marks in finish coat where one day's work adjoins another. Finish proprietary plaster as required by manufacturer.

D. Curing:

Curing plaster with fine fog water spray applied to finish coat as frequently as required to prevent dry-out of plaster. Keep plaster damp until pool is filled. Prevent damage or staining of plaster by troweling or curing.

E. Patching, Pointing and Cleaning Up:

Upon completion, cut out and patch loose, cracked, damaged or defective plaster; patches matching existing plaster in texture, color, and finish, flush with adjoining plaster. Perform pointing and patching of surfaces and plasterwork abutting or adjoining any other finish work in a neat and workmanlike manner. If 10% or more of the pool plaster finish is found to be defective, the plaster shall be removed and replaced complete form all surfaces. Remove plaster dropping or spattering from all surfaces, have in clean unblemished condition ready for pool filling. Remove protective coverings from adjoining surfaces. Remove debris from site.

Pre-fill Specification:

- A. Contractor shall employ a qualified water testing agency to analyze the domestic water with which the pool will be filled within 1 week of the plaster date, and shall employ a swimming pool experienced water chemistry consultant to determine types and quantities of chemicals required to ensure calcium-balanced water immediately upon the completion of water filling.
  1. Have on hand quantities of the chemicals as determined above, plus 25% overage for follow-up treatment. These chemicals, typically including calcium chloride, bicarbonate of soda, and muriatic acid are in addition to standard bromine/chlorine products and alkalizer/pH control products required for elsewhere.
- B. The Contractor shall submit domestic water analysis to the County representative at least 1 week prior to filling the pool.
- C. The Contractor shall brush new plaster for 14 consecutive day following installation.

## APPENDIX C

### CAULKING

All labor, materials, and equipment to perform work as described herein; cleaning, removal of existing caulk and debris, all preparation and installation of new caulk material per the manufacturer's instructions. All work including, but not limited to the following:

- A. Caulking of joints following vertical and horizontal surfaces:
  1. Construction joints
  2. Concrete deck to tile joints
  3. Pool coping joints
  4. Pool gutter to concrete deck joints
  5. Pool plaster to tile joints
  6. Control and expansion joints
  7. Joints between different materials
  8. Other joints as indicated

#### Performance Criteria:

- A. Provide and install joint sealants that establish and maintain watertight and airtight joint seals without staining or deteriorating joint substrates.
- B. Provide manufacturer's product data for each type of sealant for proposed use.
- C. Provide product data certifying compatibility and adhesion test reports from the manufacturer indicating materials forming joint substrates and joint-sealing backings have been tested for compatibility and adhesion with sealant; include any test results and recommendations for primers and substrate preparation needed for adhesion.
- D. Provide product manufacturer's warranty.
- E. Obtain each type of joint sealant through one source/single manufacturer.

#### Project Conditions:

- A. Do not proceed with installation of joint sealant under the following conditions: when ambient and substrate temperature conditions are outside the limits permitted by the product manufacturer's tolerances or below 40 degrees F.; when substrates are wet; or when joint contaminants capable of interfering with adhesion have not yet been removed from joint substrates.
- B. Compatibility: provide joint sealants, backing, and other related materials that are compatible with one another and joint substrates under conditions of service and application as demonstrated by sealant manufacturer, based on testing and field results.
- C. Prepare each joint, by removal of existing joint material and or all debris in joint, meeting the product manufacturer's preparation requirements. Notify the County representative of any extreme conditions that may require additional direction or instruction from the County representative.
- D. Contractor shall be responsible for protection of all adjacent and or facility improvements. Any damages shall be repaired and or replaced per County's requirements without additional cost. The contractor shall keep the facility locked at all times. The contractor is responsible for proper and safe storage of all materials and equipment. The contractor is responsible for protection of all work in progress until final acceptance.

#### Products:

- A. Provide complete manufacturer's data on each product and identify its proposed use to the County representative.
- B. Color of exposed joint sealant to be selected by the County representative.
- C. Products include, but are not limited to; Latiseal and primer, Corning 790, Vulkem 116, solvents, tape, Dec-o-seal, or approved equal.
- D. Cylindrical sealant backings; propose type to be compatible with sealant, size, density, width, depth, and application for intended use, contributing to producing optimum sealant performance.
- E. Primer; material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates.

- F. Cleaner; chemical cleaner acceptable to the manufacturer of sealants and backing material, free of oily residues or other substances capable of staining or harming joint substrates and adjacent surfaces in any way, and formulated to promote optimum adhesion of sealants to joints and joint substrates.

Execution:

- A. Examine joints indicated to receive joint sealants with the County representative, for compliance with requirements for configuration, installation tolerances, and other conditions affecting joint sealant performance.
- B. Comply with the manufacturer's written installation instructions for product and applications indicated, unless more stringent requirements apply.
- C. Comply with recommendations in ASTM C 1193 for use of joint sealant as applicable to materials, applications, and conditions indicated.
- D. Clean out joints immediately before installing joint sealant to comply with manufacturer's written instructions; removing all foreign material from joint substrates that could interfere with adhesion of joint sealant including dust, dirt, old joint sealant material, back rod, oils, grease, loose grout or plaster material, etc.
- E. Clean porous substrate surfaces by brushing, grinding, cutting, blast cleaning, mechanical abrading, and or a combination of these methods to produce a clean, sound substrate capable of developing an optimum bond with joint sealant. Remove loose particles by vacuuming or blowing out joints with oil-free compressed air.
- F. Prime joint substrates where recommended in writing by joint sealant manufacturer. Apply primer to comply with manufacturer's written instructions. Confine primers to areas of joint-sealer bond; do not allow spillage or migration onto adjoining surfaces.
- G. Install sealant back rod as needed to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement and capability. Do not leave gaps between ends of sealant backing. Do not stretch, twist, tear, or puncture sealant backing. Remove sealant backings that have become wet before sealant application and replace with new dry material.
- H. Install sealant using proven techniques. Place sealants so they directly contact and fully wet joints and substrates. Completely fill in recesses in each joint configuration. Produce uniform, cross-sectional shapes, depths, relative to joint widths that allow optimum sealant movement capability.
- I. Immediately after sealant application and before "skinning" or curing begins, tool sealant according to requirements specified to form a smooth, uniform configuration; to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joints. Remove excess sealant from surfaces of joints. Use tooling agents that are approved by the sealant manufacturer that do not discolor sealant or adjacent surfaces.
- J. Clean off excess sealant or sealant smears adjacent to joints as the work progresses and with cleaning materials recommended in writing by the product manufacturer.
- K. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from other activity, operations, or causes so sealants are without deterioration or damage at the time of acceptance by the County representative. If damage or deterioration occurs, despite such protection, cut out and remove damaged joint sealant immediately and install replacement/repair areas in that are indistinguishable from original work.

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN BID BEING REJECTED.**

**BID SCHEDULE**

ITEM #	APPROXIMATE ANNUAL QUANTITY		DESCRIPTION	UNIT PRICE	ANNUAL TOTAL
<b>Preventive Maintenance and Inspections</b>					
<b>YEAR-ROUND POOLS (Indoor) List Appendix A</b>					
1	12	Mo.	Bethesda		
2	12	Mo	Bogan		
3	12	Mo	Collins Hill		
4	12	Mo	Mountain Park		
5	12	Mo	West Gwinnett		
<b>SEASONAL POOLS (Outdoor) List Appendix A - April -August</b>					
6	5	Mo	Best Friend		
7	5	Mo	Collins Hill		
8	5	Mo	Dacula		
9	5	Mo	EE Robinson		
10	5	Mo	Lenora		
11	5	Mo	Mountain Park		
12	5	Mo	Rhodes Jordan		
13	5	Mo	West Gwinnett		
14	8	Ea	Seasonal Pool Opening		
15	8	Ea	Seasonal Pool Closing		
State hourly rate for repairs not included in Year-round and Seasonal Pool maintenance:					
16	300	Hrs	Service Professional		
17	300	Hrs	Service Technician		
18	700	Hrs	Laborer		
State after hour/weekend rate for <b>unscheduled/emergency</b> repairs:					
19	40	Hrs	Service Professional		
20	40	Hrs	Service Technician		
21	40	Hrs	Laborer		
<b>BID TOTAL</b>				\$	
22	Parts for repairs performed outside of maintenance contract will be billed at _____% above cost <b>(not to exceed 10%)</b>				

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

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN BID BEING REJECTED.**

**BID SCHEDULE**

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 October 7, 2018.

Unless otherwise noted, quoted prices will remain firm for three (3) additional one-year periods.

If a percentage decrease will be a part of this bid, please note this in the space provided together with an explanation:

1<sup>st</sup> Renewal Option \_\_\_\_\_ 2<sup>nd</sup> Renewal Option \_\_\_\_\_

3<sup>rd</sup> Renewal Option \_\_\_\_\_

If a percentage increase may be a part of this bid, please note percentage increase in the space provided, together with an explanation:

1<sup>st</sup> Renewal Option \_\_\_\_\_ 2<sup>nd</sup> Renewal Option \_\_\_\_\_

3<sup>rd</sup> Renewal Option \_\_\_\_\_

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

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

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

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

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

**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 Date \_\_\_\_\_

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 \_\_\_\_\_

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

**REFERENCES  
PLASTER INSTALLERS AND LABORERS**

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 Date \_\_\_\_\_

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 \_\_\_\_\_





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

**gwinnettcounty**

**BL069-18, Provision of Swimming Pool Maintenance and Repair on an Annual Contract**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

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

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

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





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

**BL069-18, Provision of Swimming Pool Maintenance and Repair on an Annual Contract**

**CODE OF ETHICS AFFIDAVIT**

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

In accordance with Section 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 his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

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

2. (Please check  **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4. \_\_\_\_\_ Sworn to and subscribed before me this  
BY: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Authorized Officer or Agent Signature

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

\_\_\_\_\_ (seal)  
Title of Authorized Officer or Agent of Contractor

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)



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

**Buyer Initials: DG**

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

Do not offer this product or service; remove us from your bidder's list for this item only.

Specifications too "tight"; geared toward one brand or manufacturer only.

Specifications are unclear.

Unable to meet specifications

Unable to meet bond requirements

Unable to meet insurance requirements

Our schedule would not permit us to perform.

Insufficient time to respond.

Other

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

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

SIGNATURE

## STANDARD INSURANCE REQUIREMENTS

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

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrence of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
  
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
  
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
  
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

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

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

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

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

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

**I. PREPARATION OF BIDS**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of 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 contract award by the Board of Commissioners. 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.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

**II. DELIVERY**

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

**III. EXPLANATION TO BIDDERS**

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

**IV. SUBMISSION OF BIDS**

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

**V. WITHDRAWAL OF BID DUE TO ERRORS**

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

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

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

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

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

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

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

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

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

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

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

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

#### **X. DISCOUNTS**

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

#### **XI. AWARD**

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it

deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

## **XII. DELIVERY FAILURES**

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

## **XIII. COUNTY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

## **XIV. REJECTION AND WITHDRAWAL OF BIDS**

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

## **XV. CONTRACT**

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

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

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested

based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of payment requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

#### **XVI. NON-COLLUSION**

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

#### **XVII. DEFAULT**

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

#### **XVIII. TERMINATION FOR CAUSE**

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

#### **XIX. TERMINATION FOR CONVENIENCE**

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

#### **XX. DISPUTES**

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

#### **XXI. SUBSTITUTIONS**

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

**XXII. INELIGIBLE BIDDERS**

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

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

**XXV. AMERICANS WITH DISABILITIES ACT**

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations 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 firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXVII. TAX LIABILITY**

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

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

**XVIII. STATE LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is

licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

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

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

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

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

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

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

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

#### **XXIX. SOLID WASTE ORDINANCE**

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

#### **XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. INDEMNIFICATION**

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

**XXXII. CODE OF ETHICS:**

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

**XXXIII. PENDING LITIGATION:**

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

**XXXIV. ELECTRONIC PAYMENT**

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County’s virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: [vendorelectronicpayment@gwinnettcounty.com](mailto:vendorelectronicpayment@gwinnettcounty.com) and indicate the desire to enroll in Gwinnett County’s virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online

[Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

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

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.