



September 22, 2020

**INVITATION TO BID:
BL099-20**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for **On-call Services for the Provision of Lighting Inspection and Condition Assessment, Installation, and Repair Annual Contract** with Four (4) Renewal Options for the Department of Water Resources (GCDWR).

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **October 16, 2020** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Shelley McWhorter, Purchasing Associate III at shelley.mcwhorter@gwinnettcounty.com or by calling 770-822-8734, no later than October 7, 2020. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.


Successful suppliers 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 suppliers 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.

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

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


Shelley McWhorter, CPPB
Purchasing Associate III

The following pages **should** be returned in duplicate as your bid:

- Bid Schedule, pages 20-21
- References, page 22
- Contractor Affidavit & Agreement
- Ethics Affidavit

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

Buyer Initials: SM

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

SECTION A
HIGH PRESSURE SODIUM, INCANDESCENT, FLUORESCENT
AND LED LIGHTING, INSTALLATION, INSPECTION AND REPAIR

STATEMENT OF WORK

Service provider shall furnish all insurance, transportation, materials, supplies, and disposal thereof, parts, test equipment, instrumentation, apparatus, services, tools, supervision, labor, engineering, technical knowledge, skills, and all things necessary to provide an Annual Contract for the thorough inspection, condition assessment, replacement, cleaning, or repair and coordination of the following:

All lighting fixtures, ballasts, and lamp/bulbs, associated switching devices, power conduits, and cabling at any Gwinnett County location.

Service provider shall repair any problems discovered during the Inspection.

The inspection results shall be written out and presented as a detailed report at the conclusion of the inspection to each facility's staff. The Inspection Report shall document the condition of the light fixtures, switching/control devices, cable and conduit that feed power to the lights. Report shall indicate if the fixture is repairable, or if the fixture model is obsolete or too corroded to repair, and recommend a similar energy efficient LED fixture model. Alternate bid items shall be listed in the report describing lighting upgrades with energy conservation measures available; such as automated controls, that make use of occupancy/vacancy sensors, photo-cells, motion sensors, or timers in spaces that are not excluded by IECC C405.2.2, ASHRAE 90.1, Section 9.4.1, and NEC 110.26(D) and allow a manual over-ride exception for mechanical and electrical rooms where an auto-off function could endanger the safety of occupants.

Inspection Reports, Assessments and Upgrade Documents shall be sealed by a licensed Electrical Engineer registered in the State of Georgia at the time the work is performed.

Work shall be performed on a time and materials basis as noted in the BID SCHEDULE and in accordance with the following minimum specifications. The contract work scope shall also include both emergency and routine repairs as needed, and in accordance with the Minimum Specifications.

SPECIFICATIONS

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified Contractors for the Provision of Lighting, Installation, Inspection and Repair Services for the Gwinnett County Department of Water Resources Division.

I. SCOPE OF SERVICES

The scope of services includes inspections, maintenance, repairs and/or replacement of high pressure sodium, incandescent, fluorescent lighting, and LED luminaire components, and equipment as required by the County's service requests. Services shall include all transportation, equipment, materials, parts, and labor necessary to satisfactorily complete the authorized tasks. Services shall also include periodic site walk-throughs with the County personnel and coordinating repairs identified on the walk-throughs. Areas of concern identified during the walk-through shall be noted and placed into a purchase order format for the County representative to review. The Purchase Order shall describe the area of concern, the probable reason for the fault, the proposed corrective action, and the parts and labor costs anticipated for implementing the corrective action.

A. Types of Services Required

For the lighting systems within or on the premises of the facilities listed herein, the contractor shall be called upon to perform repairs, installations, and services that involve the following:

1. Inspection, condition assessment and lighting assessment of existing lighting fixtures and support infrastructure including switching, power panels, cables, conduit, conduit trapeze, or lighting masts.
2. Report services outlining the findings and recommendations to the County for cleaning, repair, or replacement services. Recommendations shall include cleaning and repair if the fixture is salvageable, or replacement with a similar type LED fixture to decrease energy consumption. If possible, rebuild/repair services shall consider installing LED luminaire components within existing luminaire structures; if this is the less expensive alternative to total replacement of the luminaire. Recommendations shall also include alternate bid scenarios for automated switching where allowable by code.
3. Design and Installation of new luminaires, electrical panels, circuit breakers, switches, cables, conduit, and conduit trapeze if inspection determines that these components are too damaged to be re-used.
4. Cleaning, repair, or replacement of exterior and interior lighting fixtures and associated ballasts, circuitry, switches, dimmers, controllers, and lamps. Exterior lighting fixtures may include pole mounted lights accessible only by boom trucks or mechanical lifts, and interior fixtures may include those accessible only by mechanical lifts or special ladders.
5. Contractor shall provide a container, at locations designated at County facilities, for county use to place damaged lamps into. Contractor shall pick up monthly for collection and disposal. County will identify the preferred location of the container for each site. Contractor is responsible for following all local, state and federal laws pertaining to the disposal of hazardous materials and the recycling of lamps.

B. Standard Service Request Procedures

The units are located in various facilities throughout the County. The awarded service provider(s) shall coordinate all work with the appropriate personnel as indicated in the list provided below or provided as needed/authorized personnel may be added or deleted as necessary throughout the term of the contract.

Awarded service provider(s) shall familiarize themselves with the existing equipment types to be inspected and serviced, locations, and other details, which may affect bidding. Service Provider(s) acknowledge by signing the bid documents a full and complete understanding of the extent and nature of the work required and the conditions surrounding performance.

C. Emergency Service Request Procedures

On occasion the County will request the contractor's services on an emergency basis. The contractor shall be prepared to respond to such emergency calls on a 24-hour basis seven days per week. The County will make emergency requests by phone, fax, or e-mail. The contractor shall respond to the County within one (1) hour of the request and shall be in the field for such emergency requests for repairs within three (3) hours from the time of the initial service request. The contractor will not be required to provide an estimate of repair costs prior to emergency responses.

D. Hours of Service

This agreement may require emergency services that could be required at any time on an around-the-clock, seven days a week basis. Generally, standard service requests can be dealt with in normal business hours. However, the nature of some of these needed work items also will require that the contractor be prepared to provide labor services outside of normal business hours. Normal business hours shall be considered from 8:00 a.m. to 5:00 p.m., Monday through Friday except for the County's and the contractor's official holidays. Off-hours work will include all other times Monday through Friday, and all day on Saturday, Sunday, and official holidays. The contractor will be expected to provide emergency responses and otherwise scheduled services during these periods when requested by the County. Labor hours during these timeframes or any other period outside of normal business hours will be considered overtime and compensated as such under the agreement.

E. Personnel Assigned to the Work

The County requires the successful contractor to have on staff personnel with a non-restricted electrical contractor's license. In addition, the County requires the successful contractor to have on staff personnel with an unrestricted low voltage license. These personnel will provide broad oversight for all electrical work in the field and assume responsibility for insuring that all such work meets applicable codes and industry standards. Also, the County may request that on larger and/or more complex project-level work, the contractor provide direct field supervision and/or services by these licensed personnel. All bidders or companies must certify that they are, at the time of bidding, and shall be throughout the period of the contract, an Electrical Contractor licensed by the State of Georgia, that the bidder is knowledgeable of the inherent conditions of the work to be performed, and has performed electrical work in water and/or wastewater treatment plants for a period of not less than five years. Electrical journeyman to apprentice ratio shall not exceed 1:2. The County also reserves the right to reject any bidder if the evidence the bidder furnishes fails to satisfy the County that such bidder is properly qualified to carry out the obligations.

1. In order to determine if a Service provider is qualified, the Service Provider will be required to furnish at least three (3) references which include a name, address and telephone number of customers whose equipment is comparable in size and scope of work. While the County will make every reasonable attempt to contact the references provided, it is the bidder's responsibility to make sure that the references are current and all contact information is up to date.
2. Upon notification of award, the successful service provider shall submit and maintain a Certificate of Insurance throughout the contract period which complies with the requirements set forth in this solicitation.

Note: Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

F. Equipment, Materials, Parts, and Supplies

The contractor shall be capable of supplying or procuring all equipment, materials, parts, and supplies needed to provide the services requested. The contractor will be expected to provide such in completing the scope of work on any given service request. This requirement extends to boom trucks, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. The County will notify the contractor through its service request form if it intends to provide any materials or parts needed for a work item.

1. The service provider is required to maintain a complete set of records and an itemized report of all purchases made and work performed under this agreement during each monthly period of this service. Failure to submit usage report may affect future awards
2. Any equipment to be furnished must be currently in production and shall be manufacturer's standard model complete with all standard ancillary equipment.
3. Neither the Department of Water Resources, nor any other departments, either individually or collectively, will be required to purchase any minimum amount during the term of this contract; nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract. Thus, the service provider may not set minimum or maximum payment amount under this contract. Any acts of qualifying the bid will be justification for the County to deem the bid submittal non-responsive.

G. Locations of Facilities:*****TAKE NOTE*****

Individuals, firms and businesses seeking an award of a Gwinnett County contract **MAY NOT INITIATE OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATIONS REGARDING A SOLICITATION WITH ANY COUNTY OFFICER, ELECTED OFFICIAL, EMPLOYEE OR OTHER COUNTY REPRESENTATIVE WITHOUT PERMISSION OF THE PURCHASING ASSOCIATE** named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. **Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.**

LOCATION	ADDRESS	CONTACT	TELEPHONE
Fresh Water Filter Plants			
Shoal Creek Filter Plant	1755 Buford Dam Road, Buford	Shane Roberts	678-376-6843
Shoal Creek Raw Water Station	1620 Buford Dam Road, Buford	Shane Roberts	678-376-6843
Lanier Filter Plant	2601 Buford Dam Road, Buford	Mark Butler	678-376-6811
Lanier Plant Flow Diversion Structure	5465 Coles Mill Road, Buford	Mark Butler	678-376-6811
Lanier Raw Water Station	6340 Woodlake Drive, Buford	Mark Butler	678-376-6811
Lanier Surge Tank	6283 Woodlake Drive, Buford	Mark Butler	678-376-6811
Fresh Water Boosters/Tanks/Pressure Stations			
Bavarian Woods Booster	7001 Bavarian Wood Place, Buford	Brian Ross	678-376-6705
Bogan Tank & Booster	2868 North Bogan Road, Buford	Brian Ross	678-376-6705
Dacula Booster	442 Harbins Road, Dacula	Brian Ross	678-376-6705
DeKalb Booster	Winter Chapel Road, Norcross	Brian Ross	678-376-6705
Dogwood Booster	2334 Mountain View Road, Snellville	Brian Ross	678-376-6705
Duluth Booster	2407 Chattahoochee Drive, Duluth	Brian Ross	678-376-6705
Goshen Tank & Booster	5880 West Goshen Spring Road, Norcross	Brian Ross	678-376-6705
Grayson Tank & Booster	300 Grayson New Hope Road, Grayson	Brian Ross	678-376-6705
Graves Road Pressure Station	1459 Graves Road, Norcross	Brian Ross	678-376-6705
Harbins Road Pressure Station	1547 Harbins Road, Dacula	Brian Ross	678-376-6705
Holcomb Bridge Pressure Station	3839 Holcomb Bridge Road, Norcross	Brian Ross	678-376-6705
Jones Mill Pressure Station	3190 Jones Mill Road, Norcross	Brian Ross	678-376-6705
Knollwood Booster	2673 Knollwood Road, Snellville	Brian Ross	678-376-6705
Lanier Mountain Tank & Booster	2270 Highpoint Road, Snellville	Brian Ross	678-376-6705
Lawrenceville/Suwanee Pressure Station	2886 Lawrenceville/Suwanee Road, Suwanee	Brian Ross	678-376-6705
Lenora Church Pressure Station	3605 Lenora Church Road, Snellville	Brian Ross	678-376-6705
Longview Pressure Station	448 Longview Drive, Norcross	Brian Ross	678-376-6705
Martins Chapel Booster	664 Martins Chapel Road, Lawrenceville	Brian Ross	678-376-6705
Medlock Tank	3387 Medlock Bridge Road, Norcross	Brian Ross	678-376-6705

LOCATION	ADDRESS	CONTACT	TELEPHONE
Fresh Water Boosters/Tanks/Pressure Stations (Continued)			
Moon Road Pressure Station	2651 Moon Road, Grayson	Brian Ross	678-376-6705
Morgan Road	2568 Highway 324, Buford	Brian Ross	678-376-6705
Nob Hill Tank	2610 Club Drive, Snellville	Brian Ross	678-376-6705
Nob Hill Tank	2610 Club Drive, Snellville	Brian Ross	678-376-6705
Norcross Tank	278 Langford Drive, Norcross	Brian Ross	678-376-6705
North Berkley Lake Pressure Station	3279 North Berkley Lake, Norcross 30071	Brian Ross	678-376-6705
Norris Lake Pressure Station	Norris Lake Road, Snellville	Brian Ross	678-376-6705
Old Loganville Pressure Station	925 Old Loganville Road, Loganville	Brian Ross	678-376-6705
Price Road Booster	280 North Price Road, Buford	Brian Ross	678-376-6705
Rockbridge Tank/Booster	303 Rockbridge Road, Lilburn	Brian Ross	678-376-6705
Sunny Hill Booster	2109 Sunny Hill Road, Lawrenceville	Brian Ross	678-376-6705
Wallace Booster	2832 Wallace Road, Buford	Brian Ross	678-376-6705
Walton Court Booster	Walton Court, Snellville	Brian Ross	678-376-6705
West Rock Quarry	2710 West Rock Quarry Road, Buford 30519	Brian Ross	678-376-6705
Water Reclamation Plants			
Crooked Creek WRF	6557 Plant Drive Norcross 30092	Brandon Brown	678-376-2098
F. Wayne Hill WRC	3320 Financial Center Way, Operations Bldg., Buford 30519	Justin Garmon	678-376-2099
Yellow River WRF	858 Tom Smith Road Lilburn 30047	Ben Bagwell	678-376-6966
Sewage Pump Stations			
Aberrone (Lock 16-30-12)	3248 Aberrone Place, Buford	John Thompson	678-376-7169
Abington Drive	2691 Abington Drive, Snellville	John Thompson	678-376-7169
Alcovy Reserve	575 Alcovy Woods Drive, Dacula	John Thompson	678-376-7169
Alcovy Booster	1344 Highway 29, Dacula	John Thompson	678-376-7169
Ambercrest	6105 Ambercrest Court, Buford	John Thompson	678-376-7169
Anderson Livsey Elementary School	4521 Centerville Hwy, Snellville	John Thompson	678-376-7169
Appalachee Farms	1062 Fairview Club Drive, Dacula	John Thompson	678-376-7169
Archer High School	2450 Callie Still Rd, Lawrenceville	John Thompson	678-376-7169
Arden Ridge	3049 Arden Ridge Drive, Suwanee	John Thompson	678-376-7169
Auburn Road (Dacula Bluff)	3522 Vern Way, Dacula	John Thompson	678-376-7169
Avington (Park) Glenn	1451 Avington Glenn Chase, Lawrenceville	John Thompson	678-376-7169
Auburn Road (Dacula Bluff)	3522 Vern Way, Dacula	John Thompson	678-376-7169
Avington (Park) Glenn	1451 Avington Glenn Chase, Lawrenceville	John Thompson	678-376-7169
Bailey Farms	120 Hillside Bend Crossing, Lawrenceville	John Thompson	678-376-7169
Bailey Road	3337 Bailey Road, Dacula	John Thompson	678-376-7169
Beaver Ruin Diversion	3530 Cruse Road, Lawrenceville	John Thompson	678-376-7169
Belhaven/Turnbury	3876 Ancroft Circle, Norcross	John Thompson	678-376-7169

LOCATION	ADDRESS	CONTACT	TELEPHONE
Sewage Pump Stations (Continued)			
Bently Estates	2755 Clomer Cove, Dacula	John Thompson	678-376-7169
Berkley Lake	877 Lakeshore Drive, Duluth	John Thompson	678-376-7169
Bermuda	2080 Bermuda Rd, Stone Mountain	John Thompson	678-376-7169
Big Flat Creek	191 Brand Rd, Loganville	John Thompson	678-376-7169
Blue Ridge	3055 Turman Drive, Norcross	John Thompson	678-376-7169
Bogan Meadows	4639 Silver Meadow Drive, Buford	John Thompson	678-376-7169
Border Street	4804 Simmons Dr, Sugar Hill	John Thompson	678-376-7169
Bradford Manor	3444 Lynley Mill Lake, Dacula	John Thompson	678-376-7169
Bridle Point	4395 Bridle Point Parkway, SW, Lithonia	John Thompson	678-376-7169
Brooks Crossing	1517 Brooks Pointe Court, Lawrenceville	John Thompson	678-376-7169
Brooks Farm	3789 Corrol Way, Snellville	John Thompson	678-376-7169
Brooks Road	1180 Brooks Road, Lawrenceville	John Thompson	678-376-7169
Brooks Road Booster	1180 Brooks Road, Lawrenceville	John Thompson	678-376-7169
Brookwood Corners	3094 Royal Creek Way, Snellville	John Thompson	678-376-7169
Brookwood High School	1330 Holly Brook Road, Snellville	John Thompson	678-376-7169
Brookwood Plantation	1522 Holly Brook Road, Snellville	John Thompson	678-376-7169
Brookwood Village	1928 Baywood Tree Lane, Snellville	John Thompson	678-376-7169
Campbell Road (Creekside Estates)	1245 Kristi Ridge Drive, Dacula	John Thompson	678-376-7169
Carrington	1595 Dogwood Road, Snellville	John Thompson	678-376-7169
Cascade Falls	2594 Spring Cast Drive, Buford	John Thompson	678-376-7169
Castlewoods	325 Mountain Drive, Stone Mountain	John Thompson	678-376-7169
Cedar Creek	981 Cedar Bluff Trail, Lilburn	John Thompson	678-376-7169
Centerville	3495 Hwy 124, Centerville	John Thompson	678-376-7169
Chaffin Fence (Yorkshire Est)	624 York View Drive, Dacula	John Thompson	678-376-7169
Chandler Oaks (Chandler Woods)	578 Leaflet Ives Drive, SE, Lawrenceville	John Thompson	678-376-7169
Chandler Ridge	1159 Chandler Ridge Drive, Lawrenceville	John Thompson	678-376-7169
Chattahoochee Station	4270 Holcomb Bridge Road, Norcross	John Thompson	678-376-7169
Chestnut Lake	5180 Sunset Maple Trail, Lilburn	John Thompson	678-376-7169
Collins Hill Business Park	310 Park Access Rd, Lawrenceville	John Thompson	678-376-7169
Collins Hill Heights	189 Melody Lane, Lawrenceville	John Thompson	678-376-7169
Country Club Gwinnett	2955 Gallery Grove, Snellville	John Thompson	678-376-7169
Country Club Gwinnett II	3391 Sandwedge Court, Snellville	John Thompson	678-376-7169
CSX	1851 Winder Hwy, Dacula	John Thompson	678-376-7169
Dacula City Pump	225 Wilson Street, Dacula	John Thompson	678-376-7169
Dacula Road	1183 Dacula Road, Dacula	John Thompson	678-376-7169
Days Inn (Ramada Inn)	3107 Lawrenceville Suwanee Road, Suwanee	John Thompson	678-376-7169
Dixie Development (Wildflower)	850 Verbena Way/Farmland Drive, Auburn	John Thompson	678-376-7169

LOCATION	ADDRESS	CONTACT	TELEPHONE
Sewage Pump Stations (Continued)			
Doc Hughes	2330 Doc Hughes Rd, Lawrenceville	John Thompson	678-376-7169
Dogwood Farms	1208 Olde Hinge Way, Snellville	John Thompson	678-376-7169
Dominion Walk	1061 Laurel Cove Drive, Snellville	John Thompson	678-376-7169
Duluth Village	2750 Buford Hwy, Duluth	John Thompson	678-376-7169
Duncan Creek Elementary	4520 Braselton Hwy, Hoschton	John Thompson	678-376-7169
Duncan Lakes (Shadow Stone)	2680 Kelly Cove Drive, Buford	John Thompson	678-376-7169
East Park Place	5192 Corinth Drive, SW, Snellville	John Thompson	678-376-7169
East Highlands	4120 Red Canoe Bend, Lilburn	John Thompson	678-376-7169
Eastgate Business Park	2422 Eastgate Place, Snellville	John Thompson	678-376-7169
East Rock Quarry	2249 East Rock Quarry , Buford	John Thompson	678-376-7169
Ellington Springs	4934 Michael Jay Street, Snellville	John Thompson	678-376-7169
Embassy Walk	4065 Embassy Walk Way, Lilburn	John Thompson	678-376-7169
Evergreen Crossing	1815 Pinetree Pass Lane, Lilburn	John Thompson	678-376-7169
Evergreen Lakes	5203 Brownless Road, Snellville	John Thompson	678-376-7169
Ezzard Road	229 Ezzard Road, Lawrenceville	John Thompson	678-376-7169
F. Wayne Hill PS	3320-C Financial Center Way, Buford	John Thompson	678-376-7169
Fairmont	2505 Merrion Park Drive, Dacula	John Thompson	678-376-7169
Farmers Court	725 Grayson Hwy, Lawrenceville	John Thompson	678-376-7169
Flat Creek Landing	128 Hardy Water Drive, Lawrenceville	John Thompson	678-376-7169
Flowery Branch (Willow Leaf)	2055 Flowery Branch Road, Buford	John Thompson	678-376-7169
Fountain Glen	1108 Fountain Glen Court, Lawrenceville	John Thompson	678-376-7169
Freemans Walk	2779 Freemans Walk Drive, Dacula	John Thompson	678-376-7169
Garner Industrial	268 Peachtree Industrial Blvd, Norcross	John Thompson	678-376-7169
Garner Road	965 Garner Creek Drive	John Thompson	678-376-7169
Gates of Ewing Chapel (#5500)	1382 Ewing Creek Drive, Dacula	John Thompson	678-376-7169
Georgetown Commons	2772 Tyler Bay Lane, Grayson	John Thompson	678-376-7169
Glenn Jones Middle School	3575 Ridge Rd, Buford	John Thompson	678-376-7169
Grayson Hwy	950 Grayson Hwy, Lawrenceville	John Thompson	678-376-7169
Great River	1602 Great Shoals Drive, Lawrenceville	John Thompson	678-376-7169
Grove Place	599 Redds Circle, Lilburn	John Thompson	678-376-7169
Hamilton Mill Crossing (Puckets)	3605 Top Court, Buford	John Thompson	678-376-7169
Hampton Ridge	3212 Hampton Ridge Way, Snellville	John Thompson	678-376-7169
Harbins Landing	1747 Rolling View Way, Dacula	John Thompson	678-376-7169
Hebron Church	190 Hebron Church Road, Dacula	John Thompson	678-376-7169
Herring Road	2232 Herring Woods, Grayson	John Thompson	678-376-7169
Hickory Station (Lock #5060)	2325 Hickory Station Circle, Snellville	John Thompson	678-376-7169

LOCATION	ADDRESS	CONTACT	TELEPHONE
Sewage Pump Stations (Continued)			
Hidden Meadows	4307 Hidden Meadow Circle, Sugar Hill	John Thompson	678-376-7169
Hightower Ridge	4894 Tower View Lane, Snellville	John Thompson	678-376-7169
Highway 78/Lanier Mountain	3028 Hwy 78, Snellville	John Thompson	678-376-7169
Hiram Davis Plantation	1323 Dodger Way, Lawrenceville	John Thompson	678-376-7169
Hog Mountain	2910 Old Fountain Road, Lawrenceville	John Thompson	678-376-7169
Hog Mountain Road #1	3850 Hog Mountain Braselton Road, Lawrenceville	John Thompson	678-376-7169
Hog Mountain Road #2	3175 Hog Mountain Road, Dacula	John Thompson	678-376-7169
Holman Place	4210 Mulberry Ridge Lane, Hoschton	John Thompson	678-376-7169
Huntcrest	1198 Satellite Blvd, Duluth	John Thompson	678-376-7169
Hunter's Creek	1300 Hunters Creek Court, Lawrenceville	John Thompson	678-376-7169
Indian Shoals	2596 Foxy Drive SE, Dacula	John Thompson	678-376-7169
Island Point	6920 Island Pointe Drive, Buford	John Thompson	678-376-7169
Independence	88 Loganville Hwy, Loganville	John Thompson	678-376-7169
Ivy Creek	3320-C Financial Center Way, Buford	John Thompson	678-376-7169
Ivy Mill Plantation	4102 Plantation Mill Drive, Buford	John Thompson	678-376-7169
Jack's Creek Tunnel Entrance	2724 Brannan Road, Snellville	John Thompson	678-376-7169
Jim Moore Road (Lock #1957)	3501 Jim Moore Road, Hog Mountain	John Thompson	678-376-7169
Jacobs Farm	446 Gail Pond Dr., Lawrenceville	John Thompson	678-376-7169
Kennedy Farms (Crofton)	4400 Crofton Overlook, Suwanee	John Thompson	678-376-7169
Killian Woods	3824 Meandering Way, Lilburn	John Thompson	678-376-7169
Killian's Pond	4399 Pond Edge Road, Snellville	John Thompson	678-376-7169
Lakeport	2734 Lakewater Way, Snellville	John Thompson	678-376-7169
Lawrenceville/Suwanee	2416 Lawrenceville Suwanee Road, Lawrenceville	John Thompson	678-376-7169
Landings at Bay Creek	3806 Bald Eagle Drive, Loganville	John Thompson	678-376-7169
Lee Plantation (Ashlyn Cove)	4655 Ashlyn Drive, Snellville	John Thompson	678-376-7169
Legacy River	3011 Old Auburn Road, Dacula	John Thompson	678-376-7169
Lenora Springs	2802 Lenora Springs Drive, Snellville	John Thompson	678-376-7169
Level Creek New	5209 Basingstoke Drive, Suwanee	John Thompson	678-376-7169
Little Mill	5702 Grindstone Drive, Buford	John Thompson	678-376-7169
Little Mill Estates	2155 Mina Lane, Buford	John Thompson	678-376-7169
Lower Big Hanes	2680 Centerville Rosebud Road, Snellville	John Thompson	678-376-7169
M & M Killian Hill	4051 Hwy 78, Snellville	John Thompson	678-376-7169
Magnolia Walk	1132 Haven Brook Court, Suwanee	John Thompson	678-376-7169
Magruder Plantation	774 Charles Hall Drive, Dacula	John Thompson	678-376-7169
Maplecliff	1624 Maplecliff Way, Buford	John Thompson	678-376-7169

LOCATION	ADDRESS	CONTACT	TELEPHONE
Sewage Pump Stations (Continued)			
Marathon Blvd.	1711 Marathon Blvd, Lawrenceville	John Thompson	678-376-7169
Martins Chapel	790 Martins Chapel Way, Lawrenceville	John Thompson	678-376-7169
Marathon Force Main Interct	Marathon Blvd, Lawrenceville	John Thompson	678-376-7169
McConnell Road (Wheatfield)	1717 Brackin Court, Grayson	John Thompson	678-376-7169
Meadow Forest	1795 Forest Close Lane, Lawrenceville	John Thompson	678-376-7169
Meadow Grove	990 Five Forks Trickum Road, Lawrenceville	John Thompson	678-376-7169
Middleton	650 Middleton Place, Grayson	John Thompson	678-376-7169
Miller Brook	310 Lee Miller Court, Suwanee	John Thompson	678-376-7169
Mineral Ridge	7315 Waters Edge Drive, Stone Mountain	John Thompson	678-376-7169
Mineral Springs	800 Win West Points, Auburn	John Thompson	678-376-7169
Mink Livsey (Willingham Manor)	4753 Bryant Drive, Snellville	John Thompson	678-376-7169
Mountain Park	1296 Rockbridge Road, Stone Mountain	John Thompson	678-376-7169
Mountain Park Aquatic Center	1063 Rockbridge Road, Stone Mountain	John Thompson	678-376-7169
Mountain Park	5050 Five Forks Trickum, Lilburn	John Thompson	678-376-7169
Mulberry	1186 Mount Moriah, Dacula	John Thompson	678-376-7169
N. Chattahoochee (Gran River)	4858 River Hollow Run, Norcross	John Thompson	678-376-7169
NBC	2735 Springdale Road, Snellville	John Thompson	678-376-7169
Nesbitt Crossing	3585 Nesbit Crossing Circle, Duluth	John Thompson	678-376-7169
ox Fire	3532 Preservation Lane, Lilburn	John Thompson	678-376-7169
New Hope	3021 Dolostone Way SE, Lawrenceville	John Thompson	678-376-7169
Newtons Grove	1872 Brandie Elaine Avenue, Snellville	John Thompson	678-376-7169
Norris Lake	4298 McCord Livsey Road, Lithonia	John Thompson	678-376-7169
North Avenue #1	4985 Nelson Brogden Blvd, Sugar Hill	John Thompson	678-376-7169
North Gwinnett (Cluster) Middle School	170 Peachtree Industrial Blvd	John Thompson	678-376-7169
North Woodland	185 North Woodland, Doraville	John Thompson	678-376-7169
Northbrook #1	1095 Northbrook Pkwy, Lawrenceville	John Thompson	678-376-7169
Northbrook #2	941 Northbrook Pkwy, Lawrenceville	John Thompson	678-376-7169
Northforke Peachtree Creek	6782 Crescent Drive, Norcross	John Thompson	678-376-7169
Northforke Plantation	1359 Hillside Drive, Snellville	John Thompson	678-376-7169
Old Athens Road	1041 Hwy 29, Lawrenceville	John Thompson	678-376-7169
Old Friendship Community	3079 Society Trace, Buford	John Thompson	678-376-7169
Old Rock House (Alcovy Falls)	270 Little Creek Road, Lawrenceville	John Thompson	678-376-7169
Old Suwanee Rd	4550 Old Suwanee Road, Sugar Hill	John Thompson	678-376-7169
Ozora Lakes	3829 Derringer Ridge, Loganville	John Thompson	678-376-7169
Ozora Road	37 Ozora Road, Loganville	John Thompson	678-376-7169

LOCATION	ADDRESS	CONTACT	TELEPHONE
Sewage Pump Stations (Continued)			
Paradise Park	2191 Potato Patch Court, Loganville	John Thompson	678-376-7169
Park Haven	1018 Nestling Drive, Lawrenceville	John Thompson	678-376-7169
Parker Woods #1	1761 Pucketts Drive, Lilburn	John Thompson	678-376-7169
Parker Woods #2	2124 Davis Road, Lilburn	John Thompson	678-376-7169
Parkview East	4669 Gold Dust Trail, Sugar Hill	John Thompson	678-376-7169
Parkview North	4802 Goldmine Drive, Sugar Hill	John Thompson	678-376-7169
Patterson	152 Arnold Drive, Lawrenceville	John Thompson	678-376-7169
Peachtree Station	4476 Stilson Circle, Norcross	John Thompson	678-376-7169
Phillips	2999 Jones Phillips Road, Dacula	John Thompson	678-376-7169
Pinecrest	4697 Pinecrest Drive, Sugar Hill	John Thompson	678-376-7169
Presidential Commons	1708 Hwy 124, Snellville	John Thompson	678-376-7169
Princeton Oaks	957 Oakley Lane, Sugar Hill	John Thompson	678-376-7169
Prospect Road	1296 Creek Point Circle, Lawrenceville	John Thompson	678-376-7169
Providence Crossing	5409 Griggs Court, Buford	John Thompson	678-376-7169
P'tree M.H.P (P'tree Village)	4912 Gold Creek Trail, Sugar Hill	John Thompson	678-376-7169
Regency Park	3590 Regency Park Drive, Duluth	John Thompson	678-376-7169
Richland Creek	6310 Grand Magnolia Drive, Sugar Hill	John Thompson	678-376-7169
Ridge Road/Highway 20	1451 Hwy 20/ Buford Drive, Lawrenceville	John Thompson	678-376-7169
Rivercliff Place	2310 Thorndale Drive, Lilburn	John Thompson	678-376-7169
Riverfield	4490 Missendale Lane, Norcross	John Thompson	678-376-7169
Rock Quarry	3801 Tuggle Road, Buford	John Thompson	678-376-7169
Roselake #1	3453 Kenilworth Court, Snellville	John Thompson	678-376-7169
Ross Rd/Yellow River	2227 Ross Road, Snellville	John Thompson	678-376-7169
Round Road (Wheatfield Reserve)	279 Stargrass Court, SE, Grayson	John Thompson	678-376-7169
Rutledge Homestead	2902 Reason Court, Snellville	John Thompson	678-376-7169
Sagemore Hills	1344 Norwalk Trace, Lawrenceville	John Thompson	678-376-7169
Sardis Church (Duncan Preserve)	4338 Duncan Ives Drive, Buford	John Thompson	678-376-7169
Sedgefield	2899 Suttonwood Way, Buford	John Thompson	678-376-7169
Shannon Heights	1065 Shannon Road, Loganville	John Thompson	678-376-7169
Shannon Road	972 Shannon Road, Grayson	John Thompson	678-376-7169
Sherwood	3000 West Rock Quarry, Buford	John Thompson	678-376-7169
Shorelake (Spring Meadow)	3440 Shore Lake Drive, Norcross	John Thompson	678-376-7169
Southforke	3592 Prairie Drive, Snellville	John Thompson	678-376-7169
Stancil Drive (Millside Manor)	2206 Stancil Pointe Drive, Dacula	John Thompson	678-376-7169
Stanley Road	2143 Stanley Road, Dacula	John Thompson	678-376-7169

LOCATION	ADDRESS	CONTACT	TELEPHONE
Sewage Pump Stations (Continued)			
Sugar Hill Plantation	5322 Connor Miles Drive, Sugar Hill	John Thompson	678-376-7169
Suwanee Creek	1758 Peachtree Industrial Blvd, Suwanee	John Thompson	678-376-7169
Tanglewood	1952 Tanglewood Drive, Snellville	John Thompson	678-376-7169
Terrasol	1296 Terrasol Ridge, Lilburn	John Thompson	678-376-7169
The Columns Apartments (#6002)	4305 Paxton Lane, Snellville	John Thompson	678-376-7169
The Landing at Bay Creek	3806 Bald Eagle Drive, Loganville	John Thompson	678-376-7169
The Oaks	5309 Arbor View Way, Sugar Hill	John Thompson	678-376-7169
The River Club	728 Crescent River Pass, Suwanee	John Thompson	678-376-7169
The Springs	964 Springview Place, Sugar Hill	John Thompson	678-376-7169
The Springs at Mill Creek	2532 Wellsprings Drive, Buford	John Thompson	678-376-7169
The Village at Parkview	5286 Village View Lane, SW, Lilburn 30047	John Thompson	678-376-7169
Thompson Mill (Duncan Park)	3067 Express Lane, Buford	John Thompson	678-376-7169
Thompson Crossing	2861 Blake Towers Lane, Buford	John Thompson	678-376-7169
Thorncrest	100 Pounds Drive, Tucker	John Thompson	678-376-7169
Trotters Ridge	2888 Ross Road, Snellville	John Thompson	678-376-7169
Twelve Oaks	439 Tara Oaks Trail, Lawrenceville	John Thompson	678-376-7169
Two Thousand West (Millennium Pl)	4791 Score Court, Snellville	John Thompson	678-376-7169
Wal-Mart	1825 Rockbridge Road, Stone Mountain	John Thompson	678-376-7169
Wellington Walk	1475 Mt. McKinnley Drive, Grayson	John Thompson	678-376-7169
Wheeler Road	5806 Wheeler Rd, Houston	John Thompson	678-376-7169
Windsor at Lanier	5971 Lake Windsor Parkway, Buford	John Thompson	678-376-7169
Windsor Creek	928 Natchez Valley Trace, Grayson	John Thompson	678-376-7169
Wolf Creek/Chatt (Simpsonwood)	4511 Jones Bridge Road, Norcross	John Thompson	678-376-7169
Woodbridge	2898 Hwy 120, Duluth	John Thompson	678-376-7169
Yellow River Diversion	858 Tom Smith Road, Lilburn	John Thompson	678-376-7169
WATER RESOURCES FACILITY			
DWR Central Facility (to include outbuildings)	684 Winder Highway, Lawrenceville 30045	Mark Duncan	678-376-7114
DWR Pump Maintenance Bldg	604 Winder Highway, Lawrenceville 30045	Mark Duncan	678-376-7114

H. Basis of Compensation

Compensation to the contractor for service request work will be based on the hourly labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid (but not to exceed 15%), and a fixed trip charge. The hourly labor rates on the Bid Schedule shall include all costs associated with transportation by service vans and trucks as well as all costs for hand tools, power tools, ladders, carts, testing equipment, and miscellaneous items and consumables normally associated with electrical service calls for repair and installation work. Hourly labor rates shall begin when the contractor's personnel reaches the service site and shall end when leaving the service site. A single trip charge shall be applied to cover time in transit. Overtime rates may be charged for time outside of the "normal hours" specified in these documents and the bid. The County shall not be charged for labor hours associated with the provision of cost estimates and proposals, unless the County Representative has authorized such costs in writing.

II. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

A. Applicable Industry Standards

All repairs and installations shall be completed in a neat and workmanlike manner and in accordance with the applicable local electrical codes, NEC (National Electrical Code), and NEMA (National Electrical Manufacturers Association) standards. Equipment, materials, and parts supplied shall be new, of a quality conforming to current engineering and manufacturing standards, free of defects, and suitable for the intended service. Where applicable, repair and maintenance procedures, and activities shall comply with the standard operational and maintenance requirements of the manufacturers of the equipment or apparatuses.

B. Protection, Cleaning and Restoration of Work Sites

Contractor shall keep work sites clean and free of debris. When providing services, contractor shall maintain a level of cleanliness and neatness needed for proper execution of the work. Contractor shall keep newly installed work clean and protect it from damage. When services are complete, contractor shall clean the work site, in all areas disturbed by its activities, of rubbish, waste material and litter; remove all tools, equipment and surplus materials from the site, and remove any temporary protection and facilities installed during its services. Any surfaces and/or finishes that are damaged by contractor's work shall be patched, repaired and repainted to match surrounding area. Contractor also shall take precautions to protect trees, shrubbery, and sod at its service locations. Where such items are inadvertently destroyed or damaged, contractor shall replace or restore at its cost.

C. Waste Disposal

Contractor shall dispose of all waste promptly and shall comply with government regulations and other legal requirements when doing so. The contractor shall not dispose of volatile wastes such as cleaning compounds, primers and solvents; in storm or sanitary drains, on pavements or in gutters, or in a manner that will contaminate soils or be harmful to plant life at the service location.

D. Safety Precautions and Requirements

1. Contractor shall take precautions to prevent fires and facilitate fire-fighting operations. Contractor shall store flammable materials in non-combustible containers and store away from fire sources, and shall remove flammable waste regularly from the work site. Contractor also shall carefully supervise operation of potential fire sources such as cutting and welding.
2. Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall provide barricades and signs as required to protect contractor's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations.
3. Contractor shall provide and require use of safety equipment, clothing and accessories as required by its work activities, location, and safety regulations. It is the responsibility of the Contractor's Project Manager to ensure that appropriate Personal Protective Equipment (PPE) is utilized by the onsite contractor personnel. The amount and type of PPE used will be based upon the nature of the hazard encountered or anticipated.
4. Electrical Hazards: Based upon the present scope of work, it is anticipated that Contractor personnel may be required to work on or be exposed to energized electrical systems or equipment in excess of 50 volts. If such work will be required, the work must first be justified in writing, all applicable LOTO/zero energy validation testing properly completed and all applicable electrical safety work practices (NFPA 70E Electrical Safety/Arc Flash Precautions/PPE) complied with at all times. Only personnel who have completed NFPA 70E training and are deemed to be a "qualified person" are permitted to work on such systems and equipment. An Energized Electrical Work Checklist must be completed prior to work on energized systems. Non-qualified contractor

personnel are prohibited from working on or exposing themselves to any energized electrical systems or equipment that exceeds 50 volts and must remain a minimum distance of 10 feet (for voltages <600 VAC) from any exposed electrical components. Failure to comply could result in serious injury or death and may result in non-complying personnel being removed from the site.

5. Chemical Hazards: Hazards at wastewater sites may include physical, chemical, or biological hazards. Each type of identified hazard should be addressed by the Contractor's internal work plans. Contractors are responsible for identifying potential hazards associated with their activities and implementing proper controls. Based upon the scope of work to be performed, the potential for Contractor personnel to be exposed to chemical contaminants is unlikely, but possible. Contractor Personnel should be aware that chemical exposure pathways include: inhalation of airborne contaminants; direct skin contact with chemicals or impacted materials; and incidental ingestion of chemicals or affected materials (i.e., hand-to-mouth transfer). If necessary, implementation of engineering controls (i.e., ventilation or dust suppression), administrative controls (i.e., limiting access to areas of concern), and proper use of PPE can minimize hazards to personnel. The Contractor Safety Officer must assess site conditions and verify that appropriate controls are employed where necessary. Potential chemical hazards associated with water and wastewater plants may include oxidizers (disinfection chemicals) and corrosive materials. If exposure to these or other compounds of concern is identified as a potential hazard, air monitoring must be conducted.
6. Confined Space Hazards: Contractor entry into confined spaces must be conducted in strict accordance with 29 CFR 1910.146. Confined spaces will be evaluated prior to entry to determine if hazards are present that could pose a risk to entrants. Before workers may enter a permit-required confined space, an entry permit must be obtained.

Confined spaces may have one or more of the following characteristics:

- Is large enough to permit an employee to enter and perform work; or
- Has limited or restricted means of entry and exit; or
- Is not equipped, designed, or intended for continuous human occupancy.

If there is any serious health and safety hazard present in the confined space, the space is considered a permit-required confined space (permit space). A permit space is a confined space that has one or more of the following characteristics:

- Contains or has potential to contain a hazardous atmosphere; or
- Contains or has the potential to contain a material with potential to engulf or entrap an employee; or
- Is constructed such that an employee may become trapped, disoriented, or asphyxiated by wall configurations or floors that taper to smaller cross-sections; or
- Contains any other established safety or health hazards (examples may include sources of energy, moving parts or thermal considerations).

All fluid, electrical, and steam lines and other sources of energy that could harm entrants must be completely isolated before entry. The following atmospheric conditions must be met before entry is permissible (air monitoring may be necessary to verify these conditions are met):

- Flammable vapor or dust must be at a concentration less than 5 percent of the lower explosive limit (LEL); and
- Oxygen must be at a concentration greater than 20 percent and less than 22 percent; and
- Hydrogen sulfide concentration must be less than 5 parts per million (ppm); and
- Toxic substances must be at a concentration less than half their respective permissible exposure limits or specified action limits.

In addition, the following roles must be designated to Contractor staff before entry into permit-required confined spaces is allowed: Entry Supervisor; Attendant; and Authorized Entrant(s). Confined space entry for each project also requires training for the project team on written operating procedures including the use of the Confined Space Entry Permit form. Rescue services are to be arranged locally, prior to entry operations, by the Contractor's Construction Manager. Rescue services can typically be coordinated by the local fire department or a contracted service provider.

7. Blood borne pathogens/Sanitary Waste: Potential exposure to blood borne pathogens may occur during some work activities (e.g., work within process areas or confined sewer areas, or rendering first aid or CPR to a co-

worker). Direct contact is a route of exposure for blood borne pathogens through puncture injuries, contact with abraded skin, or contact with areas such as the eyes, without appropriate protection. While very few organisms can enter the body through normal intact skin, direct contact with sewage, blood and body fluids is to be avoided. Contractor site personnel should thoroughly wash their hands and face before eating, drinking, or smoking, and before leaving the work site.

Exposure controls and Universal Precautions are required at suspect locations, in order to prevent contact with blood or other potentially infectious materials. All blood or potentially infectious material will be considered infectious regardless of the perceived status of the source.

E. Warranties

The contractor shall warrant against failure of all materials and workmanship associated with its service request work for one (1) year after the date of acceptance of such work by the County. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the contractor shall correct warranted work promptly, at no cost to the County, after receipt of a written notice from the County to do so.

Contractor shall provide the County Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the contractor. The contractor shall provide this warranty information with its Service Report whenever applicable.

III. INVOICING

A. Service Report Requirements

Each completed Service Request shall be documented by a contractor Service Report. The format of the contractor Service Report shall be developed at the beginning of the contract period, and shall be acceptable to the contractor and County Representative. The contractor Service Report should include, at a minimum, the following information:

- Bid BL Number
- County Purchase Order Number
- Location of Services - Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service - This section should clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals
- Parts, Materials and Equipment Utilized - Descriptions, quantities, costs, applicable mark-ups, and subtotals and total
- Trip Charges
- Summary of Costs.

B. Invoicing Procedure

Service provider shall, when contacted by a Gwinnett County agency, provide a binding estimate for installation and/or repairs of proposed new or old work covered under this contract before beginning the work. This estimate shall detail labor costs by item number, labor rate; supplies, parts, and materials; and shall indicate estimated completion date and time for the project. Invoices shall include the authorizing Departmental Purchase Order number and the contract number. All labor costs must be tied to the rates bid in the Price Schedule. Upon receiving a written request from the Treasury and Accounting Services Division, Service provider shall provide a detailed cost breakdown of any particular invoice such that the County can drill-down to tie the job costs to the NECA Manual of Labor Units as verification of contract compliance. For work not specifically listed in the NECA Manual of Labor Units, Service provider shall identify same, on invoice and tie costs to Price Schedule. Service provider is required to maintain a complete set of records including all supporting documentation and written correspondence for all work performed under this contract for the life of the contract plus one full year thereafter. The County reserves the right to access and to review any such records during this time period.

IV. SPECIAL REQUIREMENTS

A. Financial Recordkeeping

The contractor is required to maintain a complete set of records, including all supporting cost documentation and service correspondence for all work performed under this agreement for the life of the contract and one (1) year thereafter.

B. Contract Value

Neither the Department of Water Resources, nor any other departments, either individually or collectively, will be

required to purchase any minimum amount during the term of this contract; nor will they be limited, either individually, or collectively, to any maximum amount during the term of this contract. Thus, the contractor may expect no set minimum or maximum payment amount under this contract.

C. Insurance

The contractor must submit and maintain a Certificate of Insurance throughout the contract per the requirements within these procurement documents.

D. Safety

If your company has a safety program, please provide a copy of the program description as part of your bid.

V. CONTRACTOR QUALIFICATIONS

The qualifications and experience of the contractor are critical to the County, which must have assurances that the selected firm is a responsible organization capable of professionally implementing the services requested. Because of the nature and demands of the services required by the County, it is necessary that the selected contractor be of a certain size. As part of its bid submission, the contractor should provide all the information requested herein within this bid document. This information is required by the County to determine the ability of the bidder to carry out the services and meet the obligations of the contract. The County also reserves the right to request additional information or make further investigations to determine the ability of the bidder to perform. The bidder's failure to provide the information requested herein, to complete the forms in full, or to provide other information requested by the County, will be cause for the County to declare the bidder non-responsive. The County also reserves the right to reject any bidder if the evidence the bidder furnishes, or investigation of the bidder, fail to satisfy the County that such bidder is properly qualified to carry out the obligations.

SECTION B BALLAST AND LAMP RECYCLING SERVICES SPECIFICATIONS

I. SCOPE

Gwinnett County is seeking a qualified vendor for the collections, transportation, and disposal of spent fluorescent, mercury vapor and HID lamps and ballast waste generated by Gwinnett County facilities. Selected vendor may be a transport company who will pick up spent lamps and transport to a destination recycler or a destination recycler who performs their own pick up and transportation services.

Destination recycling facility must be a licensed, state approved, hazardous waste recycler. All recycling procedures must follow the guidelines set forth in the Georgia Hazardous Waste Management Act, OCGA s 12-8-60 and the Georgia Department of Natural Resources Rules for Hazardous Waste Management Section 391-3-11. This recycler shall process lamps in such a manner that the lamp by-products are converted to non-hazardous, high grade commodities.

Destination recycler must provide a Certificate of Conversion or Destruction for all waste products. This certificate shall state quantity of materials, processing date and provide a means of tracking the waste products.

Selected vendor shall supply the County with a convenient means of storing the lamps, ballasts and other mercury containing devices. Vendor shall also provide a container for broken lamps. Vendor shall also complete all State and Federal regulations forms required for the disposal of nickel-cadmium, or nickel metal-hydride batteries contained within emergency lighting fixtures. Reference *1996 110 STAT 1329 Mercury-Containing and Rechargeable Battery ACT.*, and subsequent State of Georgia Regulation 391-3-11.18 for Georgia Department of Natural Resources Waste Regulations, and Environmental Protection Agency 40 CFR Part 271.

II. USAGE

Gwinnett County uses primarily HID, High Pressure Sodium, Mercury Vapor, ARC and Ultra Violet bulbs and fluorescent lamps under 4' and over 5', U-Shaped, Circular and Compact.

Quantities stated in bid schedule are approximate but are expected to increase as the program becomes widespread.

III. PICK-UP

Pick up will be at the various Gwinnett County Department of Water Resources facilities listed by the County as locations for lighting waste containers. Pick up shall be performed on an as needed basis. Response time shall be 3 - 5 days. Selected vendor will be responsible for completion of all necessary bill of lading paperwork.

IV. QUALIFICATIONS & REFERENCES

The qualifications and experience of the vendor are critical to the County, which must have assurances that the selected vendor and destination recycler are responsible organizations capable of professionally implementing the requested services. Completion of the attached references sheet should accompany all bids.

V. PRICING

PRICING TO BE ALL-INCLUSIVE OF PREVENTIVE MAINTENANCE COSTS at various locations throughout Gwinnett County. Addresses for locations are attached as part of the bid specifications, and locations may be added or deleted as necessary.

VI. LED

Department of Water Resources is currently converting all lighting to LED, so LED replacement lighting would be required on all fixtures. Contractor may submit fixtures that are of equal or greater quality for approval.

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

BID SCHEDULE

Item #	Description	Unit Cost
1	State hourly rate for regular hours	/hour
2	State hourly rate for overtime hours	/hour
3	State hourly rate for repairs during trade holidays	/hour
4	State hourly rate for regular hours (field labor) (Note: Field Labor may be needed to assist with start-up)	/hour
5	State hourly rate for overtime hours (field labor)	/hour
6	State hourly rate for repairs during trade holidays (field labor)	/hour
7	State hourly rate for field assessment and inventory	/hour
8	State hourly rate for field testing	/hour
9	State cost for recycling including monthly cost for each dumpster (minimum 15 cubic yards).	
10	State hourly rate for office administration (billing, accounting, data management)	/hour
11	State hourly rate for office/shop technical lead	
a	State below the number of employees available: (see minimum requirements)	employees
b	Repair during normal working hours:	/hour
c	Repair after hours:	/hour
12	State hourly rate for licensed engineer: (Licensed in the State of Georgia)	/hour
13	State percentage (not to exceed 10%) of increase above contractor's cost for repair parts.	%
14	State percentage (not to exceed 10%) of increase above contractor's cost for replacement lighting components.	%

ALL OF THE ABOVE WILL BE TAKEN INTO CONSIDERATION IN DETERMINING THE LOW BIDDER.

Submitting Company Name _____

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

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 December 16, 2020 or upon award, whichever is later.

Unless otherwise noted, quoted prices will remain firm for four (4) additional years.

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

1st Renewal Option_____ 2nd Renewal Option_____

3rd Renewal Option_____ 4th Renewal Option_____

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

1st Renewal Option_____ 2nd Renewal Option_____

3rd Renewal Option_____ 4th Renewal Option_____

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, 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 _____

Federal Tax ID _____

Complete Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ E-mail address _____

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

Telephone Number _____ E-mail address _____

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

REFERENCES

Gwinnett County requests a minimum of three (3) references for sites of similar size and scope as set forth in this bid document, Contractor Qualifications. Service Providers submitting pricing for both Section A and B will need only to submit 3 references for sites that meet size and scope for Section B.

1. Company Name _____

No. of Luminaires Serviced _____

Years Maintaining _____

Contract Description/No. _____

Dept. Liaison _____

Telephone _____ Facsimile _____

E-Mail Address _____

2. Company Name _____

No. of Luminaires Serviced _____

Years Maintaining _____

Contract Description/No. _____

Dept. Liaison _____

Telephone _____ Facsimile _____

E-Mail Address _____

3. Company Name _____

No. of Luminaires Serviced _____

Years Maintaining _____

Contract Description/No. _____

Dept. Liaison _____

Telephone _____ Facsimile _____

E-Mail Address _____

Submitting Company Name _____



Bid # & Description BL099-20, On-call Services for the Provision of Lighting Inspection and Condition Assessment, Installation, and Repair Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public
My Commission Expires:

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

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



Bid # & Description BL099-20, On-call Services for the Provision of Lighting Inspection and Condition Assessment, Installation, and Repair Annual Contract

CODE OF ETHICS AFFIDAVIT

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

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

1. _____
(Company Submitting Bid/Proposal)

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

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

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

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

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

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20__
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

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

DEPARTMENTAL CONTACTS

The following is a list of department contacts for each generator, which is subject to change.

*****TAKE NOTE*****

Individuals, firms and businesses seeking an award of a Gwinnett County contract **MAY NOT INITIATE OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATIONS REGARDING A SOLICITATION WITH ANY COUNTY OFFICER, ELECTED OFFICIAL, EMPLOYEE OR OTHER COUNTY REPRESENTATIVE WITHOUT PERMISSION OF THE PURCHASING ASSOCIATE** named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. **Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.**

DEPARTMENT OF WATER RESOURCES		
Dept./Location	Contact	Phone Number
Pump Stations	John Thompson	678-376-7169
LFP/SCFP alternate	Shane Roberts	678-376-6843
Lanier Filter Plant	Mark Butler	678-376-6811
Shoal Creek Filter Plant	Shane Roberts	678-376-6843
Central Facility	Mark Duncan	678-376-7114
Yellow River	Ben Bagwell	678-376-6966
	David Osborne	678-376-6863
F. Wayne Hill	Justin Garmon	678-376-2099
	David Clark	678-376-2102
Crooked Creek	Brandon Brown	678-376-2098
	Richard Anderson	678-376-6711

*** ALL TECHNICIANS MUST HAVE A TOOL-LIST ON HAND UPON ENTRANCE AND EXIT OF THESE FACILITIES.**

STANDARD INSURANCE REQUIREMENTS

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

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

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

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

5. Gwinnett County Board of Commissioners 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 Immigration Reform Enhancements for 2013, 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.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering

into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XXVIII. 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 Enhancements for 2013, 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 Enhancements for 2013 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 Enhancements for 2013.

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 Enhancements for 2013, 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 Enhancements for 2013. 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 Enhancements for 2013 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 Enhancements for 2013 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 Enhancements for 2013, 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 Enhancements for 2013 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).**

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

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

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 E02011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: 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](#).