



January 06, 2021

**INVITATION TO BID  
BL008-21**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified supplier for the **Purchase of the Alcovy River Booster Pump Station Generator** for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **January 26, 2021** at the Gwinnett County Purchasing Office, 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.gwinnettcountry.com](http://www.gwinnettcountry.com).

Questions regarding bids should be directed to Dana Garland, CPPB, Purchasing Associate III at [dana.garland@gwinnettcountry.com](mailto:dana.garland@gwinnettcountry.com) or by calling 770-822-8723, no later than **3:00 p.m. on January 15, 2021**. 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 supplier 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.gwinnettcountry.com](http://www.gwinnettcountry.com) and companies submitting a bid will be notified via email.

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

*Dana Garland*

Dana Garland, CPPB  
Purchasing Associate III

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

- Bid Schedule, Page 22
- References, Page 23
- Subcontractor List, Page 24
- Contractor Affidavit and Agreement, Page 25
- Code of Ethics Affidavit, Page 26

**SECTION 26 32 13.13  
DIESEL ENGINE GENERATOR SET  
(PRE-PURCHASE)**

**PART 1 GENERAL**

1.01 SUMMARY

- A. Section Includes
  - 1. References
  - 2. Submittals
  - 3. Quality Assurance
  - 4. Delivery, Storage, and Handling
  - 5. Field Conditions
  - 6. Warranty
  - 7. Design Requirements
  - 8. Manufacturers
  - 9. Engine Equipment
  - 10. Thermal Insulation Wrap
  - 11. Generator System
  - 12. Engine Generator Systems
  - 13. Fuel Storage System
  - 14. Outdoor Enclosure
  - 15. Controls
  - 16. Transfer Switch
  - 17. Installation
  - 18. Field Inspection and Testing
  - 19. Training

## 1.02 Scope

- A. This Section specifies the requirements for providing, factory testing, and on-site acceptance testing of complete and operable standby diesel engine driven generating system (GenSet) with an outdoor metal enclosure, belly tank fuel storage container, and the devices and equipment required for the system operation. The generator will be purchased by Gwinnett County Department of Water Resources.
- B. Unit shall have a site rated standby duty rating of: 2500 kW, 3125 kVA at 80 percent lagging power factor with 4.16 kV, three phase, 60 Hertz output. The alternator shall be four wire, wye connected, resistance grounded, complete with excitation system and controls. Mount each unit on a steel sub-base with spring type vibration isolators and include all essential and desirable appurtenances whether specifically mentioned in this specification or not.
- C. Generator will be wired to the existing onsite 4.16kV switchgear and installed on an existing concrete pad at the Alcovy River Booster Pump Station where a previous GenSet was installed but later removed. The locations of anchors, conduit and plumbing stubouts are in fixed positions at the existing pad, therefore the new GenSet shall accommodate these same locations. The shop drawings and asbuilts for the previous GenSet installation is attached to this specification for reference.
- D. The generation system shall include the following:
  - 1. Digital control, monitoring, and display system
  - 2. Cooling system.
  - 3. Exhaust silencer: mounted inside the enclosure.
  - 4. Noise dampening mounting system.
  - 5. Sound attenuated outdoor enclosure accessories.
  - 6. Batteries, battery charger, and block heater.
  - 7. Control system testing.
  - 8. Testing with load bank.
  - 9. Generator structural base including spring type vibration isolators
  - 10. One neutral grounding resistor mounted within a ventilated enclosure

## 1.03 REFERENCES

- A. Reference Standards
  - 1. This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.
  - 2. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued.

3. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

Reference	Title
ANSI C57.13	Requirements for Instrument Transformers
IEC 34-5	Rotating Electrical Machines - Part 5: Degrees of Protection by Enclosures for Rotating Machinery
IEC 60529	Guidelines for Panel Testing
ISO	International Organization for Standardization
MG1	Motors and Generators
NEMA MG1	National Electrical Manufacturers Association Standards Publication MG-1
NEMA SG31	Low Voltage Power Circuit Breakers
NEMA SG51	Power Switchgear Assemblies
NFPA 37	National Fire Protection Association Standard 37, Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines
NFPA 70	National Electrical Code (NEC)
NFPA 110	Emergency and Standby Power Systems
OSHA	Occupational Safety and Health Act
SAE J 1349	Society of Automotive Engineers Engine Power Test Code
UL	Underwriters Laboratories Inc.

#### 1.04 SUBMITTALS

##### A. Action Submittals/Informational Submittals

##### 1. Product Data

- a. Manufacturer's catalog and/or other data confirming conformance to specific design, material and equipment requirements including:
- 1) Engine
  - 2) Type, aspiration, compression ratio, and combustion cycle
  - 3) Bore, stroke, displacement, and number of cylinders
  - 4) Rotational speed, RPM
  - 5) Engine lubricating oil capacity
  - 6) Engine coolant capacity without radiator
  - 7) Engine coolant capacity with radiator
  - 8) Coolant pump external resistance (maximum)
  - 9) Coolant pump flow at maximum external resistance
  - 10) Exhaust back-pressure (maximum allowable pressure)
  - 11) Combustion air inlet flow rate
  - 12) Exhaust gas, flow rate, stack temperature

- 13) exhaust system back pressure (maximum)
  - 14) Heat rejection to:
    - a) coolant
    - b) aftercooler
    - c) lube oil
    - d) exhaust
    - e) atmosphere
  - 15) Fuel Consumption:
    - a) 50% load
    - b) 75% load
    - c) 100% load
  - 16) Fuel supply system including belly tank, continuous level monitoring and level alarm devices.
- b. Generator
- 1) Model
  - 2) Frame
  - 3) Voltage
  - 4) kW
  - 5) Power Factor
  - 6) Frequency
  - 7) Insulation class
  - 8) Number of leads
  - 9) Weight, total
  - 10) Weight, rotor
- c. Efficiency at Rated Voltage
- 1) Efficiency at 0.8 power factor for 50% load.
  - 2) Efficiency at 0.8 power factor for 75% load.
  - 3) Efficiency at 0.8 power factor for 100% load.
- d. Radiator
- 1) Model

- 2) Type
  - 3) Heat Rejection: BTU/Hour
  - 4) Fan drive ratio
  - 5) Coolant capacity, radiator
  - 6) Coolant capacity, radiator and engine
- e. Power Rating: Nominal full capacity standby kW at 0.8 power factor and corresponding kVA rating.
  - f. Location and description of supplier's parts and service facility including parts inventory and number of qualified GenSet service personnel.
2. Shop Drawings
    - a. General dimensions drawings showing overall GenSet measurements, mounting location, and interconnection points for load leads, fuel, exhaust, cooling and drain lines.
    - b. General dimension drawings for fuel supply and storage system including interconnection points, fuel and drain lines, and level and leak detection equipment, terminal-boxes and panels.
    - c. Wiring diagrams, schematics and control panel outline drawings published by the manufacturer in Joint Industrial Council (JIC) format for controls and switchgear showing interconnected points and logic diagrams for use by contractor and County.
    - d. Drawings of GenSet with enclosure showing dimensions (length, width, height), weight (dry and wet), and vibration isolators.
    - e. Installation requirements showing clearances required for maintenance purposes: Access to main breaker, oil fill line, fuel fill line, etc.
3. Samples
    - a. Exterior paint color chip for enclosure.
4. Special Procedure Submittals
    - a. A copy of this specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements.
    - b. A check mark shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the vendor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Engineer shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the vendor with the specifications. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration

- c. Completed Certificate of Unit Responsibility attesting that the vendor has assigned, and that the manufacturer accepts, unit responsibility in accordance with the requirements of this Section. No other submittal material will be reviewed until the certificate has been received and found to be in conformance with these requirements.

B. Closeout Submittals

1. Operation and Maintenance Data

- a. Operation and maintenance information as follows:

- 1) Operating instructions with description and illustration of engine and generator controls and monitors.
- 2) Manuals that illustrate and list assemblies, subassemblies and components, except the standard fastening hardware.
- 3) Preventative maintenance instructions for daily, weekly, monthly, biannual, and annual maintenance requirements. Include a lubrication chart for all components.
- 4) Routine test procedures for electronic and electrical circuits including the generator.
- 5) Troubleshooting chart covering the complete GenSet with a description of trouble, probable cause, and suggested remedy.
- 6) Recommended spare parts list showing consumables anticipated during routine maintenance and test.
- 7) Wiring diagrams and schematics showing function of electrical components. Complete final submittals including Record As-Built drawings.
- 8) Manuals and books described above shall be contained in rigid plastic pouches.

- b. Provide four (4) hard copies of the O&M Manuals and 3 DVDs with electronic copies of the identical O&M Manual.

- c. Instruct the owner in operation and maintenance of the unit.

2. Warranty Documentation

- a. Copy of manufacturer's warranty on company letterhead.

1.05 QUALITY ASSURANCE

A. Qualifications

1. Manufacturers

- a. The complete power generation system shall be the product of one manufacturer who has been regularly engaged in the production of complete generating systems for at least twenty-five years.

2. Suppliers

- a. The supplier vendor shall be the engine-generating system manufacturer's authorized local representative that shall provide installation assistance, start-up services, and Owner's staff training. The supplier shall have 24-hour service availability with factory-trained technicians qualified to perform trouble-shooting, repairs on the system, and warranty compliance

services. The supplier of the emergency generator system shall be authorized by the manufacturer to complete all warranty work on the complete emergency generator system, including the engine, generator, and generator enclosure. Suppliers that employ third party companies to administer warranty services are not acceptable. The emergency generator supplier shall also provide a temporary generator in the event a warrantable service takes greater than 48 hours to complete. This temporary unit shall be provided at no additional cost to the Owner.

B. Unit Responsibility

1. Assign unit responsibility to the manufacturer of the GenSet provided under this section. This manufacturer is the unit responsibility manufacturer and has unit responsibility for the GenSet equipment assembly specified in this section. Provide a completed, signed, and notarized Certificate of Unit Responsibility.

C. Preconstruction Testing

1. Manufacturer Factory Testing

- a. Functional Tests: Perform functional testing of the complete power generation system final assembly at the GenSet manufacturer's factory to assure proper system operation.
  - 1) Load test the GenSet after the assembly is installed into the enclosure and operate continuously without stoppage for a period of four (4) hours.
  - 2) Operate the GenSet for one hour at  $\frac{1}{2}$  and  $\frac{3}{4}$  load, and four (4) hours at full load, at 0.8 power factor or greater. Restart the test, if stopped for any reason.
- b. Prototype Test: The GenSet manufacturer shall certify that engine, generator, and controls have been tested as complete systems in accordance with NFPA 110 of representative engineering models (not on equipment sold).
- c. Sound Test: Provide a GenSet factory test for sound pressure level measured in accordance with IEEE Standard 85, Test Procedure for Airborne Sound Measurement on rotating electrical machines. Refer to paragraph 2.1 for sound test criteria.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Storage and Handling Requirements

1. Lift generator set using manufacturer approved straps. Only lift by approved lifting lugs on the generator set.

1.07 FIELD CONDITIONS

A. Ambient Conditions

1. The GenSet manufacturer shall verify that the diesel engine is correctly sized and is capable of driving the generator with all accessories in place and operating, at the generator's kW rating after derating for the range of temperatures expected in service and the project site altitude.

1.08 WARRANTY

A. Manufacturer/Supplier Warranty

1. Provide a two (2) year parts and labor warranty, which includes travel time.
2. Include warranty protection for the battery.



2.01 DESIGN REQUIREMENTS

A. Engine:

1. Rating: Engine brake horsepower shall be sufficient to deliver full rated GenSet kW/kVA when operated at rated rpm and equipped with all engine-mounted parasitic and external loads such as radiator fans, fuel pumps, and cooling water pumps.
2. Fuel: Diesel engines shall be able to deliver rated power when operating on low-sulfur No. 2 diesel fuel having 35 degree API (16°C, 60°F) specific gravity.
3. Fuel Consumption: Diesel fuel rates shall be based on fuel having a low heating value (LHV) of 42,780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/l (7.001 lb. / U.S. gal).

B. Generator:

1. Generator complete assembly shall comply with UL 2200.
2. Generator performance: Voltage dip for motor starting shall not exceed 15% for any individual load step.

C. GenSet Start Time and Load Acceptance: Engines shall start, achieve rated voltage and frequency, and be capable of accepting load within 10 seconds.

D. Noise Requirements and Control:

1. GenSet enclosure sound pressure level when GenSet is fully loaded shall be not greater than Level-2: 70 dBA at 7 meters (23 feet) from enclosure.

2.02 MANUFACTURERS

A. The Owner and Engineer believe the following candidate manufacturers are capable of producing equipment and/or products that will satisfy the requirements of this Section. This statement, however, shall not be construed as an endorsement of a particular manufacturer's products, nor shall it be construed that named manufacturers' standard equipment or products will comply with the requirements of this Section.

B. The candidate manufacturers include the following:

1. Caterpillar
2. Cummins
3. Engineer approved equal

2.03 ENGINE EQUIPMENT

A. General

1. Provide a single stationary, liquid cooled, 1800 rpm, four-cycle design, direct injection engine with forged steel crankshaft and connecting rods. Systems with dual-engine generators in one enclosure will not be permitted.
2. Engine Cylinder Block: Cast iron with replaceable wet liners with four valves per cylinder. Provide 6, 12, or 16 cylinders engine with turbocharger and after-cool, as required by the GenSet manufacturer.

3. Do not manufacture the GenSet engine with any Class I ozone depleting substances (ODS) as defined by Federal Register Vol. 57 No. 86. Provide a GenSet that is pre-certified EPA Tier-2 emission requirements.
  4. Provide a GenSet in compliance with the local Air Pollution Control District (APCD) regulations. Furnish certified test reports for APCD acceptance. Engine emissions shall meet or exceed the US EPA's applicable Tier standards and requirements for stationary, non-road diesel emission standards. The EPA Certification Level shall be based on the specific kW rating of the GenSet.
- B. Structural Steel Frame:
1. Securely mount the generator, radiator, and engine on a heavy welded steel frame structure that is stiffened and cross-braced to provide a rigid mounting base.
- C. Engine Accessories
1. Equip the engine with manufacturer's standard air filters, fuel filters, pressure gauges, lubricating oil cooler, filters, and pressure gauge, water pump and temperature gauge, service hour meter, flywheel, and flywheel housing when applicable.
- D. Engine Fuel System:
1. Fuel/Water Separator: Provide a fuel/water separator to protect the fuel system from water damage.
  2. Fuel Lines: Provide flexible fuel lines between engine and fuel supply to isolate vibration.
  3. Fuel System Maintenance: The fuel transfer pump, injection pumps, rack and pinion assembly, and timing mechanism shall be maintenance and adjustment free for the life of the equipment. The fuel filter shall not require changing more frequently than once per year. Provide a fuel filter with spill containment and catch pan for about three gallons of fuel.
- E. Governor:
1. General: The engine governor shall control engine speed and transient load response. The governor shall be selected, installed, and tested by the GenSet manufacturer.
  2. Speed Control: The engine governor shall be an electronic speed-control actuator. Speed droop shall be 0 (isochronous) from no load to full rated load.
  3. Frequency Regulation: The steady state frequency regulation shall be within 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear.
  4. Remote Speed Control: Provide a provision for remote speed adjustment.
  5. Actuator: The forward acting actuator shall move to the minimum fuel position in the event of a DC power loss.
- F. Cooling System:
1. General: Provide an engine jacket water cooling system that is a closed circuit design with provision for filling, expansion, and de-aeration.
    - a. The cooling pump shall be driven by the engine. Auxiliary coolant pumps required for heat exchangers or separate circuit after-cooling shall be engine driven.
    - b. The cooling system shall tolerate at least 172 kPa (25 psi) static head. Coolant temperature shall be internally regulated to disconnect external cooling systems until operating temperature is achieved.

2. Engine Mounted Radiator: Heat rejected to the engine jacket water shall be discharged to the atmosphere through a close-coupled radiator.
3. Coolant: The unit shall have an antifreeze / coolant mixture. The radiator shall cool the jacket water while the engine is operating at full site capability and 0.062 kPa (0.25 inch water column) external air restrictions.
  - a. Additional restriction affecting airflow shall not limit the radiator's capability to adequately cool at maximum site temperature. Provide air flow to meet ambient conditions at specified ratings at 100% rated connected load.
4. Fan and Belt Guarding: Cover the fan, fan drive, and fan belts with 14 gauge punched steel mesh guarding for personnel protection. Conform the guarding to IEC 34-5, ISO and OSHA standards.
5. Radiator Fan: Provide a propeller type radiator-cooling fan driven from the engine with the air drawn from the engine side and exhausted through the radiator core.
6. Inlet Air System: The engine air cleaner shall be engine mounted with maintenance access. The maximum restriction to the combustion air inlet shall not exceed engine manufacturer requirements where external ducting provided.

G. Exhaust System:

1. General: Provide an engine exhaust system that discharges combustion gases safely and without leakage with minimum restriction. Design the critical sound silencer for minimum restriction without excessive back-pressure.
  - a. Fabricate engine exhaust piping of Schedule 40 carbon steel, type 321 or 316 stainless steel with long radius 90 degree bends. Install piping with 9-inch minimum clearance from combustible material or incorporate appropriate insulation and shielding, as appropriate for personnel safety. Provide a stainless steel flexible connection between the engine and exhaust piping.
  - b. Support and anchor exhaust piping to prevent weight or thermal growth being transferred to the engine. Provide flexible expansion fittings to accommodate thermal growth. Provide support dampers and spring isolators to isolate vibration.
  - c. Pitch long runs of exhaust piping away from the engine and install water traps at the lowest point. Provide a 1-inch diameter capped sample port for emissions testing. Provide ports 90-degrees apart on a straight section of exhaust piping.
  - d. Extend exhaust stacks to avoid fumes and odors inside enclosure and install to minimize noise.
2. Silencer-Critical: Provide a residential quality silencer. Fully house and enclose the silencer.

2.04 THERMAL INSULATION WRAP

A. General:

1. Provide thermal insulation wrap or other acceptable method for insulating the hot surfaces on generator engines for personnel and structure safety.

B. Surfaces:

1. Wrap hot surfaces within the enclosure to protect personnel and structure, as recommended by the manufacturer.

## C. Execution:

1. Provide thermal insulation blanket that is easily removed without damaging the blanket during maintenance or repair of the engine.
2. Provide stainless steel removable lacing. The use of "hot rings" for binding edges or securing blankets is unacceptable.

## 2.05 GENERATOR SYSTEM

## A. Generator:

1. Provide a generator that is synchronous, four-pole, revolving field, pre-lubricated bearing, air cooled by a direct drive centrifugal blower fan, and directly coupled to the engine with flexible drive discs.
2. The armature shall have skewed laminations of insulated electrical grade steel, two-thirds pitch windings. The rotor shall have amortisseur damper windings of layer-wound, mechanically-wedged winding construction. Dynamically balance the rotor.
3. Insulation system components shall meet NEMA MG1 temperature limits for a Class H insulation system. Actual temperature rise measured by resistance method shall not exceed 125 degrees C to provide additional allowance for internal hot spots.
4. The generator insulation systems shall be suitably impregnated for operation in severe environments for resistance to sand and other air-borne contaminants.

## B. Exciter:

1. Provide a permanent magnet generator (PMG) to provide excitation power to the automatic voltage regulator for immunity from voltage distortion caused by non-linear loads on the generator.
2. The PMG shall sustain field excitation power for optimum motor starting and shall sustain short circuit current for selective operation and coordination of system overcurrent devices.
3. The PMG exciter insulation systems shall be suitably impregnated for operation in severe environments for resistance to sand and other air-borne contaminants.

## C. Voltage Regulator:

1. The automatic voltage regulator shall be temperature compensated, digitally controlled pulse width modulated solid-state design, and include over-voltage and over-current protection functions.
2. Over-voltage protection shall sense generator output voltage. In the event of regulator failure or loss of reference, the regulator shall shut down its output on a sustained over-voltage of one-second duration.
3. Over-excitation protection shall sense regulator output and shut down its output if overload exceeds ten seconds duration. Both over-voltage and over-excitation protection shall be latched, requiring the generator to be stopped for reset.
4. Maintain generator output voltage within 1% of rated value for any load variation between no load and full load and drift no more than within 0.5% of rated value at constant temperature.

## 2.06 ENGINE GENERATOR SYSTEMS

## A. Engine Starting System:

1. Provide an engine starting system including 24 Vdc starting motor(s), starter relay, and automatic reset circuit breaker to protect against butt engagement.
2. Furnish and size required cables for power feeder circuit requirements and capable of starting the specified engine within 10 seconds at the elevation and ambient environmental conditions specified herein.

B. Water Jacket Heater:

1. Provide jacket water heater(s) to maintain coolant temperature of 32°C (90°F) while the engine not running. Heaters shall accept 480V three phase power and include thermostatic controls. Reference electrical drawings for appropriate/available voltages.

C. Batteries:

1. Select and supply batteries for GenSet starting and control by the GenSet manufacturer. Battery warranty (3-years) shall be the responsibility of the GenSet manufacturer. Protect batteries from engine fuel leaks.
2. Provide maintenance free SLI lead acid type batteries with through-partition connectors and mount near the starting motor. Mount batteries on a corrosion resistant or coated steel battery rack close to the starting motor as practical and allow personnel access for inspection and maintenance.
3. Provide starting batteries rated 24 Vdc with ampere-hour and ampacity sizing to provide minimum cranking amperes that includes the sizing requirements to allow for engine oil viscosity, ambient starting temperature, project elevation, and accessories. Batteries shall be capable of a minimum of four crank cycles (rolling) of the specified prime mover and have sufficient current available for "break-away" currents for the particular engine used at the specified worse case temperature.

D. Alternator:

1. Install an engine-mounted belt-driven battery charging alternator with an automatic voltage regulator. Alternator and regulator suitable for the application.

E. Battery Charger:

1. Provide a dual rate 10-ampere battery charger that shall accept 120 Vac single phase input to provide 24 Vdc output.
2. Fuse the battery charger on the AC input and DC output, and incorporate current limiting circuitry to avoid the need for a crank disconnect relay. The charger shall be rated for operation at plus 50°C ambient. Charger voltage regulator shall be temperature compensated.
3. Mount a voltage power switch on the face of the charger and shield from accidental switching. Include an AC ammeter and voltmeter and a failure malfunction alarm switch with the charger. House the charger in an enclosure suitable for mounting inside the outdoor enclosure.

2.07 FUEL STORAGE SYSTEM

- A. Provide a dual wall subbase fuel tank with adequate capacity to allow the diesel-generator unit to operate continuously to provide for the load as required in paragraph 2.01 for the greater of at least 30 hours at pump station normal operating load or a minimum of 4,000 nominal gallons of fuel to match the previous Genset dimensions for fuel storage of 4,719 gallons. Construct the tank of coated steel with all access ports and vents located on the top horizontal surface. Pressure and load test the tank according to UL 142 and provide UL listing. The tank shall be capable of supporting the weight of the generator, isolators and enclosure, and shall have four lifting eyes capable of lifting the entire generator set package. Provide low level and leak detector float switches, both wired to control panel alarm lights, dry contact output signals for each status, and a tank mounted fuel gauge. Equip the fill opening with a closure designed so that it may be locked and spill containment.

## 2.08 OUTDOOR ENCLOSURE

## A. General:

1. Provide an acoustical enclosure to house the engine generator and the auxiliary equipment required for the electric power generating system. The enclosure shall be a weather-protected, sound attenuated enclosure complete with fire extinguisher and field electrical connection provisions.

## B. Sound Attenuation Enclosure:

1. Enclose the entire engine-generator assembly, including the battery, battery charger, control panel, and radiator in an aluminum or galvanized steel enclosure suitable for an outdoor environment. The enclosure shall be a walk-in or non-walk-in, weather protected, sound attenuated structure designed to reduce the generator set noise.
2. Provisions shall be made on the enclosure for mounting the engine exhaust silencer. Provide louvers or dampers to allow adequate radiator ventilation during operation without reducing the rating of the engine-generator unit.
3. Provide stairs and platform from grade to the entrance of the generator enclosure where the elevation difference is greater than 1'-0" from final grade. Include safety rails and platforms on stairs to provide access to all access doors on each side of the generator. Provide aluminum to provide a corrosion resistant finish.
4. Place sound absorbing insulation at the walls and ceiling with intake and discharge chambers insulated to restrict the transmission of generator set noise. Provide NEC required 3-foot clear workspace in front of the generator circuit breaker and generator control panel. Provide fixed vane weather-proof acoustic intake louvers with hinged access and sized per the engine's cooling and combustion airflow requirements.
5. Provide galvanized perimeter frame structure bracing to allow the enclosure to be removed as a unit without disassembly. Provide crane lifting eyes where required to move enclosure. Provide peaked roof for rain run-off.

## C. Doors &amp; Platforms

1. Enclosure shall contain four personnel outside entrance double-gasketed doors for entering the engine/generator compartment. Fabricate doors from aluminum with heavy duty continuous stainless steel piano hinge with stainless steel fasteners and pins.
2. Flush mount a lockable outside door latch mechanism. Do not allow hardware to protrude beyond the perimeter of the enclosure to facilitate normal handling and shipping aboard container ships or by highway semi-tractor trailer.
3. Provide complete aluminum, stair, platform, and guard rail assembly to access all doors on the exterior enclosure.

## D. Surface Preparation and Painting:

1. Surface preparation and painting for the enclosure by the container manufacture shall be as follows:
  - a. Steel sheeting: Galvanized steel.
  - b. Steel components: Force dried and painted with a two-part epoxy primer and high gloss finish polyurethane topcoat.
  - c. Caulk open seams with a sealant to prevent rust seepage after painting.

- E. Exterior Color:
1. Paint the enclosure exterior based on the manufacturer's available, standard color options. The Owner will select paint color.
  2. Submit exterior paint color chip for approval and provide one gallon of the same paint for touch up purposes to the Owner.
- F. Fire Extinguishers:
1. Provide one 10-pound (4.5 kg) carbon dioxide portable bottle type fire extinguishers wall mounted within the GenSet enclosure.
- G. Electrical Connections:
1. House the generator main circuit breaker in a NEMA-12 gasketed metal enclosure installed within the enclosure. Provide a NEMA-12 gasketed terminal box for control and instrumentation wiring, separated from power connections, and show terminal box location in the submittal documentation.
- H. Ventilation:
1. Hinge the fixed vane intake louvers for access and size per the engine's cooling and combustion airflow requirements. Separate the intake louver from the exhaust louver.
  2. Orient each louver to minimize superheating of the intake air. Use air directional acoustic barrier plates to mitigate sound escaping from the enclosure while not impeding airflow necessary for combustion and cooling. Install water separator to catch and drain of standing water on the louvers.
  3. A sound insulated baffle shall be installed six inches below the opening of the fan and shall extend twelve inches beyond the fan opening.
- I. Sound Attenuation:
1. The enclosure shall be sound attenuated with composite sandwich construction of perforated metal enclosure either non-flammable mineral fiber or fiberglass. The interior wall surface shall be 20-gauge perforated aluminum metal construction.

## 2.09 CONTROLS

- A. Engine-Generator Control Panel:
1. Have the engine-generator manufacturer design and build the control panel and mount it near the generator with vibration dampening mounting devices.
  2. Provide a 100 percent solid state microprocessor based control circuitry, sealed dust tight, watertight modular components, and digital instrumentation. Provide IEC-IP52 or NEMA 12 enclosure ratings. Comply with IEC 60529 or NEMA standards for enclosure protection. Label the control panel with ISO symbols.
  3. Display critical parameters such as operating hours, engine RPM, battery DC volts, oil pressure, jacket water temperature, including the specified engine and electrical parameters.
  4. Control panel shall provide digital outputs for connection to the SCADA monitoring system:
    - a. Run Status
    - b. Fault Status

- c. HOA switch, in Auto status
  - d. Fuel Tank Leak Alarm
- B. Engine Monitoring Devices:
- 1. Engine monitoring signals provided by engine mounted lubricating oil pressure and coolant temperature transducers shall be communicated over a serial data link through a Data Sending Unit (DSU) to the control panel receiving module. The safety logic shall shut the engine down if the serial data link is lost.
- C. Control Functions:
- 1. Provide control panel front mounted devices such as generator voltage control device, ammeter/voltmeter phase selector switch, control selector switches, and pushbuttons. Provide control and monitor devices identified and labeled with ISO symbols.
  - 2. Provide start-stop logic for cycle cranking and cool down operation and red-mushroom head emergency-stop maintained pushbutton.
- D. Control Wiring:
- 1. GenSet control wiring: Number 16 AWG stranded wire and control panel ground wire
  - 2. Number 12 AWG with green and yellow striped insulation rated. Rate conductors 90°C 600 Vac insulation with UL or CSA listing.
  - 3. Provide wire identification on the conductor 6-inches from the terminal and protect wire from sharp bends and metal edges.
  - 4. Provide four sets of Form-C dry contacts rated at 2 amps for remote customer alarming.
- E. Alarm and Shutdown Conditions:
- 1. Indicate the following alarm and shutdown conditions and provide a RESET device to clear fault:
    - a. Low oil pressure: pre-alarm
    - b. High engine temperature: pre-alarm
    - c. Low engine temperature: pre-alarm
    - d. Low fuel: pre-alarm
    - e. Low battery DC voltage: pre-alarm
    - f. Generator output circuit breaker (trip or off): alarm
    - g. Generator overload: alarm
    - h. Low oil pressure: shutdown
    - i. High engine temperature: shutdown
    - j. Low coolant level: shutdown
    - k. Over-crank: shutdown



- l. Over-speed: shutdown
- m. Over-voltage: shutdown
- n. Under-voltage: shutdown
- o. Under-frequency: shutdown
- p. High battery voltage alarm
- q. Low battery voltage alarm
- r. Normal battery voltage indication
- s. Battery charger malfunction alarm
- t. Spare (2): alarm and shutdown

F. Metering:

1. Provide digital metering with 0.5% accuracy.
2. Provide true RMS indication that includes the total harmonic voltage and current content:
  - a. Voltmeter
  - b. Ammeter
  - c. Frequency meter
  - d. Phase select switch
  - e. Running time

G. Alarm Module:

1. Provide integral digital alarm annunciator for indication and audible alarm per NFPA Standard 110 on the engine-generator control panel. Provide lamp test switches, alarm horn silence-button, and first-out alarm detection.

H. Communications:

1. Provide discrete/digital I/O and terminal blocks for the following signals. The signals will connect to the existing onsite RTU and SCADA system: Genset Run, GenSet In Auto, Genset Shutdown, Tank Leak Alarm, Tank Low Level, Tank High Level
2. Provide Modbus TCP communications at the Control Panel to connect to the local Remote Telemetry Unit (RTU). Control panel will communicate over Ethernet link for monitoring and remote start.

I. Grounding Resistor

1. Furnish one neutral grounding resistor with each generator, to connect to the generator neutral to limit ground fault currents.
2. Grounding resistors and enclosures shall be designed, manufactured and tested in conformance with IEEE 32 standards for neutral grounding devices and in accordance with the latest applicable sections of NEMA, ANSI and UL.

3. The resistor elements shall consist of an edge wound helix strap wound around a ceramic core on a longitudinal steel bar. Support elements individually at each end by glazed ceramic insulators in such a manner that permits expansion and contraction. Join elements electrically by stainless steel connectors welded to stainless steel terminals. Rate resistors for 2400 volts line-to-neutral (4.16 kV system), 200 amperes, ten second rating without exceeding 760 degrees C temperature rise up through one minute duty in conformance with IEEE Standard 32, at 50 degrees C ambient.
  4. Provide the resistor with a current transformer rated 200/5 Ampere ratio mounted on the input end of the resistor to measure current flow through the resistor. The current transformer shall be protective relay class and the secondary shall be wired to a shorting type terminal block mounted in the junction box on the resistor support frame. Relaying to sense current flow and trip the appropriate circuit breaker will be furnished as part of the Generator Switchgear Master Control Panel by others. Resistor shall be rated based on 50 degrees C ambient.
  5. Porcelain base insulators shall be of pin and cap type construction for applications of 4160 Volts or higher and conform to ANSI Standard C29.8.
  6. Mount the neutral grounding resistor in a floor mounted, free standing hot-dip galvanized steel framed, screened enclosure, complete with lifting lugs. The screened enclosure shall completely enclose the resistors, bushing terminals, and current transformer. The screen material shall be hot-dip galvanized steel with openings no greater than 0.5 inch square. Screens shall be removable. Furnish a ground pad and insulate the resistor from the frame with porcelain insulators as required. Furnish a bushing connection at one end for the generator neutral and the ground connection at the other end separate from the frame ground.
  7. Neutral grounding resistor enclosure shall have provisions for current transformers, stand off insulators, entrance bushings and terminal lugs. Mount current transformers furnished by others in the terminal box of the neutral grounding resistor.
  8. Grounding resistor and enclosure shall be as manufactured by Schneider Electric, Eaton, IPC Power Resistors, Post Glover Resistors, Inc. or equal.
  9. The resistor shall be completely factory assembled, wired, tested and shipped complete. Standard factory tests shall include over potential tests for the resistor element, ohmic value and circuit continuity.
- J. Existing Conduit Stub Up Locations:
1. All conduit entry into the generator must match the existing site conduit stub up locations. The existing stub up locations are from a previously installed Caterpillar 3516-HD, 2500kW standby generator. Refer to the attached documentation for as-built drawings with conduit stub up locations. Existing Caterpillar Product Identification Number: CAT3516CPSBK00436.

## PART 3 EXECUTION

### 3.01 INSTALLATION

#### A. General:

1. Installation will be by a third-party contractor under a separate contract. Contractor will install and connect the GenSet in accordance with manufacturer's recommendations. Manufacturer will certify installation.
2. Verify the equipment pad is sized for the GenSet size per submittal information, level, with ground pad installed.

#### B. Signs:

1. Provide NEMA MG1-22.61 GenSet nameplate. Provide laminated equipment, device, and panel nameplates.
  2. Provide one nameplate with minimum ½-inch lettering per NEC 702.7 for Contractor installation on the Service Entrance Equipment: "Standby Generator located Outside Booster Pump Station Building".
- C. Conduit Transitions at Slab:
1. Connection from underground conduits to GenSet equipment shall transition via PVC coated flexible steel conduits. Loose or open cabling will not be permitted.
- D. Protection Post Barriers:
1. Provide a minimum 4-inch diameter concrete filled 36-inch high posts around the GenSet. Post shall be removable with locking pin device to keep in place. Provide post at each corner within 3-feet from the enclosure and with 3-feet between posts.

### 3.02 FIELD INSPECTION AND TESTING

A. Pre-delivery Inspection:

1. Provide a pre-delivery inspection performed by the system manufacturers' local dealer at the dealer's facility to ensure no damage occurred in transit. Verify GenSet components, controls, and electrical equipment is included as specified herein. Verify the NEC work access to electrical power equipment and control equipment is provided as specified.

B. Pre-Delivery Supplier Facility Testing:

1. Prior to delivery of the GenSet to the project site, test the GenSet to verify it is free of defects, starts automatically, and carry full load. Perform test at the facility of the system manufacturer's authorized supplier.
2. Conduct the testing on dry type, resistive load banks capable of precise incremental loading. Salt water brine tanks or load banks requiring water as a source of cooling will not be allowed.
3. Provide separate test grade instrumentation to monitor the GenSet using the load bank. Read and compare the GenSet monitoring instruments to the amperage and voltage on each phase. Record both readings and compare in the test report.

C. Pre-Delivery Testing Procedure:

1. Provide a pre-delivery test and operation that includes the ATS setup, test, and operation performed by factory trained technicians with test equipment, facilities, and consumables provided by the supplier.
2. Schedule the Owner representative or Engineer to witness all tests. Perform the test on the complete fabricated GenSet within sound attenuated enclosure.
  - a. Check electrical, exhaust, fuel and water connections for proper size, continuity and tightness of fittings.
  - b. Check fluids for appropriate levels and jacket water heater operation.
  - c. Correct defects during the test at no additional cost to the County prior to shipment to the job site.
  - d. Connect a 100 percent rated resistance load bank equivalent to the nameplate rating at unity power factor.

- e. Run the GenSet for 1.5 hours during first initial run for proper engine break-in, (0.5-hour no-load, 0.5-hour at 50 percent rated load, 0.5-hour at 75 percent load) then 100 percent for 2 hours, or similar manufacturer recommended test operation sequence.
  - f. Extend the test period until oil and water temperatures have stabilized for a period not less than 30 minutes.
  - g. Maintain test records at fifteen minute intervals to record water temperature, fuel pressure, oil pressure, ambient air temperature, voltage, amperage, frequency, kilowatts and power factor.
  - h. Test safety devices using methods recommended by the manufacturer. Test results shall be documented and submitted for approval.
  - i. Setup the control system to allow engine to cool before shutdown.
- D. On Site Post-Installation Testing:
1. Following installation, have the system manufacturer's qualified representative perform the following tests by in the presence of the Owner's representative.
    - a. Pre-start Checks:
      - 1) Oil level
      - 2) Water level
      - 3) Belly tank fuel level
      - 4) Battery connection and charge condition
      - 5) Engine to control interconnects
      - 6) GenSet intake/exhaust obstructions
      - 7) Engine room ventilation obstructions
      - 8) Removal of all packing materials
- E. Field Tests:
1. Have factory trained technicians perform the GenSet field test at the project site with test equipment, facilities, and consumables including fuel and lubricants provided by the supplier. Provide a full tank of diesel fuel when the testing is completed and the GenSet is available for operation.
  2. Owner's representatives shall witness the field tests. Provide to the Engineer written notice of the date field testing will commence a minimum of two weeks prior to that date.
  3. Conduct the following field tests:
    - a. Check electrical exhaust, fuel and water connections for proper size, continuity and tightness of fittings.
    - b. Check fluids for appropriate levels and jacket water heater operation.
    - c. Start engine and make initial start-up check of operational equipment.

- d. Upon completion of initial start-up and system checkout, schedule the witnessed field test to demonstrate load carrying capability, stability, voltage and frequency.
- e. Operate the GenSet for 1-hour for proper engine break-in and record water temperature, fuel pressure, oil pressure, ambient air temperature, voltage, amperage, frequency, kilowatts, and power factor.
- f. Operate a minimum of 4-hours under full load with consumables necessary for testing furnished by the contractor. Four-hour duration does not include ramp up and ramp down time.
- g. Return to normal power source and test the Switchgear transfer from normal power to standby power and the Switchgear monitoring functions by simulating the loss of normal power source.
- h. Test the Switchgear initiated "GenSet Start" condition with the load bank.
- i. Following Switchgear testing, return to normal power source and simulate a loss of normal power source to allow the generator to run the facility through three pump cycle operations. During the test, operate the maximum number of pumps that can operate at the same time for one of the pump cycles. If necessary, provide additional water to the wet well for the testing purposes.
- j. Run the generator for test duration; monitor the oil and water temperatures and record readings every fifteen minutes.
- k. Test the GenSet safety devices using methods recommended by the manufacturer.
- l. Setup the unloaded run at the conclusion of the test and the retransfer to normal power to allow engine to cool before engine shutdown.
- m. Notify the County's representative of problems and the mitigation plan.
- n. Submit the formal Test Results Report for approval.

### 3.03 TRAINING

- A. Contract with the GenSet manufacturer to provide 8-hours of training. Arrange and schedule the training with the Owner.
- B. Training shall include the following:
  - 1. Operational information for the specific equipment provided.
  - 2. Operation of the equipment in automatic and manual modes.
  - 3. Troubleshooting.
  - 4. Routine maintenance.
- C. Certify training on appropriate forms.

**END OF SECTION**

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

DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	LUMP SUM PRICE
Alcovy River Booster Pump Station Generator per specifications			\$

CERTIFICATION OF NON-COLLUSION IN BID PREPARATION \_\_\_\_\_  
 (AUTHORIZED SIGNATURE) (DATE)

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

<b>Addendum No.</b>	<b>Date</b>	<b>Addendum No.</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____

**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 bid schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.**

Legal Business Name \_\_\_\_\_

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

Complete Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

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

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

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

**REFERENCES**

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

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

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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

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

**LIST OF SUBCONTRACTORS**

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

NAME AND ADDRESS	TYPE OF WORK/TASK

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





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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

**For Gwinnett County Use Only:**

**Document ID #** \_\_\_\_\_

**Issue Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

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



### CODE OF ETHICS AFFIDAVIT

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

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

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

2. (Please check  one box below)

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

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

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

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

4. \_\_\_\_\_ Sworn to and subscribed before me this

BY: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Authorized Officer or Agent Signature

\_\_\_\_\_

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. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)

**STANDARD INSURANCE REQUIREMENTS**

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

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) 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 (61<sup>st</sup>) 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).**

#### **XXXI. 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).**

#### **XXXII. 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.

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

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

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

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

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

#### **XXXIV. 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.

#### **XXXV. ELECTRONIC PAYMENT**

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

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

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

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

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

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

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

# BL008-21

**Buyer Initials: DG**

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

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

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

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

SIGNATURE