



September 22, 2021

**INVITATION TO BID
BL108-21**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **On-Call Electrical Repair, Maintenance, and Installation Services on an Annual Contract** with four (4) additional one-year options to renew for the various Gwinnett County Departments.

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 Thursday, October 14, 2021**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

A WebEx pre-proposal meeting is scheduled for **10:00 A.M. local time on October 05, 2021**. To access, dial 1-408-418-9388, enter Access Code 2342 123 7394. All interested parties are urged to attend. Questions regarding bids should be directed to Brittany Taylor, Purchasing Associate II, at Brittany.K.Taylor@gwinnettcounty.com or by calling 770-822-7759 **no later than 11:00AM on October 06, 2021**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

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

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

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

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

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

Brittany Taylor

Brittany Taylor
Purchasing Associate II

The following pages should be returned in duplicate as your bid: Bid Schedule, Page 8-9
References, Page 10
Employee Qualifications, Page 11-12
Contractor Affidavit, Page 13
Code of Ethics, Page 14
List of Subcontractors, Page 15

ON-CALL ELECTRICAL REPAIR, MAINTENANCE, AND INSTALLATION SERVICES

SPECIFICATIONS

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified Contractors to provide On-Call Electrical Repair, Maintenance, and Installation Services for various Gwinnett County Departments. The County will select the two responsive and responsible bidders with the lowest costs based on their bids. The required services are described in Section I, Scope of Services, outlined below.

I. SCOPE OF SERVICES

The scope of services includes inspections, maintenance, repairs, and installations of electrical systems, components, and equipment as required by the County's service requests. Services shall include all transportation, equipment, materials, parts, and labor necessary to satisfactorily complete the authorized tasks.

A. Types of Services Required:

The contractor shall be called upon to perform repairs, installations, and services that involve the following:

1. Main electrical service connections, excluding transformers, switch gear, and on-site cabling that are the responsibility of the electrical service company.
2. Switch gear, electrical service panels, circuit breakers, and service disconnects.
3. Automatic transfer switches.
4. Conduit, raceways, cabling, wiring, and connections for services and circuitry to power outlets, lighting fixtures, and electrical and electronic equipment.
5. Power outlets.
6. Exterior and interior lighting fixtures and associated ballasts, circuitry, switches, dimmers, controllers, and lamps. Exterior lighting fixtures may include pole mounted lights accessible only by boom trucks or mechanical lifts, and interior fixtures may include those accessible only by mechanical lifts or special ladders.
7. Motor starters and controls, power wiring and connections to HVAC equipment, water heaters, and electric water coolers.
8. Network and data communication and control cabling, including but not limited to CAT 5, coax, and fiber optic.
9. Installation and termination of field devices associated with low voltage controls and building safety and security systems.

B. Standard Service Request Procedures:

The County's Facilities Management Division will request the contractor's services through an electrical services work order request form. For services, installations, or repairs expected to cost less than \$2,000.00, the contractor will not typically need to provide a cost estimate.

Authorizations to proceed with tasks of this magnitude may be made verbally, or through email, by the County Representative. For services, installations, or repairs expected to cost more than \$2,000.00, the contractor is normally required to provide a detailed cost estimate for the work.

This estimate shall include labor costs by time and rate, and all costs, with mark-ups, for materials and parts. It also shall indicate the dates and times and the time frame in which the work will be implemented. The contractor will return the completed form to the County Representative and will not initiate the work until it has received authorization from the County. A copy of the electrical services work order request form and the signed authorization, when applicable, shall accompany the contractor's invoice.

For standard service requests described above, or those under \$2,000 in value, the contractor shall reply to the County Representative with an estimate and work plan within one (1) business day of the receipt of said request; and on those with more than \$2,000 in value, the contractor shall provide its estimate in the required format within three (3) business days of receipt of said request. If the latter type of service request has a project level scope that will require more intensive site investigation and analysis, the contractor may request an extension of the specified period to prepare its estimate and work plan. On standard service request work under \$2,000 in value, the contractor is required to initiate work within two (2) business days of the authorization to start. On service request work of more than \$2,000 in cost, the contractor must start and complete work within the timeframe authorized by the County Representative.

For the Department of Community Services, the Contract coordinator will request contractor's service through a phone call or e-mail. A Work Order number will be assigned along with information of the task requested. Depending on the scope of work an estimate may or may not be requested. If the project is not an immediate need, then an estimate will be requested, and NO work can be performed before the Purchase Order is received. No work shall be performed without a verbal or written authorization.

C. Emergency Service Request Procedures:

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

D. Hours of Service:

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

E. Personnel Assigned to the Work:

The County requires the successful contractor to have on staff personnel with a non-restricted electrical contractor's license. In addition, the County requires the successful contractor to have on staff personnel with an unrestricted low voltage license. These personnel will provide broad oversight for all electrical work in the field and assume responsibility for ensuring that all such work meets applicable codes and industry standards. The County may request that on larger and/or more complex project-level work, the contractor provide direct field supervision and/or services by these licensed personnel.

F. Equipment, Materials, Parts, and Supplies:

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

G. Basis of Compensation:

Compensation to the Contractor for service request work will be based on the hourly labor rates, the actual cost of parts and materials plus a percentage markup not to exceed 10% and a fixed trip charge. No percentage markup allowed on rental equipment. Any rental of special equipment for the Department of Community Services must be pre-approved by the Contract Coordinator. The hourly labor rates on the Bid Schedule shall include all costs associated with transportation by service vans and trucks as well as all costs for hand tools, power tools, ladders, carts, testing equipment, and miscellaneous items and consumables normally associated with electrical service calls for repair and installation work. Hourly labor rates shall begin when the contractor's personnel reaches the service site and shall end when leaving the service site. A single trip charge per service request shall be applied to cover time in transit. Overtime rates may be charged for time outside of the "normal hours" specified in these documents and the bid. Contractor agrees that it will provide documentation of costs for replacement equipment, parts and materials upon request of the County. The County shall not be charged for labor hours associated with the provision of cost estimates and proposals, unless the County Representative has authorized such costs in writing.

H. County Representative:

In administration of the services under this contract, the County will be represented by various department representatives, who are referenced herein as the County Representative. For the Department of Community Services, the representative will be the Contract Coordinator. The role and primary responsibilities of these representatives are noted in other paragraphs through descriptions of their relationships to the contractor. The representatives may designate other personnel to provide the same directions or decisions as described herein.

II. PERFORMANCE STANDARDS AND QUALITY ASSURANCE**A. Applicable Industry Standards:**

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

B. Protection, Cleaning and Restoration of Work Sites:

Contractor shall keep work sites clean and free of debris. When providing services, contractor shall maintain a level of cleanliness and neatness needed for proper execution of the work. Contractor shall keep newly installed work clean and protect it from damage. When services are complete, contractor shall clean the work site, in all areas disturbed by its activities, of rubbish, waste material and litter; remove all tools, equipment and surplus materials from the site, and remove any temporary protection and facilities installed during its services. The contractor is responsible for any damage to public or private property. Any surfaces and/or finishes that are damaged by contractor's work shall be patched, repaired and repainted to match surrounding area. Contractor also shall take precautions to protect trees, shrubbery, and sod at its service locations. Where such items are inadvertently destroyed or damaged, contractor shall replace or restore to the County's satisfaction at no cost to the County.

C. Waste Disposal:

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

D. Safety Precautions and Requirements:

1. Contractor shall take precautions to prevent fires and facilitate fire-fighting operations. Contractor shall store flammable materials in non-combustible containers and store away from fire sources and shall remove flammable waste regularly from the work site. Contractor also shall carefully supervise operation of potential fire sources such as cutting and welding.
2. Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall provide barricades and signs as required to protect contractor's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations.
3. Contractor shall provide and require use of safety equipment, clothing and accessories as required by its work activities and safety regulations.

E. Warranties

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

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

III. REPORTS AND INVOICING**A. Service Report Requirements**

Each completed Service Request shall be documented by a contractor Service Report or documented on a completed work order request form that is acceptable to the contractor and the Contract Coordinator. The format of the contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the contractor and County Representative. The contractor Service Report shall include, at a minimum, the following information:

- Bid BL Number
- County Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached).
- Location of Services - Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service This section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals
- Parts, Materials and Equipment Utilized - Descriptions, quantities, costs, applicable mark-ups, and subtotals and total
- Trip Charge
- Summary of Costs.

For the Department of Support Services, the contractor shall submit the contractor Service Reports within 48 hours of the completion of the services for smaller scale jobs and within 7 calendar days for services costing more than \$2,000. The reports shall be submitted to Gwinnett County Facilities Management Division, 75 Langley Drive, Lawrenceville, Georgia 30046, or by e-mail to the County Representative. The County Representative will review the Service Reports and let the contractor know within 5 calendar days if there are questions or concerns regarding the service or costs. The County Representative will provide written approval of Service Reports. An acceptable contractor

Service Report shall serve as the basis for the contractor's invoicing.

For the Department of Community Services, the contractor shall submit the contractor Service Report within 24 hours of the work request completion, via email to the Contract Coordinator. If there are any questions regarding the Service Report, the Contract Coordinator will review the Service Report with the contractor within 14 calendar days. The Service Report will be the basis for contractor invoicing.

B. Invoicing Procedure

The contractor shall invoice the County for its services only after there is confirmation that the information provided is acceptable to the County. If changes are required by the County, the final invoice should reflect those modifications.

The contractor shall submit its invoices preferably by email to disbursements@gwinnettcounty.com or mail to the Gwinnett County Department of Financial Services, Treasury Division, 75 Langley Drive, Lawrenceville, Georgia 30046. Invoices shall include the applicable Purchase Order Number and the Service Request Tracking Number and shall be formatted according to terms and rates in the contract. The total monetary amount on the invoice and Service Report shall correspond, and the Service Report should be attached to the invoice. It is very important that this referenced information be complete and correct. Contractor's failure to present thorough and correct information will confuse and slow the payment process.

Gwinnett County reserves the right to inspect all contractor's supplier invoices to verify material mark-ups.

IV. SPECIAL REQUIREMENTS

A. Financial Recordkeeping

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

B. Contract Value

Neither the Department of Support Services, nor any other departments, either individually or collectively, will be required to purchase any minimum amount during the term of this contract.

C. Security Clearance

The service provider shall furnish the Gwinnett County Department of Support Services a list of all staff that will be working in the facilities. Prior to the County authorizing any personnel to work inside a secure County facility, the County will conduct employment background, driving, and criminal history checks. The service provider must submit documentation for each employee being considered for clearance the following:

1. A copy of the Department of Homeland Security I-9, Employment Eligibility Verification for the person for whom authorization is sought. This form shall be the form submitted by the employee at the start of his or her employment with the firm.
2. Copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form I instructions regarding Employment Eligibility Verification.
3. (If applicable) a copy of an E-Verify Program form for the person for whom authorization is requested. This form must have the notation "Resolved/Authorized" in the Resolution Section. This requirement applies to employees hired since January 1, 2008.
4. A signed County Consent Form authorizing the County to run a criminal history and driver history check on the person for whom authorization is requested. A copy of the Consent form has been attached in the Appendix as Consent Form.

If these materials are not provided in full, the service provider will be notified that the subject employee cannot be considered. If the review of information indicates fraudulent documents, criminal history, or **any** cases pending in the Gwinnett County Court system, the subject employee also will be rejected. For all employees who provide complete documentation and receive security clearance, the County will provide authorization to work under the contract and will issue County Identification/Access Cards with photographic images. The employee must wear the Identification/Access cards whenever providing services on County property. The service provider shall insure that Identification/Access Cards are returned to the County when individuals leave the company's employ, and when the service provider's services end.

D. Insurance

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

E. Award

The contract shall be awarded to the two responsive and responsible bidders with lowest cumulative prices for all items listed on the Bid Schedule. The County reserves the right to reject any and all bids, to waive technicalities, and to make award as deemed in the best interest of the County.

VI. CONTRACTOR QUALIFICATIONS

The qualifications and experience of the contractor are critical to the County, which must have assurances that the selected firm is a responsible organization capable of professionally implementing the services requested. Because of the nature and demands of the services required by the County, it is necessary that the selected contractor be of a certain size. We have established a benchmark that a responsible firm has a minimum of thirty (30) electrical trade workers, have the capacity to handle at least five (5) service requests at different locations simultaneously, and have at least one personnel lift/bucket truck in-house. As part of its bid submission, the contractor shall provide all the information requested herein within this section. This information is needed by the County to determine the ability of the bidder to carry out the services and meet the obligations of the contract. The County also reserves the right to request additional information or make further investigations to determine the ability of the bidder to perform. The bidder's failure to provide the information requested herein, to complete the forms in full, or to provide other information requested by the County, will be cause for the County to declare the bidder non-responsive. The County also reserves the right to reject any bidder if the evidence the bidder furnishes, or investigation of the bidder, fail to satisfy the County that such bidder is properly qualified to carry out the obligations.

In addition to completing the Employee Qualifications page Contractors should submit with their bid copies of licenses of employees to be assigned to this contract.

Failure to return this page as part of bid document may result in rejection of bid
BID SCHEDULE

SECTION A – REPAIR AND INSTALLATION SERVICES				
ITEM#	DESCRIPTION	APPROXIMATE ANNUAL QTY	HOURLY RATE	TOTAL HOURLY COST
1A.	State Hourly Rate for Regular Hours Non-Restricted Electrical Contractor	1,200 HOURS	\$	\$
1B.	State Hourly Rate for Overtime Hours Non-Restricted Electrical Contractor	200 HOURS	\$	\$
2A.	State Hourly Rate for Regular Hours Unrestricted Low Voltage License	175 HOURS	\$	\$
2B.	State Hourly Rate for Overtime Hours Unrestricted Low Voltage License	20 HOURS	\$	\$
3A.	State Hourly Rate for Regular Hours Unlicensed/Journeyman	500 HOURS	\$	\$
3B.	State Hourly Rate for Overtime Hours Unlicensed/Journeyman	60 HOURS	\$	\$
4A.	State Hourly Rate for Regular Hours Helper	80 HOURS	\$	\$
4B.	State Hourly Rate for Overtime Hours Helper	20 HOURS	\$	\$
SECTION A TOTAL				\$
SECTION B – TRIP CHARGE (FLATE RATE)				
ITEM #	DESCRIPTION	APPROXIMATE ANNUAL QTY	TRIP RATE	TOTAL TRIPS COST
1.	State Trip Charge	80 TRIPS	\$	\$
SECTION B TOTAL				\$
SECTION C – PARTS PLUS PERCENTAGE MARK-UP				
1.	State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 10% of Actual Costs)	\$139,840.00	%	\$
SECTION C TOTAL				\$
OVERALL TOTAL				\$

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. **Contract to begin 01/04/2022 or upon award.**

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

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

COMPANY NAME _____

Failure to return this page as part of bid document may result in rejection of bid

BID SCHEDULE

Unless otherwise noted, quoted prices will remain firm for one (1) additional year. If a percentage increase/decrease will be a part of a renewal option, please note this in the space provided together with an explanation.

Option 1 Renewal (year two of contract period): _____% Increase _____% Decrease
Option 2 Renewal (year three of contract period): _____% Increase _____% Decrease
Option 3 Renewal (year four of contract period): _____% Increase _____% Decrease
Option 4 Renewal (year five of contract period): _____% Increase _____% Decrease
Explanation: _____

Certification Of Non-Collusion in Bid Preparation _____

Signature

Date

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

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

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

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

Legal Business Name _____

Federal Tax ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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

Telephone Number _____ Fax Number _____

E-mail address _____

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

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed. All references must be for services provided within the past three (3) years. For each reference, include the name and address of the customer; the number, size, and nature of the facilities services; the approximate yearly value of the service work for the customer; and the name and phone number of a contact person who is knowledgeable of the scope of your company's services and the quality of your performance.

Note: 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 _____

Address _____

Number/Type/Sizes of Facilities _____

Period of Service _____ Approximate Annual \$ Value _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Address _____

Number/Type/Sizes of Facilities _____

Period of Service _____ Approximate Annual \$ Value _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Address _____

Number/Type/Sizes of Facilities _____

Period of Service _____ Approximate Annual \$ Value _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____

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

EMPLOYEE QUALIFICATIONS

The quality of labor with the selected vendor is very important to the County. Please provide in writing a list of all of your employees available for these services who have at least five (5) years of experience in the field. Use separate sheets or an attached listing if necessary.

1. Name: _____ Years of Experience: _____

Education: _____

Experience Level/License or Certification: _____

Additional Information: _____

2. Name: _____ Years of Experience: _____

Education: _____

Experience Level/License or Certification: _____

Additional Information: _____

3. Name: _____ Years of Experience: _____

Education: _____

Experience Level/License or Certification: _____

Additional Information: _____

4. Name: _____ Years of Experience: _____

Education: _____

Experience Level/License or Certification: _____

Additional Information: _____

5. Name: _____ Years of Experience: _____

Education: _____

Experience Level/License or Certification: _____

Additional Information: _____

Company Name _____

General Information

Provide the following information:

1. Years in Business: _____
2. Number of Employees in Atlanta area office: _____ Number in Electrical Trade _____
3. Types and Quantities of Fleet Vehicles (Note: At least one boom truck required): _____

4. Any Shop Locations (Other than Main Office):

Safety

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

Company Name _____



Solicitation Name & No. BL108-21, On-Call Electrical Repair, Maintenance, and Installation Services on an Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

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).



BL108-21, On-Call Electrical Repair, Maintenance, and Installation Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

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

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

1. _____
(Company Submitting Bid/Proposal)

2. (Please check one box below)

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

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

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

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

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20__

Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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

GWINNETT COUNTY GOVERNMENT
Department of Support Services and Gwinnett County
Sheriff's Office
Consent Form

I, _____ hereby authorize the
(Print Name)

Gwinnett County Sheriff's Office to receive all criminal history and driving history records information pertaining to me, which may be in the files of any state or local criminal justice agency. I understand that permission for me to work within Gwinnett County facilities and receive an Identification Card for such purposes will be contingent upon the results of a complete background investigation; and I am aware that withholding information or making false statements on this form will be a basis for rejecting my submission for work within County facilities, or upon discovery, withdrawal of the permission to work within County facilities, and the required return of the associated County issued Identification Card.

I authorize any of the persons or organization referenced in this application to give to you any and all information concerning my criminal history record and driving history record, and any other information they might have, personal or otherwise, and release all such parties from all liability for any damage that may result from furnishing such information to you. I further authorize you to request and obtain any criminal history and driving history records from any federal, state, or local jurisdictions or law enforcement agencies and release all such parties from all liability for any damage that may result from furnishing such information to you.

I agree to these conditions and I hereby certify that all statement made by me on this application are true and complete.

Signature of applicant as usually written

Date

Company Name _____

GWINNETT COUNTY GOVERNMENT
Consent Form Supplement

Instructions: Please type or print legibly in ink. All questions must be answered; if a question is not applicable, so state by indicating NA (not applicable). Please be specific when completing the form to insure all information is complete, true, and correct. Omission of facts will be perceived as falsification and will be the basis for rejection of your submission, or upon discovery, withdrawal of the County issued ID and permission for work within County facilities.

Last Name _____ First Name _____

Middle Name _____ Sex _____ Race _____

Social Security Number _____ Date of Birth _____

List any nicknames, maiden names and other names you have used _____

Current Address _____

Current Telephone Number _____

List previous addresses for last five years:

Dates	Street Address	City	State
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Have you ever been convicted of or plead guilty or no contest to a felony or misdemeanor, excluding all offenses for which you were charged as a juvenile?

_____ Yes _____ No

If yes, provide details _____

Company Name _____

List all traffic citations that you have received within the last five years:

Date	Charge	Location	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you possess a valid driver's license? Yes No

State _____ License Number _____

Date of Expiration _____ Restrictions _____

Do you hold or have you ever held a license in any state other than the one listed above?

Yes No

If yes, please indicate state(s) and approximate dates license(s) were held _____

Have you ever had your license suspended or revoked? Yes No

If yes, provide details _____

Company Name _____

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

BL108-21

Buyer Initials: BT

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

*****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 uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

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

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

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

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered.

On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in

detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in

excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

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

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

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

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

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

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

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

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

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

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

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

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

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.