



October 27, 2021

**INVITATION TO BID  
BL127-21**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Full Inspection, Testing, Maintenance, Repair, and Installation Services of Fire Alarm Systems at Various County Buildings on an Annual Contract** with four (4) additional one-year options to renew for 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 **November 16, 2021** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A WebEx pre-bid meeting is scheduled for **10:00 A.M. on November 05, 2021**. To access, dial 1-408-418-9388, enter Access Code 2397 099 0803. 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](mailto:Brittany.K.Taylor@GwinnettCounty.com) or by calling 770-822-7759, **no later than 12:00PM November 09, 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](http://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, Pages 21-29**  
**References, Page 30**  
**Employee Qualifications, Page 31**  
**Contractor Affidavit, Page 32**  
**Code of Ethics, Page 33**  
**List of Subcontractors, Page 34**

## **FIRE ALARM INSPECTION, TESTING, MAINTENANCE, REPAIR AND INSTALLATION**

### **SPECIFICATIONS**

The Gwinnett County Board of Commissioners is soliciting bids from qualified Contractors to provide inspection, testing, maintenance, repair, and installation services of the fire alarm systems at various County buildings. The minimum requirements for this work are outlined in this Bid document. This Bid has the following components:

1. Inspection, testing, and maintenance services on all fire alarm systems; repair and installation services for Fire-Lite, Silent Knight, Simplex, Gamewell/FCI, Bosch, Siemens, Radionics, GE, and Audiosone fire alarm systems; and repair and installation services of non-proprietary components (such as batteries, non-intelligent devices, etc.) on all fire alarm systems.
2. Repair and installation services for Notifier fire alarm systems.
3. Repair and installation services for EST fire alarm systems.

The inspection, testing, and maintenance services; repair and installation services for Fire-Lite, Silent Knight, Simplex, Gamewell/FCI, Bosch, Siemens, Radionics, GE, and Audiosone fire alarm systems; and repair and installation services of non-proprietary components (such as batteries, non-intelligent devices, etc.) on all fire alarm systems, will be awarded to the lowest responsive and responsible bidder. Repair and installation services for Notifier fire alarm systems will be awarded to the Notifier authorized service organization submitting the lowest responsive and responsible bid. Repair and installation services for EST fire alarm systems will be awarded to the EST authorized service organization submitting the lowest responsive and responsible bid.

### **I. SCOPE OF SERVICES**

#### **A. General**

All services shall be performed in accordance with the requirements of the National Fire Protection Association, the manufacturer's recommendations, and the authority having jurisdiction.

Prior to performing any work, the Contractor shall receive authorization from the County representative. In addition, the Contractor shall notify the alarm-monitoring agency of the work, to prevent unnecessary response of the fire department. Finally, the Contractor shall notify building occupants of the work by coordinating with the county representative of the county representative's designee.

Proper precautions shall be taken to prevent annunciating devices from operating needlessly. Annunciating devices should only be activated when they are specifically being tested. At the conclusion of the performed work, the County representative, monitoring agency, and building occupants shall be notified that work has been concluded. The Contractor shall coordinate work to prevent interruption of critical building systems or equipment. Virtually all of the monitored systems are done through a dialer.

The Contractor shall provide service personnel that are qualified and experienced in the inspection, testing, maintenance, repair, and installation of fire alarm systems. Because each manufacturer's control equipment is different, service personnel shall be factory trained and certified to service, repair, install, and program the specific manufacturer's equipment. If the Contractor does not have the proper qualified personnel within its staff, the Contractor shall subcontract these services to a qualified firm. Regardless, the selected Contractor is responsible for the services. In addition, fire alarm service personnel shall have a minimum NICET Level II certification in fire alarm systems.

The Contractor is expected to perform its duties with limited involvement from County personnel. The Contractor will be provided with fire system drawings at its request.

#### **Inspections**

The County representative and the Contractor will develop a detailed schedule for inspecting each location. This schedule will have specific dates and times for inspecting each facility. The Contractor's personnel will notify the County representative when they arrive at each facility, and when they have completed operations for each facility. If operations are not completed on that day, the Contractor shall provide the County representative with a status update via email.

Equipment performance can be affected by building modifications, occupancy changes, environmental condition changes, device location, physical obstructions, device orientation, physical damage, improper installation, degree of cleanliness, or other obvious problems that might not be indicated through electrical supervision. Visual inspections shall be performed in accordance with the NFPA and the authority having jurisdiction. The minimum inspection frequencies are shown in the following table. After a facility has been inspected, a detailed report should be emailed to the County representative within seven business days. The Contractor shall contact the County representative immediately for items requiring emergency attention.

All semi-annual and annual inspection requirements for the Justice and Administration Center will need to be performed after hours.

Component		Weekly	Semiannual	Annual
1. Control Equipment: Fire Alarm Systems Monitored for Alarm, Supervisory, and Trouble Signals				
	(a) Fuses			X
	(b) Interfaced equipment			X
	(c) Lamps and LED's			X
	(d) Primary Power Supply			X
2. Control Equipment: Fire Alarm Systems Unmonitored for Alarm, Supervisory, and Trouble Signals				
	(a) Fuses	X	X	X
	(b) Interfaced equipment	X	X	X
	(c) Lamps and LED's	X	X	X
	(d) Primary Power Supply	X	X	X
3. Batteries				
	(a) Lead-acid		X	X
	(b) Nickel-cadmium		X	X
	(c) Primary (dry cell)		X	X
	(d) Sealed lead-acid		X	X
4. Transient Suppressors			X	X
5. Control Unit Trouble Signals		X	X	X
6. Fiber-Optic Cable Connections				X
7. Emergency Voice/Alarm Communications Equipment			X	X
8. Remote Annunciators			X	X
9. Initiating Devices				
	(a) Air sampling		X	X
	(b) Duct detectors		X	X
	(c) Electromech releasing devices		X	X
	(d) Fire alarm boxes		X	X
	(e) Heat detectors		X	X
	(f) Smoke detectors		X	X
	(g) Supervisory signal devices		X	X
	(h) Projected beam type		X	X
10. Interface Equipment			X	X
11. Alarm Notification Appliances: Supervised			X	X
12. Supervising Station Fire Alarm Systems: Transmitters			X	X

**Testing**

The County representative and the Contractor will develop a detailed schedule for testing each location. This schedule will have specific dates and times for testing each facility. The Contractor’s personnel will notify the County representative when they arrive at each facility, and when they have completed operations for each facility. If operations are not completed on that day, the Contractor shall provide the County representative with a status update via email.

Testing shall be performed in accordance with the NFPA and the authority having jurisdiction. The minimum testing requirements are shown in the following table.

For all other locations, any testing or sounding of the notification devices, as part of the semi-annual or annual inspections, will need to be performed after hours.

<b>Test Methods</b>	
<b>Device</b>	<b>Method</b>
1. Control Equipment	
(a) Functions	At a minimum, control equipment shall be tested to verify correct receipt of alarm, supervisory, and trouble signals, operation of evacuation signals and auxiliary functions, circuit supervision including detection of open circuits and ground faults, and power supply supervision for detection of loss of ac power and disconnection of secondary batteries.
(b) Fuses	The rating and supervision shall be verified.
(c) Interfaced equipment	Integrity of single or multiple circuits providing interface between two or more control panels shall be verified. Interfaced equipment connections shall be tested by operating or simulating operation of the equipment being supervised. Signals required to be transmitted shall be verified at the control panel.
(d) Lamps and LED’s	Lamps and LEDs shall be illuminated.
(e) Primary power supply	All secondary power shall be disconnected and tested under maximum load, including all alarm appliances requiring simultaneous operation. All secondary power shall be reconnected at end of test. For redundant power supplies, each shall be tested separately.
3. Batteries: General Tests	
(a) Visual inspection	Batteries shall be inspected for corrosion or leakage. Tightness of connections shall be checked and ensured. If necessary, battery terminals or connections shall be cleaned and coated. Electrolyte level in lead-acid batteries shall be visually inspected.
(b) Battery replacement	Batteries shall be replaced in accordance with the recommendations of the alarm equipment manufacturer or when the recharged battery voltage or current falls below the manufacturer’s recommendations.
(c) Charger test	Operation of battery charger shall be checked in accordance with charger test for the specific type of battery.
(d) Discharge test	With the battery charger disconnected, the batteries shall be load tested following the manufacturer’s recommendations. The voltage level shall not fall below the levels specified.
(e) Load voltage test	With the battery charger disconnected, the terminal voltage shall be measured while supplying the maximum load required by its application. The voltage level shall not fall below the levels specified for the specific type of battery. If the voltage falls below the level specified, corrective action shall be taken and the batteries shall be retested.
4. Transient Suppressors	
Lightning protection equipment shall be inspected and maintained per the manufacturer’s specifications. Additional inspections shall be required after any lightning strikes.	

<b>Test Methods</b>	
<b>Device</b>	<b>Method</b>
5. Control Unit Trouble Signals	
(a) Audible and visual	Operation of panel trouble signals shall be verified as well as ring-back feature for systems using a trouble-silencing switch that requires resetting.
(b) Disconnect switches	If control unit has disconnected or isolating switches, performance of intended function of each switch shall be verified and receipt of trouble signal when a supervised function is disconnected shall also be verified.
(c) Ground-fault monitoring circuit	If the system has a ground detection feature, the occurrence of ground-fault indication shall be verified whenever any installation conductor is grounded.
(d) Transmission of signals to off-premises location	An initiating device shall be actuated and receipt of alarm signal at the off-premises location shall be verified. A trouble condition shall be created and receipt of a trouble signal at the off-premises location shall be verified. A supervisory device shall be actuated and receipt of a supervisory signal at the off-premises location shall be verified. If a transmission carrier is capable of operation under a single- or multiple-fault condition, an initiating device shall be activated during such fault condition and receipt of a trouble signal at the off-premises location shall be verified, in addition to the alarm signal.
6. Remote Annunciators	
The correct operation and identification of annunciators shall be verified. If provided, the correct operation of annunciator under a fault condition shall be verified.	
7. Initiating Devices	
(a) Electromech releasing device	Correct operation shall be verified including operation of the associated device. Any moving parts shall be lubricated as necessary.
(b) Heat detectors	Restorable devices shall be heat tested with a heat source per the manufacturer's recommendations for response within 1 minute. Non-restorable devices shall not be heat tested. Functionality shall be tested mechanically and electrically.
(c) Fire alarm boxes	Manual fire alarm boxes shall be operated per the manufacturer's instructions. Key-operated pre-signal and general alarm manual fire alarm boxes shall both be tested.
(d) Smoke detectors	The detectors shall be tested in place to ensure smoke entry into the sensing chamber and an alarm response. Testing with smoke or listed aerosol approved by the manufacturer shall be permitted as acceptable test methods. Other methods approved by the manufacturer that ensure smoke entry into the sensing chamber shall be permitted. Smoke detector sensitivity shall be checked each year per NFPA requirement. Air duct detectors shall be tested to ensure that the device will sample the air stream. The test shall be made in accordance with the manufacturer's instructions. Projected beam detectors shall be tested by introducing smoke, other aerosol, or an optical filter into the beam path. For smoke detectors with control output functions, it shall be verified that the control capability shall remain operable even if all of the initiating devices connected to the same initiating device circuit or signaling line circuit are in an alarm state.
(e) Initiating devices, supervisory	Supervisory devices shall be operated, and signal receipt verified per NFPA requirements.
(f) Air sampling	Per manufacturer's recommended test methods.
(g) Projected beam type	The detector shall be tested by introducing smoke, other aerosol, or an optical filter into the beam path.
8. Alarm Notification Appliances	

Test Methods	
Device	Method
(a) Audible	Sound pressure level shall be measured with sound level meter meeting ANSI S1.4a, <i>Specifications for Sound Level Meters</i> , Type 2 requirements. Levels throughout protected area shall be measured and recorded. The sound level meter shall be set in accordance with ANSI S3.41, <i>American National Standard Audible Evacuation Signal</i> , using the time-weighted characteristics F (FAST). Record the maximum output when the audible emergency evacuation signal is on.
(b) Audible textural notification appliances	Sound pressure level shall be measured with sound level meter meeting ANSI S1.4a, <i>Specifications for Sound Level Meters</i> , Type 2 requirements. Levels throughout protected area shall be measured and recorded. The sound level meter shall be set in accordance with ANSI S3.41, <i>American National Standard Audible Evacuation Signal</i> , using the time-weighted characteristics F (FAST). Record the maximum output when the audible emergency evacuation signal is on. Audible information shall be verified to be distinguishable and understandable.
(c) Visible	Test shall be performed in accordance with the manufacturer’s instructions. Appliance locations shall be verified to be per approved layout and it shall be confirmed that no floor changes affect the approved layout. Verify that the candela rating marking agrees with the approved drawings. It shall be confirmed that each appliance flashes.
9. Supervising Station Fire Alarm Systems: Transmission Equipment	Test shall be performed on all system functions and features in accordance with the equipment manufacturer’s instructions for correct operation. Initiating device shall be actuated. Receipt of the correct initiating device signal at the supervising station within 90 seconds shall be verified. Upon completion of the test, the system shall be restored to its functional operation condition.
10. Interfaced Equipment	Interface equipment connections shall be tested by operating or simulating the equipment being supervised. Signals required to be transmitted shall be verified at the control panel.

The minimum testing frequencies are shown in the following table. Testing shall be done more frequently if required by the NFPA or the authority having jurisdiction. A detailed report should be emailed to the County representative within seven business days after a facility has been tested. The Contractor shall contact the County Representative immediately for items requiring emergency attention.

Component	Semiannual	Annual
1. Control Equipment: Fire Alarm Systems Monitored for Alarm, Supervisory, and Trouble Signals		
(a) Functions		X
(b) Fuses		X
(c) Interfaced equipment		X
(d) Lamps and LED’s		X
(e) Primary Power Supply		X
2. Control Equipment: Fire Alarm Systems Unmonitored for Alarm, Supervisory, and Trouble Signals		
(a) Functions	X	X

Component		Semiannual	Annual
	(b) Fuses	X	X
	(c) Interfaced equipment	X	X
	(d) Lamps and LED's	X	X
	(e) Primary Power Supply	X	X
3. Batteries			
	(a) Lead-acid	X	X
	(b) Nickel-cadmium	X	X
	(c) Primary (dry cell)	X	X
	(d) Sealed lead-acid	X	X
4. Transient Suppressors			X
5. Control Unit Trouble Signals			X
6. Remote Annunciators			X
7. Initiating Devices			
	(a) Electromech releasing devices		X
	(b) Heat detectors		X
	(c) Fire alarm boxes		X
	(d) Smoke detectors		X
	(e) Initiating devices, supervisory		X
	(f) Air sampling		X
	(g) Projected beam type		X
8. Alarm Notification Appliances			X
9. Supervising Station Fire Alarm Systems: Transmission Equipment			X
10. Interfaced Equipment			X

## B. Maintenance

The selected Contractor shall maintain the fire alarm system equipment in accordance with the manufacturer's instructions. The frequency of maintenance of fire alarm system equipment shall depend on the type of equipment and the local ambient conditions. The selected Contractor shall increase the maintenance frequency for those fire alarm system components located in extreme conditions (i.e. areas with temperature extremes, dirty/dusty environments, or damp environments). The frequency of cleaning of fire alarm system equipment shall depend on the type of equipment and the local ambient conditions. The selected Contractor shall clean all smoke detectors and duct detectors at least once per year with clean dry compressed air. The selected Contractor shall clean and realign all projected beam detectors at least twice per year. The selected Contractor shall service Vesda systems per the manufacturer's recommended service guidelines. The selected Contractor shall increase the cleaning frequency for those fire alarm system components located in extreme conditions (i.e. areas with temperature extremes, dirty/dusty environments, or damp environments). A detailed report should be emailed to the County representative within seven business days after maintenance work has been performed at a facility. The Contractor shall contact the County Representative immediately for items requiring emergency attention.

**C. Repair and Installation Services**

The Contractor will provide repair and installation of fire alarm systems and components on an as needed basis in response to service requests issued by the County Representative. These services may include the purchase of equipment and components needed for new installations and replacements. The Contractor shall provide all of the supervision, labor, transportation, equipment, parts, materials, and supplies needed to complete the repairs and installations. The Contractor will be expected to perform its services with limited involvement from County personnel.

**D. Building and Equipment List**

The following list includes the County buildings covered and the estimated initiating device count in this contract. The County reserves the right to add facilities during the contract period at a mutually agreeable and comparable rate, and to remove facilities as needed. The Purchasing Division representative will provide written confirmation of any additions or deletions.

Based on the available resources at the time of release of this Specification, this device count is accurate. However, there may be instances where the count does not reflect the exact installed conditions. The Contractor should consider these minimum inaccuracies when preparing the Bid Schedule.

For facilities with less than fifty (50) initiating devices, the Contractor should allow for a range of five (5) devices. For facilities with fifty (50) or more devices, the Contractor should allow for a range of ten (10) devices. In addition to the initiating devices, each panel can be assumed to have battery backup, electromechanical releasing devices, and annunciating devices. These device counts are not listed in the following building list. However, the cost for inspecting and/or testing these devices should be included in the Contractor's annual price shown on the Bid Schedule.



<b>Facilities Management Buildings</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Gwinnett Justice & Administration Center 75 Langley Drive, Lawrenceville, GA 30046 Panel: Notifier NFS 320 (qty 7) Elevators: 8	80	154 plus 39 Beam Detectors and 13 Vesda Systems	1	18	27	23
Gwinnett Historic Courthouse 185 Crogan Street, Lawrenceville, GA 30046 Panel: Silent Knight 5820XL Elevators: 1	8	35	1	14	7	2
Gwinnett Government Annex Building 750 South Perry Street, Lawrenceville, GA 30046 Panel: Fire-Lite MS9200UDLS	10	125	1	0	0	0
One Justice Square 446 West Crogan Street, Lawrenceville, GA 30046 Panel: Fire-Lite MS9600UDLS Elevators: 1	9	31	3	8	8	5
Hi Hope Lane Storage 665 Hi Hope Lane, Lawrenceville, GA 30043 Panel: Fire-Lite MS9200UD	5	13	0	0	0	0
Female Seminary 415 South Perry Street, Lawrenceville, GA 30046 Panel: Ademco Vista 100	0	4	0	0	0	0
Buford Human Service Center 2755 Sawnee Avenue, Buford, GA 30518 Panel: Fire-Lite MS9200	9	63	5	4	1	1
Norcross Human Service Center 5030 Georgia Belle Court, Norcross, GA 30093 Panel: Fire-Lite MS9200UD Elevators: 1	22	79	1	4	1	1
Lawrenceville Senior Center 225 Benson Street, Lawrenceville, GA 30046 Panel: Fire-Lite MS9200UD	5	0	0	10	1	1
Courts Annex 115 Stone Mountain Street, Lawrenceville, GA 30046 Panel: Edwards EST3	19	179	13	15	12	4
Fleet Management Facility 620 Swanson Drive, Lawrenceville, GA 30043 Panel: Notifier 500	17	14	0	5	4	4
Correctional Institute 750 Hi Hope Road, Lawrenceville, GA 30043 Panel: Edwards EST3 (Qty 5)	42	336	90	52	5	31
Central Services 455 Grayson Highway, Lawrenceville, GA 30045 Panel: Fire-Lite MS9600	15	5	0	10	0	0
Department of Driver Services 310 Hurricane Shoals NE, Lawrenceville, GA 30046 Panel: Fire-Lite MS9600	6	8	0	3	3	3
Snellville Tag Office 2845 Lenora Church Road, Snellville, GA 30078 Panel: Fire-Lite MS9200UDLS	1	3	1	0	0	0
DOT Central Facility 620 Winder Highway, Lawrenceville, GA 30045 Panel: Edwards Quickstart	16	8	2	4	0	0

<b>Facilities Management Buildings - Continued</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Air Traffic Control Tower 590 Briscoe Boulevard, Lawrenceville, GA 30046 Panel: Fire-Lite MS9200	3	10	1	3	1	1
Peachtree Corners Tag Office 5270 Peachtree Parkway, Norcross, GA 30092 Panel: Fire-Lite MS9200	3	6	1	3	1	1
North Gwinnett Tag Office 2735 Mall of Georgia Boulevard, Buford, GA 30519 Panel: Notifier AFP-200	7	12	0	6	0	0
Gwinnett Senior Services 567 Swanson Drive, Lawrenceville, GA 30043 Panel: FireLite MS9200	3	12	0	0	1	1
Centerville Senior Center 3025 Bethany Church Road, Snellville, GA 30039 Panel: Honeywell						
Morgue and Medical Examiner's Office 320 Hurricane Shoals Road NE Lawrenceville, GA 30046 Panel: Notifier						
<b>Library Branch Buildings</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Buford Library 2100 Buford Highway, Buford, GA 30518 Panel: Silent Knight 5700	8	19	1	4	0	0
Centerville Library & Community Center 3025 Bethany Church Road, Snellville, GA 30039 Panel: Radionics D9412	7	13	0	14	1	1
Collins Hill Library 455 Camp Perrin Road, Lawrenceville, GA 30043 Panel: Fire-Lite MS9200UDLS	4	0	0	4	0	0
Duluth Library 3480 Duluth Park Lane, Duluth, GA 30096 Panel: Silent Knight 5700	6	22	1	4	1	1
Elizabeth Williams Library 2740 Lenora Church Road, Snellville, GA 30078 Panel: Silent Knight 5700	6	21	1	6	0	0
Five Forks Library 2780 Five Forks Trickum Road Lawrenceville, GA 30044 Panel: Simplex 4002	6	5	0	6	0	0
Lawrenceville Library 1001 Lawrenceville Highway, Lawrenceville Panel: Silent Knight 5700	10	56	3	4	0	0
Old Lilburn Library 788 Hillcrest Road NW, Lilburn, GA 30047 Panel: Silent Knight 5700	6	19	9	4	0	0
Mountain Park Library 1210 Pounds Road SW, Lilburn, GA 30047 Panel: Silent Knight 5700	6	19	1	4	0	0
Norcross Library 6025 Buford Highway, Norcross, GA 30071 Panel: Silent Knight 5700	6	16	1	2	0	0

<b>Library Branch Buildings - Continued</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Peachtree Corners Library 5570 Spalding Drive, Norcross, GA 30092 Panel: Silent Knight 5700	6	29	1	6	0	0
Suwanee Library 361 Main Street, Suwanee, GA 30024 Panel: Bosch D9421G	2	43	0	0	1	1
Dacula Library 265 Dacula Road, Dacula, GA 30019 Panel: Bosch D9421G	5	11	0	12	1	1
Grayson Library 700 Grayson Parkway, Grayson, GA 30017 Panel: Bosch D9421G	5	13	0	12	1	1
Hamilton Mill Library 3690 Braselton Highway, Buford, GA 30519 Panel: GE FireWorx*	5	8	1	5	1	1
Lilburn Library and City Hall 340 Main Street, NW, Lilburn, GA 30047 Panel: EST						
<b>Sheriff's Office</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Plunkett Building Detention Center 2900 University Parkway, Lawrenceville, GA 30043 User Interface: Honeywell XBS Panel: Honeywell FS90 Plus (Qty 10) Elevators: 2	91	416	41	80	45	41
Tower One Detention Center 2900 University Parkway, Lawrenceville, GA 30043 Notifier NFS – 3030/E Remote Panels: 3 Elevators: 6	68	583 plus 21 Beam Detectors	21	18	30	66
<b>Department of Water Resources</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Gwinnett Water Resources Central Facility 684 Winder Highway, Lawrenceville, GA 30045 Main Panel: Honeywell E3 (Qty 2) Remote Panels: Honeywell E3 (Qty 2)	16	6	2	11	4	4
Gwinnett County Water Resources Lab 1510 One Water Way, Buford, GA 30519 Main Panel: Honeywell E3 (Qty 1) Remote Panel: Honeywell E3 (Qty 1)	8	68	8	8	0	0

<b>Fire and Emergency Services - Continued</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Fire Station #1 165 Lawrenceville Street, Norcross, GA 30046 Panel: Silent Knight IFP-100	6	21	5	3	1	1
Fire Station #4 5550 Spalding Drive, Norcross, GA 30092 Panel: Audiosone Sigcom	7	10	2	0	1	1
Fire Station #5 3001 Old Norcross Road, Lawrenceville, GA 30096 Panel: Fire-Lite MS5210UD	6	32	0	7	1	1
Fire Station #6 3890 Johnson Drive, Lithonia, GA 30039 Panel: EST LSS4/12	6	21	0	4	1	1
Fire Station #7 3343 Bunten Road, Duluth, GA 30096 Panel: Fire-Lite MS5210UD	7	40	0	7	1	1
Fire Station #8 2295 Brannan Boulevard, Grayson, GA 30017 Panel: Silent Knight IFP-100	6	21	5	4	1	1
Fire Station #9 1890 Five Forks Trickum Road Lawrenceville, GA 30044 Panel: Fire-Lite MS5210UD	3	15	1	3	1	1
Fire Station #11 5885 Live Oak Parkway, Norcross, GA 30093 Panel: Simplex 4005	6	29	0	5	1	1
Fire Station #12 2815 Lenora Church Road, Snellville, GA 30078 Panel: Fire-Lite MS5210UD	6	38	0	7	1	1
Fire Station #13 343 Highway 23, Suwanee, GA 30024 Panel: Simplex 4004	4	10	4	2	1	1
Fire Station #18 1515 Mineral Springs Road, Hoschton, GA 30548 Panel: Fire-Lite*	8	17	11	6	1	1
Fire Station #19 3275 North Berkley Lake Road, Duluth, GA 30096 Panel: Simplex 4002	8	4	0	?	1	1
Fire Station #20 1801 Cruse Road, Lawrenceville, GA 30044 Panel: Simplex 4002	6	4	0	12	1	1
Fire Station #21 470 Old Peachtree Road, Suwanee, GA 30024 Panel: EST LSS4/36	7	7	0	4	1	1
Fire Station #22 2180 Stone Drive, Lilburn, GA 30047 Panel: Fire-Lite*	7	6	0	6	1	1
Fire Station #23 4355 Steve Reynolds Boulevard, Norcross, GA 30093 Panel: Simplex 4005	4	25	0	4	1	1
Fire Station #24 2735 Mall of GA Boulevard, Buford, GA 30519 Panel: FCI 7100	5	37	0	7	1	1
Fire Station #25 3575 Lawrenceville Highway Lawrenceville, GA 30044 Panel: Fire-Lite MS5210UD	6	23	0	4	1	1

<b>Fire and Emergency Services - Continued</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Fire Station #26 6075 Suwanee Dam Road, Sugar Hill, GA 30518 Panel: Silent Knight IFP-100	5	21	5	4	1	1
Fire Station #27 2825 Old Fountain Road, Dacula, GA 30019 Panel: Silent Knight IFP-100	6	21	5	4	1	1
Fire Station #28 3725 Rosebud Road, Loganville, GA 30052 Panel: Silent Knight IFP-100	6	19	6	3	1	1
Fire Station #29 2800 Thompson Mill Road, Buford, GA 30519 Panel: Fire-Lite*	6	19	7	3	1	1
Fire Station #30 1052 Ozora Road, Loganville, GA 30052 Panel: Silent Knight IFP-100	5	31	2	3	1	1
Fire Headquarters 408 Hurricane Shoals N.E., Lawrenceville, GA 30046 Panel: FCI 7100	6	18	12	18	1	1
Fire Logistical Support 450 Hosea Road, Lawrenceville, GA 30046 Panel: FCI 7100	1	21	0	2	1	1
Fire Technical Services 650 Swanson Drive, Lawrenceville, GA 30043 Panel: FCI 7100	5	1	0	1	1	1
Fire Training Academy Address: 3608 Braselton Highway Buford, GA 30019 Panel: Silent Knight Qty: 2	8	18	2	2	3	3
<b>Police Services</b>						
<b>Location</b>	<b>Pull Station</b>	<b>Smoke Detector</b>	<b>Heat Detector</b>	<b>Duct Detector</b>	<b>Control Valves</b>	<b>Water-flow Device</b>
Police Headquarters 770 Hi Hope Road, Lawrenceville, GA 30043 Panel: EST2	7	18	0	10	4	4
Police Annex 800 Hi Hope Road, Lawrenceville, GA 30043 Panel: EST3	9	5	7	8	1	1
Police Services – East Precinct 2273 Alcovy Road, Dacula, GA 30019 Panel: FCI IF602-252R	6	96	0	0	1	1
Police Services – West Precinct 6160 Crescent Drive, Norcross, GA 30071 Panel: Fire-Lite MS9200UD	5	4	0	0	1	1
Police Services – Central Precinct 3125 Satellite Boulevard, Duluth, GA 30096 Panel: EST2	5	0	0	8	1	1
Police Services – North Precinct 2735 Mall of Georgia Boulevard, Buford, GA 30519 Panel: FCI 7100	7	16	0	8	1	1
Police Services – South Precinct 2180 Stone Drive, Lilburn, GA 30047 Panel: Fire-Lite MS9200UDLS	8	18	0	4	1	1
Police Services –(Former Animal Control) 632 Hi Hope Road, Lawrenceville, GA 30043 Panel: Fire-Lite*	16	4	1	3	0	0
<b>Police Services - Continued</b>						

Location	Pull Station	Smoke Detector	Heat Detector	Duct Detector	Control Valves	Water-flow Device
Police Services – Animal Welfare 884 Winder Highway, Lawrenceville, GA 30045 Panel: Fire-Lite MS9200UD	15	4	0	3	1	1
Police Services K9 Building 884 Winder Highway, Lawrenceville, GA 30045 Panel: Fire-Lite*	2	0	0	0	0	0
Police Services – Training 854 Winder Highway, Lawrenceville, GA 30045 Panel: Notifier NFS 640	9	4	0	3	1	1
Police Services – Firing Range 854 Winder Highway, Lawrenceville, GA 30045 Panel: Notifier NFS 640	12	131	0	14	1	1
Police Maintenance Bldg 854 Winder Highway, Lawrenceville, GA 30045 Panel: Notifier NFS 640	6	4	0	1	0	0
<b>Parks and Recreation</b>						
Location	Pull Station	Smoke Detector	Heat Detector	Duct Detector	Control Valves	Water-flow Device
Best Friend Park Recreation Center 6224 Jimmy Carter Boulevard, Norcross, GA 30071 Panel: FCI 7100	6	8	0	2	0	0
Bethesda Park Aquatic Center 225 Bethesda Church Road, Lawrenceville, GA 30044 Panel: Notifier AFP200	8	3	2	6	1	1
Bethesda Park Senior Center 225 Bethesda Church Road, Lawrenceville, GA 30044 Panel: Simplex Auto Call	12	3	0	6	1	1
Bogan Park Aquatic Center 2723 North Bogan Road, Buford, GA 30519 Panel: Fire-Lite MS9600UDLS	8	6	2	6	2	2
Collins Hill Park Aquatic Center 2225 Collins Hill Road, Lawrenceville, GA 30043 Panel: Fire-Lite MS9200UDLS	6	1	0	3	1	1
Dacula Park Activity Building 205 Dacula Road, Dacula, GA 30019 Panel: Ademco Vista 128FB*	8	12	3	6	2	1
George Pierce Park Recreation Center 55 Buford Highway, Suwanee, GA 30024 Panel: Edwards EST 2	10	21	4	2	1	1
Lenora Park Aquatic Center 4315 Lenora Church Road, Snellville, GA 30039 Panel: Ademco Vista 128FB*	6	3	1	6	0	0
Lenora Park Recreation Center 4515 Lenora Church Road, Snellville, GA 30039 Panel: FireLite MS9200UD*	8	12	3	6	0	0
Lucky Shoals Park Recreation Center 4651 Britt Road, Norcross, GA 30093 Panel: EST Quickstart	12	2	0	4	0	0
Mountain Park Aquatic Center 1063 Rockbridge Road, Stone Mountain, GA 30087 Panel: Notifier AFP 100	8	14	2	5	1	1
Mountain Park Activity Building 1063 Rockbridge Road, Stone Mountain, GA 30087 Panel: Notifier AFP 100	5	9	0	4	0	0
<b>Parks and Recreation - Continued</b>						

Location	Pull Station	Smoke Detector	Heat Detector	Duct Detector	Control Valves	Water-flow Device
Pickneyville Park Recreation Center 4650 Peachtree Industrial Boulevard Norcross, GA 30071 Panel: Notifier AFP 200	9	14	1	2	1	1
Rhodes Jordan Park Recreation Center 100 East Crogan Street, Lawrenceville, GA 30046 Panel: Notifier NFS-320	11	1	4	14	1	1
Shorty Howell Park Activity Building 2750 Pleasant Hill Road, Duluth, GA 30096 Panel: Notifier AFP 100	7	1	0	8	1	1
West Gwinnett Park Aquatic Center 4488 Peachtree Industrial Boulevard Norcross, GA 30071 Panel: Notifier NFS 640	11	27	6	7	3	1

**E. Service Requests**

The Contractor will provide all repair and installation services in response to specific service requests made by the County Representative or designees of this representative. Service requests may be submitted by telephone, e-mail, or facsimile. As described in more detail below, service request work exceeding \$1,000 and special installation/replacement projects must be documented by the Contractor’s written proposals and the associated written authorizations of the County.

**F. Availability and Response Time**

The Contractor shall be available on a 24 hour/7day a week basis to respond to service requests and/or perform authorized work. The Contractor shall respond to all service requests in a timely manner. The County Representative will indicate if a service request is an emergency that needs prompt attention. In emergency situations the Contractor is expected to respond on site within three (3) hours. Standard service requests and special projects will be scheduled at times convenient for the County and Contractor, but typically the Contractor will be expected to start within two (2) days of the receipt of the service request or written authorization as applicable. Response time is a critical requirement of the Agreement, and the Contractor’s failure to adhere to this requirement may be considered non-performance.

**G. Normal Business Hours/Overtime Rates**

Normal business hours are defined as 8:00 AM to 5:00 PM, Monday through Friday, excluding County and Contractor’s holidays. The Contractor shall charge basic hourly rates for all work or services during normal business hours. The Contractor may charge overtime rates for all work or services outside of these normal business hours.

**H. Basis of Compensation**

Compensation to the Contractor for service request responses will be based on the hourly labor rates provided in the Bid for the Agreement, the actual cost of equipment, materials and parts plus a percentage markup indicated in the same Bid (but not to exceed 10%), and a fixed trip charge when applicable. Hours shall be calculated daily from the time the Contractor’s personnel arrives at a service location until that personnel leaves the site. Travel time to and from the location will not be compensated, and travel time away from the service location will not be compensated on an hourly basis. However, one service call charge of a fixed amount may be added to a service request to cover all travel time, including time away from the service site to pick up parts or materials. Overtime labor rates may be charged for time outside of the normal business hours as specified in the Bid. Emergency labor rates may be charged for services provided on an emergency basis. Equipment, materials, and parts must be itemized and billed at actual cost plus the pre-determined markup. The Contractor also agrees that it will provide documentation of costs for parts and materials upon request of the County. Subcontractor services, when authorized by the County, shall be billed at cost plus the same mark-up utilized for parts and materials. Sub-contractor costs must be documented.

**I. Limitation on Utilization of Personnel**

The Contractor will typically be expected to utilize one technician for a routine service call. If the Contractor anticipates

using more than one technician for the service, it shall obtain prior approval from the County Representative prior to committing to the use of the additional staff. The County will withhold payment for any invoice reflecting multiple staff, where this support did not have prior approval. Staff utilization on larger scale services with written authorization from the County shall reflect the staffing levels in the Contractor's approved proposal.

#### **J. Services in Excess of \$1,000.00**

If the Contractor expects a service to exceed \$1,000.00, the Contractor shall contact the County Representative prior to initiating the service and shall provide a written estimate of the costs. This estimate shall include a detailed listing of expected labor costs by personnel classification, rate, and hours; an itemized description of required equipment and parts and their costs; and a schedule for when the work can be performed. This estimate must be approved in writing by the County Representative and the written authorization must be retained and submitted by the Contractor to the County with the final Contractor Service Report.

#### **K. Special Installation/Replacement Projects**

The County may on occasion require that the Contractor participate in projects involving the expansion of existing fire alarm systems and the installation of new fire alarm systems utilizing the types of equipment described within this procurement. In such cases, the County Representative will provide a scope of services for said project and solicit a written cost proposal and schedule from the Contractor. The Contractor shall prepare its proposal based on the unit costs and other terms of the Agreement. The County has no projection of the number and magnitude of such project level work, and will solicit such work from the Contractor only if it is in its best interest in terms of cost, schedule, and convenience.

#### **L. Sub-Contractors**

The Contractor shall be prepared to perform all of the services called for under this Agreement with its own forces, and its Bid should reflect this approach. Nevertheless, the County, on occasion, may require the Contractor to utilize specialty sub-contractors when the Contractor does not have the in-house expertise. In such cases, the County Representative shall approve such sub-contractors before they are utilized. Sub-contractor expenses shall be billed as "reimbursables" at the documented actual costs plus the Contractor's pre-determined mark-up for parts/materials.

#### **M. County Representative**

In administration of the services under this Price Agreement, the County will be represented by its Department of Support Services/Facilities Management Electrical Supervisor, who is referenced as the County Representative. The role and primary responsibilities of the County Representative are noted in other paragraphs through descriptions of his relationship to the Contractor. The County Representative may designate other personnel to provide the service directions or decisions 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 codes and standards of the authorities having jurisdiction. Equipment, materials, and parts supplied shall be new of a quality conforming to current engineering and manufacturing standards, free of defects, and suitable for the intended service. When applicable, repair and installation activities and procedures shall comply with the standard operational and maintenance requirements of the manufacturers of the equipment or parts.

#### **B. Protection, Cleaning and Restoration of Work Sites**

Contractor shall keep work sites clean and free of debris. When providing services, Contractor shall maintain a level of



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

### **C. Waste Disposal**

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

### **D. Safety Precautions and Requirements**

1. Contractor shall take precautions to prevent fires and facilitate fire-fighting operations. Contractor shall store flammable materials in non-combustible containers and store away from fire sources and shall remove flammable waste regularly from the work site. Contractor also shall carefully supervise operation of potential fire sources such as cutting and welding.
2. Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall provide barricades and signs as required to protect Contractor's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations.
3. Contractor shall provide and require use of safety equipment, clothing, and accessories as required by its work activities 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 warranted work promptly, at no cost to the County, after receipt of a written notice from the County to do so.

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

## **III. REPORTS AND INVOICING**

### **A. Inspection, Testing, and Maintenance Reports**

After a facility has been inspected, tested, or maintenance work performed a detailed report shall be emailed to the County Representative within seven business days. These reports shall satisfy the requirements of the NFPA, and the authority having jurisdiction and shall include the following information:

1. Date
2. Test, inspection, or maintenance frequency
3. Name of property
4. Address
5. Name of person performing inspection, maintenance, or test or combination thereof, and affiliation, business address, and telephone number
6. Name, address, and representative of approving agency(ies)
7. Designation of the detector(s) tested, inspected, or maintained

8. Functional test of detectors
9. Functional test of required sequence of operations
10. Check of all smoke detectors
11. Loop resistance for all fixed-temperature, line-type heat detectors
12. Other tests, inspections, or maintenance as required by equipment manufacturers
13. Other tests, inspections, or maintenance as required by the authority having jurisdiction
14. Signatures of tester and approved authority representative
15. Disposition of problems identified during test, inspection, or maintenance

## **B. Service Report Requirements**

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

- Request for Bid 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 Charges
- Summary of Costs

In particular, for service work associated with the correction of deficiency items identified through inspections/tests, the Contractor's service report should clearly identify the items being corrected and the operational state of the fire alarm system after the repairs are complete.

The Contractor shall submit the Service Report within 24 hours of the completion of the services for standard smaller scale jobs, and within seven (7) calendar days for services costing more than \$1,000. The Service Reports shall be submitted by e-mail or facsimile to the County Representative. The County Representative will review the Service Report and notify the Contractor within 5 calendar days if there are any questions or concerns regarding the services or costs. The County Representative will provide written approval of Service Reports. Acceptable Contractor Service Reports will serve as the basis for the Contractor's invoicing.

## **C. Invoicing Procedure**

The Contractor shall invoice for weekly inspection, testing, and maintenance services on a monthly basis in a fixed amount equal to the annual amount of the weekly services provided in its Bid Schedule divided by twelve. There shall be 50 weekly inspections in a one-year period.

The Contractor shall invoice for semiannual inspection, testing, and maintenance services on a semiannual basis in a fixed amount equal to the annual amount of the semiannual services provided in its Bid Schedule. There shall be one semiannual service in a one-year period.

The Contractor shall invoice for annual inspection, testing, and maintenance services on an annual basis in a fixed amount equal to the annual amount of the services provided on its Bid Schedule. There shall be one annual service in a one-year period.

The invoices shall include the applicable assigned purchase order number and shall be submitted to the Gwinnett County Department of Financial Services, Treasury Division, 75 Langley Drive, Lawrenceville, Georgia 30046. The Contractor shall insure that it has submitted all related reports to the County Representative for

the time frame being invoiced.

For Repair and Installation Services the Contractor shall invoice the County for each Service Request only after there is confirmation that the information provided is acceptable to the County. If changes are required by the County, this final invoice should reflect those modifications. The Contractor shall submit its invoices 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 Agreement. 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 information be complete and correct. Contractor's failure to present thorough and correct information will confuse and slow the payment process.

#### **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 Agreement 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; nor will they be limited, either individually, or collectively, to any maximum amount during the term of this Contract. Thus, the Contractor may expect no set minimum or maximum payment amount under this Contract.

##### **C. 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 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 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. Award**

This Agreement shall be awarded in three parts as listed below:

1. Inspection, testing, and maintenance services; repair and installation services for Fire-Lite, Silent Knight, Simplex, Gamewell/FCI, Bosch, Siemens, Radionics, GE, and Audiosone fire alarm systems; and repair and installation services of non-proprietary components (such as batteries, non-intelligent devices, etc.) on all fire alarm systems.
2. Repair and installation services for Notifier fire alarm systems.
3. Repair and installation services for EST fire alarm systems.

Each part of the Agreement shall be awarded to the responsive and responsible bidder with lowest cumulative price for all items listed on the Bid Schedule for that part. 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.

#### **E. Communications During Bid Solicitation**

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

#### **F. Qualifications & References**

The qualifications and experience of the Contractor are critical to the County. The County must have assurances that the selected Contractor is a responsible organization capable of professionally implementing the services requested. As a 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 Contractor 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 Contractor to perform. The County also reserves the right to reject any Contractor, if the evidence the Contractor furnishes, or investigation of the Contractor fails to satisfy, the County that such Contractor is properly qualified to carry out the obligations.

The Contractor should include three references indicating services of similar size and scope as the one specified in this Invitation to Bid. On the **Reference** form, include the customer's name, address, contact name, telephone number, email address, brief description of the service, time of the service, and approximate annual value.

In addition, the Contractor should provide documentation detailing the qualifications of the service personnel that will be assigned to this work effort. A minimum of four service personnel shall be listed. As previously stated, the Contractor shall provide service personnel that are qualified and experienced in the inspection, testing, maintenance, repair, and installation of fire alarm systems. Because each manufacturer's control equipment is different, service personnel shall be factory trained and certified to service, repair, install, and program the specific manufacturer's equipment. If the Contractor does not have the properly qualified personnel within its staff, the Contractor shall subcontract these services to a qualified firm. Regardless, the selected Contractor is responsible for the services. In addition, fire alarm service personnel shall have a minimum NICET Level II certification in fire alarm systems. The **Qualifications** form follows the **References** form.

For the repair and installation services for Notifier fire alarm systems, the Contractor should provide documentation detailing its qualification as a Notifier authorized service organization. For the repair and installation services for EST fire alarm systems, the Contractor should provide documentation detailing its qualification as an EST authorized service organization.

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**BID SCHEDULE**

**PART I - VARIOUS COUNTY BUILDINGS**

**Inspections, Testing, and Maintenance of Fire Alarm Systems at Various County Buildings as described in these specifications, there are certain services that should be performed on a weekly, semiannual, and annual basis. Please list the annual amounts to perform each of these services below.**

<b>Location</b>	<b>Weekly (Per Year)</b>	<b>Semiannual (Per Year)</b>	<b>Annual (Per Year)</b>	<b>Total (Per Year)</b>
Gwinnett Justice & Administration Center	\$	\$	\$	\$
Gwinnett Historic Courthouse	\$	\$	\$	\$
Gwinnett Government Annex Building	\$	\$	\$	\$
One Justice Square	\$	\$	\$	\$
Hi Hope Lane Storage	\$	\$	\$	\$
Female Seminary	\$	\$	\$	\$
Buford Human Service Center	\$	\$	\$	\$
Norcross Human Service Center	\$	\$	\$	\$
Lawrenceville Senior Center	\$	\$	\$	\$
Courts Annex	\$	\$	\$	\$
Fleet Management Facility	\$	\$	\$	\$
Gwinnett Correctional Institute	\$	\$	\$	\$
Central Services	\$	\$	\$	\$
Department of Driver Services	\$	\$	\$	\$
Snellville Tag Office	\$	\$	\$	\$
DOT Central Facility	\$	\$	\$	\$
Air Traffic Control Tower	\$	\$	\$	\$
Peachtree Corners Tag Office	\$	\$	\$	\$
North Gwinnett Tag Office	\$	\$	\$	\$
Gwinnett Senior Services	\$	\$	\$	\$
Centerville Senior Center	\$	\$	\$	\$
Morgue and Medical Examiner's Office	\$	\$	\$	\$
<b>Various County Buildings Subtotals</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>OVERALL ANNUAL TOTAL</b>				<b>\$</b>

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

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**BID SCHEDULE CONTINUED**

**PART I - LIBRARY BRANCH BUILDINGS**

**Inspections, Testing, and Maintenance of Fire Alarm Systems at Libraries as described in these specifications, there are certain services that should be performed on a weekly, semiannual, and annual basis. Please list the annual amounts to perform each of these services below.**

<b>Location</b>	<b>Weekly (Per Year)</b>	<b>Semiannual (Per Year)</b>	<b>Annual (Per Year)</b>	<b>Total (Per Year)</b>
Buford Library	\$	\$	\$	\$
Centerville Library & Community Center	\$	\$	\$	\$
Collins Hill Library	\$	\$	\$	\$
Duluth Library	\$	\$	\$	\$
Elizabeth Williams Library	\$	\$	\$	\$
Five Forks Library	\$	\$	\$	\$
Lawrenceville Library	\$	\$	\$	\$
Old Lilburn Library	\$	\$	\$	\$
Mountain Park Library	\$	\$	\$	\$
Norcross Library	\$	\$	\$	\$
Peachtree Corners Library	\$	\$	\$	\$
Suwanee Library	\$	\$	\$	\$
Dacula Library	\$	\$	\$	\$
Grayson Library	\$	\$	\$	\$
Hamilton Mill Library	\$	\$	\$	\$
Lilburn Library and City Hall	\$	\$	\$	\$
<b>Library Branch Buildings Subtotals</b>	\$	\$	\$	\$
<b>OVERALL ANNUAL TOTAL</b>				\$

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

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**BID SCHEDULE CONTINUED**

**PART I – OTHER BUILDINGS**

**Inspections, Testing, and Maintenance of Fire Alarm Systems at Other Buildings as described in these specifications, there are certain services that should be performed on a weekly, semiannual, and annual basis. Please list the annual amounts to perform each of these services below.**

Location	Weekly (Per Year)	Semiannual (Per Year)	Annual (Per Year)	Total (Per Year)
Sheriff’s Department – Plunkett Building	\$	\$	\$	\$
Sheriff’s Department – Tower One	\$	\$	\$	\$
Water Resources Central Facility	\$	\$	\$	\$
<b>Other Buildings Subtotals</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>OVERALL ANNUAL TOTAL</b>				<b>\$</b>

**PART I – FIRE & EMERGENCY SERVICES**

**Inspections, Testing, and Maintenance of Fire Alarm Systems at Fire & Emergency Services as described in these specifications, there are certain services that should be performed on an annual basis. Please list the annual amounts to perform these services below.**

Location	Annual (Per Year)
Fire Station #01	\$
Fire Station #04	\$
Fire Station #05	\$
Fire Station #06	\$
Fire Station #07	\$
Fire Station #08	\$
Fire Station #09	\$
Fire Station #11	\$
Fire Station #12	\$
Fire Station #13	\$
Fire Station #18	\$
Fire Station #19	\$
Fire Station #20	\$
Fire Station #21	\$
Fire Station #22	\$
Fire Station #23	\$
Fire Station #24	\$

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

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**BID SCHEDULE CONTINUED**

**PART I – FIRE & EMERGENCY SERVICES CONTINUED**

**Inspections, Testing, and Maintenance of Fire Alarm Systems at Fire & Emergency Services as described in these specifications, there are certain services that should be performed on an annual basis. Please list the annual amounts to perform these services below.**

Location	Annual (Per Year)
Fire Station #25	\$
Fire Station #26	\$
Fire Station #27	\$
Fire Station #28	\$
Fire Station #29	\$
Fire Station #30	\$
Fire & Emergency Services Headquarters	\$
Fire & Emergency Services Logistical Support	\$
Fire & Emergency Services Technical Services	\$
Fire Training Academy	\$
<b>OVERALL ANNUAL TOTAL</b>	<b>\$</b>

**PART I – POLICE**

**Inspections, Testing, and Maintenance of Fire Alarm Systems at Police as described in these specifications, there are certain services that should be performed on an annual basis. Please list the annual amounts to perform these services below.**

Location	Annual (Per Year)
Police Headquarters	\$
Police Annex	\$
Police Services – East Precinct	\$
Police Services – West Precinct	\$
Police Services – Central Precinct	\$
Police Services – North Precinct	\$
Police Services – South Precinct	\$
Police Services – (Formerly Animal Control)	\$
Police Services – Animal Welfare	\$
Police Services – K9 Building	\$
Police Services – Training Facility	\$
Police Services – Firing Range	\$
Police Services – Maintenance Building	\$
<b>OVERALL ANNUAL TOTAL</b>	<b>\$</b>

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



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

**BID SCHEDULE CONTINUED**

**PART I – PARKS AND RECREATION**

**Inspections, Testing, and Maintenance of Fire Alarm Systems at Parks and Recreation as described in these specifications, there are certain services that should be performed on an annual basis. Please list the annual amounts to perform these services below.**

Location	Annual (Per Year)
Best Friend Park Recreation Center	\$
Bethesda Park Aquatic Center	\$
Bethesda Park Senior Center	\$
Bogan Park Aquatic Center	\$
Collins Hill Park Aquatic Center	\$
Dacula Park Activity Building	\$
George Pierce Park Recreation Center	\$
Lenora Park Aquatic Center	\$
Lenora Park Recreation Center	\$
Lucky Shoals Park Recreation Center	\$
Mountain Park Aquatic Center	\$
Mountain Park Activity Building	\$
Pickneyville Park Recreation Center	\$
Rhodes Jordan Park Recreation Center	\$
Shorty Howell Park Activity Building	\$
West Gwinnett Park Aquatic Center	\$
<b>OVERALL ANNUAL TOTAL</b>	<b>\$</b>

**PART I – REPAIR AND INSTALLATION SERVICES GENERAL FIRE ALARM PANELS**

**Repair and Installation Services**

Description	Approx. Annual Qty	Unit Price	Total Price
State the Non-Emergency Hourly Rate for Repair Labor Per Person During Normal Business Hours	186 Hours	\$ Per Hour	\$
State the Non-Emergency Hourly Rate for Repair Labor Per Person After Normal Business Hours	22 Hours	\$ Per Hour	\$
State the Emergency Hourly Rate for Repair Labor Per Person During Normal Business Hours	25 Hours	\$ Per Hour	\$
State the Emergency Hourly Rate for Repair Labor Per Person After Normal Business Hours	42 Hours	\$ Per Hour	\$
<b>TOTAL</b>			<b>\$</b>

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

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

<b>PART I – PART PLUS PERCENTAGE MARKUP</b>			
State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 10% of Actual Costs)	\$48,200.00	%	\$
<b>PART I – ADDITIONAL SERVICES</b>			
Cost of testing additional devices – per device			\$
<b>PART I TOTALS</b>			
Inspections, Testing, and Maintenance of Fire Alarm Systems at Various County Buildings			\$
Inspections, Testing, and Maintenance of Fire Alarm Systems at Library Branch Buildings			\$
Inspections, Testing, and Maintenance of Fire Alarm Systems at Other Buildings			\$
Inspections, Testing, and Maintenance of Fire Alarm Systems at Fire & Emergency Services			\$
Inspections, Testing, and Maintenance of Fire Alarm Systems at Police			\$
Inspections, Testing, and Maintenance of Fire Alarm Systems at Parks and Recreation			\$
Repair and Installation Services General Fire Alarm Panels			\$
Parts Plus Percentage Markup			\$
	<b>PART I OVERALL TOTAL</b>		\$

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

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

**BID SCHEDULE CONTINUED**

<b>PART II – REPAIR AND INSTALLATION SERVICES NOTIFIER FIRE ALARM PANELS</b>			
<b>Repair and Installation Services</b>			
<b>Description</b>	<b>Approx. Annual Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
State the Non-Emergency Hourly Rate for Repair Labor Per Person During Normal Business Hours	28 Hours	\$ Per Hour	\$
State the Non-Emergency Hourly Rate for Repair Labor Per Person After Normal Business Hours	10 Hours	\$ Per Hour	\$
State the Non-Emergency Hourly Rate for Repair Labor Per Person Weekends and Holiday(s)	10 Hours	\$ Per Hour	\$
State the Emergency Hourly Rate for Repair Labor Per Person During Normal Business Hours	20 Hours	\$ Per Hour	\$
State the Emergency Hourly Rate for Repair Labor Per Person After Normal Business Hours	10 Hours	\$ Per Hour	\$
State the Emergency Hourly Rate for Repair Labor Per Person Weekends and Holiday(s)	10 Hours	\$ Per Hour	\$
<b>TOTAL</b>			<b>\$</b>
<b>PART II – PART PLUS PERCENTAGE MARKUP</b>			
State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 10% of Actual Costs)	\$21,500.00	%	\$
<b>PART II TOTALS</b>			
Repair and Installation Services Notifier Fire Alarm Panels			\$
Parts Plus Percentage Markup Notifier Fire Alarm Panels			\$
<b>PART II OVERAL TOTAL</b>			<b>\$</b>

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

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

<b>PART III – REPAIR AND INSTALLATION SERVICES EST FIRE ALARM PANELS</b>			
<b>Repair and Installation Services</b>			
<b>Description</b>	<b>Approx. Annual Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
State the Non-Emergency Hourly Rate for Repair Labor Per Person During Normal Business Hours	24 Hours	\$ Per Hour	\$
State the Non-Emergency Hourly Rate for Repair Labor Per Person After Normal Business Hours	10 Hours	\$ Per Hour	\$
State the Non-Emergency Hourly Rate for Repair Labor Per Person Weekends and Holiday(s)	10 Hours	\$ Per Hour	\$
State the Emergency Hourly Rate for Repair Labor Per Person During Normal Business Hours	20 Hours	\$ Per Hour	\$
State the Emergency Hourly Rate for Repair Labor Per Person After Normal Business Hours	10 Hours	\$ Per Hour	\$
State the Emergency Hourly Rate for Repair Labor Per Person Weekends and Holiday(s)	10 Hours	\$ Per Hour	\$
<b>TOTAL</b>			<b>\$</b>
<b>PART III – PART PLUS PERCENTAGE MARKUP</b>			
State Percentage Markup charge above Cost of Parts (not to exceed 10%)	\$20,500.00	%	\$
<b>PART III TOTALS</b>			
Repair and Installation Services EST Fire Alarm Panels			\$
Parts Plus Percentage Markup EST Fire Alarm Panels			\$
<b>PART III OVERALL TOTAL</b>			<b>\$</b>

<b>PART I-III OVERALL TOTALS</b>	
PART I OVERALL TOTAL	\$
PART II OVERALL TOTAL	\$
PART III OVERALL TOTAL	\$
<b>OVERALL TOTAL</b>	<b>\$</b>

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 02/07/2022.**

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

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

**BID SCHEDULE CONTINUED**

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

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

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 \_\_\_\_\_

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

**REFERENCES**

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

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

- 1. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_
- 2. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_
- 3. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_

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

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** \_\_\_\_\_



**Solicitation Name & No. BL127-21 : Full Inspection, Testing, Maintenance, Repair, and Installation Services of Fire Alarm Systems at Various County Buildings 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).





**BL127-21 : Full Inspection, Testing, Maintenance, Repair, and Installation Services of Fire Alarm Systems at Various County Buildings 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 EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)

**GWINNETT COUNTY, GEORGIA  
LIST OF SUBCONTRACTORS**

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

NAME AND ADDRESS	TYPE OF WORK

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

## 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

**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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

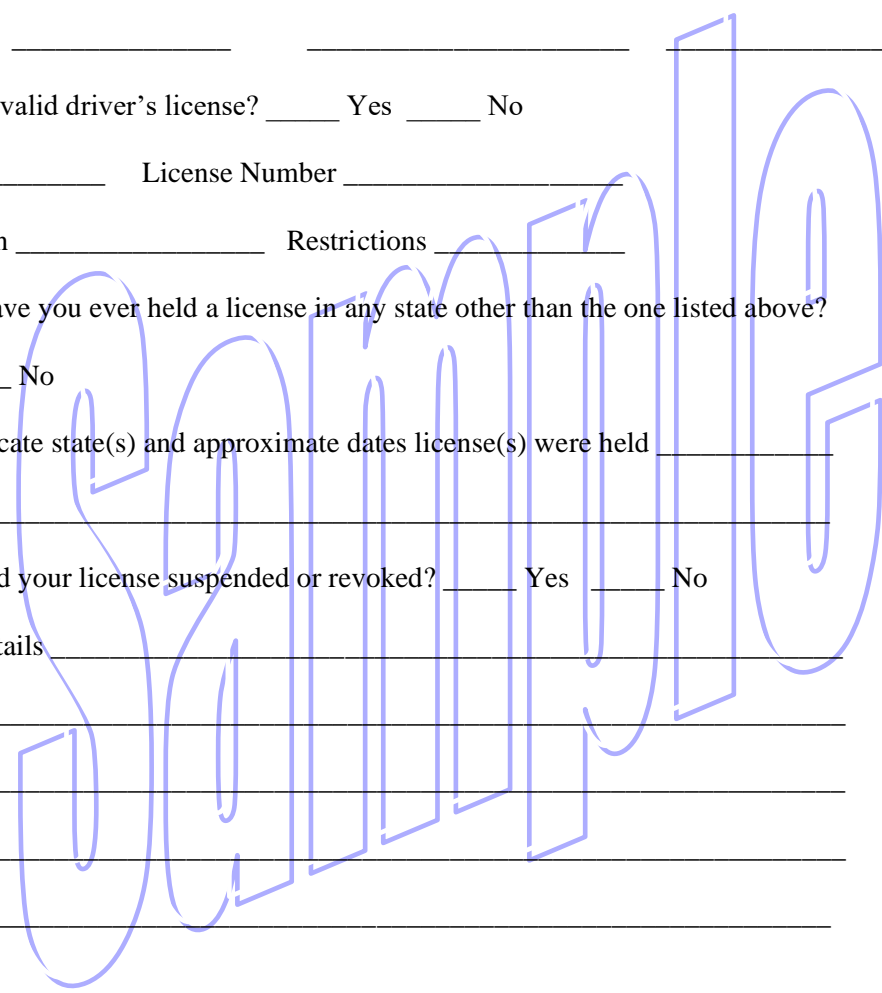
If yes, provide details \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

**BL127-21**

**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

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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 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, 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.gwinnettcountry.com](http://www.gwinnettcountry.com).

**XXXIII. PENDING LITIGATION:**

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

**XXXIV. ELECTRONIC PAYMENT**

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

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

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

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

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

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The 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.