



May 04, 2022

INVITATION TO BID:

BL056-22

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Bauer Air Compressors** for the Department of Fire and Emergency Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on May 25, 2022** at the Gwinnett County Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30045. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at **3:00 P.M.** Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Lindsey Gravitt, Purchasing Associate II, at lindsey.gravitt@gwinnettcounty.com, or by phone at 770-822-7833 **no later 3:00 P.M. May 13, 2022**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

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

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

Lindsey Gravitt

Purchasing Associate II

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

Bid Schedule, Pages 4-23
References, Page 24
Ethics Affidavit, Page 25

SPECIFICATIONS**A. General Purpose**

Gwinnett County is seeking competitive sealed bids for the Purchase of Bauer Air Compressors for the Department of Fire and Emergency Services.

B. Award

Award will be made to the supplier submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Gwinnett County is unable to accept refurbished equipment for this solicitation.

C. Ordering

Following bid award, purchase orders will be placed directly to the successful supplier, by the Gwinnett County Department of Fire and Emergency Services.

D. Unit Price

Unit Price MUST include all costs associated with this purchase including delivery, installation, set-up, and initial startup.

E. Supplier Requirements

Awarded vendor must be an authorized distributor and service center for Bauer Compressor Products.

F. *SOLE SOURCE PRODUCTS*

Substitutes will NOT be accepted. These items have been approved as a "standard" after completing a rigorous approval process. Therefore, suppliers are to quote exact item requested.

G. References

A minimum of three (3) references that can provide information regarding company's products and service should be listed on the included reference sheet.

H. 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.

I. 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.

Please note areas with ** for additional Components and Accessories requested by Gwinnett Fire & Emergency Services

Specification for a breathing air station to refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2015 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

BAUER MODEL

**UN4/13H
UNICUS 4**

6000 PSI SERVICE

The breathing air station shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all the station's components. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with a slam-action latches and lift-off hinges making it simple to facilitate inspection and maintenance. The UN4 enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance, and long life.

The station shall be designed for against-the-wall installation, operation and maintenance, and single-point operator control from the front of the station. The design of the station shall permit unrestricted cooling air flow to the compressor and motor when installed against a wall. All system instrumentation, controls and access to the containment fill station shall be located at the front of the station. The depth of the fill station portion of the Unicus 4 is adjustable, thereby allowing the Unicus 4 to fit through a standard 36" doorway. The station shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F. Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the station, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

The station shall be warranted free from defects in material and workmanship for a period of twenty-four [24] months from date of shipment or twelve months from date of start-up, whichever expires first. The

warranty shall not impose limitations on the station’s accumulated operating hours during the warranty period.

Performance Table

Model	FAD ¹ SCFM	Charging Rate ² SCFM	HP	RPM	Compressor Model	Purification System	Air Processing Capability ³ (cu ft)
UN4/13H	10.8	13.0	10.0	1420	K12.14 II	P2 Securus	67,000

Table 2

Model	SCBA Fills in 1st Hour			
	From 2 ASME		From 4 ASME	
	2216 PSI 45 cu ft	4500 PSI 45 cu ft	2216 PSI 45 cu ft	4500 PSI 45 cu ft
UN4/13H	38	25	63	45

The number of SCBA fills in 1st hour is calculated by using the following formula:

$$\frac{\text{FAD} \times 60 \text{ min/hr}}{(\text{SCBA volume at fill pressure}) - (\text{SCBA volume at 500 PSIG})} + \text{SCBA fills from storage}^4$$

Compressor

The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece Nodular Graphite Iron construction and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design with stages 1, 2 & 3 being of high strength aluminum alloy construction and the 4th stage being of forged steel construction. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polyamide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage’s discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a “W” configuration with the first and second stage sharing one common stepped cylinder. Each cylinder shall be located directly in the cooling fan’s blast. The cylinders shall be

¹ Based on standard inlet conditions.
² Based on recharging an 80-cu ft cylinder from 500 to 3000 PSIG.
³ Based on an inlet temperature of 68°F.
⁴ Reference the Bauer Fillagraph for number of fills from storage.

removable from the crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and a coalescing separator shall be supplied at the discharge of the compressor. A unique "zero loss" automatic condensate drain (ACD) system shall be supplied for all the separators. The system shall purge the separators on a timed event, approximately every fifteen minutes yet significantly decrease the interstage and final separator pressure drop as found on other brands. The reduction in pressure loss shall allow the compressor to reach maximum operating pressure quicker. Additionally, during the blow down cycle, radiant noise levels shall be significantly reduced and tubing to the A.C.D. manifold and collection reservoir are significantly reduced. The ACD system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. Manually operated valves shall be supplied to override the automatic operation of the ACD system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash /mist and low-pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash/mist lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

****Prime Mover and V-Belt Drive**

****The single-phase electric motor (240 volt) shall be of the T.E.F.C. Totally Enclosed Fan Cooled) design.** The motor voltage and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common base that is vibration isolated from the station's main frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tension the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, industrial power supply and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection, and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with **Multi-Color Touch Screen Display** incorporating vivid TFT (Thin Film Transistor) Technology and NOT limited by touch cells (Optional mounting configurations available-up to 25 ft remote)
- Emergency Stop Palm Button
- Home screen customizable with distributor contact information
- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
 - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Non-resettable hour meter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)
 - o Ethernet Connection
 - o Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a text read-out of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil

pressure drop below the factory preset value during operation. The oil pressure transmitter shall be bypassed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Fault shutdowns shall not affect the ability to fill SCBA cylinders from the storage system if there is sufficient pressure in the storage to fill them.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high-pressure purification chamber shall have a working pressure of 6000 PSIG. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without the cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

The purification system shall include Bauer's patented Securus Electronic Moisture Monitor System. A sensor shall be located in the Securus purifier cartridge for direct monitoring of moisture levels. The Touch Screen Display shall indicate the status of the Securus cartridge. The Securus system shall warn the operator, in advance, of the impending expiration of the Securus cartridge via a scrolling text display message on the panel mounted operator / compressor interface. The compressor shall shut down automatically and the operator notified via audible alarm and scrolling text display message on the panel mounted operator / compressor interface should the operator fail to change the Securus cartridge within the warning period. The compressor shall not be capable of restarting until the used cartridge is replaced with a new one⁵. The moisture monitoring system shall be of a fail-safe design. Should the electrical contact between the display module and sensor be disconnected, an immediate fault shut down shall be effected. For absolute safety and highest quality breathing air, no manual override shall be supplied for the moisture monitor.

⁵ Replace all cartridges at the same time.

Cascade Fill Control / Instrument Panel

A steel instrument panel affixed with a non-glare Lexan→ overlay shall be installed on the front of the station. The overlay shall contain an embedded airflow schematic. The cascade fill control / instrument panel shall be hinged for easy maintenance and accessibility.

The cascade control panel shall be factory piped for four storage banks and designed to fill three SCBA cylinders either independently or simultaneously. The control panel shall include, at a minimum, a manual control valve and pressure gauge for each storage bank, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, a manual direction valve to allow the operator to select SCBA filling from either air storage or the compressor, provisions for factory or field modification to allow a different fill pressure at each fill position. The cascade system shall allow the simultaneous tasks of filling one storage bank while drawing down another during the SCBA fill process. Strategically placed tees and check valves preclude the need for individual "To" and "From" valves. Systems requiring individual "To" and "From" valves shall not be deemed acceptable, as they require more efforts to operate.

All control panel mounted pressure gauges shall have a 2 ½" diameter and be liquid filled. A fluorescent light shall be factory installed above the panel to provide a glare-free illumination of the control panel. An on/off switch shall be integrated into the operator / compressor interface for the light.

Air Storage

The air storage system shall include two receivers fabricated, tested, and stamped in accordance with Section VIII of the ASME Boiler and Pressure Vessel Code. The receivers shall have a 3:1 safety factor at 6000 PSIG (7000 PSIG MAWP at 200°F).⁶ Each receiver shall have a capacity of 491 cu ft at 6000 PSIG⁷. The receivers shall be mounted in a vertical configuration in a rack that is integral to the breathing air station's frame. The rack shall be designed to accommodate four identical receivers. The receivers shall be installed in accordance with 29 CFR 1910.169. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface. Each receiver shall be supplied with a manual drain valve, an isolation valve and safety relief valve. For ease of maintenance and periodic inspection all the drain valves shall be piped to one convenient location within the Unicus 4 enclosure. Each receiver, or bank of receivers if additional storage is required, shall be piped to the cascade fill control panel to facilitate cascade filling.

****Containment Fill Station**

The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA⁸ cylinders during the refilling process.

⁶ UN storage systems available.

⁷ Capacity referenced to 70°F.

⁸ SCUBAs up to 31" maximum overall length including valve, boot, and fill yoke.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A chrome plated handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall be lined to prevent scuffing the outer surface of the SCBA cylinders. For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

****Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a stainless-steel bleed valve and stainless-steel SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.**

Testing and Preparation for Shipment

The breathing air station shall be tested by the manufacturer prior to shipment

A manufacturer's nameplate shall be placed on the interior of the electric panel. The nameplate shall include, at a minimum, manufacturer's name, model number, serial number, compressor block number, and date of manufacture. Voltage, phase / frequency, and amperage are located on another label inside the electrical panel

The station shall be suitably prepared for motor freight transport. The station shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by a wooden crate. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

Documentation

A documentation package shall be supplied with the station. The documentation package shall include, at a minimum, an operation manual on CD, recommended spare parts list, warranty information and a start-up/warranty registration form.

The Operator's Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

****Installation, Set-up, and Initial Startup**

****Gwinnett Fire & Emergency Services will provide an electrical disconnect with a minimum of 15 feet of wire from the electrical disconnect for connection to the compressor.**

**The successful service provider will complete installation and set-up of the breathing air compressor in a location approved by Gwinnett Fire & Emergency Services.

** The successful service provider will complete the initial startup and testing of purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air.

****Accessories to be Included**

The following shall be included by the manufacturer as accessories to the breathing air station:

- **leveling feet and securing brackets (no charge option)
- **Two additional ASME receivers
- **Carbon monoxide monitor with calibration kit
- **Remote Fill with regulator, pressure gauge, line valve, and cabinet enclosed hose reel with 100 ft of high-pressure 6000 psi hose

Please note areas with ** for additional Components and Accessories requested by Gwinnett Fire & Emergency Services

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BAUER MODEL

**UN4/25H-E3
UNICUS 4**

6000 PSI SERVICE

The breathing air station shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all the station's components. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with a slam-action latches and lift-off hinges making it simple to facilitate inspection and maintenance. The UN4 enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance, and long life.

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The station shall be warranted free from defects in material and workmanship for a period of twenty-four [24] months from date of shipment or twelve months from date of start-up, whichever expires first. The

warranty shall not impose limitations on the station’s accumulated operating hours during the warranty period.

Performance Table

Model	FAD ⁹ SCFM	Charging Rate ¹⁰ SCFM	HP	RPM	Compressor Model	Purification System	Air Processing Capability ¹¹ (cu ft)
UN4/25H-E3	21.0	25.2	20.0	1300	K18.1 II	P5 Securus	150,000

Table 2

Model	SCBA Fills in 1st Hour			
	From 2 ASME		From 4 ASME	
	2216 PSI 45 cu ft	4500 PSI 45 cu ft	2216 PSI 45 cu ft	4500 PSI 45 cu ft
UN4/25H-E3	56	40	81	60

The number of SCBA fills in 1st hour is calculated by using the following formula:

$$\frac{\text{FAD} \times 60 \text{ min/hr}}{(\text{SCBA volume at fill pressure}) - (\text{SCBA volume at 500 PSIG})} + \text{SCBA fills from storage}^{12}$$

Compressor

The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece Nodular Graphite Iron construction and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design with stages 1, 2 & 3 being of high strength aluminum alloy construction and the 4th stage being of forged steel construction. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polyamide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage’s discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a “W” configuration with the first and second stage sharing one common stepped cylinder. Each cylinder shall be located directly in the cooling fan’s blast. The cylinders shall be removable from the

¹ Based on standard inlet conditions.
² Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.
³ Based on an inlet temperature of 68°F.
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crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

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The compressor shall be lubricated by a combination splash /mist and low-pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash/mist lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Prime Mover and V-Belt Drive

The three-phase electric motor shall be of the T.E.F.C. (Totally Enclosed Fan Cooled) design. The motor voltage and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common base that is vibration isolated from the station's main frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tension the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, industrial power supply and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection, and control of the compressor systems.

Standard features of the CCP include:

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- UL electrical panel
- Human Machine Interface (HMI) with **Multi-Color Touch Screen Display** incorporating vivid TFT (Thin Film Transistor) Technology and NOT limited by touch cells (Optional mounting configurations available-up to 25 ft remote)
- Emergency Stop Palm Button
- Home screen customizable with distributor contact information
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- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
 - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Non-resettable hour meter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)
 - o Ethernet Connection
 - o Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a text read-out of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be bypassed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Fault shutdowns shall not affect the ability to fill SCBA cylinders from the storage system if there is sufficient pressure in the storage to fill them.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high-pressure purification chamber shall have a working pressure of 6000 PSIG. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without the cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

The purification system shall include Bauer's patented Securus Electronic Moisture Monitor System. A sensor shall be located in the Securus purifier cartridge for direct monitoring of moisture levels. The Touch Screen Display shall indicate the status of the Securus cartridge. The Securus system shall warn the operator, in advance, of the impending expiration of the Securus cartridge via a scrolling text display message on the panel mounted operator / compressor interface. The compressor shall shut down automatically and the operator notified via audible alarm and scrolling text display message on the panel mounted operator / compressor interface should the operator fail to change the Securus cartridge within the warning period. The compressor shall not be capable of restarting until the used cartridge is replaced with a new one¹³. The moisture monitoring system shall be of a fail-safe design. Should the electrical contact between the display module and sensor be disconnected, an immediate fault shut down shall be

⁵Replace all cartridges at the same time.

effected. For absolute safety and highest quality breathing air, no manual override shall be supplied for the moisture monitor.

Cascade Fill Control / Instrument Panel

A steel instrument panel affixed with a non-glare Lexan→ overlay shall be installed on the front of the station. The overlay shall contain an embedded airflow schematic. The cascade fill control / instrument panel shall be hinged for easy maintenance and accessibility.

The cascade control panel shall be factory piped for four storage banks and designed to fill three SCBA cylinders either independently or simultaneously. The control panel shall include, at a minimum, a manual control valve and pressure gauge for each storage bank, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, a manual direction valve to allow the operator to select SCBA filling from either air storage or the compressor, provisions for factory or field modification to allow a different fill pressure at each fill position. The cascade system shall allow the simultaneous tasks of filling one storage bank while drawing down another during the SCBA fill process. Strategically placed tees and check valves preclude the need for individual "To" and "From" valves. Systems requiring individual "To" and "From" valves shall not be deemed acceptable, as they require more efforts to operate.

All control panel mounted pressure gauges shall have a 2 ½" diameter and be liquid filled. A fluorescent light shall be factory installed above the panel to provide a glare-free illumination of the control panel. An on/off switch shall be integrated into the operator / compressor interface for the light.

Air Storage

The air storage system shall include two receivers fabricated, tested, and stamped in accordance with Section VIII of the ASME Boiler and Pressure Vessel Code. The receivers shall have a 3:1 safety factor at 6000 PSIG (7000 PSIG MAWP at 200°F).¹⁴ Each receiver shall have a capacity of 491 cu ft at 6000 PSIG¹⁵. The receivers shall be mounted in a vertical configuration in a rack that is integral to the breathing air station's frame. The rack shall be designed to accommodate four identical receivers. The receivers shall be installed in accordance with 29 CFR 1910.169. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface. Each receiver shall be supplied with a manual drain valve, an isolation valve and safety relief valve. For ease of maintenance and periodic inspection all the drain valves shall be piped to one convenient location within the Unicus 4 enclosure. Each receiver, or bank of receivers if additional storage is required, shall be piped to the cascade fill control panel to facilitate cascade filling.

****Containment Fill Station**

⁶ UN storage systems available.

⁷Capacity referenced to 70°F.

The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA¹⁶ cylinders during the refilling process.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A chrome plated handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall be lined to prevent scuffing the outer surface of the SCBA cylinders. For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

****Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a stainless-steel bleed valve and stainless-steel SCBA fill adapter of choice.** Fill hose retainers shall be provided to anchor the fill hoses when not in use.

Testing and Preparation for Shipment

The breathing air station shall be tested by the manufacturer prior to shipment

A manufacturer's nameplate shall be placed on the interior of the electric panel. The nameplate shall include, at a minimum, manufacturer's name, model number, serial number, compressor block number, and date of manufacture. Voltage, phase / frequency, and amperage are located on another label inside the electrical panel

The station shall be suitably prepared for motor freight transport. The station shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by a wooden crate. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

Documentation

A documentation package shall be supplied with the station. The documentation package shall include, at a minimum, an operation manual on CD, recommended spare parts list, warranty information and a start-up/warranty registration form.

The Operator's Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

⁸SCUBAs up to 31" maximum overall length including valve, boot, and fill yoke.

****Installation, Set-up, and Initial Startup**

**Gwinnett Fire & Emergency Services will provide an electrical disconnect with a minimum of 15 feet of wire from the electrical disconnect for connection to the compressor.

**The successful service provider will complete installation and set-up of the breathing air compressor in a location approved by Gwinnett Fire & Emergency Services.

** The successful service provider will complete the initial startup and testing of purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air.

****Accessories to be Included**

The following shall be included by the manufacturer as accessories to the breathing air station:

- **leveling feet and securing brackets (no charge option)
- **Two additional ASME receivers
- **Carbon monoxide monitor with calibration kit
- **Remote Fill with regulator, pressure gauge, line valve, and cabinet enclosed hose reel with 100 ft of high-pressure 6000 psi hose

BAUER MODEL

**UN4/25H-E3
UNICUS 4**

6000 PSI SERVICE

Please note areas with ** for additional Components and Accessories requested by Gwinnett Fire & Emergency Services

****Containment Fill Station**

****Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a stainless-steel bleed valve and stainless-steel SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.**

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Failure To Return This Page Could Result In Your Bid Being Deemed Non-Responsive

BID SCHEDULE

Delivery will be F.O.B. Destination, freight pre-paid and allowed to:

Item 1: Fire Sation 20, 1801 Cruse Rd Lawrenceville GA 30044

Item 2: Training Academy, 3608 Braselton Hwy Dacula GA 30019

ITEM #	QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
1	1 EA	Bauer Air Compressor UN4/13H, per attached specifications	Sole Source. Alternate Items will not be considered.			
2	1 EA	Bauer Air Compressor UN4/25H-E3, per attached specifications	Sole Source. Alternate Items will not be considered.			
TOTAL					\$	

Company Name _____

Failure To Return This Page Could Result In Your Bid Being Deemed Non-Responsive
BID SCHEDULE CONTINUED

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

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

Legal Business Name _____

Federal Tax ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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

Telephone Number _____ Fax Number _____

E-mail address _____

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 MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

BL056-22

Buyer's Initials: LG

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
SIGNATURE

ATTENTION

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

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

GWINNETT COUNTY

DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION

GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal

submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

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

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

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

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies

owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition

to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The

Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

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

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@gwinnettcountry.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.