



January 25, 2023

**REQUEST FOR PROPOSAL
BL029-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified contractors to **HVAC System Maintenance, Repair, and Replacement Services for Various Department of Water Resources Locations**.

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 **February 20, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate

A WebEx pre-bid meeting is scheduled for 10:00 A.M. on February 07, 2023. To access, dial [1-408-418-9388](tel:1-408-418-9388), enter Access code [2331 828 2860](https://www.gwinnettcounty.com). All interested parties are urged to attend. The pre-bid conference is to be utilized by contractors and subcontractors to ask any questions in order to submit a bid for this project. All bidders are strongly urged to attend.

Questions regarding bids should be directed to Brittany Bryant, Purchasing Associate II at Brittany.Bryant@GwinnettCounty.com or by calling 770-822-7759, no later than **3:00PM on February 09, 2023**

All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. The bid bond, payment bond, and performance bond 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 «suppliercontractorconsultant» submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

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

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

Brittany Bryant
Purchasing Associate II

Documents to return in duplicate as your bid submittal:

- Bid Schedule, page 14-25
- References, page 26
- Everify, page 27
- Code of Ethics Affidavit, 28
- Bid Bond, pages 29-31

STATEMENT OF WORK

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids for HVAC System Maintenance, Repair, and Replacement Services on various Department of Water Resources (GCDWR) facilities. The majority of the GCDWR facilities are industrial in nature and have HVAC systems that are critical to the proper operation of the water and wastewater treatment systems.

Award for this contract is divided into seven (7) Sections. Sections A through F will include comprehensive preventative maintenance services and minor repairs up to \$1,500. Award for these sections will be to the lowest responsive and responsible bidder in each section. These sections cover the following facilities:

Section A – Wastewater Pump Stations

Section B – F. Wayne Hill Water Reclamation Center, DWR Water Laboratory, and The Water Tower

Section C – Crooked Creek Water Reclamation Facility

Section D – Yellow River Water Reclamation Facility

Section E – Lanier Filter Plant, Shoal Creek Filter Plant, Raw Water Pump Stations, and Water Distribution Booster Stations.

Section F – DWR Central Facility and Pump Stations Maintenance Shop

Section G - will cover all DWR facilities and include on-call repairs over \$1,500 for HVAC systems and equipment, HVAC system replacement, and rental of HVAC equipment in emergency situations. The intent is to award Section G to multiple contractors. For each project DWR will provide a scope of work and request cost proposals based on the awarded contract bid schedule from each contractor. Assignment of work among the contractors will be based on the following:

1. Cost

2. Are resources available within the timeframe required,

3. Are the specific services needed, available within the contractor's team,

4. Is the contractor available to meet onsite to view the work and submit a cost proposal,

Bidders DO **NOT** have to bid on all Sections described above. You may submit pricing for any number of Sections. Review the equipment list for each Section. Ensure that you can provide services to all Sections for which you submit a bid.

The locations for all Sections and the associated equipment are described in Appendix A.

For the purposes of this procurement and subsequent contract, HVAC Systems shall be defined as any and all components of the heating, ventilation, and air conditioning systems for any facility including, but not limited to the following components:

- Furnaces and heat exchangers
- Air conditioners (evaporator coils, condensing units, compressors, etc.)
- Heat pumps
- Electric heaters
- Power induction units
- Terminal units
- Ventilation and exhaust fans
- Refrigerant lines
- Ducts work (ducts, supply vents, return vents, dampers, etc.)
- Thermostats and control systems
- Chillers (chiller, chilled water pumps, chilled water piping and valves, etc.)
- Air handling units
- Associated electrical and control systems
- All related appurtenances not specifically listed by required for the proper operation of the HVAC System

I. SCOPE OF SERVICES

A. Comprehensive Preventative Maintenance Services [SECTIONS A – F]

Under the terms of this procurement and subsequent contract award, Comprehensive Preventative Maintenance Services means that for the stated dollar amounts, the Contractor shall provide all specified or scheduled preventative maintenance, inspections, and condition reporting required to maintain the specified HVAC equipment in proper and adequate operating condition at the specified facility locations. There shall be **no** additional costs to the County for these services.

Minor repairs up to \$1,500 may be done concurrently with scheduled preventative maintenance without prior approval from DWR. Invoicing for the repairs shall include, in addition to detailed material and labor costs, detailed information on the issue identified and repairs done.

1. Facilities and Equipment

The Comprehensive Preventative Maintenance Services will apply to all facilities and equipment listed in Appendix A. The selected Contractor shall accept all equipment "as is" and shall assume complete responsibility for its maintenance during the contract term.

As part of its services, the Contractor shall be responsible for confirming and updating the equipment list for each facility included in the awarded Section. The format for this list will conform with or be similar to the equipment list included in this bid document. The GCDWR Representative shall review and approve the format prior to the Contractor preparing the updated list. The Contractor shall provide the equipment list to the GCDWR Representative as soon as practicable but no later than 60 days after award of the contract. The list shall include for all major equipment, the make, model, and serial number and shall indicate the quantity and sizes of all belts and filters. The Contractor shall maintain this master list of equipment for the duration of the contract. When GCDWR or the Contractor replaces a piece of equipment, the Contractor shall update the list to reflect the new equipment.

The contractor shall submit a quote to DWR for the preventative maintenance of any equipment identified in the above paragraph that is not include in Appendix A.

2. Preventative Maintenance Scope and Responsibilities

As a part of the Comprehensive Preventative Maintenance Services, the Contractor shall provide preventative maintenance services per the manufacturer's recommendations for the equipment listed and described in Appendix A. The preventative maintenance services will be conducted quarterly or semiannually, depending on the specific equipment, and will be scheduled according to a timetable provided by the GCDWR Representative. This performance schedule, based on the prior record of maintenance with the equipment, will be furnished to the Contractor within 30 days of the start of the contract. This performance schedule shall be strictly maintained, and the Contractor shall be expected to complete the required preventative maintenance tasks and services in the specified months. A consistent failure to meet these schedule terms will be considered contract non-compliance and may result in reductions from the monthly payments to the Contractor or a termination of the contract for non-performance. There could be locations with some equipment where service has to be performed on only a quarterly basis and equipment where services are to be performed on only a semi-annual basis.

The basic requirements for the preventative maintenance services are listed in the next three sub-sections. The Contractor will be responsible for all the listed work items as applicable to the equipment and will be responsible for all associated costs. Included in these costs are administration, supervision and overhead, travel, equipment and tools necessary to perform the services, personnel time, and consumable materials such as filters, belts, lubricants, refrigerants, etc. If during the scheduled preventative maintenance services, the Contractor determines the need for repair or replacement of equipment or parts that extend beyond the scheduled preventative maintenance tasks, the Contractor shall notify the GCDWR Representative and provide a quote and schedule for the repair or replacement costs.

2a. Preventative Maintenance for Air Conditioning Systems

Unless called for differently by the manufacturer's instructions, the preventative maintenance program for air conditioning systems shall include the following tasks:

- i. Install gauges and check operating pressures.
- ii. Check voltage and amperage to all motors.
- iii. Check air temperature drop across evaporator.
- iv. Check all adequate refrigerant charges.
- v. Check for refrigerant leaks.
- vi. Lubricate all moving parts.
- vii. Check belts and adjust the tension.
- viii. Replace filters.
- ix. Check pressure switch and cut-out settings.
- x. Check electrical lock-out circuits.
- xi. Check starting contactor contacts.
- xii. Check all wiring and connections.
- xiii. Check and adjust thermostats for proper calibration and operation.
- xiv. Check air temperature across condenser.
- xv. Turn exposed dampers to cooling, if marked. No balancing.
- xvi. Check and flush condensate drain.
- xvii. Visually check ductwork.
- xviii. Remove dust, soot, rust, etc., from furnace blower.
- xix. Check Delta T across evaporator coil, clean if less than sixteen (16) degrees.
- xx. Operate air conditioning system through normal cycle, make any necessary adjustments.
- xxi. Clean evaporator drain pan.
- xxii. Clear condensate drain and add cleaning agent to drain line to prevent unnecessary clogging.

2b. Preventative Maintenance for Furnace Systems

Unless called for differently by the manufacturer's instructions, the preventative maintenance program for furnaces shall include the following tasks:

- i. Check and adjust thermostat.
- ii. Check and adjust all safety controls.
- iii. Clean burners and heat exchanger as needed.
- iv. Clean and adjust pilot assembly.
- v. Check condition of thermocouple, replace if failure is imminent.
- vi. Check and adjust burner for efficiency.
- vii. Check for gas leaks in furnace.
- viii. Using a Carbon Monoxide Detector, check CO readings in space and at outlets of ductwork. Record readings in PPM on service provider service report to be provided to GCDWR.
- ix. Lubricate all moving parts.
- x. Check belts and adjust tension.
- xi. Replace filters.
- xii. Check flue pipe.
- xiii. Shut down central air conditioner.
- xiv. Turn exposed dampers to heating, if marked. No balancing.
- xv. Adjust pressure regulator.
- xvi. Check crankcase heater.
- xvii. Check air circulation.
- xviii. Visually check duct work.
- xix. Remove dust, soot, rust, etc., from furnace blower.
- xx. Operate furnace through normal cycle, make any necessary adjustments.

2c. Preventative Maintenance for Chiller Systems

Unless called for differently by the manufacturer's instructions, the preventative maintenance program for chillers shall include the following tasks:

- i. Check unit for proper operation, excessive noise or vibration.
- ii. Run system diagnostics test.
- iii. Check for refrigerant/oil leaks. Repair leaks if found.
- iv. Check oil level in sight glass, add oil as necessary.
- v. Check refrigerant levels and recharge if necessary.
- vi. Check superheat and subcooling temperatures.
- vii. Check liquid in line sight glass, oil and refrigerant pressures.
- viii. Check compressor and evaporator heater operation.
- ix. Check contactors, sensors and mechanical safety limits.
- x. Check electrical wiring and connections; tighten loose connections.
- xi. Perform meg test on chiller compressor motor and all other associated motors. Compare to historical readings.
- xii. Clean intake side of condenser coils, fans, and intake screens.
- xiii. Inspect fan(s) or blower(s) for bent blades or imbalance.
- xiv. Lubricate shaft bearings and motor bearings as required.
- xv. Inspect plumbing and valves for leaks. Repair if necessary.
- xvi. Check evaporator and condenser for corrosion.
- xvii. Clean chiller and surrounding area.
- xviii. Ensure proper operation of freeze protection safety devices.
- xix. Collect sample of refrigerant/oil and submit to a qualified laboratory for analysis.
- xx. With chiller operating, document all pressures and temperatures.
- xxi. Record run times.

2d. Preventative Maintenance for Fans and Blowers

Unless called for differently by the manufacturer's instructions, the preventative maintenance program for fans and blowers shall include the following tasks:

- i. Inspect unit for unusual noise and/or vibration.
- ii. Inspect and clean housing.
- iii. Check belts and adjust the tension.
- iv. Lubricate all moving parts.
- v. Inspect fan and motor for proper alignment.
- vi. Clean entire unit, motor and fan assembly.
- vii. Clean intake and exhaust grills, louvers, and bird/insect screens.
- viii. Check motor load amps.
- ix. Inspect fan blades and moving parts for excessive wear.
- x. Inspect all wiring for deterioration.
- xi. Check tightness of electrical connections.
- xii. Inspect electrical contact surfaces.
- xiii. Verify tightness of balance weights.

2e. Preventative Maintenance Reporting

The Contractor shall prepare and submit to the GCDWR Representative a Preventative Maintenance Checklist for each preventative maintenance visit completed. The format and content of the Preventative Maintenance Checklist must be approved by the GCDWR Representative prior to the start of services under the contract. The Checklist shall be a comprehensive listing of the preventative maintenance tasks required and shall include space for information to be provided on repairs and replacements. The Preventative Maintenance Checklist shall be completed in full and signed and dated by the Contractor's technician and a GCDWR employee from the facility where the services were performed. A legible copy of the completed checklist must be submitted to the GCDWR Representative within 24 hours of completion of the services. The checklist may be submitted in a paper form or by computer transmission. The failure of the Contractor to submit these checklists in a timely manner may be cause for the GCDWR to delay or withhold payment for a service element and may lead to non-performance issues. The Contractor shall maintain an up-to-date record of information from the checklists for transfer to quarterly reports described elsewhere within the procurement documents.

B. On-Call Repairs for HVAC Systems and Equipment [SECTION G]

1. Basic Scope

On-Call Repairs for HVAC Systems and Equipment are for the On-Call Repair Services to be provided by the Contractor for repairs outside of the work defined under Section I.A. Comprehensive Preventative Maintenance Services. These services are for the facilities and equipment described in Appendix A.

2. Availability and Response Time

The Contractor shall be available to provide on-call repair services on a full-time basis 24 hours per day and 7 days per week. The Contractor's personnel shall provide a response call to the service call originator within 30 minutes or less and shall be on-site for the repair within two (2) hours of this response call. The Contractor shall complete every service call within 12 hours; unless special conditions exist where a repair cannot be completed within said time, such as a proprietary part must be obtained from an out of area supplier or purchase of replacement equipment requires a long lead time. In such instances, the Contractor's technician shall notify the GCDWR Representative promptly after determining this situation exists. GCDWR reserves the right to deny time extensions for repairs where it believes the Contractor's request is unreasonable or not based on fact. The GCDWR Representative also may require the Contractor to respond quicker to the site and in completion of the repair if the situation is deemed an emergency. The GCDWR Representative will notify the Contractor at the time of the call out if this is the case. The names of the GCDWR Representative and other GCDWR staff authorized to issue service calls will be provided to the Contractor in writing upon the start of the contract period.

3. Repair Requirements

Repairs under this Section require the Contractor to provide all services, equipment, parts, and materials that are needed to fully maintain the HVAC equipment located at each facility. Although this bid lists very specific pieces of equipment, the Contractor's repair and maintenance responsibility extends to all systems and equipment contributing to or ancillary to the proper operation of heating, ventilation, and air conditioning systems. Included are all relevant compressors, refrigerant systems, pumps, valves, exhaust fans, unit heaters, ductwork, vents, flues, water lines, hot and chilled water lines, condensate lines and drains, gas lines, electrical power services and lines, thermostat and controls systems, and other equipment associated with the HVAC systems. Where plumbing or gas piping is involved, the Contractor shall be responsible for the complete system back to the regulator valve serving the equipment or to the nearest main in event there is no regulator valve. Where the electrical system is involved, the Contractor shall be responsible for the complete system back to and including the disconnect, or if there is no disconnect serving the equipment, to the circuit breaker in the electrical panel. The Contractor shall be responsible for any needed repair on the above-described systems and equipment.

4. Service Requests

The Contractor shall provide these On-Call Repair services in response to specific service requests made by a GCDWR Representative or designees of this representative. Prior to the start of services under this agreement GCDWR shall provide the Contractor a list of what personnel may submit service requests to the Contractor. Service requests will be submitted by telephone or e-mail and will be confirmed by e-mail or facsimile, subject to arrangements with the Contractor and applicable GCDWR Representative.

5. Basis of Compensation

Compensation to the Contractor for service call responses will be based on the hourly labor rates provided in the bid for the contract, the actual cost of parts plus a percentage markup indicated in the same bid (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 the 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 call 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 hours" specified in the bid. 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 GCDWR. It is expected that the Contractor will have on staff the trades typically used for HVAC repair. Sub-contractor services when authorized by GCDWR shall be billed at cost plus the same mark-up utilized for parts and materials. Sub-contractor costs must be documented. NOTE: All sub-contractors must be pre-approved by the GCDWR Representative prior to the work being performed.

6. Limitation on Utilization of Personnel

The Contractor typically will be expected to utilize one technician for a routine service call. If the Contractor anticipates using a helper for the repair, it shall obtain prior approval from the GCDWR Representative prior to committing to the use of the additional staff. GCDWR will withhold payment for any invoice reflecting a helper, where this support did not have prior approval. Staff utilization on larger scale repairs and projects with written authorization from GCDWR shall reflect the staffing levels in the Contractor's approved proposal.

7. Service Call Charges

As noted above, GCDWR will not pay the hourly labor rate for time to travel to and from the service site or away from the service location to pick up parts and/or materials. Instead, compensation may include one Service Call Charge per service call to cover any travel time. This amount will be a flat fee charged in lieu of hourly time. Example: Repair personnel shows up on job at 9:00 AM, checks out problem and discovers that he needs to replace a part that he does not have on his service vehicle. He leaves the job site at 10:00 AM, picks up the part and returns to the job site at 11:30 AM. He completes the repair at 12:30 PM. Billable costs at the hourly rate are from 9:00 – 10:00 and 11:30 – 12:30, and there is one Service Call Charge.

8. Repairs in Excess of \$5,000/Equipment Replacements

If the Contractor expects a repair to exceed \$5,000.00, the Contractor's HVAC Technician or Contractor Service Manager shall contact the GCDWR Representative prior to initiating the repair and shall provide a written estimate of the repair costs. This estimate shall include a detailed listing of expected labor costs by personnel classification, rate and hours; an itemized description of required parts and their costs; and a schedule for when the work can be performed. This estimate must be approved in writing by the GCDWR Representative and must be retained and submitted by the Contractor to GCDWR with the final Contractor Service Report.

If the Contractor's repair estimate exceeds 85% of the cost of a major equipment element or a complete unit of the HVAC system, the Contractor shall notify the GCDWR Representative of this situation prior to any repair activities. It will be at GCDWR's discretion whether to proceed with the repair or replace the equipment/unit. Depending on the exigency of the situation, GCDWR may authorize the Contractor to proceed with purchase and installation of the replacement equipment/unit, or it may choose to purchase the equipment/unit through GCDWR's procedures and furnish it to the Contractor for installation.

9. Special Projects on an On-Call Basis

GCDWR may on occasion require that the Contractor participate in a pre-planned HVAC project on one of the facilities designated within this procurement. In such cases, the GCDWR Representative will provide a scope of services for said project and solicit a written cost estimate and schedule from the Contractor. The contractor shall prepare its estimate based on the unit costs and other terms of the agreement and will perform the services as authorized by GCDWR. The Contractor shall maintain all records for labor and parts costs so that it can bill in accordance with the terms of the agreement. GCDWR has no projection of the number and magnitude of such project level work and will only solicit such work from the Contractor if it is in its best interest in terms of schedule, convenience, and reliability.

10. Sub-Contractors

The Contractor shall be prepared to perform all of the services called for under this agreement with its own staff, and its bid should reflect this approach. GCDWR on occasion, may require the Contractor to utilize specialty sub-contractors for controls, insulation or other work elements that are beyond the scope of service indicated in this solicitation. In such cases, the GCDWR 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.

11. Service Report Requirements

Each completed service call shall be documented by a Contractor Service Report. The Service Report must be signed by the HVAC Technician who provided the services or repairs and by a representative from the facility where the work was completed. The Service Report shall be in a format acceptable to and approved by the GCDWR Representative and must provide comprehensive information. The Service Report shall include, at a minimum, the following information:

- Bid BL Number
- County Purchase Order Number
- A Service Report Tracking Number
- Location of Services – Facility Name/Address
- Description of Equipment Serviced – Makes, Models and Serial Numbers
- Description of Services Repairs Performed
- Personnel Utilized and Hours of Service
- Calculation of Personnel Cost
- Parts & Materials Utilized/Costs/Markup
- Trip Charge (If Applicable)
- Total Cost of Service

The Service Report may be submitted in a faxed paper version or as a computer transmission and must be legible. The GCDWR Representative will review Service Reports and let the Contractor know within five calendar days if there are any questions or concerns regarding the services.

12. Invoicing

The contractor shall invoice GCDWR for its services only after there is confirmation that the information provided is acceptable to the County. No questions or no directions to modify the costs on the Service Report shall be taken as confirmation. If changes are required by GCDWR, the 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 Report Tracking Number, and shall be formatted according to terms and rates in the Bid Schedule. The total monetary amount on the invoice and Service Report shall correspond, and the Service Report should be attached to the invoice. It is very important that this referenced information be complete and correct. Contractor's failure to present thorough and correct information will confuse and slow the payment process.

C. HVAC System Replacement

Under the terms of this procurement and subsequent contract award, HVAC System Replacement means that GCDWR may elect to replace HVAC systems or components in lieu of repairing them, when determined to be more cost effective. In these situations, the Contractor shall provide all required equipment, tools, and labor to complete the removal and replacement of the system or component being replaced.

1. Replacement Equipment Selection

When a decision is made to replace existing equipment within an HVAC system, the equipment to be used shall be equal to or better than the existing equipment in terms of performance standards. Depending on the specific equipment to be replaced and the circumstances requiring the replacement, GCDWR may provide the Contractor detailed specifications for the replacement equipment, or have the Contractor recommend the equipment to be used. In either case, the Contractor shall provide submittal information for the proposed equipment to be reviewed by GCDWR. At a minimum, submittal information shall include the following, as applicable:

- Manufacturer's name and model number
- Descriptive specifications and literature
- Performance characteristics and data
- Capacities and ratings
- Materials of construction
- Equipment type, size, class, drive arrangement, discharge, rotation, and bearings
- Wheel type, diameter, revolutions per minute, and tip speed
- Motor data
- Compressor data
- Vibration isolation.
- Drawings showing configuration, dimensions, and weights
- Power and control wiring diagrams

2. Basis of Compensation

Compensation to the Contractor for HVAC System Replacement will be based on the hourly labor rates provided in the bid for the contract, the actual cost of the new equipment plus a percentage markup indicated in the same bid (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 the 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 call 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 hours" specified in the bid. 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 GCDWR. Sub-contractor services when authorized by GCDWR shall be billed at cost plus the same mark-up utilized for parts and materials. Sub-contractor costs must be documented. NOTE: All sub-contractors must be pre-approved by the GCDWR Representative prior to the work being performed.

Prior to performing any work or ordering any equipment or materials, the successful Contractor shall provide a written proposal for the replacement work, which includes a breakdown of the material and equipment costs and the labor costs, with a not-to-exceed total cost. The proposal shall also include a schedule for completion of the work, indicating lead times for equipment delivery and duration of the work at GCDWR's facility.

D. Rental of HVAC Equipment in Emergency Situations

Under the terms of this procurement and subsequent contract award, Rental of HVAC Equipment in Emergency Situations means that GCDWR may require equipment to be provided by the Contractor for use at GCDWR facilities to maintain proper and safe operation of the facilities. In these situations, the Contractor shall provide all required equipment, accessories tools, and labor to furnish and install the rented equipment to perform in places of, or as back-up to, the normally operating HVAC system. Rental equipment may include, but is not limited to, air conditioners, air handling units, fans or blowers, unit heaters, chillers, and air ducting. During the rental period, the Contractor shall maintain the rented equipment to ensure performance, as required.

1. Basis of Compensation

Compensation to the Contractor for Rental of HVAC Equipment in Emergency Situations will be based on the hourly labor rates provided in the bid for the contract, the actual cost of the rental equipment plus a percentage markup indicated in the same bid (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 the 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 call 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 hours" specified in the bid. 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 GCDWR. Sub-contractor services when authorized by GCDWR shall be billed at cost plus the same mark-up utilized for parts and materials. Sub-contractor costs must be documented. NOTE: All sub-contractors must be pre-approved by the GCDWR Representative prior to the work being performed.

Prior to performing any work or ordering any equipment or materials, the successful Contractor shall provide a written proposal for the work, which includes a breakdown of the material and equipment rental costs, the labor costs for installation and set-up, and the labor costs for maintaining the system. In some circumstances, GCDWR may waive the requirement for the proposal prior to beginning work.

E. Performance Standards and Quality Assurance

1. Manufacturers' Standards

All preventative maintenance and repair services called for herein, unless otherwise stated in these specifications, shall be in accordance with the standards, methods, and procedures established in original manufacturers' operations, maintenance and repair manuals. When the Contractor installs new equipment, it also shall follow the standards and procedures established by the applicable equipment manufacturers.

2. Equipment, Components, and Parts

Replacement units and equipment such as furnaces, heat pumps, and cooling condensers shall conform to industry standards and at a minimum meet Department of Energy Regulations regarding efficiency. Replacement components and parts also must meet industry standards and be compliant with manufacturers' recommendations. All equipment, components, and parts must be new, free of defects, suitable for the intended service, at least compatible to that replaced (i.e. 1/3 HP motor must be replaced with 1/3 HP motor), and must be able to function at the same or enhanced level. Replacements of equipment, components, and parts may be subject to the GCDWR Representative's approval, and the GCDWR Representative may review field work and audit repair/replacement invoices.

3. 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 and to the satisfaction of GCDWR.

4. Waste/Refrigerant Disposal

Contractor shall dispose of all waste promptly and shall comply with government regulations and legal requirements in doing so. 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. The Contractor shall be responsible for proper disposal of all HVAC system parts, materials, and equipment removed during its services. The Contractor also shall be responsible for the proper removal and disposal of HVAC refrigerants according to the latest EPA regulations. Contractor shall maintain documentation showing that all of its service personnel are properly trained and certified in the latest techniques for refrigerant removal and disposal.

5. Safety Precautions and Requirements

- a. Contractor shall take precautions to prevent fires. Contractor shall store flammable materials in non-combustible containers and store away from fire sources. Contractor shall remove flammable waste regularly from the work site. Contractor also shall carefully supervise operation of potential fire sources such as cutting and welding.
- b. Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall provide barricades and signs as required to protect Contractor's personnel, GCDWR employees, and the public from hazards and to inform them thereof. Barricades and warning signs shall comply with OSHA safety regulations.
- c. Contractor shall provide and require use of safety equipment, clothing, and accessories as required by its work activities and safety regulations. NOTE: As a safety precaution, GCDWR requires the Contractor to always furnish its own equipment, tools, and ladders.

6. Warranties

The Contractor shall warrant against failure of all materials and workmanship associated with its work for one (1) year after the date of acceptance of such work. The Contractor shall correct such work promptly, at no cost to GCDWR, after receipt of written notice from GCDWR to do so. Maximum response time for initiation of repairs during the warranty period shall be 48 hours. Contractor shall provide to the GCDWR 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.

7. GCDWR Representative/Contractor Service Manager

In administration of the services under this agreement, GCDWR will be represented by a GCDWR Representative for each of the facilities served, GCDWR Central Facility, Crooked Creek WRF, F. Wayne Hill WRC, The Water Tower, The Water Laboratory, Yellow River WRF, Lanier Filter Plant, Shoal Creek Filter Plant, Tanks and Boosters, and Pump Stations. The role and responsibilities of the GCDWR Representative are noted in the previous sections through descriptions of his relationship to the Contractor.

In addition to GCDWR's above designations, the Contractor shall designate a person, a Service Manager, to serve as a single contact for GCDWR to handle service and invoicing issues.

8. Security and Building Access

- a. The Contractor shall furnish GCDWR a list of all staff that will be working in said facilities. Prior to GCDWR authorizing any personnel to work inside secure facilities, GCDWR will conduct employment, background, driving, and a criminal history check. The Contractor must submit documentation for each employee being considered for clearance the following:
 - i. A copy of the Department of Homeland Security I-9 Employment Eligibility Verification for the person for whom authorization is sought. This form shall be the form submitted by the employee at the start of his or her employment with the contractor.
 - ii. Copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form.

- iii. Instructions regarding Employment Eligibility Verification. (If applicable) a copy of an E-Verify Program form for the person for whom authorization is requested. This form must have the notation "Resolved/Authorized" in the Resolution Section. This requirement applies to employees hired since January 1, 2008.
- iv. A signed County Consent Form check on the person for whom authorization is requested. A copy of the Consent form has been attached as Appendix B - Consent Form.

If these materials are not provided in full, the Contractor 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 GCDWR Identification/Access Cards with photographic images. The employees must wear the identification/Access Cards whenever providing services on GCDWR property. The Contractor shall insure that Identification/Access Cards are returned to the GCDWR when individuals leave the company's employ, and when the Contractor's services end.

- b. For work on most of the facilities listed herein, it will be necessary for GCDWR to have personnel at the facility location to provide access to the Contractor. Prior to the start of services, the GCDWR Representative will provide instructions and guidance on procedures for insuring accessibility and will ensure that all pertinent contact information is provided to the Contractor.

9. Database and Quarterly Reporting

For the facilities and equipment described in Appendix A, the Contractor shall maintain a database documenting all the preventative maintenance tasks and service calls completed for each facility. The information from this database shall be available to GCDWR with 72 hours' notice. In addition, the Contractor shall provide the GCDWR Representative with computer based Quarterly Reports that summarize all the preventative maintenance tasks and service calls completed for each facility. These reports shall include any equipment assessment or notes that service technicians have made regarding the HVAC systems. In particular, the Contractor shall indicate specific equipment that is aging and/or diminishing in performance, and which is a candidate for replacement. This information shall be sufficient to assist the GCDWR in budgeting for future equipment replacement.

F. General Requirements

1. Additional Facilities/Equipment

The contract award amount shall be based on the pricing provided in response to this solicitation. Nevertheless, GCDWR reserves the right to add and/or delete facilities and equipment during the contract period. The Contractor may be asked to provide only Preventative Maintenance Services or full Comprehensive Services depending on whether an added facility is still under warranty.

Gwinnett County reserves the right to add or delete facilities as needed or to modify the range of services provided at any particular location. When changing the range of services or adding a facility, the County will solicit from the contractor a cost quote which the contractor shall develop with costs comparable to similar locations under the contract

2. Insurance

The successful Contractor shall be required to submit a "Certificate of Insurance" per the attached Standard Insurance Requirements and shall maintain said coverage for the duration of the agreement service period.

3. Contractor Requirements

The qualifications and experience of the contractor are critical to the County, which must have assurances that the selected contractor is a responsible organization capable of performing the requested services.

The HVAC inspection, maintenance, and repair company shall have been in the business of HVAC inspection, maintenance, and repair for the past five (5) years.

Contractor(s) shall employ certified service technicians and should submit with bid a list of current employees, who would be servicing equipment under this contract. The following information should be on the list; name of the employee, level of certification, dates of certification, location of employee, and number of years servicing; AC Units, Heat Pumps, Air Handling Units, Chillers, Exhaust Fans, Supply Fans, Electric Unit Heaters, Hot Water Unit Heaters, and Power Induction Units. Typical manufacturers within the GCDWR system include Carrier, Trane, Greenheck, Reznor, Markel, Mammoth, York, Liebert, Amana, Cook, Ceilcote, Hartzell, Cincinnati Fan, ACME, Comair, New York Blower, Bard, Lennox, Penn Barry, Mitsubishi, TPI Corporation, Emerson, and others. Before award of bid the bidder should supply a copy of each employee’s certifications.

In the event of an employee turnover, the successful service provider must provide the County with a replacement journeyman to service this contract. The new journeyman must follow all of the requirements set forth in this solicitation. The successful service provider must provide to the County the name of the employee leaving and the name of the new employee that will be servicing this contract. Before the employee can start work on this contract, the successful servicer provider must supply a copy of the employee’s certification and all of the documentation indicated above.

A journeyman level service technician is defined as a technician having the minimum requirement of five years mechanical experience with HVAC systems.

4. Staffing

Each bidder should submit with its bid a Staffing Plan that illustrates how the bidding contractor will provide and allocate personnel to accomplish the services described in the procurement package. This plan should identify staff within the company’s organizational structure by title, position or job classification and describe who is responsible for the following tasks and services: contract administration and oversight, dispatch, billing, preventative maintenance, and on-call services. The plan should indicate the approximate amount of time each position will have available to devote to the specified services. The plan should indicate that a minimum of three (3) HVAC Technicians will be available to respond to service calls within the specified two (2) hour response time. An HVAC Technician is defined as personnel with a minimum of five (5) years HVAC service experience and ability to troubleshoot and diagnose operational and controls issues and independently make the necessary repairs. The bidder should provide resumes for the designated HVAC Technicians and for the person to be assigned the Service Manager role. Such resumes should thoroughly and accurately document the experience capabilities and training of the HVAC Technicians and Service Manager. The successful Contractor shall maintain these three HVAC Technicians on the service agreement unless given written approval by GCDWR to replace them. And regardless of the assignees to the positions, the Contractor shall maintain a minimum of the three (3) HVAC Technicians to insure adequate response times.

NOTE: Also, if determined necessary by GCDWR to determine the capability of bidding contractors, GCDWR reserves the right to request additional information from bidders. This information may include financial statements, organizational charts, and fleet/equipment lists.

5. Subcontracting

There will be **no** subcontracting allowed in performance of Comprehensive Preventative Maintenance of HVAC Systems and Equipment or On-Call Repair Services without the express written permission of GCDWR. The selected Contractor shall be fully capable of executing all the services of the agreement with in-house staff and without use of subcontractors. The unauthorized use of subcontractors may result in cancellation of the contract.

Abbreviations

| | |
|-------|---|
| GCDWR | Gwinnett County Department of Water Resources |
| PS | Pump Station (Water Reclamation) |
| WRC | Water Reclamation Center |
| WRF | Water Reclamation Facility |
| FP | Filter Plant |

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BID SCHEDULE

| ITEM # | LOCATION | | | QUARTERLY MAINTENANCE | | SEMI-ANNUAL MAINTENANCE | |
|---|------------------------------|-------------------------------|---------------|-----------------------|-----|-------------------------|-----|
| | | | | CHARGE * | X 4 | CHARGE * | X 2 |
| SECTION A – Wastewater Pump Stations Comprehensive Preventative Maintenance Services | | | | | | | |
| 1 | Alcovy River and Booster PS | 1344 Hwy. 29 | Dacula | \$ | \$ | \$ | \$ |
| 2 | Beaver Ruin PS | 3530 Cruse Road | Lawrenceville | \$ | \$ | \$ | \$ |
| 3 | Brooks Road & Booster PS | 1180 Brooks Road | Lawrenceville | \$ | \$ | \$ | \$ |
| 4 | Jacks Creek Tunnel Entrance | 2724 Brannan Road | Snellville | \$ | \$ | \$ | \$ |
| 5 | Level Creek PS | 5209 Basingstoke Drive | Suwanee | \$ | \$ | \$ | \$ |
| 6 | Lower Big Haynes Creek PS | 2680 Centerville Rosebud Road | Snellville | \$ | \$ | \$ | \$ |
| 7 | NBC Tunnel and Regional PS | 2735 Springdale Road | Snellville | \$ | \$ | \$ | \$ |
| 8 | Norris Lake PS | 4298 McCord Livsey Road | Lithonia | \$ | \$ | \$ | \$ |
| 9 | North Chattahoochee PS | 4858 River Hollow Run | Norcross | \$ | \$ | \$ | \$ |
| 10 | Northfork Peachtree Creek PS | 6782 Crescent Drive | Norcross | \$ | \$ | \$ | \$ |

*Unit prices cannot exceed two decimal points.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | LOCATION | | | QUARTERLY MAINTENANCE | | SEMI-ANNUAL MAINTENANCE | |
|---|--|--------------------------------|--------------------|-----------------------|-----|-------------------------|-----|
| | | | | CHARGE * | X 4 | CHARGE * | X 2 |
| SECTION A – Wastewater Pump Stations Comprehensive Preventative Maintenance Services Continued | | | | | | | |
| 11 | Patterson PS | 152 Arnold Drive | Lawrenceville | \$ | \$ | \$ | \$ |
| 12 | Suwanee Creek PS | 1758 Peachtree Industrial Blvd | Suwanee | \$ | \$ | \$ | \$ |
| 13 | Wolf Creek PS | 4511 Jones Bridge Road | Norcross | \$ | \$ | \$ | \$ |
| | | | | | \$ | | \$ |
| Repairs under \$1,500 | | | | | | | |
| ITEM # | DESCRIPTION | | APPROX. ANNUAL QTY | HOURLY CHARGE | | TOTAL | |
| 14 | Technician – Repair during normal hours Monday – Friday, 8:00 a.m. to 5:00 p.m. | | 80 HRS | \$ | | \$ | |
| 15 | Technician – Repair after hours Monday – Friday, After 5:00 PM, Weekends & Holidays | | 8 HRS | \$ | | \$ | |
| 16 | State percentage of mark up above cost for repair parts (not to exceed 10%) ** | | \$14,000.00 | % | | \$ | |
| SECTION A TOTAL | | | | | | \$ | |

*Unit prices cannot exceed two decimal points.

**Not to be understood with gross profit margin.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | LOCATION | | | QUARTERLY MAINTENANCE | | SEMI-ANNUAL MAINTENANCE | |
|---|---|---------------------|--------------------|-----------------------|-----|-------------------------|-----|
| | | | | CHARGE * | X 4 | CHARGE * | X 2 |
| SECTION B – F Wayne Hill Water Resources Center, DWR Water Laboratory, and The Water Tower Comprehensive Preventative Maintenance Services | | | | | | | |
| 1 | F Wayne Hill WRC | 1500 One Water Way | Buford | \$ | \$ | \$ | \$ |
| 2 | DWR Water Laboratory | 1510 One Water Way | Buford | \$ | \$ | \$ | \$ |
| 3 | The Water Tower | 2500 Clean Water Ct | Buford | \$ | \$ | \$ | \$ |
| | | | | | \$ | | \$ |
| Repairs under \$1,500 | | | | | | | |
| ITEM # | DESCRIPTION | | APPROX. ANNUAL QTY | HOURLY CHARGE | | TOTAL | |
| 4 | Technician – Repair during normal hours Monday – Friday, 8:00 a.m. to 5:00 p.m. | | 180 HRS | \$ | | \$ | |
| 5 | Technician –Repair after hours Monday – Friday, After 5:00 PM, Weekends & Holidays | | 24 HRS | \$ | | \$ | |
| 6 | State percentage of mark up above cost for repair parts (not to exceed 10%) ** | | \$14,000.00 | % | | \$ | |
| SECTION B TOTAL | | | | | | \$ | |

*Unit prices cannot exceed two decimal points.
 **Not to be understood with gross profit margin.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | LOCATION | | | QUARTERLY MAINTENANCE | | SEMI-ANNUAL MAINTENANCE | |
|---|--|------------------|--------------------|-----------------------|-----|-------------------------|-----|
| | | | | CHARGE * | X 4 | CHARGE * | X 2 |
| SECTION C – Crooked Creek Water Reclamation Facility Comprehensive Preventative Maintenance Services | | | | | | | |
| 1 | Crooked Creek WRF | 6557 Plant Drive | Norcross | \$ | \$ | \$ | \$ |
| | | | | | \$ | | \$ |
| Repairs under \$1,500 | | | | | | | |
| ITEM # | DESCRIPTION | | APPROX. ANNUAL QTY | HOURLY CHARGE | | TOTAL | |
| 2 | Technician – Repair during normal hours Monday – Friday, 8:00 a.m. to 5:00 p.m. | | 30 HRS | \$ | | \$ | |
| 3 | Technician – Repair after hours Monday – Friday, After 5:00 PM, Weekends & Holidays | | 8 HRS | \$ | | \$ | |
| 4 | State percentage of mark up above cost for repair parts (not to exceed 10%) ** | | \$4,000 | % | | \$ | |
| SECTION C TOTAL | | | | | | \$ | |

*Unit prices cannot exceed two decimal points.
 **Not to be understood with gross profit margin.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | LOCATION | | | QUARTERLY MAINTENANCE | | SEMI-ANNUAL MAINTENANCE | |
|--|---|--------------------|--------------------|-----------------------|-----|-------------------------|-----|
| | | | | CHARGE * | X 4 | CHARGE * | X 2 |
| SECTION D – Yellow River Water Reclamation Facility Comprehensive Preventative Maintenance Services | | | | | | | |
| 1 | Yellow River WRF | 858 Tom Smith Road | Lilburn | \$ | \$ | \$ | \$ |
| | | | | | \$ | | \$ |
| Repairs under \$1,500 | | | | | | | |
| ITEM # | DESCRIPTION | | APPROX. ANNUAL QTY | HOURLY CHARGE | | TOTAL | |
| 2 | Technician – Repair during normal hours Monday – Friday, 8:00 a.m. to 5:00 p.m. | | 50 HRS | \$ | | \$ | |
| 3 | Technician – Repair after hours Monday – Friday, After 5:00 PM, Weekends & Holidays | | 8 HRS | \$ | | \$ | |
| 4 | State percentage of mark up above cost for repair parts (not to exceed 10%) ** | | \$4,000 | % | | \$ | |
| SECTION D TOTAL | | | | | | \$ | |

*Unit prices cannot exceed two decimal points.

**Not to be understood with gross profit margin.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | LOCATION | | | QUARTERLY MAINTENANCE | | SEMI-ANNUAL MAINTENANCE | |
|--|-----------------------------------|----------------------------|------------|-----------------------|-----|-------------------------|-----|
| | | | | CHARGE * | X 4 | CHARGE * | X 2 |
| SECTION E - Lanier Filter Plant, Shoal Creek Filter Plant, Raw Water Pump Stations, and Water Distribution Booster Stations Comprehensive Preventative Maintenance Services | | | | | | | |
| 1 | Lanier Filter Plant | 2601 Buford Dam Road | Buford | \$ | \$ | \$ | \$ |
| 2 | Shoal Creek Filter Plant | 1755 Buford Dam Road | Buford | \$ | \$ | \$ | \$ |
| 3 | Grayson Tank & Booster PS | 300 Grayson New Hope Road | Grayson | \$ | \$ | \$ | \$ |
| 4 | Lanier Mountain Tank & Booster PS | 2270 Highpoint Road | Snellville | \$ | \$ | \$ | \$ |
| 5 | Norcross Tank & Booster PS | 278 Langford Drive | Norcross | \$ | \$ | \$ | \$ |
| 6 | Rock Quarry Booster PS | 2710 West Rock Quarry Road | Buford | \$ | \$ | \$ | \$ |
| 7 | Rockbridge Tank & Booster PS | 303 Rockbridge Road | Lilburn | \$ | \$ | \$ | \$ |
| 8 | Shoal Creek Raw Water PS | 1620 Buford Dam Road | Buford | \$ | \$ | \$ | \$ |
| 9 | Lanier Raw Water PS | 6340 Woodlake Drive | Buford | \$ | \$ | \$ | \$ |
| | | | | | \$ | | \$ |

*Unit prices cannot exceed two decimal points.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | LOCATION | QUARTERLY MAINTENANCE | | SEMI-ANNUAL MAINTENANCE | |
|--|---|-----------------------|---------------|-------------------------|-----|
| | | CHARGE * | X 4 | CHARGE * | X 2 |
| SECTION E - Lanier Filter Plant, Shoal Creek Filter Plant, Raw Water Pump Stations, and Water Distribution Booster Stations Comprehensive Preventative Maintenance Services Continued | | | | | |
| Repairs under \$1,500 | | | | | |
| ITEM # | DESCRIPTION | APPROX. ANNUAL QTY | HOURLY CHARGE | TOTAL | |
| 10 | Technician – Repair during normal hours Monday – Friday, 8:00 a.m. to 5:00 p.m. | 80 HRS | \$ | \$ | |
| 11 | Technician –Repair after hours Monday – Friday, After 5:00 PM, Weekends & Holidays | 8 HRS | \$ | \$ | |
| 12 | State percentage of mark up above cost for repair parts (not to exceed 10%) ** | \$5,000 | % | \$ | |
| SECTION E TOTAL | | | | \$ | |

*Unit prices cannot exceed two decimal points.
 **Not to be understood with gross profit margin.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | LOCATION | | | QUARTERLY MAINTENANCE | | SEMI-ANNUAL MAINTENANCE | |
|--|--|-----------------|--------------------|-----------------------|-----|-------------------------|-----|
| | | | | CHARGE * | X 4 | CHARGE * | X 2 |
| SECTION F – GCDWR Central Facility and Pump Stations Maintenance Shop Comprehensive Preventative Maintenance Services | | | | | | | |
| 1 | GCDWR Central Facility | 684 Winder Hwy. | Lawrenceville | \$ | \$ | \$ | \$ |
| 2 | Pump Stations Maintenance Shop | 684 Winder Hwy. | Lawrenceville | \$ | \$ | \$ | \$ |
| | | | | | \$ | | \$ |
| Repairs under \$1,500 | | | | | | | |
| ITEM # | DESCRIPTION | | APPROX. ANNUAL QTY | HOURLY CHARGE | | TOTAL | |
| 3 | Technician – Repair during normal hours Monday – Friday, 8:00 a.m. to 5:00 p.m. | | 50 HRS | \$ | | \$ | |
| 4 | Technician – Repair after hours Monday – Friday, After 5:00 PM, Weekends & Holidays | | 8 HRS | \$ | | \$ | |
| 5 | State percentage of mark up above cost for repair parts (not to exceed 10%) ** | | \$2,000 | | % | \$ | |
| SECTION F TOTAL | | | | | | \$ | |

*Unit prices cannot exceed two decimal points.

**Not to be understood with gross profit margin.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | DESCRIPTION | APPROX. ANNUAL QTY | HOURLY CHARGE | TOTAL |
|---|--|--------------------|---------------|-------|
| SECTION G - Labor Rates for On-Call Repairs for HVAC Systems & Equipment, HVAC System Replacement & Rental of HVAC Equipment in Emergency Situations | | | | |
| 1 | Technician – Repair during normal hours – Monday – Friday, 8:00 a.m. to 5:00 p.m. | 1,165 HRS | \$ | \$ |
| 2 | Technician –Repair after hours – Monday – Friday, After 5:00 PM, Weekends & Holidays | 120 HRS | \$ | \$ |
| 3 | Helper – Repair during normal hours – Monday – Friday, 8:00 a.m. to 5:00 p.m. | 290 HRS | \$ | \$ |
| 4 | Helper –Repair after hours – Monday – Friday, After 5:00 PM, Weekends & Holidays | 30 HRS | \$ | \$ |
| 5 | Mechanic - Ductwork Installer – during normal hours - Monday – Friday, 8:00 a.m. to 5:00 p.m. | 200 HRS | \$ | \$ |
| 6 | Mechanic - Ductwork Installer - after hours – Monday – Friday, After 5:00 PM, Weekends & Holidays | 20 HRS | \$ | \$ |
| 7 | Helper - Ductwork Installer – during normal hours - Monday – Friday, 8:00 a.m. to 5:00 p.m. | 200 HRS | \$ | \$ |
| 8 | Helper - Ductwork Installer - after hours – Monday – Friday, After 5:00 PM, Weekends & Holidays | 20 HRS | \$ | \$ |
| 9 | Controls Technician – Repair during normal hours - Monday – Friday, 8:00 a.m. to 5:00 p.m. | 290 HRS | \$ | \$ |
| 10 | Controls Technician –Repair after hours – Monday – Friday, After 5:00 PM, Weekends & Holidays | 30 HRS | \$ | \$ |
| 11 | State percentage of mark up above cost for repair parts (not to exceed 10%) ** | \$100,000.00 | % | \$ |

*Unit prices cannot exceed two decimal points.

**Not to be understood with gross profit margin.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

| ITEM # | DESCRIPTION | APPROX. ANNUAL QTY | HOURLY CHARGE | TOTAL |
|---|--|--------------------|---------------|-----------|
| SECTION G - Labor Rates for On-Call Repairs for HVAC Systems & Equipment, HVAC System Replacement & Rental of HVAC Equipment in Emergency Situations | | | | |
| 12 | State percentage of mark up above cost for new HVAC equipment(not to exceed 10%) * | \$400,000.00 | % | \$ |
| 13 | State percentage of mark up above cost for rental of HVAC equipment(not to exceed 10%) * | \$75,000.00 | % | \$ |
| 14 | Service Call Charge (one-time charge per call) | 118 calls | \$ | \$ |
| SECTION G TOTAL | | | | \$ |
| OVERALL TOTAL (SECTIONS A-G) | | | | \$ |

*Unit prices cannot exceed two decimal points.

NOTE: The quantities and dollar amounts listed in Section G are estimates of annual time and costs based on prior experience and are for evaluation purposes only. The quantities and amount do not represent a guarantee of annual billings.

The determination of lowest cost for Section G will be based on the total of:

- 1) Service Classification Hourly Rates multiplied by a projected number of hours at regular time,
- 2) a projected number of Service Call Charges,
- 3) the proposed % Mark-Up multiplied by a projected value of parts and equipment.

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

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 on April 18, 2023, or upon award.** Any renewal options exercised will be for one (1) year periods.

Unless otherwise noted, quoted mark-up will remain firm for four (4) additional one-year periods.

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

Comprehensive Fee

Renewal Option 1: _____ % Increase / Decrease
(Circle one)

Renewal Option 2: _____ % Increase / Decrease
(Circle one)

Renewal Option 3: _____ % Increase / Decrease
(Circle one)

Renewal Option 4: _____ % Increase / Decrease
(Circle one)

Labor Rates

Renewal Option 1: _____ % Increase / Decrease
(Circle one)

Renewal Option 2: _____ % Increase / Decrease
(Circle one)

Renewal Option 3: _____ % Increase / Decrease
(Circle one)

Renewal Option 4: _____ % Increase / Decrease
(Circle one)

CONTRACTOR NAME _____

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BID SCHEDULE CONTINUED

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.

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 O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

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 bid 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

Legal Business Name _____

Federal Tax ID _____ Vendor Number with the County _____

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 _____

CONTRACTOR NAME _____



Solicitation Name & No. BL029-23, HVAC System Maintenance, Repair, and Replacement Services for Various Department of Water Resources Locations

**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).



Bid # & Description BL029-23, HVAC System Maintenance, Repair, and Replacement Services for Various Department of Water Resources Locations

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 select one of the following:
- 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. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

_____ day of _____, 20____

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 **GwinnettCounty.com**

Gwinnett County, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners

(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046

(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for:
WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

| | |
|-----------------------|-------------|
| _____ | _____ |
| (Principal Secretary) | (Principal) |
| (SEAL) | By: _____ |
| | _____ |
| | (Address) |
| | _____ |

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 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, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability and Auto 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.
*See above note regarding Professional Liability

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 requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this bid will be considered in terms of responsiveness when making award.*****

**SAMPLE
ANNUAL SERVICE PROVIDER CONTRACT**

HVAC System Maintenance, Repair, and Replacement Services for Various Department of Water Resources Locations

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and _____ (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence _____, for a one-year period with one option to renew for an additional one-year period.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

WINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

Gwinnett County, Georgia

BOND # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners

(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder

shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name_____

Company Name_____

E-Mail_____

Phone_____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

Gwinnett County, Georgia

BOND # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____

(Attorney-in-Fact)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

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

BL029-23

Buyer Initials: BB

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 the 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 at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. 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 on the second floor.

APPENDIX B

GWINNETT COUNTY GOVERNMENT

Department of Water Resources and Gwinnett County

Sheriff's Office

Consent Form

I, _____ hereby authorize the Gwinnett County Sheriff's
(p r i n t n a m e)

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 organizations 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 statements made by me on this application are true and complete.

Signature of applicant as usually written

Date

APPENDIX B
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 _____

APPENDIX B

First & Last Name _____

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

| Date | Charge | Location | Disposition |
|-------|--------|----------|-------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

State _____ License Number _____

Date of expiration _____ Restrictions _____

Do you hold or have you ever held a license in any state other than the one listed above?
_____ Yes _____ No

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

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

If yes, provide details _____
