



March 22, 2024

**INVITATION TO BID  
BL058-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Repair and Maintenance of Aquatic Dehumidification Systems on an Annual Contract** with four (4) one-year options to renew for the Gwinnett County Department of Community Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on April 12, 2024** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding bids should be directed to Jake Scarpone, Purchasing Associate II, at [jake.scarpone@gwinnettcounty.com](mailto:jake.scarpone@gwinnettcounty.com) or by calling 770-822-8722, no later than **3:00 P.M. local time on April 3, 2024**. Bids are legal and binding upon the bidder when submitted.

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

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

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

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

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a bid will be notified via email.

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

Jake Scarpone  
Purchasing Associate II

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

**Bid Schedule, Pages 11-13  
References, Page 14  
Code of Ethics, Page 15  
Contractor Affidavit, Page 16**

**GWINNETT COUNTY AQUATIC DEHUMIDIFICATION SYSTEMS MAINTENANCE & REPAIR SERVICES  
ON AN ANNUAL CONTRACT**

**I. SCOPE OF WORK**

- A. The successful contractor shall furnish all labor, materials, and services required for Aquatic Dehumidification Systems Maintenance & Repair.
- B. Required services will include, but may not be limited to:
- **PREVENTATIVE MAINTENANCE:** Pool Pak, Seresco, Dectron and Greenheck manufacturers recommended monthly, quarterly, and annual routine maintenance to promote extended equipment life.
  - **REPAIR:** Equipment repair upon failure. All repairs or installation of parts must be of the highest quality and consistent with the manufacturer's standard practices.
- C. The Aquatic Dehumidification Systems units are in various facilities throughout the County. See attached list of Gwinnett County Aquatic Facilities and equipment.
- D. The award will be made to the lowest responsible bidder based on the total bid provided.

**II. GENERAL REQUIREMENTS****A. References**

The selected contractor must have demonstrated successful performance on projects of a similar size & scope. A minimum of three (3) references shall be provided on the "References" form included herein. References must clearly demonstrate experience within the last two years in preventive maintenance and repair of aquatic dehumidification equipment, preferably Pool Pak, Seresco and Dectron.

**B. Contractor Qualifications**

The selected contractor will comply with state and local codes and regulations. Contractor shall have and maintain all appropriate state, local, and federal licensing. Certification in dehumidification equipment (Pool Pak, Seresco, or Dectron) is required.

**C. Staff Qualifications**

Identify by name, title and certification level, the number of full-time personnel the bidder intends to provide for the services specified within this bid.

**D. Subcontractors**

There will be no subcontracting allowed in the performance of the preventive maintenance or repairs covered under this contract without prior approval of County Representative. The bidder's firm should be fully capable of executing all of the requirements of this contract with "in-house" staff.

**E. Invoicing**

**Section A: Preventive Maintenance Service** invoices should be submitted monthly when this service is scheduled. The invoice must reference the Purchase Order number, list each serviced location, preventative maintenance performed and price per Bid Schedule.

**Section B:** Repair invoices must reference the Purchase Order number, the date(s) and location where service was performed.

1. Invoices must be itemized with a breakdown by number of hours of labor, regular and/or after-hours, identifying the names of technicians/helpers performing the work. Identify scope of work performed and list parts/materials at cost plus mark up as stated on bid schedule.
2. All Contractors' supply invoices are subject to audit to verify cost and mark up. A copy of the Contractor's supply invoices for any one part/material must be attached to the invoice when submitted for payment.
3. The contractor shall invoice within 30 days after the work is completed.
4. All subcontracting must be pre-approved and invoices for such are not subject to mark-up.
5. All rented equipment must include the vendor's invoice and no mark-up is allowed.

F. Equipment History

Contractor shall provide an Equipment History Report that contains a complete list of all equipment under contract showing:

- Each unit's preventive maintenance with service ticket reference.
- Any unit repaired with service ticket reference.

G. Safety and Damages

The contractor shall adequately protect County property and take necessary precautions during the work process to protect all persons/property from damage or loss. Reports of any damage to County property must be submitted by the contractor to the designated County representative. Damage to public and/or private property shall be the sole responsibility of the contractor and shall be repaired and/or replaced at no additional cost and to the satisfaction of Gwinnett County.

Contractor shall take necessary precautions for the safety of employees and shall comply with all applicable provisions of the Federal, State and Local safety laws to prevent accident and injury to persons on, about or adjacent to the premises where work is being performed.

H. Clean Up

Contractor shall be responsible for proper removal and disposal of old parts and refrigerants according to latest EPA regulations. The service provider shall clean up all refuse, rubbish, scrap materials, and debris created during their course of work.

I. New Facilities/Equipment

Gwinnett County reserves the right to add and delete facilities/equipment as needed. When adding facilities/equipment, the successful service provider will be given the opportunity to submit pricing for preventive maintenance in line with other similar facilities and/or equipment currently quoted.

All repairs must be authorized by the County representative. Any void warranties due to unauthorized repairs will be the responsibility of the service provider.

**III. SECTION A - PREVENTATIVE MAINTENANCE SERVICE**

For the purposes of this section of the annual contract, Preventive Maintenance Service means, "for a stated dollar amount, the selected contractor shall perform all applicable manufacturer-recommended monthly, quarterly, semi-annual and annual maintenance on the equipment at the specified locations at

no additional cost to the County". This fee shall include all labor and materials not related to equipment failure.

Scheduling of the preventive maintenance service visits should be coordinated, in advance, with the County representative. A Log Sheet will be provided to the successful bidder and shall be used to record all inspection information and must be left on site with the designated County employee. Contractor shall perform the following on all preventive maintenance visits:

A. Monthly Maintenance for Pool Pak Units

1. Air Filters: Replace all air filters.
2. Fans and Drives: Check for worn or loose belts and adjust or replace as necessary. When it is necessary to replace one belt in a set, the entire set of belts should be replaced. Fan belts must be checked for retightening 24 to 48 hours after replacement. Check that the four fan-bearing locking-collar setscrews are tight and lubricate the bearings using high quality lithium grease.
3. Compressor Oil Level: The ideal time for checking the oil level is during an extended period of operation because then there will be the least amount of refrigerant mixed with the oil. The compressor should have been in operation for at least ½ hour and the crankcase should feel warm or hot to the touch. During the period of operation, the refrigerant will be pumped out of the oil until only the normal quantity remains. The compressor is equipped with an oil sight glass for checking oil level. The sight glass is in the crankcase hand hole cover. Oil should be added to the system by a qualified refrigerant service technician only. The oil level in the compressor is correct when oil is visible between the bottom and two-thirds of the sight glass.
4. Refrigerant Charge: Check the two sight glasses located in the valve compartment on the end of the evaporator coil. When the refrigerant charge is correct, there should be no bubbles in the sight glasses. Intermittent bubbles are normal during the first 10 minutes of operation mode.
5. Condensate Line: Ensure that the line is free of obstructions. Always keep the condensate trap and lines free and clear. The Pool Pak can produce up to 40 gallons of condensate per hour.
6. Unit Interior/Exterior: Check for torn insulation and repair if necessary. Check for scratches, nicks, rust, etc. and repaint promptly using Fox Guard Gray, Part No. 13-0008Z003 or approved alternate.
7. Logbook: Check and record, in the logbook, the following actual operating values and the values read from the Electronic Control Center (ECCIII) display:
  - a. Space Temperature
  - b. Space Relative Humidity
  - c. Pool Water Temperature
8. Damper Operation: Ensure that dampers open and close fully without binding.

B. Semi-Annual Maintenance for Pool Pak Units

1. ALL ITEMS LISTED UNDER MONTHLY MAINTENANCE.
2. Check and lubricate motor bearings (where and when applicable). Refer to motor manufacturer instructions.
3. Check outdoor air louvers for accumulation of dust and/or lint, proper operation, etc. Clean as needed.

C. Annual Maintenance for **Pool Pak Units**

1. ALL ITEMS LISTED UNDER MONTHLY MAINTENANCE.
2. ALL ITEMS LISTED UNDER SEMI-ANNUAL MAINTENANCE.
3. Compressor and Refrigeration System: The compressor and refrigeration system should be inspected annually. At a minimum, the following items should be done:
  - a. Change and inspect the refrigerant filter drier (only if the system has been open).
  - b. Complete unit operation test including log entries.
  - c. Inspect fan bearings and belts for excessive wear and replace, if necessary.
  - d. General refrigeration system inspection for possible leaks, chafing between tubing, or other items detrimental to operation.
  - e. Touch up scratches in the paint.
  - f. Check electrical connections for tightness including those in the compressor electrical box.
  - g. Clean debris and dirt from the drain pans.
4. Clean condenser and evaporator coils

D. Monthly Maintenance for **Seresco Units**

1. Check for current fault code/history.
2. Change air filters with pleated type filter.
3. Check dehumidification operation.
4. Condensate Line: Ensure that the line is free of obstructions. Always keep the condensate trap and lines free and clear.
5. Check damper positions and operation.
6. Check controller set-points and operational mode.
7. Visually inspect pool area for proper environment.
8. Report deficiencies to County representative and provide proposals for solutions.

E. Semi-Annual Maintenance for **Seresco Units**

1. ALL ITEMS LISTED UNDER MONTHLY MAINTENANCE
2. Check and lubricate motor bearings (where and when applicable). Refer to motor manufacturer instructions.
3. Check outdoor air louvers for accumulation of dust and/or lint, proper operation, etc. Clean as needed.

**F. Annual Maintenance for Seresco Units**

1. ALL ITEMS LISTED UNDER MONTHLY MAINTENANCE.
2. ALL ITEMS LISTED UNDER SEMI-ANNUAL MAINTENANCE.
3. Visually inspect for refrigerant leaks.
4. Visually inspect all piping.
5. Check operating pressures.
6. Inspect electrical components wiring and insulation.
7. Check unit casing for corrosion. If damage is found, clean and paint affected surface with rust resistive paint matching existing color.
8. Check compressor amperages and record.
9. Perform compressor Meg reading and record.
10. Check blower motor amperages and record.
11. Check condenser fan motor amperages and record.
12. Check and tighten (if needed) all field and factory electrical connections.
13. Check and tighten (if or where needed) pool water hoses' clamps and sensor holders.
14. Check and tighten (if needed) compressors, motors mountings and bases for being tightly bolted.
15. Inspect blower housing, shaft, and bearings. Clean fan wheel and shaft, lubricate when required.
16. Clean air-cooled condenser coil.
17. Inspect drain pan, clean and clear drain line.
18. Check airflow and Delta T across evaporator coil.
19. Visually inspect all non-moving parts.
20. Clean condenser and evaporator coils.

**G. Quarterly Maintenance for Greenheck Unit**

1. Check for current fault code/history.
2. Visually inspect all piping.
3. Inspect electrical components wiring and insulation.
4. Check and tighten electrical connections.
5. Inspect blower housing, shaft, and bearings. Clean fan wheel and shaft, lubricate when required.

6. Visually inspect heat exchanger, burner assembly.
7. Check reheat operation.
8. Condensate Line: Ensure that the line is free of obstructions. Always keep the condensate trap and lines free and clear.
9. Change air filters with pleated type filter.
10. Inspect coils for dirt and proper air flow. Clean as necessary.
11. Check damper positions and operation.
12. Check controller set-points and operational mode.
13. Visually inspect all non-moving parts.
14. Report deficiencies to County representative and provide proposals for solution.

H. Monthly Maintenance for Dectron Unit

1. Air Filters: Replace all air filters.
2. Fans and Drives: Check for worn or loose belts and adjust or replace as necessary. When it is necessary to replace one belt in a set, the entire set of belts should be replaced. Check that the four fan-bearing locking-collar setscrews are tight and lubricate the bearings using high quality lithium grease.
3. Compressor Oil Level: The ideal time for checking the oil level is during an extended period of operation because then there will be the least amount of refrigerant mixed with the oil. The compressor should have been in operation for at least ½ hour and the crankcase should feel warm or hot to the touch. During the period of operation, the refrigerant will be pumped out of the oil until only the normal quantity remains. The compressor is equipped with an oil sight glass for checking oil level. The sight glass is in the crankcase hand hole cover. Oil should be added to the system by a qualified refrigerant service technician only. The oil level in the compressor is correct when oil is visible between the bottom and two-thirds of the sight glass.
4. Refrigerant Charge: Check the two sight glasses located in the valve compartment on the end of the evaporator coil. When the refrigerant charge is correct, there should be no bubbles in the sight glasses. Intermittent bubbles are normal during the first 10 minutes of operation mode.
5. Condensate Line: Ensure that it is free of obstructions. Always keep the condensate trap and lines free and clear by flushing the line out.
6. Unit Interior/Exterior: Check for torn insulation and repair if necessary. Check for scratches, nicks, rust, etc. and repaint promptly using Fox Guard Gray, Part No. 13-0008Z003 or approved alternate.
7. Logbook: Check and record, in the logbook, the following actual operating values and the values read from the Electronic Control Center (ECCIII) display:
  - a. Space Temperature
  - b. Space Relative Humidity
  - c. Pool Water Temperature

8. Damper Operation: Ensure that dampers open and close fully without binding.

I. Semi-Annual Maintenance for **Dectron Unit**

1. ALL ITEMS LISTED UNDER MONTHLY MAINTENANCE.
2. Check and lubricate motor bearings (where and when applicable). Refer to motor's manufacturer instructions.
3. Check outdoor air louvers for accumulation of dust and/or lint, proper operation, etc. Clean as needed.

J. Annual Maintenance for **Dectron Unit**

1. ALL ITEMS LISTED UNDER MONTHLY MAINTENANCE.
2. ALL ITEMS LISTED UNDER SEMI-ANNUAL MAINTENANCE.
3. Compressor and Refrigeration System: The compressor and refrigeration system should be inspected annually. At a minimum, the following items should be done:
  - a. Change and inspect the refrigerant filter drier (only if the system has been open).
  - b. Complete unit operation test including log entries.
  - c. Inspect fan bearings and belts for excessive wear and replace if necessary.
  - d. General refrigeration system inspection for possible leaks, chafing between tubing, or other items detrimental to operation.
  - e. Touch up scratches in the paint matching existing color.
  - f. Check electrical connections for tightness including those in the compressor electrical box.
  - g. Clean debris and dirt from the drain pans.
4. Clean condenser and evaporator coils.

**IV. SECTION B – REPAIR (TIME & MATERIALS)**

Repair services will be performed on an as needed basis. The repair services shall be in accordance with the methods and procedures of the manufacturers. The contractor will provide parts, labor and materials to return equipment to its proper operating condition.

A. Response Time

Each call for service requires a return call to the originator within one (1) hour and an on-site response time of twenty-four (24) hours or less. Contractors should complete every service call within 48 hours of notification or in such time as mutually agreed upon by contractor and County representative. If additional time is required to complete the repair, the Contractor shall notify the County representative in writing via email.

B. Parts

Parts / materials supplied shall conform to the manufacturer's standards. Parts shall be new, free of defects and suitable for the intended services. Parts must be replaced with comparable



manufacturer's parts that meet or exceed the original. A cost estimate must be provided to the County representative prior to ordering.

C. Number of Personnel

When more than one person is required to complete the repair, the contractor shall request prior approval from the County representative. The County representative may approve the use of a helper, at a helper's hourly rate as noted on the Bid Schedule.

D. Warranty

Warranty work requires a return call to the originator within one (1) hour and an on-site response time of twenty-four (24) hours. Warranty repairs should be handled on an accelerated schedule and any response that cannot be accomplished within twenty-four hours must be approved in writing by the County representative. All labor, materials, and parts shall carry a minimum of one (1) year warranty. Parts warranty shall be the standard manufacturer's warranty. Parts warranty information shall be provided with a copy of the invoice and work order, when applicable.

**V. LOCATIONS & EQUIPMENT**

BETHESDA PARK AQUATICS, 225 BETHESDA CHURCH ROAD, LAWRENCEVILLE, GA 30044			
LOCATION	MAKE	MODEL #	SERIAL #
Leisure Pool	Pool Pak 1	SWHP340SR-20E-CLH-410A	PPK190601
	Condenser	10A0-1240	06-19-135889-001-001
Instructional Pool	Pool Pak 2	SWHP100SR-07E-ABB-410A	PPK190602
	Condenser	10A0-35	06-19-135889-002-001
BOGAN PARK AQUATICS, 2723 NORTH BOGAN ROAD, BUFORD, GA 30519			
LOCATION	MAKE	MODEL #	SERIAL #
Competition Pool	Seresco 1	NP050PTXP4FT2163G2E5AD5	13041830
	Condenser	Unknown	Unknown
Competition Pool	Greenheck 1	RVE5020-0	13271164
	Condenser	Unknown	Unknown
Leisure Pool	Seresco 2	NP064PTXP6FR2233G2E5AD5	13041829
	Condenser	Unknown	Unknown
COLLINS HILL AQUATICS CENTER, 2200 COLLINS HILL ROAD, LAWRENCEVILLE, GA 30043			
LOCATION	MAKE	MODEL #	SERIAL #
Competition Pool	Dectron	DS-282	15843
MOUNTAIN PARK AQUATICS, 1063 ROCKBRIDGE ROAD, STONE MOUNTAIN, GA 30087			
LOCATION	MAKE	MODEL #	SERIAL #
Competition Pool 1	Pool Pak 1	PPK-220-PT-X	P4FT5203G2E3ANEH
	Condenser	AKFG 800 K 6NA A6	E66-80971
Competition Pool 2	Pool Pak 2	PPK-220-PT-X	P4FT5203G2E3ANEH
	Condenser	AKFG 800 K 6NA A6	E66-80971
Instructional Pool	Pool Pak 3	SWHP140-8E	030305
	Condenser	10A042-SC	030306879-002-001
WEST GWINNETT PARK AQUATICS, 4488 PEACHTREE INDUSTRIAL BLVD, NORCROSS, GA 30071			
LOCATION	MAKE	MODEL #	SERIAL #
Competition Pool 1	Pool Pak 1	SWHP19030EB08R22	PPK070506
	Condenser	10A0-47	0507087896001001
Competition Pool 2	Pool Pak 2	SWHP19030EB08R22	PPK070507
	Condenser	10A0-47	0507087896001002
Instructional Pool	Pool Pak 3	SWHP14010EB06R22	PPK070508
	Condenser	10A0-47	1113112407001000

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID MAY RESULT IN BID BEING REJECTED.  
BID SCHEDULE**

<b>SECTION A – PREVENTATIVE MAINTENANCE SERVICES</b>					
<b>ITEM#</b>	<b>PREVENTATIVE MAINTENANCE (AS NEEDED OR REQUESTED)</b>	<b>MONTHLY PM</b>	<b>QUARTERLY PM</b>	<b>ANNUAL PM</b>	<b>ANNUAL COST (MONTHLY CHARGE X 12 MONTHS)</b>
1.	Bethesda Aquatics, 225 Bethesda Church Rd, Lawrenceville, 30044	\$	\$	\$	\$
2.	Bogan Aquatics, 2723 North Bogan Rd, Buford, GA 30519	\$	\$	\$	\$
3.	Collins Hill Aquatic Center, 2200 Collins Hill Rd. Lawrenceville, GA 30043	\$	\$	\$	\$
4.	Mountain Park Aquatics, 1063 Rockbridge Rd, Stone Mountain 30087	\$	\$	\$	\$
5.	West Gwinnett Aquatics, 4488 Peachtree Industrial Blvd., Norcross 30071	\$	\$	\$	\$
<b>SECTION A TOTAL</b>					<b>\$</b>
<b>SECTION B – REPAIR (TIME &amp; MATERIALS)</b>					
<b>ITEM #</b>	<b>APPROX. ANNUAL QTY.</b>	<b>REPAIRS</b>	<b>HOURLY CHARGE</b>	<b>TOTAL</b>	
1.	450 HOURS	Technician – Repair during normal hours, Monday – Friday, 8:00 am to 5:00 pm	\$	\$	
2.	5 HOURS	Technician – Repair after hours, Monday – Friday, After 5:00 pm, Weekends & Holidays	\$	\$	
3.	100 HOURS	Technician – Repair after hours, Monday – Friday, After 5:00 pm, Weekends & Holiday	\$	\$	
4.	5 HOURS	Helper after hours, Monday – Friday, after 5:00 pm, Weekends & Holidays	\$	\$	
5.	\$100,000.00	State percentage of mark up above cost for repair parts/materials (Not to exceed 15%)		%	\$
<b>SECTION B TOTAL</b>					<b>\$</b>
<b>BID TOTAL (SECTION A TOTAL + SECTION B TOTAL)</b>					<b>\$</b>

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

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**BID SCHEDULE CONTINUED**

**CONTRACTOR INFORMATION**

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

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

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 upon notification of award.**

Unless otherwise noted, bid prices will remain firm for four (4) additional six-month periods.

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

1<sup>st</sup> Renewal Option\_\_\_\_\_increase/decrease (circle one)

2<sup>nd</sup> Renewal Option\_\_\_\_\_increase/decrease (circle one)

3<sup>rd</sup> Renewal Option\_\_\_\_\_increase/decrease (circle one)

4<sup>th</sup> Renewal Option\_\_\_\_\_increase/decrease (circle one)

*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.*

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

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BID SCHEDULE CONTINUED

Certification Of Non-Collusion in Proposal Preparation \_\_\_\_\_  
(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, 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 bid, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to vendors.

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

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID MAY RESULT IN BID BEING REJECTED.**

**REFERENCES**

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

- 1. Company Name \_\_\_\_\_  
Brief Description Of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
- 2. Company Name \_\_\_\_\_  
Brief Description Of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
- 3. Company Name \_\_\_\_\_  
Brief Description Of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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



**BL058-24, Repair and Maintenance of Aquatic Dehumidification Systems on an Annual Contract**

**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 vendor, 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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Notary Public

(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**



**BL058-24, Repair and Maintenance of Aquatic Dehumidification Systems on an Annual Contract**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

<b>For Gwinnett County Use Only:</b>  Document ID # _____  Issue Date: _____  Initials: _____
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\* 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).



## STANDARD 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) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
  
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
  
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's

- broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
  10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
  11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
  12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
  13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
  14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
  15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
  16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
  17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
  18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
  19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
  20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**WINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION  
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

**\*\*\*ATTENTION\*\*\***

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

**I. PREPARATION OF SUBMITTAL**

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. 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 vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

**II. DELIVERY**

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

**III. EXPLANATION TO VENDORS**

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation

will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

#### IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements where there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

#### V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was 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 submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 that fails to meet the specifications, shall be borne by the vendor.

**VII. F.O.B. POINT**

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.**

#### **X. DISCOUNTS**

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). 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 vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

#### **XII. DELIVERY FAILURES**

Failure of a vendor 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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/services 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 solicitation package.

**XIV. REJECTION OF SUBMITTALS**

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

**XV. CONTRACT**

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor 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 vendor's submittal. If no exceptions are stated, it is assumed that the vendor 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, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.



When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

**XVI. NON-COLLUSION**

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

**XX. SUBSTITUTIONS**

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of

such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

**XXI. INELIGIBLE VENDORS**

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

**XXII. PENDING LITIGATION**

An individual, firm, or business that 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.

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy & 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 vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

**XXV. AMERICANS WITH DISABILITIES ACT**

All vendors 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 without 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

#### **XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor 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 follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not

participating in the federal work authorization program may be subject to 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. §43-41-17).

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County 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 vendor which may include the vendor'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 an 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. §36-84-1).

**XXXII. INDEMNIFICATION**

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, 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 vendor, 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, its commissioners, officers, agents, and employees by any employee of the vendor, 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 vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

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

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

### **XXXIV. ELECTRONIC PAYMENT**

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

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page 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 proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

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

**BL058-24**

**Buyer Initials: JS**

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

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

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

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

SIGNATURE