



April 17, 2024

**INVITATION TO BID
BL063-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Comprehensive HVAC Services on an Annual Contract** with four (4) additional one year options to renew for various **Gwinnett County Departments**.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **Wednesday, May 15, 2024** 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.gwinnettcountry.com.

A pre-bid conference is scheduled for **10:00 a.m. on Friday, April 26, 2024** at the Gwinnett County Oak Conference located inside the Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. All bidders are strongly urged to attend. Questions regarding bids should be directed to Alexis Holland, Purchasing Associate II, at alexisholland@gwinnettcountry.com or by calling 770-822-8741, no later than **Tuesday, April 30, 2024**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful contractors 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 ADA Director, 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 contractors 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.gwinnettcountry.com and companies submitting a bid will be notified via email.

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

Alexis Holland
Purchasing Associate II

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

Bid Schedule, Page 15-21
Contractor Information, Page 22
References, Page 23
Contractor Affidavit & Agreement, Page 24
Ethics Affidavit, Page 25
Security Forms. Page 28-30

GWINNETT COUNTY HVAC MAINTENANCE SERVICES ON AN ANNUAL CONTRACT

The Gwinnett County Board of Commissioners is soliciting competitive pricing for Comprehensive HVAC System Maintenance Services at various County facilities. Services will include an annual program of Comprehensive HVAC Services inclusive of Preventive Maintenance for facilities supported by the Department of Support Services and Department of Community Services as listed in Sections II.A and II.B and II.C. The contract award will be based on the low, responsive and responsible bid for these two elements.

The required services are described and detailed in Section I. The locations for the services and the associated equipment are available on the Purchasing Website under BL063-24 Inv, link has been provided below. Section II is Repairs and Maintenance on a time and material basis.

[Bids and RFPs - Gwinnett | Gwinnett County](#)

I. SCOPE OF SERVICES

A. Comprehensive Services

Under the terms of this procurement and subsequent contract award, Comprehensive Services means that for the stated monthly dollar amounts, the selected contractor shall provide all specified preventive maintenance, inspections, repairs and equipment replacements 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.

1. Facilities and Equipment

The Comprehensive Services will apply to all facilities and equipment listed in Sections II.A and II.B and II.C. 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. The format for this list will conform with or be similar to the equipment list included in this bid document. The Designated Department Representative shall review and approve the format prior to the contractor preparing the updated list. The contractor shall provide the equipment list to the Designated Department Representative as soon as practicable but no later than six (6) months after the start 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. Once the updated equipment list has been submitted by the contractor and reviewed and approved by the Designated Department Representative, the contractor shall assume full responsibility for all equipment for each facility in an as-is condition. Any equipment additions or subtractions must be submitted with associated cost and a change order will be processed. The contractor shall maintain this master list of equipment for the duration of the contract. When the County or the contractor replaces a piece of equipment, the contractor shall update the list to reflect the new equipment.

2. Preventive Maintenance Scope and Responsibilities

As a part of the Comprehensive Services, the Contractor shall provide preventive maintenance services per the manufacturer's recommendations for the equipment listed and described in Section II. The preventive maintenance services will be conducted twice per year, and will be scheduled according to a timetable provided by the Designated Department 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 preventive 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.

The basic requirements for the preventive maintenance services are listed in the next two subsections. The contractor will be responsible for all the listed work items as applicable to the equipment and will be responsible for all associated costs, including but not limited to administration, supervision and overhead, travel, equipment and tools, lifts, specialty tools, personnel time, and consumable materials such as filters, belts, lubricants, refrigerants, etc, necessary to perform the services. If during the scheduled preventive maintenance services, the contractor determines the need for repair or replacement of equipment or parts that extends beyond the scheduled preventive maintenance tasks, the contractor shall proceed with the repairs and/or replacements at its cost. Comprehensive Services include after-hours requests and work performed. Charges for response to any calls for equipment covered under the Comprehensive list are not allowed.

2a. Preventive Maintenance for Air Conditioning Systems

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

1. Install gauges and check operating pressures.
2. Check voltage and amperage to all motors.
3. Check air temperature drop across evaporator.
4. Check all adequate refrigerant charges.
5. Check for refrigerant leaks.
6. Lubricate all moving parts.
7. Change belts and set proper tension.
8. Replace filters. (Note: Filters shall be extended service 40% pleating "Pre-Pleat 40" filters. Any equivalent products must be approved by County Representative prior to use.)
9. Check pressure switch and cut-out settings.
10. Check electrical lock-out circuits.
11. Check starting contactor contacts.
12. Check all wiring and connections.
13. Check and adjust thermostats for proper calibration and operation.
14. Check air temperature across condenser.
15. Turn exposed dampers to cooling, if marked. No balancing.
16. Check and flush condensate drain.
17. Visually check duct-work.
18. Remove dust, soot, rust, etc., from furnace blower.
19. Clean evaporator coils.
20. Operate air conditioning system through normal cycle, make any necessary adjustments.
21. Clean evaporator drain pan.
22. Clean condenser coils

2b. Preventive Maintenance for Furnace Systems

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

1. Check and adjust thermostat.
2. Check and adjust all safety controls.
3. Clean burners and heat exchanger as needed.
4. Clean and adjust pilot assembly.
5. Check and adjust burner for efficiency.

6. Check for gas leaks in furnace.
7. Using a Carbon Monoxide Detector, check CO readings in space and at outlets of ductwork. Record readings in PPM on contractor service report to be provided to County.
8. Lubricate all moving parts.
9. Change belts and set proper tension.
10. Replace filters. (Note: Filters shall be extended service 40% pleating "Pre-Pleat 40" filters or equivalent.)
11. Check flue pipe for proper connections and assure it is in proper working order.
12. Shut down central air conditioner.
13. Turn exposed dampers to heating, if marked. No balancing.
14. Adjust pressure regulator.
15. Check crankcase heater.
16. Check air circulation.
17. Visually check duct work.
18. Remove dust, soot, rust, etc., from furnace blower.
19. Operate furnace through normal cycle, make any necessary adjustments.

2c. Additional Filter Changes

On all the Fire and Emergency Services facilities and all Department of Community Services Facilities, the contractor shall provide two additional filter changes beyond those required under the Preventive Maintenance tasks. These filter changes shall be implemented on a schedule that insures there are filter changes in all of the specified equipment on a quarterly basis. Once this schedule is established, it shall be documented and used as a fixed schedule for the remainder of the contract period.

2d. Preventive Maintenance Reporting

The contractor shall prepare and submit to the Designated Department Representative a Preventive Maintenance Checklist for each preventive maintenance visit completed. The format and content of the Preventive Maintenance Checklist must be approved by the Designated Department Representative prior to the start of services under the contract. The Checklist shall be a comprehensive listing of the preventive maintenance tasks required and shall include space for information to be provided on repairs and replacements. The Preventive Maintenance Checklist shall be completed in full and signed and dated by the contractor's technician and a County employee from the facility where the services were performed. A legible copy of the completed checklist must be submitted to the Designated Department Representative within 24 hours of completion of the services. The checklist may be submitted in paper form or by computer transmission. The failure of the contractor to submit these checklists in a timely manner may be cause for the County 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.

3. Service Calls/Equipment Repair and Replacement

As a part of the Comprehensive Services, the contractor shall provide on-call repair services 24/7 365 days per year, per the manufacturers' recommendations for operation and maintenance of the equipment for all equipment listed and described in Section II. The contractor shall be responsible for all costs associated with these repairs, including but limited to administration, supervision, overhead, travel, straight/overtime labor costs, equipment, lifts, and all tools, replacement parts and consumable materials such as filters, belts, lubricants, cleaners, refrigerants, etc. In carrying out these services, the Contractor will return the equipment to the proper operating condition.

3a. 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 Designated Department Representative promptly after determining this situation exists. The County reserves the right to deny time extensions for repairs where it believes the contractor's request is unreasonable or not based on fact. The Designated Department 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 Designated Department Representative will notify the contractor at the time of the call out if this is the case. The names of the Designated Department Representative and other County staff authorized to issue service calls will be provided to the contractor in writing upon the start of the contract period.

3b. Repair Requirements

Repairs under this Comprehensive Services arrangement 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. The facilities have a mix of conventional thermostats and Trane SC building automation systems. The facilities that currently have BAS systems installed will be indicated on the site equipment list. As facilities are being renovated, the number of facilities with BAS systems will increase. The contractor shall have Trane SC trained and fully equipped (software and tools) personnel on staff to provide troubleshooting of controls/mechanical issues or bare the cost of the service call to the local Trane field office. The Contractor shall be responsible for a maximum of \$1,000.00 per occurrence to troubleshoot BAS control issues and must verify that all mechanical equipment is capable of operating once the control issue is resolved. Any repairs to the Trane SC system, not caused by the contractor, will be covered by the County outside of this contract. All the cost above shall be included in the base contract pricing.

3c. Replacement of HVAC Units and Major Components or Equipment

As noted in Paragraph I.A.1, the contractor assumes responsibility for all HVAC systems and equipment listed in Section II "as is". This responsibility means that if any of the listed HVAC units or the major components of these units fails and cannot be repaired, the contractor has full responsibility for the replacement of said unit, and/or components necessary to make the HVAC system operable at the same or an enhanced level as to that intended in the design of the system. Replacement units and components are subject to the County's approval, and the contractor shall provide the Designated Department Representative with the manufacturer's equipment documentation and operations and maintenance guidelines.

3d. Hot/Cold Calls

Although it is not universal, the facilities under Comprehensive Services typically are expected to maintain a temperature of 70° Fahrenheit when cooling equipment is in use and a temperature of 68° Fahrenheit when heating equipment is in use. In situations where these requirements are not the case, the Designated Department Representative will notify the Contractor of these specific variations either through written documentation of the requirements or by verbal notice at the time of call out. These temperature set-points will be used as performance guidelines by the Contractor in performing on-call services.

3e. Exclusions

On-Call Repair under Comprehensive Services includes coverage for poor performance, malfunctions, and failure that are due to routine maintenance needs, defects in equipment, and the effects of age and/or material deterioration or wear on equipment. Comprehensive Services do not cover malfunctions, damages or failures due to the following causes: fire, water or flood, lightning, earthquake, storm, theft, vandalism, misuse, or acts of God. Misuse is defined as the intentional use of equipment in an incorrect or improper way or with a destructive or malicious end. Misuse must be proven by the Contractor's personnel and claims of such are subject to review by the Designated Department Representative who has the right to make the final decision regarding misuse claims (which will not be unreasonably withheld). Authorization for repairs or replacements due to misuse will be at the County's discretion. Thus, the Contractor is not to make any assumption regarding such repairs/replacements but is to act on the authorization of the Designated Department Representative.

For services, repairs and replacements made for the above described reasons, the Contractor shall be reimbursed its costs in accordance with the provisions and terms in Section I.B, Maintenance and Repair Services on Time and Material Basis.

3f. Service Call Reporting

The Contractor shall submit a Contractor's Field Service Report within 24 hours after the service call work has been completed. The Contractor Service Report must be signed by the Contractor's service technician who provided the services or repairs and by a representative from the facility where the work was performed. The Service Report shall be in a format acceptable to and approved by the Designated Department Representative and must be completed in full. The Service Report shall include, at minimum, the following information:

- A Gwinnett County Work Order number.
- Location of Services – Facility Name/Address
- Personnel Utilized and Hours of Service
- Description of Equipment Serviced – Unit number, location, Makes, Models, Serial Number
- Description of Services/Repairs/Replacements Performed
- Components, Materials, Parts Utilized

The Service Report must be submitted by email to Gwinnett County within 24 hours after the service call work has been completed. This email address will be provided after contract has been awarded. The Designated Department Representative will review service reports and let the Contractor know within five calendar days if there are any questions or concerns regarding the services.

If the Service Report is for services or repair that fall under 3e, Exclusions, the Report shall contain the cost information required by Section I.B, Maintenance and Repair Services on a Time and Material Basis.

B. Maintenance and Repair Services on a Time and Material Basis1. Basic Scope

Maintenance and Repair Services on a Time and Material Basis relates to the On-Call Repair Services to be provided by the Contractor for Comprehensive Services under I.A.3e, Exclusions. These services are for the facilities and equipment described in Section II.

2. Summary of Previously Stated Service Standards

Several of the requirements for Maintenance and Repair Services on a Time and Material Basis already have been stated and described in the paragraphs on Service Calls in the previous section on Comprehensive Services. These requirements, summarized below, apply to all Time and Materials work:

- I.A.3 Service Calls/Equipment Repair and Replacement.
- I.A.3a Availability and Response Time.
- I.A.3b Repair Requirements.
- I.A.3c Replacement of HVAC Units and Major Components or Equipment

3. Work Orders

The Contractor shall provide these Time and Material services in response to specific work order requests made by a Designated Department Representative or designees of this representative. Prior to the start of services under this agreement the County shall provide the Contractor a list of what personnel may submit work order requests to the Contractor. Service requests will be submitted by telephone or e-mail and will be confirmed by e-mail, subject to arrangements with the Contractor and applicable Designated Department Representative.

4. 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 15%), 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. Parts must be itemized and billed at actual cost plus the pre-determined markup. The Contractor also agrees that it will provide documentation of costs for parts and materials upon request of the County. Sub-Contractor services when authorized by the County representative shall have all cost documented.

NOTE: All sub-contractors must be pre-approved by the Designated Department Representative prior to the work being performed.

5. 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 Designated Department Representative prior to committing to the use of the additional staff. The County 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 the County shall reflect the staffing levels in the Contractor's approved bid.

6. Service Call Charges

As noted above, the County 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.

7. Repairs in Excess of \$1,500/Equipment Replacements

If the Contractor expects a repair to exceed \$1,500.00, the Contractor's HVAC Technician or Contractor Service Manager shall contact the Designated Department 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 Designated Department Representative and must be retained and submitted by the Contractor to the County 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 Designated Department Representative of this situation prior to any repair activities. It will be at the County's discretion whether to proceed with the repair or replace the equipment/unit. Depending on the exigency of the situation, the County 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 the County's procedures and furnish it to the Contractor for installation.

8. Special Projects on an On-Call Basis

The County 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 Designated Department 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 the County. The Contractor shall maintain all records for labor and parts costs so that it can bill in accordance with the terms of the agreement. The County 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.

9. 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. The County on occasion, may require the Contractor to utilize specialty sub-Contractors for controls, insulation, rental equipment, or other work elements that are beyond the scope of service indicated in this solicitation. In such cases, the Designated Department Representative shall approve such sub-Contractors before they are utilized. Sub-Contractor expenses shall be billed as an invoice with no mark-up allowed. Contractor can charge an "Administrative Fee" for coordinating the subcontracted work.

10. Service Call Reporting

The Contractor shall submit a Contractor's Field Service Report within 24 hours after the service call work has been completed. The Contractor Service Report must be signed by the Contractor's service technician who provided the services or repairs and by a representative from the facility where the work was performed. The Service Report shall be in a format acceptable to and approved by the Designated Department Representative and must be completed in full. The Service Report shall include, at minimum, the following information:

- A Gwinnett County Work Order number.
- Location of Services – Facility Name/Address

- Personnel Utilized and Hours of Service
- Description of Equipment Serviced – Unit number, location, Makes, Models, Serial Number
- Description of Services/Repairs/Replacements Performed
- Components, Materials, Parts Utilized

The Service Report must be submitted by email to Gwinnett County within 24 hours after the service call work has been completed. This email address will be provided after contract has been awarded. The Designated Department Representative will review service reports and let the Contractor know within five calendar days if there are any questions or concerns regarding the services.

11. Invoice Requirements

Each invoice must provide comprehensive information. The invoice shall include, at a minimum, the following information:

- Bid BL Number
- County Purchase Order Number
- A Gwinnett County Work Order Tracking Number
- Location of Services – Facility Name/Address
- Description of Equipment Serviced – Unit number, location, 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
- Vender invoices for materials.

12. Invoicing

The Contractor shall submit its invoices to the Gwinnett County HVAC Supervisor for approval. This email address will be provided after contract has been awarded. The Contractor shall invoice the County 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 the County, the final invoice should reflect those modifications. Invoices shall include the applicable Purchase Order Number and the Gwinnett County Work Order 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. HVAC Supervisor will confirm approval by email, after approval invoices can be sent to Disbursements@gwinnettcountry.com for payment.

C. Performance Standards and Quality Assurance

1. Manufacturers' Standards

All preventive 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 Designated Department Representative's approval, and the Designated Department 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 the County.

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, County 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, Gwinnett County 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 Gwinnett County, after receipt of written notice from the County to do so. Maximum response time for initiation of repairs during the warranty period shall be 48 hours. Contractor shall provide to the Designated Department 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. Designated Department Representative/Contractor Service Manager

In administration of the services under this agreement, the County will be represented by a Designated Department Representative for each of the two facility groupings, Sections II.A and II.B Department of Support Services; and Section II.C Department of Community Services. The role and responsibilities of the Designated Department Representative are noted in the previous sections through descriptions of his relationship to the Contractor. The Designated Department Representative from Support Services will be the Facilities Management HVAC Service Supervisor, who also may designate other personnel to provide directions or decisions.

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

8. Security and Building Access

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

1. A copy of the Department of Homeland Security I-9 Employment Eligibility Verification for the person for whom authorization is sought. This form shall be the form submitted by the employee at the start of his or her employment with the firm.
2. Copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form I instructions regarding Employment Eligibility Verification.
3. 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.
4. A signed County Consent Form authorizing the County to run a criminal history and driver history check on the person for whom authorization is requested. A sample of the Consent form is included in this invitation.

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 County Identification/Access Cards with photographic images. The employees must wear the identification/Access Cards whenever providing services on County property. The Contractor shall insure that Identification/Access Cards are returned to the County when individuals leave the company's employ, and when the Contractor's services end.

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

D. General Requirements

1. Additional Facilities/Equipment

The contract award amount shall be based on the pricing provided in response to this solicitation. Nevertheless, the County reserves the right to add and/or delete facilities and equipment during the contract period. The Contractor may be asked to provide only Preventive Maintenance Services or full Comprehensive Services depending on whether an added facility is still under warranty. These modifications will be documented by change orders to the fixed fee portion of the agreement.

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. References

Each bidder should provide a minimum of three (3) references with its bid. These references should contain all of the information required on the References form included herein. Attention should be paid particularly to references that demonstrate a successful history with Comprehensive HVAC Maintenance Services of a similar scope to this solicitation. The County reserves the right to request additional references if it determines they are needed to fully evaluate the capabilities and experience of a bidding contractor.

4. Staffing

Each bidder should submit with its bid a Staffing Plan that illustrates how the proposing firm 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, preventive 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 the County 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 the County to determine the capability of proposing firms, the County 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 Services or Time and Materials Services without the express written permission of the County. The selected Contractor shall be fully capable of executing all the services of the agreement with in-house staff and without use of sub-contractors. The unauthorized use of sub-contractors may result in cancellation of the contract.

II. EQUIPMENT LIST

To obtain the equipment list please visit the Purchasing Website at the link provided below and it will be attached under BL063-24 Inv.

[Bids and RFPs - Gwinnett | Gwinnett County](#)

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

ITEM No.	SECTION A – COMMUNITY SERVICE (PARKS) – COMPREHENSIVE SERVICES	MONTHLY CHARGE	ANNUAL CHARGE (Monthly x 12)
1.	Bay Creek Park, 175 Ozora Road, Loganville, GA 30052	\$	\$
2.	Best Friend Park, 6224 Jimmy Carter Boulevard, Norcross, GA 30071	\$	\$
3.	Bethesda Park, 225 Bethesda Church Road, Lawrenceville, GA 30044	\$	\$
4.	Bogan Park, 2723 North Bogan Road, Buford, GA 30519	\$	\$
5.	Bryson Park, 5075 Lawrenceville Highway, Lilburn GA 30047	\$	\$
6.	Cemetery Field Park, 211 Cemetery Street, Norcross, GA 30071	\$	\$
7.	Collins Hill Park, 2225 Collins Hill Road, Lawrenceville, GA 30043	\$	\$
8.	Collins Hill Golf Course, 2225 Collins Hill Road, Lawrenceville, GA 30043	\$	\$
9.a	Dacula Park Activity Building, 2735 Old Auburn Avenue, Dacula, GA 30019	\$	\$
9.b.	Dacula Park, 205 Dacula Road, Dacula, GA 30019	\$	\$
10.	Duncan Creek Park, 3700 Braselton Highway, Dacula, GA 30019	\$	\$
11a.	EE Robinson Park, 885 Level Creek Road, Sugar Hill, GA 30518	\$	\$
11b.	EE Robinson Park, 800 Peachtree Industrial Blvd. Sugar Hill, GA 30518	\$	\$
12..	George Pierce Park, 55 Buford Highway, Suwanee, GA 30024	\$	\$
13.	Harmony Grove Park, 119 Harmony Grove Road, Lilburn, GA 30047	\$	\$
14.	Harbins Park, 2995 Luke Edwards Road, Dacula, GA 30019	\$	\$
15.	JB Williams Park, 4935 Five Forks Trickum Road SW, Lilburn, GA 30047	\$	\$
16.	Jones Bridge Park, 4901 E. Jones Bridge Road., Norcross, GA 30092	\$	\$

Company Name _____

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ITEM No.	SECTION A – COMMUNITY SERVICE (PARKS) – COMPREHENSIVE SERVICES	MONTHLY CHARGE	ANNUAL CHARGE (Monthly x 12)
17.	Lilburn Activity Building, 788 Hillcrest Road, Lilburn, GA 30047	\$	\$
18..	Lenora Church Park, 4515 Lenora Church Road, Snellville, GA 30039	\$	\$
19.	Lions Club Park, 500 Rockbridge Circle, Lilburn, GA 30047	\$	\$
20.	Lucky Shoals Park, 4651 Britt Road, Norcross, GA 30093	\$	\$
21.	McDaniel Farm Park, 3020 McDaniel Road, Duluth, GA 30096	\$	\$
22.	Mountain Park Park, 5050 Five Forks Trickum Road, Lilburn, GA 30047	\$	\$
23.	Parks Operation Center, 352 Hosea Road, Lawrenceville, GA 30046	\$	\$
24.	Peachtree Ridge Park, 3170 Suwanee Creek Road, Suwanee, GA 30024	\$	\$
25.	Pinckneyville Community Center, 4650 Peachtree Industrial Blvd, Norcross, GA 30071	\$	\$
26a.	Pinckneyville Park (Soccer), 4707 S. Old Peachtree Road, Norcross, GA 30071	\$	\$
26b.	Pinckneyville Park (Baseball, Skate, Corp. Pavilion), 4758 S. Old Peachtree Road, Norcross, GA 30071	\$	\$
27.	Rabbit Hill Park, 400 Rabbit Hill Road, Dacula, GA 30019	\$	\$
28.	Rhodes Jordan Park, 100 East Crogan Street, Lawrenceville, GA 30043	\$	\$
29.	Rock Springs Park, 550 Rock Springs Road, Lawrenceville, GA 30043	\$	\$
30.	Shorty Howell Park, 2750 Pleasant Hill Road, Lawrenceville, GA 30136	\$	\$
31.	Singleton Road Activity Boulevard., 5220 Singleton Road, Norcross, GA 30093	\$	\$
32.	Simpsonwood Park, 4511 Jones Bridge Circle, NW, Norcross, GA 30092	\$	\$
33.	South Gwinnett Park, 2015 McGee Road, Snellville, GA 30078	\$	\$

Company Name _____

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ITEM No.	SECTION A – COMMUNITY SERVICE (PARKS) – COMPREHENSIVE SERVICES	MONTHLY CHARGE	ANNUAL CHARGE (Monthly x 12)
34.	Tribble Mill Park, 2125 Tribble Mill Parkway, Lawrenceville, GA 30045	\$	\$
35.	Yellow River Park, 3232 Juhan Road, Stone Mountain, GA 30087	\$	\$
36.	Environmental & Heritage Center, 2020 Clean Water Drive, Buford, GA 30519	\$	\$
SECTION A - SUPPORT SERVICES (PARKS) – COMPREHENSIVE SERVICES TOTAL		\$	\$

PRICES SHOULD NOT EXCEED 2 DECIMAL POINTS

ITEM No.	SECTION B - SUPPORT SERVICES (FIRE) – COMPREHENSIVE SERVICES	MONTHLY CHARGE	ANNUAL CHARGE (Monthly x 12)
1	Fire Station No. 1, 165 Lawrenceville Street, Norcross, GA 30071	\$	\$
2.	Fire Station No. 2, 12 Harmony Grove Road NW, Lilburn, GA 30047	\$	\$
3.	Fire Station No. 3, 4394 Five Forks Trickum Road, Lilburn, GA 30047	\$	\$
4.	Fire Station No. 4, 5550 Spalding Drive, Norcross, GA 30092	\$	\$
5.	Fire Station No. 5, 3001 Old Norcross Road, Lawrenceville, GA 30044	\$	\$
6.	Fire Station No. 6, 3890 Johnson Drive, Lithonia, GA 30058	\$	\$
7.	Fire Station No. 7, 3343 Bunten Road, Duluth, GA 30096	\$	\$
8.	Fire Station No. 8, 2295 Brannan Street., Grayson, GA 30017	\$	\$
9.	Fire Station No. 9, 1900 Five Forks Trickum Road, Lawrenceville, GA 30044	\$	\$
10.	Fire Station No. 10, 1131 Rock Springs Road, Lawrenceville, GA 30043	\$	\$
11.	Fire Station No. 11, 5885 Live Oak Parkway, Norcross, GA 30093	\$	\$
12.	Fire Station No. 12, 2815 Lenora Church Road, Snellville, GA 30078	\$	\$
13.	Fire Station No. 13, 343 Highway 23, Suwanee, GA 30024	\$	\$

Company Name _____

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ITEM No.	SECTION B - SUPPORT SERVICES (FIRE) – COMPREHENSIVE SERVICES	MONTHLY CHARGE	ANNUAL CHARGE (Monthly x 12)
14.	Fire Station No. 14, 1600 Buford Highway, Buford, GA 30515	\$	\$
15.	Fire Station No. 15, 275 Perry Street SW, Lawrenceville, GA 30045	\$	\$
16.	Fire Station No. 16, 195 Dacula Road, Dacula, GA 30019	\$	\$
17.	Fire Station No. 17, 2739 Brooks Road, Dacula, GA 30019	\$	\$
18.	Fire Station No. 18, 1515 Mineral Springs Road, Hoschton, GA 30548	\$	\$
19.	Fire Station No. 19, 3275 N. Berkley Lake Road, Duluth, GA 30136	\$	\$
20.	Fire Station No. 20, 1801 Cruse Road, Lawrenceville, GA 30044	\$	\$
21.	Fire Station No. 21, 470 Old Peachtree Road, Lawrenceville, GA 30024	\$	\$
22.	Fire Station No. 22, 2180 Stone Drive, Lilburn, GA 30047	\$	\$
23.	Fire Station No. 23, 4355 Steve Reynolds Boulevard, Norcross, GA 30093	\$	\$
24.	Fire Station No. 24, 2735 Mall of Georgia Boulevard., Buford, GA 30519	\$	\$
25.	Fire Station No. 25, 3575 Lawrenceville Highway, Lawrenceville, GA 30044	\$	\$
26.	Fire Station No. 26, 6075 Suwanee Dam Road, Sugarhill, GA 30518	\$	\$
27.	Fire Station No. 27, 2825 Old Fountain Road, Dacula, GA 30019	\$	\$
28.	Fire Station No. 28, 3725 Rosebud Road, Loganville, GA 30052	\$	\$
29.	Fire Station No. 29, 2800 Thompson Mill Road, Buford, GA 30519	\$	\$
30.	Fire Station No. 30, 1052 Ozora Road, Loganville, GA 30052	\$	\$
31.	Fire Station No. 31, 1056 Collins Hill Road, Lawrenceville, GA 30043	\$	\$
32.	Fire Administration Building/Headquarters, 408 Hurricane Shoals Road, Lawrenceville, GA 30045	\$	\$
33.	Fire Logistics Bldg., 450 Hosea Road, Lawrenceville, GA 30045	\$	\$
34.	Fire Facilities Management, 1890 Five Forks Trickum Road, Lawrenceville, GA 30044		

Company Name _____

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ITEM No.	SECTION B - SUPPORT SERVICES (FIRE) – COMPREHENSIVE SERVICES	MONTHLY CHARGE	ANNUAL CHARGE (Monthly x 12)
35.	Fire Apparatus Management, 650 Swanson Drive, Lawrenceville, GA 30043	\$	\$
36.	Fire Academy, Building 1, 3608 Braselton Highway, Dacula, GA 30019	\$	\$
37.	Fire Academy Apparatus Building 2, 3608 Braselton Highway, Dacula, GA 30019	\$	\$
38.	Fire Annex Old-18, 3600 Braselton Highway, Dacula GA 30019	\$	\$
SECTION B - SUPPORT SERVICES (FIRE) – COMPREHENSIVE SERVICES TOTAL		\$	\$

PRICES SHOULD NOT EXCEED 2 DECIMAL POINTS

ITEM #	SECTION C - COMMUNITY SERVICES - COMPREHENSIVE SERVICES	MONTHLY CHARGES	ANNUAL CHARGE (Monthly x 12)
1	Bethesda Park Aquatic Center, 225 Bethesda Church Road, Lawrenceville, GA 30044	\$	\$
2.	Bogan Park Community Center, 2723 North Bogan Road, Buford, GA 30519	\$	\$
3.	Bogan Park Aquatic Center, 2723 North Bogan Road, Buford, GA 30519	\$	\$
4.	Bogan Park Gym, 2723 North Bogan Road, Buford, GA 30519	\$	\$
5.	Collins Hill Aquatic Center, 2200 Collins Hill Road, Lawrenceville, GA 30043	\$	\$
6.	Mountain Park Aquatic Center, 1063 Rockbridge Road, Stone Mountain, GA 30087	\$	\$
7.	Mountain Park Activity Building, 1063 Rockbridge Road, Stone Mountain, GA 30087	\$	\$
8.	West Gwinnett Aquatic Center, 4488 Peachtree Industrial Blvd, Norcross, GA 30071	\$	\$
SECTION C - COMMUNITY SERVICES - COMPREHENSIVE SERVICES TOTAL		\$	\$

Company Name _____

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MAINTENANCE AND REPAIR SERVICES ON A TIME AND MATERIAL BASIS					
Item #	Description	Approx. Annual Quantity	Unit	Unit Price	Total Price
1.	Technician – Repair during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	575	Hour	\$	\$
2.	Technician – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	15	Hour	\$	\$
3.	Helper – Repair during normal hours, Monday – Friday, 8:00 AM to 5:00 PM	15	Hour	\$	\$
4.	Helper – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays and parts used in repairs, maintenance, and installations.	5	Hour	\$	\$
5.	Service Call Charge (one-time charge per call)	150	Each	\$	\$
6.	Mechanic - Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	25	Hour	\$	\$
7.	Mechanic – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	5	Hour	\$	\$
8.	Helper – Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	25	Hour	\$	\$
9.	Helper – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	5	Hour	\$	\$
10.	Administrative Fee for coordinating subcontractor work/rental equipment	20	Each	\$	\$
11.	State percentage of mark up above cost for repair parts (not to exceed 15%)*	\$50,000.00	Each	%	\$
12.	Cost per unit to perform preventive maintenance only, per specifications, on all replacement or new units during warranty periods.	5	Each	\$	\$
TOTAL MAINTENANCE AND REPAIR SERVICES – ALL SECTIONS					\$

*To calculate percentage markup, multiply \$50,000.00 by percentage markup (for example if markup is 15%, calculation would be \$50,000.00 x 1.15 = \$57,500.00)

Overall Bid Total	
Section A - Community Service (Parks) Comprehensive Services Total	\$
Section B – Support Services (Fire) Comprehensive Services Total	\$
Section C – Community Services Comprehensive Services - Total	\$
Maintenance and Repairs Services Total	\$
GRAND TOTAL	\$

Company Name _____

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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 July 1, 2024 or upon Board of Commissioners approval.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.			
Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

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 _____

Company Name _____

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

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

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" 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. 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 _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail Address _____

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

Telephone Number _____ Fax Number _____ E-mail Address _____

Company Name _____

FAILURE TO RETURN THIS PAGE AS PART OF THE 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 within the last five (5) years.

1. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
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 _____



**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).



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

Printed Name of Authorized Officer or Agent

_____ day of _____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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

STANDARD INSURANCE REQUIREMENTS (For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrence of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

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

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

I, _____ hereby authorize the
(Print Name)

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

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

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

Signature of applicant as usually written Date

**GWINNETT COUNTY GOVERNMENT
Consent Form Supplement**

Instructions: Please type or print legibly in ink. All questions must be answered; if a question is not applicable, so state by indicating NA (not applicable). Please be specific when completing the form to ensure 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 _____

Consent Form Supplement Continued

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

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

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

State _____ License Number _____

Date of Expiration _____ Restrictions _____

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

____ Yes ____ No

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

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

If yes, provide details _____

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

BL063-24

Buyer Initials: AH

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 _____

**GWINNETT 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 QUOTE/BID/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 quote/bid/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 were 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 (61st) 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 E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.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@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 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.