



July 3, 2024

## INVITATION TO BID BL089-24

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for the **Provision of Inspection, Maintenance, and Repair of Elevators, Escalators, and Lifts 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 Bidders Name or Company Name. Bids will be received until **2:50PM Tuesday, August 6, 2024** at the Gwinnett County Financial Services - Purchasing Division, 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](http://www.gwinnettcountry.com).

A **pre-bid conference** is scheduled for **Friday, July 19, 2024 at 10:00AM** at the **Gwinnett County Facilities Conference Room C, Second Floor, 75 Langley Drive, Lawrenceville, GA 30046**. **All bidders are strongly urged to attend**. Questions regarding bids should be submitted to Alexis Mckennery, Purchasing Associate II, via email at [alexis.mckennery@gwinnettcountry.com](mailto:alexis.mckennery@gwinnettcountry.com) no later than **3:00PM local time, Wednesday, July 24, 2024**. Bids are legal and binding upon the bidder when submitted.

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

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

The written bid document supersedes any verbal or written prior communications between the parties.

Award will be made to the Service Provider 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.

Award notification will be posted after award on the County website, [www.gwinnettcountry.com](http://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 Mckennery  
Purchasing Associate II

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

**Bid Schedule, Pages 15-17**

**Service Provider Information, Page 18**

**References, Page 19**

**Subcontractors List, Page 20**

**Code of Ethics, Page 23**

**Contractor Affidavit, Page 24**

## **I. Scope of Services**

The Gwinnett County Board of Commissioners is soliciting competitive pricing for the **Inspection, Maintenance, and Repair of Elevators, Escalators, and Lifts at various County facilities**. Services will include all labor, equipment, tools, materials, software, administrative costs, and accessories required to complete the services proposed under this contract and all things necessary to provide inspection and maintenance of the elevators and escalators in accordance with the attached requirements. There will be a Periodic Maintenance and a Time and Material component to the Contract, the awarded service provider must provide continuous 24 hours a day 365 days a year service repairs. The actual volume of work performed is not guaranteed and subject to change. All services provided under this contract shall be in compliance with federal, state, and local regulations, as well as meet the requirements of the American Society of Mechanical Engineers (ASME) Standards A17.1 through A17.6. as well as the requirements set forth Georgia code 120-3-25 Rules and regulations for escalators and elevators.

### **A. Inspection, Maintenance, Repair of Escalators**

Awarded service provider shall be responsible for monthly maintenance on all escalators per approved maintenance checklists. See section V. for examples. The service provider shall be responsible for maintaining escalators in proper, safe, and efficient operation in accordance with manufacturers original design and operating specifications. Maintenance logs shall be posted for each escalator unit. The service provider must document in these logs all work performed and keep the logs up to date.

### **B. Inspection, Maintenance, Repair of Elevators and Lifts**

Awarded service provider shall be responsible for monthly maintenance on all elevators and lifts per approved maintenance checklists. See Section IV. for examples. The service provider shall be responsible for maintaining conveyances in proper, safe, and efficient operation in accordance with manufacturers original design and operating specifications.

### **C. Required Services**

- 1) The service provider shall furnish all labor, travel, administrative costs, software, hardware, materials, supplies, parts, equipment, temporary barricades, warning signs, and take such other safety precautions as may be required to do all things necessary or incidental for maintenance.
- 2) Service for the conveyances shall consist of monthly inspections, including cleaning, lubrication, and minor adjustments as needed. Major areas included are motors, cables, bearings, guides, door hanger and operators, controllers, and related devices. Service provider shall clean pits, car tops, pump unit and machine room, as well as adjust belt drives, cables, make valve adjustments as required.
- 3) When, because of an operational examination, performance of preventative maintenance, performance of periodical testing, inspection or observation by the service provider, the conveyance is found to be deficient then the service provider shall proceed immediately, to make or cause to be made replacements, repairs, and corrections necessary to restore the equipment to normal operations. The service provider shall immediately upon completion of corrections, advise the Designated Department Representative. When, in the opinion of the Service provider, such work is considered,

within the terms of the contract, to be the responsibility of the County rather than the Service provider, the service provider shall notify the Designated Department Representative in writing. Designated Department Representative- Refers to the primary point of contact who executes the Contract for an individual department. These individuals will be assigned after award but before work commences.

- 4) Elevator and escalator service includes repair or replacement of the following equipment as required, due to ordinary wear and tear: motors, pumps, belts, hydraulic plunger packing seal, strainers and mufflers, above ground piping, photocells, safety edges, pushbutton and car panel parts, push button and corridor station parts, door closers, buffers, limit switches, door hangers, and door operator parts, car fan, position indicator bulbs, hatch door gibs, guide shoe gibs, roller guides, bearings, controllers, relays, contacts, coils, rectifiers, transformers, valves, and interlocks.
- 5) The service provider will be required to make capacity and safety checks in accordance with the requirements of the State of Georgia. Maintaining code compliance shall be the responsibility of the Service provider.
- 6) The following items are NOT included in the elevator scope of work: components of the elevator cab including its floor covering, walls finishing the hoist way enclosures, frames, and sills, replacement of all light bulbs, fluorescent tubes, and associated fixtures used for cab illumination. Batteries for emergency lighting, any power units or components installed or connected for emergency standby power use and buried hydraulic components will be provided by the County and installed by the Service provider under section 1.D Time and Material.
- 7) The service provider shall provide the Designated Department Representative with maintenance and inspection reports via email each month and maintain a maintenance log sheet in or near the associated mechanical room.
- 8) The County anticipates that the services requested herein typically will be provided during the normal business hours of 8:00 AM to 5:00 PM, Monday through Friday. Unless otherwise noted as in Section III. All required preventive maintenance services shall be performed within these hours and shall be scheduled with the Designated Department Representative. PM work should always occur during normal business hours.

#### **D. Time and Material**

Occasionally, repairs to units may fall outside the preventative maintenance scope of this Contract. In such cases a Time and Material component will be utilized. The service provider shall provide conveyance repair services on an as needed basis in response to service calls (and as noted in Paragraph I.C.3 as discovered necessary during preventive maintenance services.) The service provider shall be available on a 24 hour/7day per week (including holidays) basis and shall respond to service requirements at all facilities listed in Section II. The service provider shall provide all of the transportation, administrative costs, equipment, labor, parts and materials needed to complete necessary repairs due to service calls.

**E. Response time**

If preventive maintenance activities, state inspection, or normal operation uncovers the need for equipment repairs, the service provider shall implement those repairs as a part of its basic services. In addition, the service provider shall furnish On-Call or Emergency Repair Services as requested and will have the sufficient level of certified mechanics staffed to be available to complete the repairs as required at all times listed below.

- a) If the service request is made after noon, the request must be responded to before noon of the next day. This will be considered regular time.
- b) Requests made on Friday after noon must be responded to by Saturday before noon unless the County specifically agrees for response to be delayed until the following Monday before noon. The County will pay emergency rate, as specified in the bid schedule.
- c) Should the County require same day response for calls made after noon, the County will pay the emergency rate, as specified in the bid schedule.
- d) Emergency requests shall be defined as request by the County that require a response outside of normal business hours.
- e) Normal business requests should be 7:00AM to 5:00PM Monday through Friday. Hours of individual facilities varies by the nature of services offered and detailed facility hours is provided in Section II. Recognized holidays for the County are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day. This response time is a critical requirement of this contract, and the service provider's failure to consistently adhere to this requirement may be considered non-performance.

**F. Storage**

The County has limited storage. The service provider will be restricted to elevator machine rooms only and subject to the code requirements for elevator machine rooms.

**G. Reporting**

The County shall require service reports for all work performed. Failure by the service provider to submit these Checklists in a timely manner for scheduled preventive maintenance visits may cause for the County to withhold payment for that service element in a particular month. The format for the Preventive Maintenance Checklist must be approved by the County prior to the start of services under this Agreement. Every checklist and work summary shall include the building name, conveyance type and preventative maintenance performed. There shall be one checklist per piece of equipment. This checklist is in addition to a completed work order that includes labor hours and materials used, if applicable. The service provider is responsible for working with the County to develop a format and maintain all checklists for the duration of this contract. The service provider must include in preventative maintenance work summary the actual number of man hours utilized to complete the preventative maintenance. The service provider must include on each preventative maintenance summary a list of all materials used and installed during that preventative maintenance. This is to ensure that all conveyances are serviced on this preventative maintenance. All work performed on site as part of this preventative maintenance shall be documented in a computerized device and generate a digital

notification to the designated County representative, prior to leaving the work site, that the work is complete. In addition, any items found that need noting, a digital photo of item, within the report, shall be included in the work summary, so that items that need addressed can be done so in a timely manner. If for whatever reason, this is not possible, the technician must call the County Representative and inform him/her that the work is complete. This does not relieve the service provider of providing the digital notification of work complete. The following information should be included in the service provider's reporting:

- The type of service provided i.e. preventative maintenance, testing, repair, emergency etc. or Time and Material repairs a County issued Work Order number must be present.
- Date of Service
- Facility Name and Location
- Detailed name and description of equipment serviced
- Technician utilized
- Completed checklist, if applicable
- Corrective action plan for deficiencies if present

#### **H. Invoicing**

Invoices for services under the preventive maintenance and time and material program shall be submitted by the service provider directly to the Gwinnett County Department of Financial Services, Treasury Division by email to [disbursements@gwinnettcounty.com](mailto:disbursements@gwinnettcounty.com). Invoices must include the Purchase Order Number assigned to this contract; and must list each facility and the monthly cost for services, these costs must correspond to the rates as stated in the bid document. The time and material invoices must match the labor and material. These are submitted on a monthly basis. A copy of the invoice shall also be emailed to the Designated Department Representative. This information will be released upon award of contract. Each month, the service provider will submit an invoice, for review, to the County representative. Once approved, the service provider will be authorized to send in invoice to multiple emails for processing. If the invoice is not correct, the service provider will be notified to correct and resend for approval. Monthly invoices for preventive maintenance services will only be for the work performed in that month. Therefore, every task listed in the preventive maintenance program shall be itemized with the approved amount. If any service is determined to be incomplete, that amount will be removed from the invoice prior to approval. Once those services are completed, the service provider can invoice for those services on the following monthly invoice.

**A.** Monthly Invoices for preventive maintenance must be one invoice per facility type. The County's Support Services buildings are divided up into 2 categories. Therefore, all facilities under that category can be on one invoice. Each facility will be itemized per the awarded amount. This could result in only 4 invoices maximum per month for PM's.

- Libraries
- General Buildings

## II. Service Locations

The County reserves the right to add/delete facilities and equipment as necessary.

<b>Location</b>	<b>Hours of Operation</b>	<b>Contact</b>	<b>Contact Number</b>
Environmental & Heritage Center	Monday – Friday 7:00 AM – 4:00 PM	Jacob McDaniel	770.822.8966
Mountain Park Aquatic Center	Monday – Friday 9:00 AM – 4:00 PM	Jacob McDaniel	770.822.8966
West Gwinnett Aquatic Center	Monday – Friday 8:00 AM – 4:30 PM	Jacob McDaniel	770.822.8966
Gwinnett County Justice and Administration Center	Monday – Friday 8:00 AM – 5:00 PM	Jeremy Givens	678.447.9246
Gwinnett County Government Annex	Monday – Friday 9:00 AM – 3:00 PM	Jeremy Givens	678.447.9246
Best Friend Park Gym	Monday – Friday 7:00 AM – 4:00 PM	Jacob McDaniel	770.822.8966
Bethesda Softball Complex	Monday – Friday 7:00 AM – 4:00 PM	Jacob McDaniel	770.822.8966
Gwinnett County Historic Courthouse	Monday – Friday 10:00AM – 3:00 PM	Jeremy Givens	678.447.9246
Gwinnett County Norcross Human Service Center	Monday – Friday 8:00 AM – 5:00 PM	Jeremy Givens	678.447.9246
One Justice Square	Monday – Friday 9:00 AM – 3:00 PM	Jeremy Givens	678.447.9246
Gwinnett County Courts Annex	Monday – Friday 9:00 AM – 3:00 PM	Jeremy Givens	678.447.9246
Lilburn Library and City Hall	Monday – Friday 8:30 AM – 5:00 PM	Jeremy Givens	678.447.9246
Lanier Filter Plant, Ozone Building	Monday – Friday 8:00 AM – 4:00 PM	Chad Butler David Singleton	678.376.6812 678.376.6804
Department of Water Resources Central Facility	Monday – Friday 8:00 AM – 3:00 PM	Mark Duncan	678.231.2460
Beaver Run Pump Station	Monday – Friday 8:00 AM – 3:00 PM	Josh Shelnut	678.376.6809
F. Wayne Hill Water Resource Center, Digester Complex	Monday – Friday 9:00 AM – 3:00 PM	David Clark	678.376.2102
Ivy Creek Pump Station	Monday – Friday 9:00 AM – 3:00 PM	Josh Shelnut	678.376.6809
Crooked Creek Water Reclamation Facility Administration Building	Monday – Friday 9:00 AM – 3:00 PM	Richard Anderson	678.376.6711
Yellow River Water Reclamation Facility Administration Building	Monday – Friday 9:00 AM – 3:00 PM	David Osborne	678.376.6863
Shoal Creek Raw Water Intake	Monday – Friday 9:00 AM – 3:00 PM	Chad Butler David Singleton	678.376.6812 678.376.6804
The Water Tower	Monday – Friday 9:00 AM – 3:00 PM	Chad Wilbanks	678.376.6731
Police Headquarters	Monday – Friday 9:00 AM – 5:00 PM	Charles Wilkerson	770.513.5358

Location	Hours of Operation	Contact	Contact Number
Gwinnett County Sheriff's Office	Monday – Friday 6:00 AM – 4:00 PM	Glen Fountain Ioan Heredea	770.619.6406 770.619.6410
Police Training	Monday – Friday 9:00 AM – 3:00 PM	Charles Wilkerson	770.513.5358
Norcross Branch Library	Monday – Friday 10:00 AM - 8:00PM	Jeremy Givens	678.447.9246
Elizabeth Williams Branch Library	Monday – Friday 10:00 AM – 8:00 PM	Jeremy Givens	678.447.9246
Gwinnett Fire Academy	Monday – Friday 9:00 AM – 3:00 PM	Roberto Medina	678.518.4872

### **Department of Community Services**

1. Environmental and Heritage Center  
2020 Cleanwater Drive, Buford, GA 30519
  - One (1) Thyssen TAC20 EU5137 Freight Elevator 10,000 lb
  - One (1) Thyssen TAC20 EU5138 Passenger Elevator 5,000 lb
2. Mountain Park Aquatic Center  
1063 Rockbridge Road, Stone Mountain, GA 30087
  - One (1) Schindler Elevator - 2500 lbs. Capacity
3. West Gwinnett Aquatic Center  
4488 Peachtree Industrial Blvd., Berkeley Lake, GA
  - One (1) Thyssen Krupp Elevator 2500lbs. Capacity
4. Best Friend Park Gym  
6224 Jimmy Carter Blvd., Norcross, GA
  - One (1) ICON Hydraulic Elevator EDA022
5. Bethesda Softball Complex  
225 Bethesda Church Road, Lawrenceville, GA
  - One (1) Garaventa Lift, Serial #59822

### **Department of Support Services**

1. Gwinnett Justice and Administration Center  
75 Langley Drive, Lawrenceville, GA 30046
  - Eight (8) Modernized 2021 Galaxy Hydraulic Elevators (Each with four stops)
 Gwinnett Justice and Administration Center Parking Deck
  - Two (2) Otis Gen2 Underslung 3500 Lb. Elevators in the Parking Deck serial numbers 654735 & 654736 (Each with five stops)
2. Charlotte Nash Building  
75 Langley Drive, Lawrenceville, GA 30046
  - Six (6) Kone Eco Traction Elevators 4500 lb. capacity, 4 landing 63 ft. of rise
3. Gwinnett County Government Annex  
750 South Perry Street, Lawrenceville, GA 30046
  - Two (2) Elevator Controls Corp., Model H-800, Hp 25, serial #8631 and 8632, cap 2000-4L
4. Gwinnett County Historic Courthouse  
185 E Crogan St., Lawrenceville, GA 30046
  - One (1) Otis Microprocessor Based Hydraulic Passenger Elevator LRV35-12

5. Gwinnett County Norcross Human Service Center  
5030 Georgia Belle Court, Norcross, GA 30093
  - One (1) Mowrey 2500 lb. capacity, Hydraulic Elevator
6. One Justice Square  
446 W. Crogan Street, Lawrenceville, GA 30046
  - Two (2) Dover DMC1 Elevators
7. Gwinnett County Courts Annex  
115 Stone Mountain Street, Lawrenceville, GA 30046
  - Four (4) Thyssen Krupp Elevators TAC20. Serial #'s ET9254 (freight elevator), ET9255 (prisoner elevator), ET9256, and ET9257
8. Lilburn Library and City Hall  
340 Main Street, Lilburn, GA 30047
  - One (1) Thyssen Krupp 2100 Lb. cable Elevator serial number ECV126
9. Norcross Branch Library  
5735 Buford Hwy, Norcross, GA 30071
  - One(1)TKE 2 opening 3000lb capacity, hydraulic elevator
10. Elizabeth Williams Branch Library  
2245 Wisteria Dr. SW Snellville, GA 30078
  - One (1) Otis Elevator Traction 2 stop

#### **Department of Water Resources**

1. Lanier Filter Plant, Ozone Building  
2601 Buford Dam Road, Buford, GA 30518
  - One (1) Dover Model #590aAG3, Serial #25m37
  - PFLOW Industries - material lift
2. DWR Central Facility  
684 Winder Hwy., Lawrenceville, GA 30045
  - One (1) Mowrey Two Landing Elevator
3. F. Wayne Hill Water Resource Center, Digester Complex  
3200-C Financial Center Way, Buford, GA 30519
  - One (1) Alimark Elevator, rack and pinion type
4. Ivy Creek Pump Station  
3200-C Financial Center Way, Buford, GA 30519
  - One (1) GILLESPIE model #ML-1, Serial #8949
5. Crooked Creek Water Reclamation Facility Administration Building  
6557 Plant Drive, Norcross, GA 30092
  - One (1) Thyssen Krupp Elevator, Vertical Express Icon Model EP09530, Serial #EBJ577
6. Shoal Creek Raw Water Intake  
1620 Buford Dam Road, Sugar Hill, GA 30518
  - Material Lift
7. Beaver Ruin Pump Station  
3035 Cruse Road, Lawrenceville, GA 30044
 

Note: Must call ahead to schedule service at this facility.

  - 2 - Champion rack and pinion type
8. Yellow River Water Reclamation Facility Administration Building  
858 Tom Smith Road, Lilburn, GA 30047
  - Kone elevator, Serial #20305501



## 9. The Water Tower

2500 Clean Water Court, Buford GA, 30519

- Schindler - State serial # E-293981. Manufacturer serial# n7443-01

**Police Department**

## 1. Police Headquarters

770 Hi Hope Road, Lawrenceville, GA 30043

- One (1) Dover Hydraulic Passenger Elevator
- One (1) Dover Wheelchair Lift Serial #36861

## 2. Police Training Facility

854 Winder Highway, Lawrenceville, GA 30043

- One (1) Schindler Gearless Passenger Elevator 01

**Sheriff's Department**

## 1. Gwinnett County Sheriff's Office

2900 University Pkwy., Lawrenceville, GA 30043

(Operates 24 hours per day and 7 days per week)

- Two (2) Dover DMS Hydraulic Elevators, 3000# capacity, car model EB2181
- Six (6) Thyssen Krupp elevators in main tower (Traction)
- One (1) Thyssen Krupp dumbwaiter in Inmate Records area

**Department of Fire and Emergency Services**

## 1. Gwinnett Fire Academy

3608 Braselton Hwy, Dacula, GA 30019

- One (1) Thyssenkrupp 2100# capacity, serial # 5ECJ379

**III. Performance Standards****A. Protection, Cleaning, and Restoration of Work Sites**

Service provider shall keep work sites clean and free of debris. When providing services, service provider shall maintain a level of cleanliness and neatness needed for proper execution of the work. Service provider shall keep newly installed work clean and protect it from damage. When services are complete, service provider 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 service provider's work shall be patched, repaired and repainted to match surrounding area. Service provider also shall take precautions to protect trees, shrubbery, and sod at its service locations. Where such items are inadvertently destroyed or damaged, service provider shall replace or restore at its cost.

**B. Safety precautions and requirements**

1. Service provider shall take precautions to prevent fires and facilitate fire-fighting operations. Service provider shall store flammable materials in non-combustible containers and store away from fire sources and shall remove flammable waste regularly from the work site. Service provider also shall carefully supervise operation of potential fire sources such as cutting and welding.

2. Service provider shall take precautions to prevent accidents due to physical hazards. Service provider shall provide barricades and signs as required to protect service provider's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations.
3. Service provider shall provide and require use of safety equipment, clothing and accessories as required by its work activities and safety regulations.

**C. Warranties**

1. The service provider shall warrant against failure of all materials and workmanship associated with its service request work for one (1) year after the date of acceptance of such work by the County. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the service provider shall correct warranted work promptly, at no cost to the County, after receipt of a written notice from the County to do so.
2. Service provider shall provide the Designated Department Representative with copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the service provider. The service provider shall provide this warranty information with its Service Report whenever applicable.

**D. Record keeping**

The successful service provider is required to maintain a complete set of records, including all supporting cost documentation and service correspondence for all work performed under this agreement for the life of the contract and per the Georgia records retention act for governmental contracts.

**E. Security and Building Access**

1. The service provider shall furnish the Department of Support services a list of all staff that will be working in said facilities. Prior to the department authorizing any personnel to work inside secure facilities, Support Services reserves the right to conduct employment, background, driving, and criminal history checks. The service provider must submit the following documentation for each employee being considered for clearance:
  - a. 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.
  - b. Copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form.
  - c. 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.
  - d. A signed County Consent Form authorizing the County to run a criminal history and driver history check on the person for whom authorization is requested. A copy of the Consent form has been attached as Appendix A - Consent Form.
2. If these materials are not provided in full, the service provider will be notified that the subject employee cannot be considered. If the review of information indicates fraudulent documents,

criminal history, or any cases pending in the Gwinnett County Court system, the subject employee also will be rejected. For all employees who provide complete documentation and receive security clearance, the County will provide authorization to work under the contract and will issue Support Services Identification/Access Cards with photographic images. The employees must wear the identification/Access Cards whenever providing services at Gwinnett County properties. Service providers who perform work at the Fire Department facility should record their visit on the service provider sign-in document located at the facility. The service provider(s) shall insure that Identification/Access Cards are returned to the Department of Support Services when individuals leave the company's employ, and when the service provider's services end.

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

#### F. Technicians

The County will require technicians to hold a class 1 elevator mechanic license in the state of Georgia. See Georgia code 120-3-25 Rules and regulations for Escalators and Elevators.

#### IV. Checklists

1. Visual Inspection Module
  - a. Check ride comfort
  - b. Check balustrades and decks
  - c. Check lighting
  - d. Check risers and treads
  - e. Check handrail condition (external)
  - f. Check comb segment condition
  - g. Check step-to-step clearance
  - h. Check step-to-skirt clearance
  - i. Check comb segment-to-step clearance
  - j. Check emergency stop buttons
  - k. Check handrail inlet switch
  - l. Check skirt brushes
  - m. Lubricate skirts
2. Basic Module
  - a. Visual Inspection
    - i. Check ride comfort
    - ii. Check balustrades and decks
    - iii. Check lighting
    - iv. Check risers and treads
    - v. Check comb segment condition
  - b. Check Clearances
    - i. Check clearances between consecutive steps
    - ii. Check step-to-skirt clearances
    - iii. Check comb segment-to-step clearance

- c. Check Safety Devices
    - i. Check emergency stop buttons
    - ii. Check handrail inlet switch
    - iii. Check skirt brushes
    - iv. Check skirt switches
    - v. Check access cover switch
    - vi. Check pit stop switches
    - vii. Check broken step chain switch
    - viii. Check stop lock band switch
    - ix. Check inspection switches
  - d. Brake
    - i. Check stopping distances
  - e. Step Chains
    - i. Check step chain tension
  - f. Lubrication
    - i. Lubricate step chains
    - ii. Check ring gear oil level
    - iii. Lubricate skirts
  - g. Controller
    - i. Check condition of contactors, relays, and contacts
    - ii. Check wire conditions
    - iii. Check power supply and calibration voltages
    - iv. Remove dust
  - h. Pits
    - i. Clean upper and lower pits
3. Brake Module
- a. Remove three steps to access brake
  - b. Check brake operation
  - c. Check friction surfaces
  - d. Check brake gap
  - e. If disc brake, check brake armature
  - f. Check brake torque
  - g. Check brake fastenings
4. Comb Plate Module
- a. Check comb plate impact device
  - b. Check gap between device switch and activator
  - c. Check clearance between comb segments and steps
5. Drive Module
- a. Check Drive
    - i. Check unit for quiet operation
    - ii. Check speed of the unit
    - iii. Check for oil leaks
    - iv. Check air breather

- v. Check drive unit mounting bolts
    - vi. Check motor and motor cover plate
    - vii. Check reversing device
  - b. Check Safety Devices
    - i. Check governor overspeed switch
    - ii. Check broken drive chain switch
    - iii. Check disconnected motor switch
  - c. Lubrication
    - i. Lubricate step chain sprocket bearings
    - ii. Lubricate gear box
    - iii. Lubricate ring gear
    - iv. Lubricate upper station main bearings
    - v. Lubricate motor
    - vi. Lubricate handrail drive bearings
  - d. Handrail Drive
    - i. Check handrail drive chain/belt
- 6. Guide Module
  - a. Safety Devices
    - i. Check step sag switch
    - ii. Check step lift switch
    - iii. Check step upthrust switch
    - iv. Check out-of-level step detectors
    - v. Check missing step detector
    - vi. Check broken step chain switch
    - vii. Check skirt switches
  - b. Step Guidance System
    - i. Check step chain rollers
    - ii. Check tracks and cross members
    - iii. Check bridges and lower reversing station
    - iv. Check clearances between lip track and step chain rollers
    - v. Check step guidance buttons
    - vi. Check step chain tension
    - vii. Check novatex boards
    - viii. Check lower station
    - ix. Lubricate lower station bearings
    - x. Lubricate step flanges
    - xi. Clean pits
- 7. Handrail Module
  - a. Check for handrail damage
  - b. Clean handrails
  - c. Check and clean handrail guides
  - d. Check handrail guide joints
  - e. Check newel end rollers
  - f. Check handrail speed sensors

- g. Check broken handrail monitor
  - h. Check handrail drive wheel friction surfaces
  - i. Check handrail drive pressure rollers
8. Step Module
- a. Remove and record step numbers for three adjacent steps
  - b. Check and clean steps
9. Testing
- a. Perform all required testing at the intervals required by Federal, State, and Local codes. Cost for all testing services shall be included in the bid rate for basic services.

Frequency of Modules is as follows:

1. Visual Inspection Module: Six (6) times per year (For instance, February, April, June, August, October, and December)
2. Basic Module: Six (6) times per year (For instance, January, March, May, July, September, November)
3. Brake Module: One (1) time per year
4. Combplate Module: One (1) time per year
5. Drive Module: One (1) time per year
6. Guide Module: One (1) time per year
7. Handrail Module: One (1) time per year
8. Step Module: Two (2) times per year

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**BID SCHEDULE**

Service provider submits the following unit prices for the “Inspection, Maintenance, and Repair of Elevators, Escalators, and Lifts on an Annual Contract Basis” identified in the Bid Schedule as part of this Bid:

<b>SECTION A – ESCALATORS - MAINTENANCE</b>					
<b>Item</b>	<b>Description</b>	<b>Monthly Price</b>	<b>Annual Price</b>		
1.	Gwinnett Justice and Administration Center	\$	\$		
<b>SECTION A – REPAIR SERVICES ON A TIME AND MATERIAL BASIS</b>					
<b>Item</b>	<b>Description</b>	<b>Approx. Annual Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	Mechanic I, Normal Business Hours	10	Hour	\$	\$
2.	Mechanic I, Overtime/Weekend	10	Hour	\$	\$
3.	Mechanic II, Normal Business Hours	10	Hour	\$	\$
4.	Mechanic II, Overtime	10	Hour	\$	\$
5.	State percentage markup above cost for parts, supplies and materials for repairs outside of maintenance contract (not to exceed 10%)	\$1,000.00	Each	%	\$
<b>TOTAL REPAIR SERVICES – SECTION A</b>					\$
<b>TOTAL SECTION A</b>				\$	

<b>SECTION B – ELEVATORS AND LIFTS - MAINTENANCE</b>			
<b>Item</b>	<b>Description</b>	<b>Monthly Price</b>	<b>Annual Price</b>
1.	Gwinnett Environmental and Heritage Center	\$	\$
2.	Mountain Park Aquatic Center	\$	\$
3.	West Gwinnett Aquatic Center	\$	\$
4.	Best Friend Park Gym	\$	\$
5.	Bethesda Softball Complex	\$	\$
6.	Gwinnett Justice and Administration Center	\$	\$
7.	Gwinnett Justice and Administration Center Parking Deck	\$	\$
8.	Gwinnett County Government Annex	\$	\$

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

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<b>SECTION B – ELEVATORS AND LIFTS - MAINTENANCE (continued)</b>			
<b>Item</b>	<b>Description</b>	<b>Monthly Price</b>	<b>Annual Price</b>
9.	Gwinnett County Historical Courthouse	\$	\$
10.	Gwinnett County Norcross Human Service Center	\$	\$
11.	One Justice Square	\$	\$
12.	Gwinnett County Courts Annex	\$	\$
13.	Lilburn Library and City Hall	\$	\$
14.	Lanier Filter Plant, Ozone Building	\$	\$
15.	DWR Central Facility	\$	\$
16.	Beaver Ruin Pump Station	\$	\$
17.	F. Wayne Hill Water Resource Center, Digester Complex	\$	\$
18.	Ivy Creek Pump Station	\$	\$
19.	Crooked Creek Water Reclamation Facility Administration Building	\$	\$
20.	Yellow River Water Reclamation Facility Administration Building	\$	\$
21.	Gwinnett County Police Headquarters	\$	\$
22.	Gwinnett County Sheriff’s Office	\$	\$
23.	Shoal Creek Raw Water Intake	\$	\$
24.	The Water Tower	\$	\$
<b>TOTAL SECTION B</b>		<b>\$</b>	<b>\$</b>

<b>SECTION B – REPAIR SERVICES ON A TIME AND MATERIAL BASIS</b>					
<b>Item</b>	<b>Description</b>	<b>Approx. Annual Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	Mechanic I, Normal Business Hours	80	Hour	\$	\$
2.	Mechanic I, Overtime/Weekend	20	Hour	\$	\$
3.	Mechanic II, Normal Business Hours	80	Hour	\$	\$
4.	Mechanic II, Overtime	20	Hour	\$	\$
5.	State percentage markup above cost for parts, supplies and materials for repairs outside of maintenance contract (not to exceed 10%)	\$95,000.00	Each	%	
<b>TOTAL REPAIR SERVICES – SECTION B</b>					
<b>TOTAL SECTION B</b>					<b>\$</b>

Note: The actual volume of work performed in Sections A and B is not guaranteed and subject to change.

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



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Overall Bid Total (continued)	
Section A - Inspection, Maintenance, and Repair of Escalators Total	\$
Section B - Inspection, Maintenance, and Repair of Elevators Total	\$
<b>GRAND TOTAL</b>	<b>\$</b>

Certification of Non-Collusion In Bid Preparation \_\_\_\_\_  
Signature Date

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. **Contract to begin on October 2, 2024 or upon approval by the Board of Commissioners.**

**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 _____

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

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Service Provider Information Page

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 \_\_\_\_\_  
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

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

Address \_\_\_\_\_

Representative Signature \_\_\_\_\_ Email Address: \_\_\_\_\_

Printed Name \_\_\_\_\_

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

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**References**

Provide at least three (3) references for which your company has provided similar maintenance, repair, installation, and repair services. All references should be for services provided within the past five (5) years. For each reference include the name and address of the customer; the number, size and nature of the facilities services; the approximate yearly value of your service work for the customer; and the name, phone number, and email address of a contact person who is knowledgeable of the scope of your company's services and the quality of your performance.

1. Customer Name: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 Number/Type/Sizes of Facilities: \_\_\_\_\_  
 \_\_\_\_\_  
 Period of Service: \_\_\_\_\_  
 Approximate Annual \$ Value: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

2. Customer Name: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 Number/Type/Sizes of Facilities: \_\_\_\_\_  
 \_\_\_\_\_  
 Period of Service: \_\_\_\_\_  
 Approximate Annual \$ Value: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 Number/Type/Sizes of Facilities: \_\_\_\_\_

3. Customer Name: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 Number/Type/Sizes of Facilities: \_\_\_\_\_  
 \_\_\_\_\_  
 Period of Service: \_\_\_\_\_  
 Approximate Annual \$ Value: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

Failure to Return This Page as Part of Your Bid Document May Result in Rejection of Bid

GWINNETT COUNTY, GEORGIA  
LIST OF SUBCONTRACTORS

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

NAME AND ADDRESS	TYPE OF WORK

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

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

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935

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



### CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the vendor, its affiliates or its subcontractors:

1. \_\_\_\_\_  
Company Submitting Bid/Proposal

- 2. Please select one of the following:
  - No information to disclose (*complete only section 4 below*)
  - Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

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

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

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

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

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**



**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: \_\_\_\_\_

\* 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).

**For Gwinnett County Use Only:**  
Document ID # \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Initials: \_\_\_\_\_



Appendix A

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

I, \_\_\_\_\_ hereby authorize the  
(Print Name)

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

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

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

\_\_\_\_\_  
Signature of applicant as usually written

\_\_\_\_\_  
Date

**GWINNETT COUNTY GOVERNMENT  
Consent Form Supplement**

**Instructions:** Please type or print legibly in ink. All questions must be answered; if a question is not applicable, so state by indicating NA (not applicable). Please be specific when completing the form to insure all information is complete, true, and correct. Omission of facts will be perceived as falsification and will be the basis for rejection of your submission, or upon discovery, withdrawal of the County issued ID and permission for work within County facilities.

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Middle Name \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

List any nicknames, maiden names and other names you have used \_\_\_\_\_

\_\_\_\_\_

Current Address \_\_\_\_\_

Current Telephone Number \_\_\_\_\_

List previous addresses for last five years:

Dates	Street Address	City	State
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you ever been convicted of or plead guilty or no contest to a felony or misdemeanor, excluding all offenses for which you were charged as a juvenile?

\_\_\_\_ Yes \_\_\_\_ No

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

State \_\_\_\_\_ License Number \_\_\_\_\_

Date of Expiration \_\_\_\_\_ Restrictions \_\_\_\_\_

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

Yes  No

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ELEVATOR MAINTENANCE INSPECTION REPORT**

Customer:				Job #:	
Location:					
Inspected By:		Inspection Date:		Load Capacity:	
Mfg.:		Model:		Serial #:	
Inspection Type:	( ) Monthly	( ) Quarterly	( ) Semi-Annually	( ) Annually	

**Legend: P = Pass; F = Fail; R = Repair or Replacement Required; C = Clean; L = Lubricate**

Item	Description	P*	F♀	R	C	L	Notes
Inside Car	Door Reopening Device						
	Stop Switches						
	Operating Control Devices						
	Car Floor and Landing Sill						
	Car Lighting						
	Car Emergency Signal						
	Car Door						
	Door Closing Force						
	Power Closing of Door						
	Power Opening of Door						
	Car Enclosure						
	Emergency Exit						
	Ventilation						
	Operating Signs/Symbols						
	Rate Load, Platform Area, & Data						
	Standby or Emergency Power						
	Restricted Opening of Doors						
	Car Ride						
	Door Monitoring System						
	Stopping Accuracy						
Pit	Pit Access, Lighting & Stop Switch						
	Bottom Clearance & Runby						
	Plunger & Cylinder						
	Car Buffer						
	Normal Terminal Stopping						
	Traveling Cables						
	Car Frame & Platform						
	Guiding Members						
	Supply Piping						
	Car Safety						
Governor Rope Tension Device							

**ELEVATOR MAINTENANCE INSPECTION REPORT**

Item	Descriptio	P*	F♀	R	C	L	Notes
Machine Room	Access to Machine Space						
	Headroom						
	Lighting & Receptacles						
	Enclosure of Machine Space						
	Housekeeping						
	Ventilation & Heating						
	Fire Extinguisher						
	Pipes, Wiring, & Ducts						
	Guarding of Equipment						
	Numbering of Elevators & Disconnecting Means & Control						
	Controller Wiring, Fuses, Grounding,						
	Hydraulic Power Unit						
	Relief Valves						
	Control Valve						
	Tanks						
	Flexible Hydraulic Hose & Supply Line & Shutoff Valve						
	Hydraulic Cylinders & Hydraulic Fluid						
	Pressure Switch						
	Code Data Plate						
	Governor, Overspeed Switch & Recycling Operation						
Outside Hoistway	Car Platform Guard						
	Hoistway Doors						
	Vision Panels						
	Hoistway Door Locking Device						
	Access to Hoistway						
	Power Closing of Hoistway						
	Sequence Operation						
	Hoistway Enclosure						
	Elevator Parking Device						
	Emergency Door in Blind						
	Standby or Emergency Power Selection						
Top of Car	Top of Car Stop Switch						
	Car Top Light & Outlet						
	Top of Car Operating Device						
	Top of Car Clearance & Refugee						
	Normal Terminal Stopping						
	Emergency Terminal Speed Limiting						
	Anticreep Leveling Device						
	Speed Test						
	Top Emergency Exit						
	Floor & Emergency Identification Numbering						

**ELEVATOR MAINTENANCE INSPECTION REPORT**

Item	Description	P*	F♀	R	C	L	Notes	
Top of Car	Hoistway Construction							
	Hoistway Smoke Control							
	Pipes, Wiring, & Ducts							
	Windows, Projections, Recesses & Setbacks							
	Hoistway Clearances							
	Multiple Hoistways							
	Traveling Cables & Junction Boxes							
	Door & Gate Equipment							
	Car Frame, Guides, & Stiles							
	Guide Rails Fastening & Governor, Safety, Safety, Ropes, & Counterweights							
	Governor Rope Releasing Carrier							
	Governor Rope							
	Wire Rope Fastening & Hitch Plate							
	Suspension Rope							
	Slack Rope Device							
	Traveling Sheave							
	Counterweight							
	Periodic Tests	Relief Valve Setting						
		System Pressure						
Cylinder Pressure Test								
Normal & Final Terminal Stopping Devices								
Governors								
Safeties								
Oil Buffers								
Firefighter Emergency Operation								
Standby or Emergency Power								
Power Operation of Door System								
Emergency Terminal Speed Limiting								
Emergency Terminal Stopping								
Low Oil Protection Operation								
Pressure Switch								
Flexible Hose & Fitting								

\* Provide the back-up information to support Passing in Notes column

♀ Provide details on why item Failed in Notes column

**Notes:**

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

**BL089-24**

**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

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

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

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



## **I. PREPARATION OF SUBMITTAL**

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

## **II. DELIVERY**

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

## **III. EXPLANATION TO VENDORS**

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the

submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

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

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements 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 (61<sup>st</sup>) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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

#### **XVI. NON-COLLUSION**

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

#### **XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so

terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. SUBSTITUTIONS**

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

**XXI. INELIGIBLE VENDORS**

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

**XXII. PENDING LITIGATION**

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

**XXV. AMERICANS WITH DISABILITIES ACT**

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXVII. TAX LIABILITY**

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

**XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

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

**XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

**XXX. GENERAL CONTRACTORS LICENSE**

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §43-41-17).**

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. §36-84-1).**

**XXXII. INDEMNIFICATION**

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly



employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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

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

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

### **XXXIV. ELECTRONIC PAYMENT**

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

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

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

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.