



April 1, 2026

**INVITATION TO BID
BL072-26**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for **HVAC System Maintenance Services at Various County Facilities** on a one-year contract for the **Department of Support Services**.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on April 17, 2026**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. **The bid opening will be virtual ONLY**. To access the bid opening virtually, visit the following Webex virtual meeting link (<https://gwinnettgov.webex.com/gwinnettgov/j.php?MTID=m944ecef3444d42d125788db71d7c31a>), or dial 408-418-9388, and enter Conference ID 23486494337##. Apparent bid results will be available the following business day on our website www.GwinnettCounty.com.

A pre-bid conference is scheduled for **10:00A.M. on April 8, 2026** at the Gwinnett County Purchasing Division, 75 Langley Drive – Second Floor, Lawrenceville, Georgia 30046 inside the Dogwood Conference Room. Questions regarding bids should be directed to Alexis Mckennery, CPPB Purchasing Manager at Alexis.Mckennery@GwinnettCounty.com, no later than **3:00 p.m. April 9, 2026**. Bids are legal and binding upon the bidder when submitted.

Successful contractor 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-7 or higher.

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

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

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

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

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

Alexis Mckennery, CPPB
Purchasing Manager

The following pages should be returned in duplicate as your bid: **Bid Schedule, Pages 36-53**
References, Page 54
Ethics Affidavit, Page 59
E-Verify, Page 60
Subcontractors List, Page 61

GWINNETT COUNTY DEPARTMENT OF SUPPORT SERVICES
HVAC MAINTENANCE SERVICES

The Gwinnett County Board of Commissioners is soliciting competitive pricing for HVAC System Maintenance Services for various County facilities. The services will include two different work elements: 1) an Annual Program of Preventive Maintenance to be performed with a set monthly fee schedule and 2) Service Call Repairs to be performed on a Time and Material Basis. The two sets of services are described in Section I - Scope of Services outlined below. The facilities included are listed in Section II - Service Locations. This contract may be awarded by section or to the overall low responsive and responsible contractor.

No organization, firms, or individuals seeking award of a contract under this solicitation may initiate or continue any verbal or written communications regarding the solicitation with any County officer, elected official, employee, or other County representative without permission of the Purchasing Associate named on the solicitation, between the date of the issuance of the solicitation and the date of final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the organization, firm, or individual may be disqualified from consideration for award.

The County has compiled an Equipment Inventory List for the facilities currently covered under this contract in order. This document will assist the bidder in preparation of the bid. Due to the size of this document, interested parties are to submit a request for the Equipment Inventory List by email. Requests are to be sent to Alexis.Mckennery@GwinnettCounty.com. Failure to obtain this document does not alleviate the bidder from the responsibility of performing all of the services set forth in this solicitation at the prices stated on the Bid Schedule.

The services provided under this contract will commence on July 1, 2026 or upon Board of Commissioners approval and will be for 365 days with pricing to remain firm for the duration of the initial term.

Section I - Scope of Services

Annual Program of Preventive Maintenance

The Gwinnett County Department of Support Services has designated a list of facilities for which it requires a set schedule of preventive maintenance tasks. The services covered under this section are described under sub-sections I.A - I.B. Most facilities will require quarterly maintenance, although some locations will only require monthly, semi-annual services, and some equipment items only annual. The frequency of service for each facility is specified herein, along with the actual month that the work must be performed.

The selected Contractor will be responsible for all listed work items and their associated costs. Included in these costs are administration, supervision and overhead; travel; equipment and tools necessary to perform the services, including hand tools, wet dry vacuums, torches if applicable, drills, ladders, vacuum pumps, sludge sucker kit usage, nitrogen, drain line cleaning agents or tools such as CO2, test instruments, lifts to access equipment; personnel time; and consumable materials such as filters, belts, lubricants, refrigerant, duct tape, foil tape, etc.

If during the preventative/scheduled maintenance services, the Contractor determines the need for repair or replacement of parts, the scope of which extends beyond the assigned preventive/scheduled maintenance tasks, the Contractor shall promptly notify the County, while on site, and shall proceed with the repair and/or replacement of the parts per the County's direction. It is in the County's best interest to authorize these repairs quickly to minimize unscheduled service calls. These repairs and replacements shall be performed under the Time and Materials element of the agreement and **Service Call Charges will not be allowed for such repairs.**

Any damage to a facility as a result of the Contractor or their work will be the responsibility of the Contractor to repair as required and supervised by the County at the Contractor's expense.

Any damage as part of a preventive maintenance task to insulation on ductwork or piping, including both internal or external on ductwork, and including any metal type covering and banding, must be repaired at no additional cost to the County. All repairs must be performed to match existing application prior to damage.

NOTE: As part of its services, the selected Contractor shall be responsible for confirming and updating the equipment list for each facility. The format for this list will be Microsoft Excel. An equipment list is included in this bid document. The County Representative shall review and approve the format prior to the Contractor preparing the updated list. The Contractor shall provide the equipment list to the County Representative as soon as practicable but no later than four (4) months after the start of the contract, and immediately following any equipment change. This is non-negotiable. The list shall include for all major equipment, the make, model, and serial number and shall indicate the quantity and sizes of all belts and filters. The Contractor shall maintain this master list of equipment for the duration of the contract. When the County or the Contractor replaces a piece of equipment, the Contractor shall update the list to reflect the new equipment. The contractor shall provide an updated list at the time of each equipment change and a minimum of once annually if no changes. Gwinnett County will provide an update to the contractor if equipment upgrades or changes outside this agreement occur. All preventive maintenance checklists should contain model and serial number for verification for each visit.

In addition, no later than six (6) months after the start of this contract, the Contractor shall provide to Gwinnett County the following information. This shall be added to the equipment inventory lists provided.

1. Manufacturer date of each piece of equipment
2. Replacement cost of each unit and/or system. Example: Split system replacement will include AHU/Furnace, coil, and outdoor unit. Cost shall include equipment and labor.

Preventive Maintenance

The Preventive Maintenance checks listed are a minimum of tasks that Gwinnett County demands to be performed. However, it is the responsibility of the awarded contractor to review the manufacturers preventive maintenance procedures and provide these back to Gwinnett County. If there are additional tasks recommended, Gwinnett will update these procedures. This will assure all types of equipment in our Fleet are maintained as recommended to prolong the life of each unit.

I. Air Conditioning Preventive Maintenance Program (Quarterly PM shall occur a minimum of three times in a calendar year)

All items listed below in the PM shall be included and recorded on the PM Checklist.

At a minimum, the Air Conditioning Preventive Maintenance Program (per system) shall include the following tasks:

A. Standard DX , Heat Pump or Split Systems

1. Record Delta T across evaporator coil and note on paperwork for records. Clean evaporator if it is less than (18) degrees.
2. Refrigerant pressures, Superheat and Subcooling should be recorded if system is not operating properly to 18 degrees Delta T or better. Replace up to five (5) pounds of refrigerant as part of basic preventive maintenance services.
3. Record voltage and amperage to all motors, compressors, etc. Example: 3 phase motor, Contractor will document Volts: L1 __, L2 __, L3 __ and Amps L1 __, L2 __, L3 __
4. Check for refrigerant leaks
5. Lubricate all moving parts, bearings, etc.
6. Replace belts and adjust tension. Replace as needed but no less than twice per year on all equipment.
7. Replace filters. (Note: Filters shall be extended service 40% pleated "Pre-Pleat 40" filters. Any proposed equivalent products must be approved by Gwinnett County personnel prior to use.)
8. Clean Condenser and evaporator coils as needed, but not less than once a year.
9. Check pressure switch and cut-out settings.
10. Check electrical lock-out circuits.
11. Check Contactor contacts
12. Check all wiring connections. Check and adjust thermostats for proper calibration and operation. On Annual PM, contractor will be responsible for notifying County representative and calibrating all space sensors for Building Automation applications.
13. Replace batteries in thermostats, but not less than once a year.
14. Record outdoor ambient temperature.
15. Check and flush condensate drain. Add drain pan treatment at least but not limited to twice per year. No drain pan tablets are to be utilized as part of this contract. NOTE: Clogged drain lines or stopped up drain pans will be the sole responsibility of the contractor, and not be applicable for a billable call following the initial PM as part of this contract.
16. Visually check ductwork for broken connections or faulty insulation. (Notify Gwinnett County if any repairs are needed)
17. Remove dust, soot, rust, etc. from blower
18. Operate air conditioning system through normal cycle, make any necessary adjustments. (Notify Gwinnett County representative if necessary to make remote commands)
19. Inspect and service exhaust fans (both ceiling and roof mounted. (Change belts no less than twice per year.)
20. Clean return and exhaust intake vents as often as needed to assure proper airflow For each system and exhaust fan. Where applicable, Inspect and clean VFD's , including wiring terminals and cooling Fans, intake grille, etc.

B. Chilled Water or Water Source Heat Pump Systems

1. Record Delta T across evaporator coil and note on paperwork for records. Clean evaporator if it is less than (18) degrees
2. Super heat and Sub cooling should be recorded if system is not operating at 18 degree Delta T or better.
3. Replace up to five (5) pounds of refrigerant as part of the basic preventive maintenance service.

4. Record voltage and amperage to all motors, compressors, etc. Example: 3 phase motor. Contractor will document Volts: L1 ____, L2 ____, L3 ____ and Amps L1 ____, L2 ____, L3 ____ Where applicable, inspect and clean VFD's, including wiring terminals and cooling Fans
5. Lubricate all moving parts, bearings, etc.
6. Check for refrigerant leaks
7. Replace all belts, adjust tension. Replace as needed, but no less than twice per year on all equipment.
8. Replace filters. (Note: Filters shall be extended service 40% pleated "Pre-Pleat 40" filters. Any proposed equivalent products must be approved by Gwinnett County personnel prior to use.)
9. Clean Condenser and evaporator coils as needed, but not less than once a year.
10. Check pressure switch and cut out circuits
11. Check electrical lock-out circuits
12. Check contactor contacts and wiring connections
13. Check all wiring connections. On Annual PM, contractor will be responsible for notifying County representative and calibrating all space sensors for Building Automation applications.
14. Record outdoor temperature
15. Check and flush condensate drain. No drain pan tablets are to be utilized as part of this contract. NOTE: Clogged drain lines or stopped up drain pans will be the sole responsibility of the contractor, and not be applicable for a billable call following the initial PM as part of this contract.
16. Visually check ductwork for broken connections or faulty insulation. (Notify Gwinnett County if any repairs are needed)
17. Remove dust, soot, rust, etc. from blower
18. Operate system through cycle, make any necessary adjustments. (Notify Gwinnett County representative if necessary to make remote commands)
19. Inspect, clean and grease all pumps Annually (If applicable)
20. Inspect and service exhaust fans, change belts no less than twice per year. (both ceiling and roof mounted)
21. Clean return and exhaust intake vents as often as necessary to assure proper airflow for each system and exhaust fan.
22. Inspect and service compressors. Service screw compressors Annually (or as needed)
23. Inspect and service air cooled chillers Annually (If applicable)
24. Clean chiller coils (Annually, but not limited to)
25. Inspect and service Cooling Tower Quarterly (If applicable) Clean as necessary to ensure adequate performance, but a minimum of once per year. Follow manufacturer's recommendations for acceptable chemicals and cleaning practices.
26. Inspect circulation pumps. Refer to Circulation Pump PM in this document.

II. Heating Preventive Maintenance Program (Quarterly PM shall occur a minimum of once per calendar year)

- A. Gas Heat Applications:** At a minimum, the Furnace Preventive Maintenance Program shall include the following tasks but not be limited to:
1. Check and adjust thermostat.
 2. Check and adjust all safety controls.
 3. Clean burners and heat exchanger as needed.
 4. Clean and adjust pilot assembly.
 5. Check and adjust burner for efficiency.
 6. Check for gas leaks in furnace.
 7. Using a Carbon Monoxide Detector, check CO readings in space and supply ductwork. Record readings in PPM on checklist. Where multiple units serve a common area, separate readings must be documented per system. Contractor must supply manufacturer, model no. and last calibrated date of Carbon Monoxide Detector, on Checklist.
 8. Lubricate all moving parts.
 9. Change belt and adjust tension.

10. Replace filters. (Note: Filters shall be extended service 40% pleating "Pre-Pleat 40" filters or equivalent.)
11. Check flue pipe. Verify there is no blockage and no rusted connections.(Notify Gwinnett County if any repairs are needed)
12. Turn exposed dampers to heating, if marked. No balancing.
13. Adjust pressure regulator if needed.
14. Check air circulation for each system.
15. Visually check ductwork for broken connections or faulty installation (Notify Gwinnett County if any repairs are needed)
16. Remove dust, soot, rust, etc., from furnace blower.
17. Operate furnace through normal cycle, make any necessary adjustments to settings within equipment, to allow for proper operation.

B. Heat Pump Applications:

1. Record Delta T across evaporator coil and note on paperwork for records.
2. Replace up to five (5) pounds of refrigerant as part of basic preventive maintenance services
3. Record voltage and amperage to all motors, compressors, etc. Example: 3 phase motor. Contractor will document Volts: L1____, L2____, L3____ and Amps L1 ____, L2 ____, L3 ____
4. Lubricate all moving parts, bearings, etc.
5. Check for refrigerant leaks
6. Lubricate all moving parts, bearings, etc.
7. Replace belts and adjust tension. Replace as needed but no less than twice per year on all equipment.
8. Replace filters. (Note: Filters shall be extended service 40% pleated "Pre-Pleat 40" filters. Any proposed equivalent products must be approved by Gwinnett County personnel prior to use.)
9. Clean Condenser and evaporator coils as needed, but not less than once a year.
10. Check pressure switch and cut-out settings.
11. Check electrical lock-out circuits
12. Check contactor contacts and wiring connections
13. Check all wiring connections. On Annual PM, contractor will be responsible for notifying County representative and calibrating all space sensors for Building Automation applications.
14. Replace batteries in thermostats, but not less than once a year.
15. Record outdoor ambient temperature.
16. Visually check ductwork for broken connections or faulty insulation. (Notify Gwinnett County if any repairs are needed)
17. Remove dust, soot, rust, etc. from blower
18. Operate system through normal cycle, make any necessary adjustments. (Notify Gwinnett County representative if necessary to make remote Commands
19. Inspect and service exhaust fans (both ceiling and roof mounted. (Change belts no less than twice per year.)
20. Clean return and exhaust intake vents as often as needed to assure proper airflow For each system and exhaust fan.
21. Where applicable, Inspect and clean VFD's , including wiring terminals and cooling fans, intake grille, etc.
22. Check reversing valve for proper operation
23. Check defrost board and components for proper operation.
24. Check operation of Electric Heat strips and Record amperage and supply temperature with heat strips engaged.
25. Check Crankcase heater for proper operation.

III. Boilers Annual PM

1. Tear down, inspect, re-assemble with proper gasket materials, and restart all boilers for State Department of Labor inspections. (CONTRACTORS SHALL BE FAMILIAR WITH STATE INSPECTIONS OF BOILERS).
2. Perform all work per manufacturer's recommendations.

IV. Circulation Pump PM (Hot Water during Heating PM, Chilled Water during Spring PM) Perform Visual inspections on every PM.

1. Check operation of Pump.
2. Verify no excess vibration is present.
3. Verify no abnormal noise is present.
4. Check for proper shaft seal, wear on shaft.
5. Record voltage and amperage to all motors, Example: 3 phase motor. Contractor will document Volts: L1_____, L2_____, L3____ and Amps L1 _____, L2 ____, L3 _____
6. Lubricate all necessary parts per manufacturer's recommendations.
7. Remove electrical cover and inspect wiring connectors for proper tightness
8. Verify no water leaks are present. Notify Gwinnett County representative if there are any repairs necessary.

V. PAC Unit PM:

1. Check touch pad for any alarms present. Address or clear as needed.
2. Verify drain pan is clear and clean.
3. Change belts and set proper alignment (No less than twice per year)
4. Record voltage and amps for all motors
5. Check for refrigerant leaks. Replace up to five (5) pounds as part of the Preventative Maintenance services.
6. Vacuum out entire unit but not limited to, and include evaporator coil, motor and blower section, control panel section and compressor section.
7. Lubricate all moving parts where applicable
8. Where such systems are dual cooling capable, such as DX or Chilled Water, check system in both sequences to assure all components such as compressors and chilled water valves are operating properly. Force each system into DX operation to test all sources of cooling and dehumidification. While DX units are operating, verify condenser fan is cycling properly.
9. Visually check ductwork for broken connections or faulty insulation.
10. Replace filters. (Note: Filters shall be extended service 40% pleated "Pre-Pleat 40" filters. Any proposed equivalent products must be approved by Gwinnett County personnel prior to use.)
11. Check pressure switches and cut-out settings for proper operation.
12. Check electrical lock-out circuits
13. Check all relays, contactor contacts, and wiring connections.
14. Check and calibrate thermostats, and/or sensors for proper calibration and operation.
15. Check and flush condensate drain. Add drain pan treatment. No drain pan tablets are to be utilized as part of this contract.
16. If condensate pump is present, add bleach or proper chemical agent to pump to prevent sludge or algae build up.
17. Visually check ductwork for broken connections or faulty insulation.
18. If applicable, replace batteries in thermostat.
19. Once PM is complete, verify with Gwinnett County Control Room representative that full communication is restored prior to leaving facility

VI. Exhaust Fan PM:

1. When applicable, Change belts and check for proper alignment. (No less than twice per Year)
2. Record voltage and amps for all motors
3. Lubricate all moving parts where applicable
4. Check for excessive vibration and any broken components.
5. Verify Fan is secured properly to ductwork, curb or wall, which ever applies.
6. If controlled by thermostat, verify for proper calibration and operation.
7. If motorized louvers are included in sequence of operation, verify all are working properly.
8. Check all relays, contactors and electrical components for proper operation and secure connections where needed.
9. All intake vents will be vacuumed and wiped down.
10. Cabinet, in-line and ceiling mounted fans: remove cover, clean inside fan, blades and motor.

VII. Electric Unit Heater/ Wall Heater Annual PM:

1. Inspect Heater for proper operation
2. Exercise with thermostat to assure proper calibration
3. Remove cover, vacuum out heat and fan sections of unit
4. Record voltage and amperage of heater. Example: 3 phase motor. Contractor will document Volts: L1_____, L2_____, L3____ and Amps L1____, L2 _____, L3 _____
5. Verify all wiring connections are good and no signs of overheated wiring.

VIII. Humidifier PM:

1. Check system for alarms
2. Clean reservoir tank and clear of all sediments
3. Verify all water connections are without leaks
4. Verify Steam piping to ductwork is in good condition and free of cracks or leaks
5. Verify humidity sensors are calibrated correctly
6. Check all wiring internally and externally for secure connections
7. Check motor starter where applicable
8. Record humidity settings and actual humidity in space on a checklist
9. When PM is complete, verify with Gwinnett County Control Room Representative that all communication is present with no alarms prior to leaving facility.

IX. Dehumidifier PM:

1. Replace Filter
2. Clean drain line
3. Clean Coil

X. Variable Refrigerant Volume (VRV) Service Checker (For Daikin VRV system)

1. Run Daikin VRV Service Software
2. Collect Trending for at least one hour
3. Analyze the results to identify areas of concern
4. Provide detailed report to HVAC Supervisor

XI. Liebert Split System PM:**Air Handler**

1. Check System for alarms
2. When applicable, Change belts and check for proper alignment (No less than twice per Year)
3. Record voltage and amps for all motors
4. Lubricate all moving parts where applicable
5. Check for excessive vibration and any broken components.
6. Verify blower fan is operating without any vibration or excessive noise
7. Check all wiring internally and externally for secure connections
8. Check motor starter where applicable
9. Record humidity settings and actual humidity in space on a checklist. When PM is complete, verify with Gwinnett County Control Room Representative that all communication is present with no alarms prior to leaving facility.
10. Verify Electric Heat portion of system is working properly. Exercise all stages of heat and verify all contactor and relays are working properly.
11. Verify all wiring connectors and plugs are secure and in proper working order
12. Infrared Humidifier:
 - a. Verify drain for humidifier reservoir is in good condition
 - b. Remove water from reservoir, remove pan from unit and clean thoroughly.
 - c. Only Clean with recommended agents for stainless steel.
 - d. Check all limit switches and safeties on reservoir
 - e. Change Infrared bulbs (Annually)
 - f. Inspect mounting blocks for bulbs
 - g. Inspect contactors for bulbs
 - h. Check water solenoid valve for proper operation.
 - i. Provide signal for humidifier to operate.
 - j. Verify reservoir fills properly and infrared bulbs Operate properly.

Condensing Unit

1. Clean outdoor Coil
2. Check all electrical components for proper operation
3. When applicable, Change belts and check for proper alignment (No less than twice per Year)
4. Record voltage and amps for all motors
5. Lubricate all moving parts where applicable
6. Check for excessive vibration and any broken components.
7. Check all wiring internally and externally for secure connections
8. Check motor starter where applicable
9. If condenser has fan cycling capability, verify fan cycles properly.

XII. Coil Cleaning

All Coil Cleanings, both evaporator and condenser, will be cleaned during the Spring Season PM. This is not the same month throughout, but usually occurs during March, April or May.

XIII. Special Filter Change and Disposal Requirements

The Police Training Facility Firing Range building has unique filter changing and disposal requirements. Filters in AHU #5A, #5B and #7 contain lead dust and will require removal from site by a qualified vendor and transportation to a proper disposal site. Successful Contractor will provide, at time of bid submission, the name of the proposed vendor, description of the proposed vendor's disposal procedures, and documentation showing that the proposed vendor is certified for these practices.

During the filter removal from the AHU process, at no time will a filter touch or drop particles onto the mechanical room or any floor on the property. Proper containment and securing will be performed to assure no lead deposits are found on site during or after replacement procedures.

NOTE: Quarterly black light inspections are performed by on site staff to assure this process is performed properly. If deposits are discovered, the contractor will be responsible for refunding Gwinnett County for such specialized services that are performed by a Gwinnett County vendor.

Once the contract is awarded, a copy of the manifest where the filters are scheduled to be transported will be submitted to Gwinnett County for our records. At time of each change, a copy of the vendors removal invoice will be provided with the PM documents. This process will guarantee Gwinnett County that at no time any filters from our site will be found illegally disposed of.

XIV. Facilities Covered under Preventive Maintenance Program

Facility	Equipment	Preventive Maintenance Frequency	Actual Months of PM Occurrence
Collins Hill Branch Library	All Systems	Quarterly PM	Feb, May, Aug, Nov
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
		Monthly filter change	Jan thru Dec
Exhaust Fans	Semi Annual PM	May, November	
Lawrenceville Branch Library and Headquarters	All Systems	Quarterly PM	Feb, May, Aug, Nov
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
		Semi Annual PM	May, November
Peachtree Corners Branch Library	All Systems	Quarterly PM	Jan, April, July, Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
		Semi Annual PM	April, October
Duluth Branch Library	All Systems	Quarterly PM	Jan, April, July, Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
		Annual PM	April
	Water Source Heat Pump	Annual PM	April
	Pumps	Annual PM	October
	Boiler	Annual PM	October
	Exhaust Fans	Semi Annual PM	April, October
Unit/Wall Heater	Annual PM	October	

Norcross Branch Library	All Systems	Quarterly PM	Jan, April, July, Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
	Exhaust Fans	Semi Annual PM	April, October
	Unit/Wall Heater	Annual	October
Buford Branch Library	All Systems	Quarterly PM	Jan, April, July, Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
	Exhaust Fans	Semi Annual PM	April, October
Suwanee Branch Library	All Systems	Quarterly PM	Jan, April, July, Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
	Exhaust Fans	Semi Annual PM	April, October
Mountain Park Branch Library	All Systems	Quarterly PM	Mar, Jun, Sept, Dec
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	June, December
	Unit/Wall Heaters	Annual PM	December
Lilburn Branch Library	All Systems	Quarterly PM	Mar, June, Sept, Dec
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	June, December

Elizabeth Williams (Snellville) Branch Library	All Systems	Quarterly PM	Mar, June, Sept, Dec
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
Centerville Branch Library and Community Center	All Systems	Quarterly PM	Mar, June, Sept, Dec
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	June, December
Grayson Branch Library	All Systems	Quarterly PM	Feb, May, Aug, Nov
		Plus two additional filter changes	June, September
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
Dacula Branch Library	All Systems	Quarterly PM	Feb, May, Aug, Nov
		Plus two additional filter changes	June, September
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
Five Forks Branch Library	All Systems	Quarterly PM	Mar, June, Sept, Dec
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	June, December

Hamilton Mill Branch Library	All Systems	Quarterly PM	Feb, May, Aug, Nov
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
	Exhaust Fans	Semi-Annual PM	May, November
	PIU Filter Changes	Annual PM	October
	Air Handler HEPA Filter Changes	Annual PM	February
	Unit/ Wall Heaters	Annual PM	November
Hooper Renwick Library	All Systems	Quarterly	Jan, April, July, Oct
	Condenser and Evaporator Cleaning	Annual	April
	Exhaust Fans	Semi-Annual	Jan, July
	PIU Filter Changes	Annual	October
GA Department of Drivers Services	All Systems	Quarterly PM Plus two additional filter changes	Feb, May, Aug, Nov June, September
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
	Exhaust Fans	Semi Annual PM	May, November
Snellville Tag Office	All Systems	Quarterly PM Plus two additional filter changes	Mar, June, Sept, Dec July, October
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	March, September

<p>Records Management Warehouse</p>	<p>All Systems Coil Cleaning Exhaust Fans</p>	<p>Quarterly Annual Semi-Annual</p>	<p>Feb, May, Aug, Nov May May, November</p>
<p>Former Duluth Library</p>	<p>All Systems Belts Coil Cleaning</p>	<p>Quarterly Semi-Annual Annual</p>	<p>Jan, April, July, Oct April, Oct April</p>
<p>Airport Administration Bldg.</p>	<p>All Systems All belts in Facility (if applicable) Condenser and Evaporator Cleaning Exhaust Fans</p>	<p>Quarterly PM Semi Annual PM Annual PM Semi Annual PM</p>	<p>Feb, May, Aug, Nov May, November May May, November</p>
<p>Airport Tower</p>	<p>All Systems All belts in Facility (if applicable) Condenser and Evaporator Cleaning Exhaust Fans</p>	<p>Quarterly PM Semi Annual PM Annual PM Semi Annual PM</p>	<p>Feb, May, Aug, Nov May, November May May, November</p>
<p>Peachtree Corners Tag Office</p>	<p>All Systems Exhaust Fans</p>	<p>Quarterly PM Semi Annual PM</p>	<p>Jan, April, July, Oct April and October</p>
<p>Gwinnett Entrepreneur Center</p>	<p>All Systems Condenser and Evaporator Cleaning Exhaust Fans</p>	<p>Quarterly PM Annual PM Semi Annual PM</p>	<p>Feb, May, Aug, Nov May May, November</p>

<p>Community Resource Center and Bethany Church Road</p>	<p>All Systems Exhaust Fans VRF Checkout Wall Heaters Coil Cleaning</p>	<p>Quarterly PM Semi Annual PM Semi Annual PM Annual PM Annual PM</p>	<p>Jan, April, July, Oct April, October April, October October April</p>
<p>DOT Barn #1</p>	<p>All Systems All belts in Facility (if applicable) Condenser and Evaporator Cleaning Exhaust Fans Unit Heaters</p>	<p>Semi Annual PM Semi Annual PM Annual PM Semi Annual PM Annual PM</p>	<p>April, October April, October April April, October October</p>
<p>DOT Barn #2</p>	<p>All Systems All belts in Facility (if applicable) Condenser and Evaporator Cleaning Exhaust Fans Unit Heaters</p>	<p>Semi Annual PM Semi Annual PM Annual PM Semi Annual PM Annual PM</p>	<p>April, October April, October April April, October October</p>
<p>DOT Barn #3</p>	<p>All Systems All belts in Facility (if applicable) Condenser and Evaporator Cleaning Exhaust Fans Unit Heaters</p>	<p>Semi Annual PM Semi Annual PM Annual PM Semi Annual PM Annual PM</p>	<p>April, October April, October April April, October October</p>
<p>DOT Barn #5</p>	<p>All Systems All belts in Facility (if applicable) Condenser and Evaporator Cleaning Exhaust Fans Unit Heaters</p>	<p>Semi Annual PM Semi Annual PM Annual PM Semi Annual PM Annual PM</p>	<p>April, October April, October April April, October October</p>

Buford Human Services Center	All Systems	Semi Annual PM	May, November
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
	Exhaust Fans	Semi Annual PM	May, November
Centerville Senior Center	All RTU's	Quarterly PM	Mar, June, Sept, Dec
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	March, September
Gwinnett Senior Services	Split Systems	Semi Annual PM	Jan, July
	All belts in Facility (if applicable)	Semi Annual PM	Jan, July
	Condenser and Evaporator Cleaning	Annual PM	July
	Energy Recovery Units	Quarterly PM	Jan, Mar, July, Oct
Gwinnett Medical Examiner's Office	All Systems	Quarterly PM	Mar, Jun, Sept, Dec
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	March, September
	Unit/Wall Heaters	Annual PM	December

Gwinnett County Comprehensive Correctional Complex	All RTUs	Quarterly PM	Feb, May, Aug, Nov
	RTU Belts	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
	All MUA units	Quarterly PM	Jan, April, July, October
	MUA unit Belts	Semi Annual	April, October
	EF #42 thru EF #45, EF #47 thru EF #50	Semi Annual PM	May, November
	EF #42 thru EF #45, EF #47 thru EF #50 Belts	Semi Annual PM	May, November
	Exhaust Fans Direct Drive	Annual PM	January
Exhaust Fan HEPA and Pre Filters (2) quantity	Annual PM	January	
DOT Maintenance and Supply Facility	Condenser Coil Cleaning	Annual PM	April
Fleet Management Facility	All Systems	Quarterly PM	Feb, May, Aug, Nov
	All belts in Facility (if applicable)	Semi Annual PM	February, August
	Condenser and Evaporator Cleaning	Annual PM	May
	Exhaust Fans	Semi Annual PM	February, August
Connections Corner	All Systems	Annual PM	April
	Condenser and Evaporator Cleaning	Annual PM	April
Gwinnett Central Services	AHU Coil Cleanings	Annual PM	September

Lawrenceville Senior Center	All Systems	Semi Annual PM	March, September
	All belts in Facility (if applicable)	Semi Annual PM	March, September
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	March, September
Norcross Human Services Center	All Systems	Semi Annual PM	March, October
	All belts in Facility (if applicable)	Semi Annual	March, October
	Condenser and Evaporator Cleaning	Annual PM	March
	Exhaust Fans	Semi Annual PM	March, October
Innovation Square	RTU Coil Cleanings Evaporator and Condenser	Annual PM	April
	Split System Coil Cleanings Evaporator and Condenser	Annual PM	April
	PIU Filter Changes	Annual PM	October
Police Headquarters	All Systems	Quarterly PM	Jan, April, July, Oct.
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
	Exhaust Fans	Semi Annual PM	April, October
	Dehumidifier	Quarterly PM	Jan, April, July, Oct
Police Annex and 911 Center	AHU's and Outside Air Unit	Quarterly PM	Jan, April, July and Oct.
	All belts in Facility (if applicable)X	Semi Annual PM	April, October

Police Annex and 911 Center Continued	Condenser and Evaporator Cleaning	Annual PM	April
	AHU 1 Box Filters	Annual PM	April
	PAC Units	Semi-Annual PM	April, October
	Pumps	Annual PM	October
	Exhaust Fan	Semi-Annual PM	April and October
	Humidifier	Annual PM	October
	Unit Heater	Annual PM	October
	PIU Unit Filter Changes	Annual PM	October
	PAC Condensing Unit Coil Cleaning	Semi Annual PM	April, October
Police Bay Creek Precinct	All Systems	Quarterly PM	Feb, May, Aug and Nov
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
	Exhaust Fans	Semi-Annual PM	May, November
Bay Creek 911 Center	Split System	Quarterly PM	Feb, May, Aug and Nov
	All belts in Facility (if applicable)	Semi Annual PM	May, November
	Condenser and Evaporator Cleaning	Annual PM	May
	Computer Room Unit	Quarterly PM	Feb, May, Aug and Nov
Police West Precinct	All Systems	Quarterly PM	Jan, April, July and Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
	Exhaust Fans	Semi-Annual PM	April, October
Police South Precinct	All Systems	Quarterly PM	Jan, April, July and Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October

Police South Precinct Continued	Condenser and Evaporator Cleaning	Annual PM	April
	Exhaust Fans	Semi-Annual PM	April and October
	Unit/Wall Heaters	Annual PM	October
Police North Precinct and North Gwinnett Tag Office (same building)	All Systems	Quarterly PM	Jan, April, July and Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
	Exhaust Fans	Semi-Annual PM	April and October
Police East Precinct	Cooling Tower	Quarterly PM	Jan, April, July and Oct
	Cooling Tower Cleaning	Annual PM	October
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	WSHP Evaporator Cleaning	Annual PM	April
	WSHP	Semi Annual PM	April, October
	Boiler	Annual PM	October
	Pumps	Annual PM	October
	WSHP Filter Change	Quarterly PM	Jan, April, July and Oct
	Split System	Semi Annual PM	April, October
Exhaust Fan	Semi-Annual PM	April, October	
Police Central Precinct	All Systems	Quarterly PM	Jan, April, July and Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
	Exhaust Fans	Semi-Annual PM	April and October

Bill Atkinson Animal Welfare	All Systems and Energy Recovery Units	Quarterly PM	Jan, April, July and Oct
	All belts in Facility (if applicable)	Semi Annual PM	April, October
	Condenser and Evaporator Cleaning	Annual PM	April
	RTU Filter Changes	Monthly PM	Jan thru December
	Return Air Grille Filters (ceiling), and clean grilles.	Bi-Monthly PM	Jan, Mar, May, July, Sept and Nov.
	Electric Duct Heaters (9)	Semi Annual PM	April, October
Police Fleet Maintenance	All Systems	Quarterly	Jan, April, July, Oct
	Infrared Heaters	Annual PM	October
	Coil Cleaning	Annual PM	April
	Exhaust Fans	Semi-Annual PM	April, October
Police Special Operations	All Systems	Quarterly	Jan, April, July, Oct
	Coil Cleaning	Annual	April
	Exhaust Fans	Semi-Annual	April, October
Police Training Complex	All Systems Except AHU #5A, #5B and #7		Jan, April, July and Oct
	All belts in Facility (if applicable)		April, October
	Evaporator Coil Cleaning	Annual PM	April
	Split System Coil Cleaning Evaporator and Condenser	Annual PM	April
	AHU's 5A, #5B and #7 Pre-Filters	Monthly PM	January thru December
	AHU's 5A, #5B and #7 Bag Filters	Semi-Annual	April and October
	AHU's #5A, #5B and #7 HEPA Filters	Annual PM	April
	AHU's #5A, #5B and #7 OA-Filters	Quarterly PM	Jan, Apr, July, Oct
	PIU Filter Changes	Annual PM	November
	Exhaust Fans	Quarterly PM	Jan, April, July, Oct
Boilers	Annual PM	November	
Pumps	Annual PM	October	

Prime Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Brown Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Tribble Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Goshen Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Lanier Mountain Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Tuggle Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Water Park Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Norris Lake Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Crooked Creek Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Fire Station No. 10 Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March
Headquarters Radio Tower	Condenser and Evaporator Coil Cleanings Only	Annual PM	March

XV. Reporting

The Contractor shall prepare and submit to the County a Preventive Maintenance Checklist for each preventive maintenance visit completed. The Preventive Maintenance Checklist must be a comprehensive account of all services performed, to include at a minimum the tasks listed in Section I and II, and must be signed and dated by the responsible technician and a County representative from the facility where the services were performed, if applicable. A legible copy of the completed Checklist must be submitted to the County's Department of Support Services Representative within 24 hours of completion of the services. The failure by the Contractor to submit these Checklists in a timely manner for scheduled preventive maintenance visits may be 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 model and serial number of each piece of equipment serviced on this PM. There shall be one checklist per piece of equipment or system. This checklist is in addition to a completed work order that includes labor hours and materials used. Contractor is responsible for working with Gwinnett County to develop a format and maintain all checklists for the duration of this contract. Contractor must include in Preventative Maintenance Work Summary the actual number of man hours utilized to complete the PM. Contractor must include on each Preventative Maintenance summary a list of all materials used and installed during that PM. This is to ensure that all filters, belts, etc, are serviced and replaced on this PM. All work performed on site as part of this PM shall be documented in a computerized device and generate a digital notification to the designated Gwinnett 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 and inform the Gwinnett County Representative that the work is complete. This does not relieve contractor of providing the digital notification of work complete. A MONTHLY REPORT shall be supplied to the Gwinnett County representative as a summary of all preventative maintenance tasks completed and will include any notes that the technician has included.

This report shall be capable of attaching to an email. This will allow Gwinnett County to have records of possible equipment issues that need to be addressed with the ANNUAL BUDGET. This format must also be approved by the County prior to start of services under this Agreement.

Also, as part of this contract, Awarded contractor must provide a Preventive Maintenance plan that aligns with their organization, that will show the following:

- List of all facilities included in this contract
- Detailed man hours planned for each task, and each occurrence
- Show totals for each type, along with grand total of hours Anticipated for preventive maintenance program.

Police Training and Firing Range Facility. This facility undergoes Annual and Quarterly inspections due to the type of facility. Contractor shall submit a maintenance plan and checklist in an approved format to the Gwinnett County Representative. Contractor shall create a file for on site where the documentation of all PM's and checklists will be stored and available for inspection representative to review. In addition, this facility requires completion of specific static pressure readings and differential pressure across filters. A chart is in place for these readings to be documented.

XVI. Invoicing

Invoices for services under the Preventive Maintenance Program shall be submitted by the Contractor directly to the Gwinnett County Department of Financial Services, Treasury Division, 75 Langley Drive, Lawrenceville, GA 30046. Invoices must include the Purchase Order Number assigned to this Contract; and must list each facility and the monthly cost for services. These are submitted on a monthly basis. A copy of the Invoice shall also be emailed to a Gwinnett County Support Services Fiscal Management representative. This information will be released upon award of contract. Each month, contractor will submit an invoice, for review, to the Gwinnett County representative. Once approved, the contractor will be authorized to send in invoice to multiple emails for processing. If invoice is not correct, contractor 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 its 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 contractor can invoice for those services on the following monthly invoice.

XVII. Service Call Repair on Time and Material Basis

A. Basic Scope

The Contractor shall provide HVAC system repair services on as needed basis in response to service calls. The Contractor shall be available on a 24 hour/7day per week basis, and shall respond to service requirements at all facilities listed in Section XIX, Service Locations. The Contractor shall provide all of the transportation, equipment, labor, parts and materials needed to complete necessary repairs due to service calls.

B. Service Requests

The Contractor shall provide these Time and Material services in response to specific service requests made by the Department of Support Services Representative or designees of this representative. Prior to the start of services under this Agreement the Support Services Representative shall provide the Contractor a list of what other personnel may submit a service request to the Contractor. Service requests will be submitted by telephone or email.

C. Response Time

The Contractor shall respond to all emergency service requests within two (2) hours. An emergency service request shall be any service request in which an HVAC system or a significant part of said system is out of service or malfunctioning to the point that adequate heating or cooling cannot be provided to the facility. This response time is a critical requirement of the Agreement, and the Contractor's failure to consistently adhere to this requirement may be considered non-performance.

D. Basis of Compensation

Compensation to the Contractor for service call responses will be based on the hourly labor rates provided in the bid for the Contract, the actual cost of parts plus a percentage markup indicated in the same bid (but not to exceed 15%), and a fixed trip charge when applicable. Hours shall be calculated daily from the time the Contractor's personnel arrives at a service location until the personnel leaves the site. Travel time to and from the location will not be compensated, and travel time away from the service location will not be compensated on an hourly basis. However, one Service Call Charge of a fixed amount may be added to a service call to cover all travel time, including time away from the service site to pick up parts or materials. Overtime labor rates may be charged for time outside of the "normal hours" specified in the bid. Parts must be itemized and billed at actual cost plus the pre-determined markup. The Contractor also agrees that it will provide documentation of costs for parts and materials upon request of the County. This is accomplished by attaching the itemized invoice. Sub-contractor services when authorized by the County shall be billed at cost plus the same mark-up utilized for parts and materials. Sub-contractor costs must be documented.

As part of this contract, there are items that will not be accepted as billable. Included in these costs are administration, supervision, equipment and tools necessary to perform the services, including environmental charges (unless an invoice is provided from vendor to recycle or turn in used refrigerant), rags, hand cleaners, typical lubricants, hand tools, step ladders up to 10' tall, extension ladders up to 30', wet dry vacuums, torches if applicable, drills, ladders, vacuum pumps, sludge sucker kit usage, nitrogen, drain line cleaning agents or tools such as CO2, test instruments, etc. However, items that are acceptable include welding machines, man lifts, specialty ladders that are not typical to service vehicle. If refrigerant is used, Gwinnett County reserves the right to be billed for a full container or by the pound, whichever is the most efficient. For example: technician repairs leak and adds 15lb of refrigerant. If the per lb cost is \$45 and the cost of a new drum from supplier is \$320, then the County is subject to be billed for \$320 plus mark up, and the remaining 10 to 20lb of refrigerant in drum must be turned into Gwinnett County. In addition, if drill bits, gloves, hole saws, Sawzall blades, dust masks, etc. are purchased for a repair, these are considered consumables or tools and are not subject to billing. If a specialty item is needed outside the normal list of repair and installation standards, then purchase of such item must be pre-approved and turned over to Gwinnett County at time of completion of task. Truck stock items are acceptable, however, charge for such items must be in line with customary pricing at vendor, including mark up. Internal company tool rental pricing is acceptable, however these charges must also be in line with or less than equipment/tool rental companies.

E. Limitation on Utilization of Personnel

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

F. Service Call Charges

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

G. Repairs in Excess of \$2,500/Equipment Replacements

If the Contractor expects a repair to exceed \$2,500.00, the technician or another Contractor representative shall contact the Support Services Representative prior to initiating the repair and shall provide a written estimate of the repair costs. This estimate shall include a detailed listing of expected labor costs by personnel classification, rate and hours; an itemized description of required parts and their costs; and a schedule for when the work can be performed. This estimate must be approved in writing by the Support Services Representative, and must be retained and submitted by the Contractor to the County with the final Contractor Service Report.

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

H. Special Projects on an On-Call Basis

The County may on occasion require that the Contractor participate in a pre-planned HVAC project on one of the facilities designated within this procurement. In such cases, the Support Services Representative will provide a scope of services for said project and solicit a written cost estimate and schedule from the Contractor. The Contractor shall prepare its estimate based on the unit costs and other terms of the Agreement and will perform the services as authorized by the County. The Contractor shall maintain all records for labor and parts costs so that it can bill in accordance with the terms of the Agreement. This means that the resulting invoice shall include an itemization of all labor, and a similar breakdown for materials and equipment with the approved mark-up applied. For projects requiring multiple days and multiple employees, copies of employee timesheets will be required. The County has no projection of the number and magnitude of such project level work, and will only solicit such work from the Contractor if it is in its best interest in terms of schedule, convenience and reliability.

I. Sub-Contractors

The Contractor shall be prepared to perform all of the services called for under this contract with its own staff and its bid should reflect this approach. The County on occasion, may require the Contractor to utilize specialty sub-contractors for controls, insulation or other work elements that are beyond the scope of service indicated in this solicitation. In such cases, the Support Services Representative shall approve such sub-contractors before they are utilized. Sub-contractor expenses shall be billed as "reimbursables" at the documented actual costs plus the Contractor's pre-determined mark-up for parts/materials.

J. Service Report Requirements and Invoicing

In a case where multiple technicians are needed to perform a task or complete a work order, in addition to the employee name and hours listed, it must also include what that technician's role was in completing the work. Each completed service call shall be documented by a Contractor Service Report. The Service Report must be signed by the technician who provided the services or repairs and by a representative from the facility where the work was completed. The Service Report shall be in a format acceptable to and approved by the County's Support Services Representative, and must provide comprehensive information. The service report shall include at a minimum and must match the invoice that goes with the service.

- A service report tracking number
- Location of Services – Facility Name/Address
- Personnel utilized and hours of service for each day, if multiple
- If multiple staff is utilized, specify hours for each and specific tasks for each
- All items addressed and materials used
- Description of equipment serviced, Unit description, and equipment number
- Makes and model numbers and serial numbers of each piece of equipment
- Photos of issue before resolved and after resolved. Contractor can choose to have a link in work order that goes to a site to prevent large documents in email.

If the Invoice does not include the information provided below, the service will be determined incomplete and is not applicable for processing for payment. The Invoice shall include, at a minimum, the following information:

- Bid BL Number
- County Purchase Order Number
- A Service Report Tracking Number
- Location of Services – Facility Name/Address
- Personnel Utilized and Hours of Service
- Calculation of Personnel Cost
- Parts & Materials Utilized/Costs/Markup Trip Charge (If Applicable)
- Total Cost of Service
- Description of Equipment Serviced – County Unit Descriptions and numbers, Make, Model and Serial Numbers.
- Description of Services or repairs performed per site visit and/or per day per employee

The successful contractor will be required to submit the Service Reports within 24 hours of the completion of the services (some exceptions may be made to this requirement for large scale equipment replacements and special project work.) to an email address assigned to this contract. The Support Services Representative will review the Service Reports and let the Contractor know within 5 calendar days if there are questions or concerns regarding the services or costs.

The Contractor shall invoice the County for its services only after there is confirmation that

the information provided is acceptable to the County. No questions or no directions to modify the costs on the Service Report shall be taken as confirmation. If changes are required by the County, the final invoice should reflect those modifications. The Contractor shall submit its invoices to the Gwinnett County Department of Financial Services, Treasury Division, 75 Langley Drive, Lawrenceville, Georgia 30046. Invoices shall include the applicable Purchase Order Number and the Service Report Tracking Number, and shall be formatted according to terms and rates in the Bid Schedule. The labor and materials listed on the invoice and Service Report shall correspond, and the Service Report should be attached to the invoice. It is very important that this referenced information be complete and correct. Contractor's failure to present thorough and correct information will confuse and slow the payment process.

XVIII. Performance Standards and Quality Assurance

A. Manufacturers' Standards

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

NOTE: All refrigeration circuit repairs that include compressor replacement, drier replacement, or any component will require a vacuum test with a properly calibrated micron gauge. The levels of vacuum should always be below 1000 microns and should attempt the level of 500 microns. For each repair or new installation, the service ticket and invoice shall reflect the micron level achieved in each repair. This will assure Gwinnett County that each repair is handled properly.

B. Parts

Repair parts or components shall conform to the manufacturers' and industry's standards. Parts or components furnished by the Contractor shall be new, free of defects, and suitable for intended services. Parts must be replaced with comparable parts (i.e. 1/3 HP motor must be replaced with 1/3 HP motor) and must enable the unit to function at the same or an enhanced level. The Contractor shall be responsible for proper removal and disposal of old components and equipment. Replacement of parts and equipment will be subject to the Support Services Representative's approval, and the Representative may review field work and audit associated invoices at any time.

C. Protection, Cleaning and Restoration of Work Sites

Contractor shall keep work sites clean and free of debris. When providing services, Contractor shall maintain a level of cleanliness and neatness needed for proper execution of the work. Contractor shall keep newly installed work clean and protect it from damage. When services are complete, Contractor shall clean the work site, in all areas disturbed by its activities, of rubbish, waste material and litter; remove all tools, equipment and surplus materials from the site, and remove any temporary protection and facilities installed during its services. Any surfaces and/or finishes that are damaged by Contractor's work shall be patched, repaired and repainted to match surrounding area. Contractor also shall take precautions to protect trees, shrubbery, and sod at its service locations. Where such items are inadvertently destroyed or damaged, Contractor shall replace or restore at its cost.

D. Waste/Refrigerant Disposal

Contractor shall dispose of all waste promptly and shall comply with government regulations and legal requirements in doing so. Contractor shall not dispose of volatile wastes such as cleaning compounds, primers and solvents; in storm or sanitary drains, on pavements or in gutters, or in a manner that will contaminate soils or be harmful to plant

life at the service location. The Contractor shall be responsible for proper disposal of all HVAC system parts, materials and equipment removed during its services. The Contractor also shall be responsible for the proper removal and disposal of HVAC refrigerants according to the latest EPA regulations. Contractor shall maintain documentation showing that all of its service personnel are properly trained and certified in the latest techniques for waste/refrigerant removal and disposal. Where special removal is required of hazardous materials or other items, Contractor shall package items in clearly marked and sealed hazardous waste bags, provided by contractor and must be removed in a reasonable fashion or within 3 working days.

E. Safety Precautions and Requirements

- a. Contractor shall take precautions to prevent fires. Contractor shall store flammable materials in non-combustible containers and store away from fire sources. Contractors shall remove flammable waste regularly from the work site. Contractor shall also carefully supervise any operation that could be a potential fire source such as cutting and welding.
- b. Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall provide barricades and signs as required to protect Contractor's personnel, County employees and the public from hazards and to inform them thereof. Barricades and warning signs shall comply with OSHA safety regulations.
- c. Contractor shall provide and require use of safety equipment, clothing and accessories as required by its work activities and safety regulations. NOTE: As a safety precaution, Gwinnett County requires any contractors performing work furnish their own tools and ladders. Gwinnett County maintains a ladder inventory for numerous facilities, but they are for County employees use only.
- d. **Police Training Firing Range** : All personnel entering AHU #5a, #5b or #7 for any reason shall wear Personal Protective Equipment (PPE) appropriate for entry into spaces with lead dust content. All of the Safety Precautions and Requirements listed in this section apply to Filter changes and removal from these specific systems. Contractor may supply a storage cabinet on site for PPE and various supplies.

F. Warranties

The Contractor shall warrant against failure of all materials and workmanship associated with its work for one (1) year after the date of acceptance of such work. The contractor shall also warranty the labor to replace or repair for such equipment, parts or materials for (1) year after the date of acceptance for such work. Example: Contractor replaces a motor, thermostat, fan, or any other type of part that comes with a one year or more manufacturer's warranty. All travel, materials, and labor, will be covered at no charge. The Contractor shall correct such work promptly, at no cost to Gwinnett County, after receipt of written notice from the County to do so. Maximum response time for initiation of repairs during the warranty period shall be 48 hours.

Contractor shall provide to the Support Services Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide this warranty information with its Service Report whenever applicable.

G. County's Representative

In administration of the services under this contract, the County will be represented by Facilities Management HVAC Service Supervisor with the Department of Support Services, who is referenced herein as the Support Services Representative. The role and primary responsibilities of the Support Services Representative are noted in the previous

sections through descriptions of his relationship to the Contractor. The Support Services Representative may designate other personnel to provide certain directions or decisions. Also, in this person's absence, responsibility falls to the: Mechanical Electrical and Plumbing (MEP) Manager or Operations & Maintenance Division Director.

H. Security and Building Access

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

1. A copy of the Department of Homeland Security I-9, Employment Eligibility Verification for the person for whom authorization is sought. This form shall be the form submitted by the employee at the start of his or her employment with the firm.
2. Copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form I instructions regarding Employment Eligibility Verification.
3. (If Applicable) A copy of an E-Verify Program form for the person for whom authorization is requested. This form must have the notation "Resolved/Authorized" in the Resolution Section. This requirement applies to employees hired since January 1, 2008.
4. A signed County Consent Form authorizing the County to run a criminal history and driver history check on the person for whom authorization is requested. A copy of the Consent form has been attached.

If these materials are not provided in full, the Contractor will be notified that the subject employee cannot be considered. If the review of information indicates fraudulent documents, criminal history or **any** cases pending in the Gwinnett County Court system, the subject employee also will be rejected.

For all employees who provide complete documentation and receive security clearance, the County will provide authorization to work under the contract and will issue County Identification/Access Cards with photographic images. The employees must wear the Identification/Access Cards whenever providing services on County property. The Contractor shall insure that Identification/ Access Cards are returned to the County when individuals leave the company's employ, and when the Contractor's services end.

XIX. SERVICE LOCATIONS

The COUNTY reserves the right to add or delete facilities and/or services to be performed throughout the life of the contract. Such action will be done in writing by an authorized Gwinnett County representative. The contractor will be provided with the scope of service and the specifications of equipment to be serviced, so the successful contractor can submit pricing prior to addition of said services.

SUPPORT SERVICES BUILDINGS

Gwinnett Community Resource Center at Sawnee Avenue 2755 Sawnee Avenue Buford, GA 30518	Gwinnett Senior Services Center 567 Swanson Drive Lawrenceville, GA 30043
Gwinnett Medical Examiners 320 Hurricane Shoals Road Lawrenceville, GA 30046	Fleet Management Facility 620 Swanson Drive Lawrenceville, GA 30043
GA Dept. of Drivers Services 310 Hurricane Shoals Road Lawrenceville, GA 30045	Gwinnett County Airport Admin Bldg. 600 Briscoe Blvd. Lawrenceville, GA 30046
DOT District 1 Maint. Barn 2992 Bart Johnson Road Buford, GA 30519	Gwinnett County Airport Tower 590 Briscoe Blvd. Lawrenceville, GA 30046
DOT District 2 Maint. Barn 4181 Abbots Bridge Road Duluth, GA 30097	Connections Corner 750 South Perry Street Lawrenceville, GA 30046
DOT District 3 Maint. Barn 425 Hoke O'Kelley Mill Rd., SE Loganville, GA 30052	Centerville Senior Center 3075 Bethany Church Road Snellville, GA 30339
DOT District 5 Maint. Barn 4115 Arcadia Ind. Circle Lilburn, GA 30047	Gwinnett Traffic Court and Juvenile Justice 115 Stone Mountain Street Lawrenceville, GA 30046
Lawrenceville Senior Center 225 Benson Street Lawrenceville, GA 30046	Gwinnett County Central Services Bldg. 455 Grayson Highway Lawrenceville, GA 30046
Gwinnett Community Resource Center at Georgia Belle Court 5030 Georgia Belle Court Norcross, GA 30093	Peachtree Corners Tag Office (Rental) 6135 Peachtree Parkway Suite 201-B Peachtree Corners, GA 30092
Snellville Tag Office 2845 Lenora Church Road Snellville, GA 30078	Senior Information Building 186 East Pike Street Lawrenceville, GA 30046
Innovation Square 446 West Crogan Street Lawrenceville, GA 30046	Gwinnett Justice and Administration Center 75 Langley Drive Lawrenceville, GA 30046
DOT Maintenance and Supply Facility 620 Winder Highway Lawrenceville, GA 30045	Comprehensive Correctional Complex 750 Hi Hope Road Lawrenceville, GA 30043
Gwinnett Community Resource Center at Bethany Church Road 3025 Bethany Church Road Snellville, GA 30039	Bill Atkinson Animal Welfare Center 884 Winder Hwy Lawrenceville, GA 30045
Records Management Warehouse 1050 Grayson Highway Lawrenceville, GA 30046	Former Duluth Library 3480 Duluth Park Lane Duluth, GA 30096-3257

POLICE BUILDINGS

Police Headquarters 770 Hi Hope Road Lawrenceville, GA 30043	"Brown" Radio Tower 1850 N. Brown Road Lawrenceville, GA 30043-8120
Police Annex and 911 Center 800 Hi Hope Road Lawrenceville, GA 30043	"Tribble" Radio Tower 2568 Chandler Road, SE Grayson, GA 30045
Police Bay Creek Precinct 185 Ozora Road Loganville, GA 30052	Bay Creek 911 Center 185 Ozora Road Loganville, GA 30052
Police West Precinct 6160 Crescent Drive Norcross, GA 30071	"Goshen" Radio Tower 5878 Goshen Springs Road Norcross, GA 30071-3509
Police South Precinct 2180 Stone Drive (Off Hwy. 78) Lilburn, GA 30047	"Lanier Mountain" Radio Tower 2286 Highpoint Road Snellville, GA 30078-3144
Police North Precinct and North Tag 2735 Mall of Georgia Boulevard Buford, GA 30518	"Tuggle" Radio Tower 3800 Tuggle Road Buford, GA 30519-4039
Police East Precinct 2273 Alcovy Road Dacula, GA 30019	"Water Park" Radio Tower 2601 Buford Dam Road Buford, GA 30518-2040
Police Central Precinct 3125 Satellite Blvd. Duluth, GA 30096	"Norris Lake" Radio Tower 4663 Anderson Livsey Lane Snellville, GA 30039-2706
Police Fleet Maintenance 770 Hi Hope Road Lawrenceville, GA 30043	"Crooked Creek" Radio Tower 6556 Plant Drive Norcross, GA 30092-2234
Police Training Complex 854 Winder Highway Lawrenceville, GA 30045	"Fire Station No. 10" Radio Tower 3680 Old Atlanta Rd Suwanee, GA 30024-1172
"Prime" Radio Tower 374 Hickory Drive Lawrenceville, GA 30046	"Headquarters" Radio Tower 770 Hi Hope Road Lawrenceville, GA 30043-4540
Police Special Operations Center 854 Winder Highway Lawrenceville, GA 30045	

LIBRARIES

Buford & Sugar Hill Branch Library 2100 Buford Hwy. Buford, GA 30518	Centerville Branch Library and Community Center 3025 Bethany Church Road Snellville, GA 30039-6109
Collins Hill Branch Library 455 Camp Perrin Road Lawrenceville, GA 30043	Duluth Branch Library 3180 Main Street Duluth, GA 30096
Five Forks Branch Library 2780 Five Forks Trickum Road Lawrenceville, GA 30044	Lawrenceville Branch Library and Headquarters 1001 Lawrenceville Hwy. Lawrenceville, GA 30046
Lilburn Branch Library & Lilburn City Hall 4817 Church Street Lilburn, GA 30047	Mountain Park Branch Library 1210 Pounds Road SW Lilburn, GA 30047-6744
Norcross Branch Library 6025 Buford Hwy. Norcross, GA 30071	Peachtree Corners Branch Library 5570 Spalding Drive Norcross, GA 30092-2501
Elizabeth Williams (Snellville) Branch Library 2245 Wisteria Dr SW Snellville, GA 30078	Suwanee Branch Library 361 Main Street Suwanee, GA 30024
Dacula Branch Library 265 Dacula Road Dacula, GA 30019	Grayson Branch Library 700 Grayson Parkway Grayson, GA 30017
Hamilton Mill Library 3690 Braselton Highway Dacula, GA 30019	Hooper Renwick Themed Library 56 Neal Blvd Lawrenceville, GA 30046

III. OTHER BID REQUIREMENTS**A. Contractor Qualifications**

The capabilities of the Contractor to provide services thoroughly and consistently for both scopes are critical to the County. The Contractor must be able to provide all of the services required with its own forces and supervision. No sub-contracts of services will be allowed unless it is authorized by the County for a project or because of special needs (see section XVII.I. for further details). **To assist the County in assessing the Contractors capability to perform these services the Bidder shall submit with its Bid following information:**

1. Short company history which includes the number of years in service and if it operated under a different name.
2. If the company is a LLC, provide a list of all of the name and address of the principals of the company.
3. Business or work plan detailing staffing capabilities, equipment and how the company will provide the services set forth in this solicitation. Staffing plan should indicate the service manager and field personnel, the job classifications and years of experience.
4. Number of HVAC service personnel by job classification/title dedicated to this account alone.
5. Number of service vehicles.
6. Dispatch procedures.

B. Contractor References

The successful Contractor must have demonstrated successful performance with services of similar scope, both in number/size of facilities and types of services. Thus, Bidders are required to submit a minimum of five (5) references for HVAC maintenance and repair services. All references must be for service contracts that are either current or were held within the past three (3) years. Reference information should include a brief description of the scope of services (number and sizes of buildings; nature of services: on-call, preventive maintenance, comprehensive, etc.; number of year's contract held; etc.)

C. Insurance Requirements

Successful Contractor will be required to submit a "Certificate of Insurance" per the attached Vendor Insurance Requirements, and will be required to maintain this level of insurance coverage for the duration of the contract.

D. Award

This contract will be awarded to the lowest responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in the best interest of the County.

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BID SCHEDULE

The Bidder has carefully examined and fully understands the Scope of Service, the Equipment Inventory List and all of the other elements of the Bidding Documents which are attached hereto. The bidder has also made a personal examination of the sites of the proposed services, has agreed to the legal requirements, and other conditions affecting the performance and cost of the services. The bidder acknowledges the actual conditions and requirements of the service, and hereby proposes and agrees that if his bid is accepted, he will furnish all labor, materials and services required for the HVAC Maintenance Services, defined in the above mentioned solicitation.

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
Section A – Pricing for Annual Program of Preventive Maintenance						
LIBRARIES						
1.	Collins Hill Branch Library	All Systems PM	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Monthly Filter Change	Monthly	12	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
2.	Lawrenceville Branch Library and Headquarters	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Liebert PM	Quarterly	4	\$	\$
3.	Peachtree Corners Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
4.	Duluth Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Water Source Heat Pump	Annual	1	\$	\$
		Pumps	Annual	1	\$	\$
		Boiler	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heater	Annual	1	\$	\$
5.	Norcross Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heater	Annual	1	\$	\$
6.	Buford Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
7.	Suwanee Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Water Source Heat Pump	Annual	1	\$	\$
		Pumps	Annual	1	\$	\$
		Boiler	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
8.	Mountain Park Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$
9.	Lilburn Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
10.	Elizabeth Williams (Snellville) Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
11.	Hooper Renwick Library	All Systems	Quarterly	4	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		PIU Filters	Annual	1	\$	\$
		Exhaust Fans	Semi-Annual	2	\$	\$
12.	Centerville Branch Library and Community Center	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
13.	Grayson Branch Library	All Systems	Quarterly	4	\$	\$
		Additional Filter Change	Twice	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
14.	Dacula Branch Library	All Systems	Quarterly	4	\$	\$
		Additional Filter Change	Twice	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
15.	Five Forks Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$
16.	Hamilton Mill Branch Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		PIU Filters	Annual	1	\$	\$
		Box Filters	Annual	1	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
GENERAL BUILDINGS						
17.	Gwinnett Community Resource Center at Bethany Church Road	All Systems	Quarterly	4	\$	\$
		VRF Check	Semi-Annual	2	\$	\$
		Exhaust Fans	Semi-Annual	2	\$	\$
		Wall Heaters	Annual	1	\$	\$
		Coil Cleaning	Annual	1	\$	\$
18.	GA Department of Drivers Services	All Systems	Quarterly	4	\$	\$
		Additional Filter Change	Twice	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
19.	Snellville Tag Office	All Systems	Quarterly	4	\$	\$
		Additional Filter Change	Twice	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
20.	Records Management Warehouse	All Systems	Quarterly	4	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi-Annual	2	\$	\$
21.	Airport Administration Building	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
22.	Airport Tower	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
23.	Peachtree Corners Tag Office	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
24.	DOT Barn #1	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit Heaters	Annual	1	\$	\$
25.	DOT Barn #2	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit Heaters	Annual	1	\$	\$
26.	Dot Barn #3	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit Heaters	Annual	1	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
27.	DOT Barn #5	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit Heaters	Annual	1	\$	\$
28.	Gwinnett Community Resource Center at Sawnee Avenue	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
29.	Centerville Senior Center	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
30.	Former Duluth Library	All Systems	Quarterly	4	\$	\$
		Belts	Semi-Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
31.	Gwinnett Senior Services Center	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		ERU	Quarterly	4	\$	\$
32.	Gwinnett Medical Examiner's Office	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
33.	Gwinnett Medical Examiner's Office	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$
34.	Gwinnett County Comprehensive Correction Complex	All Systems	Quarterly	4	\$	\$
		RTU Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Make Up Air Units	Quarterly	4	\$	\$
		Make Up Air Belts	Semi Annual	2	\$	\$
		EF 42 thru 45 and EF 47 thru 50	Semi Annual	2	\$	\$
		Exhaust Fan HEPA Filters and Pre - Filters	Annual	1	\$	\$
		Exhaust Fan Direct Drive	Annual	1	\$	\$
35.	Gwinnett Entrepreneur Center	All Systems	Quarterly	4	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
36.	DOT Maintenance and Supply Facility	Coil Cleaning	Annual	1	\$	\$
37.	Fleet Management Facility	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
38.	Connections Corner	All Systems	Annual	1	\$	\$
		Coil Cleaning	Annual	1	\$	\$
39.	Lawrenceville Senior Center	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
40.	Gwinnett Community Resource Center at Georgia Belle Court	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		PIU Filters	Annual	1	\$	\$
41.	Innovation Square	RTU Coil Cleaning	Annual	1	\$	\$
		Split System Coil Cleaning	Annual	1	\$	\$
42.	Bill Atkinson Animal Welfare Center	All Systems and ERU's	Quarterly	4	\$	\$
		RTU Monthly Filter Change	Monthly	12	\$	\$
		Return Air Grille Filters	Bi-Monthly	6	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Electric Duct Heaters	Semi Annual	2	\$	\$

Company Name _____

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BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
43.	Gwinnett Community Resource Center at Georgia Belle Court	All Systems	Semi Annual	2	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		PIU Filters	Annual	1	\$	\$
44.	Innovation Square	RTU Coil Cleaning	Annual	1	\$	\$
		Split System Coil Cleaning	Annual	1	\$	\$
45.	Bill Atkinson Animal Welfare Center	All Systems and ERU's	Quarterly	4	\$	\$
		RTU Monthly Filter Change	Monthly	12	\$	\$
		Return Air Grille Filters	Bi-Monthly	6	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Electric Duct Heaters	Semi Annual	2	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
POLICE FACILITIES						
46.	Police Headquarters	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Dehumidifiers	Quarterly	4	\$	\$
47.	Police Annex and 911 Center	AHU's and Outside Air Unit	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		AHU 1 Box Filters	Annual	1	\$	\$
		PAC Unit	Semi Annual	2	\$	\$
		Pumps	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Humidifier	Annual	1	\$	\$
		Unit Heaters	Annual	1	\$	\$
		PAC Filters	Annual	1	\$	\$
		PAC Condenser Coil Cleaning	Semi Annual	2	\$	\$
		PIU Filters	Annual	1	\$	\$
48.	Police Hanger	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit Heaters	Annual	1	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
49.	Police Special Operations	All Systems	Quarterly	4	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi-Annual	2	\$	\$
50.	Police Bay Creek Precinct	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
51.	Police Bay Creek 911 Center	Split System	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Liebert Split System	Quarterly	4	\$	\$
52.	Police West Precinct	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
53.	Police South Precinct	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$
54.	Police North Precinct and North Gwinnett Tag Office (Same Building)	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
55.	Police West Precinct	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
56.	Police South Precinct	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$
57.	Police North Precinct and North Gwinnett Tag Office (Same Building)	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
		Unit/Wall Heaters	Annual	1	\$	\$
58.	Police East Precinct	Cooling Tower	Quarterly	4	\$	\$
		Cooling Tower Cleaning	Annual	1	\$	\$
		Belts	Semi Annual	2	\$	\$
		WSHP Evaporator Cleaning	Annual	1	\$	\$
		WSHP	Semi Annual	2	\$	\$
		Boiler	Annual	1	\$	\$
		Pumps	Annual	1	\$	\$
		WSHP Filter	Quarterly	4	\$	\$
		Split System	Semi Annual	2	\$	\$
		Exhaust Fan	Semi Annual	2	\$	\$

Company Name _____

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

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
59.	Police Central Precinct	All Systems	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
60.	Police Fleet Maintenance	All Systems	Quarterly	4	\$	\$
		Heaters	Annual	1	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Exhaust Fans	Semi Annual	2	\$	\$
61.	Police Training Complex	All Systems (Except #5A, #5B and #7)	Quarterly	4	\$	\$
		Belts	Semi Annual	2	\$	\$
		Coil Cleaning	Annual	1	\$	\$
		Split System Coil Cleaning	Annual	1	\$	\$
		#5A, #5B and #7 Pre - Filters	Monthly	12	\$	\$
		#5A, #5B and #7 Bag Filters	Semi Annual	2	\$	\$
		#5A, #5B and #7 OA Filters	Quarterly	4	\$	\$
		PIU Filter Changes	Annual	1	\$	\$
		Exhaust Fans	Quarterly	4	\$	\$
		Boilers	Annual	1	\$	\$
Pumps	Annual	1	\$	\$		

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
62.	Prime Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
63.	Brown Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
64.	Tribble Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
65.	Goshen Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
66.	Lanier Mountain Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
67.	Tuggle Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
68.	Water Park Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
69.	Norris Lake Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
70.	Crooked Creek Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Locations	P.M. Type	Frequency	Quantity	Cost (Each)	Annual Charge
71.	Fire Station No. 10 Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$
72.	Headquarters Radio Tower	Condenser and Evaporator Coil Cleaning only	Annual	1	\$	\$

Section A Total: \$

Section B – Service Call Repair On Time and Material Basis

Item #	Service Classification	Approx QTY	Hourly Rate	Total
1.	Technician – Repair during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	850	\$	\$
2.	Technician – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	110	\$	\$
3.	Helper – Repair during normal hours, Monday – Friday, 8:00 AM to 5:00 PM	51	\$	\$
4.	Helper – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	24	\$	\$
5.	State Service Call Charge (Flat Fee)	200	\$	\$
6.	Mechanic - Ductwork Installer during normal hours, Monday – Friday, 8:00a.m. to 5:00 p.m.	428	\$	\$
7.	Mechanic – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	40	\$	\$
8.	Helper – Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	224	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

Item #	Service Classification	Approx QTY	Hourly Rate	Total
9.	Helper – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	40	\$	\$
10.	State percentage of mark up above cost for repair parts (Not to Exceed 25% on items 0-\$500.00)	\$65,000	\$	\$
11.	State percentage of mark up above cost for repair parts (Not to Exceed 20% on items \$501.00-\$2,000.00)	\$36,000	\$	\$
12.	State percentage of mark up above cost for repair parts (Not to Exceed 15% on items \$2,000.00 or more)	\$64,000	\$	\$
Section B Total:				\$
Bid Grand Total (Sections A and B):				\$

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

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

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

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

Company Name _____

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

BID SCHEDULE CONTINUED

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

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail Address _____

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

Telephone Number _____ Fax Number _____ E-mail Address _____

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

References

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

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

COMPANY NAME _____



Insurance:

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor’s/vendor’s Certificates of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification, or non-renewal of any insurance policy listed on the certificate(s). Upon request, the County will be provided certified copies of all required insurance policies.

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.
- Primary and Non-Contributory Endorsement to be specified in writing
- 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
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker's Compensation & Employer's Liability Coverage to include:

Workers Compensation Employers Liability	Georgia State Statutory Limits
Bodily Injury by Accident – Each Accident	\$ 500,000
Bodily Injury by Disease – Policy Limit	\$ 500,000
Bodily Injury by Disease – Each Employee	\$ 500,000

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (higher limits may be required depending on the extent of contract):

Contract Sums:

Contracts up to \$999,999 Each Occurrence and Aggregate Limit	\$1,000,000
Contracts from \$1,000,000 to \$1,999,999 Each Occurrence and Aggregate Limit	\$3,000,000
Contracts from \$2,000,000 to \$4,999,999 Each Occurrence and Aggregate Limit	\$5,000,000
Contracts Over \$5,000,000 Each Occurrence and Aggregate Limit	\$10,000,000

- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.
- Evidence of coverage in the form of a Certificate of Insurance shall be provided to the County prior to start of work.
- Gwinnett County Board of Commissioners shall be Additional Insureds.
- Contractor shall be liable for money, securities, or other property of the County.
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Cyber Liability Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive data (including but not limited to personally identifiable, health, or payment card data) or the related hosting of database(s) or internet site(s):

Limit of Insurance per Claim	\$1,000,000
Aggregate Limit	\$1,000,000

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Property Insurance:

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of the Contractor's

work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of, Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
- If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
- The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.

- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.
- C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
- D. Certificate Holder should read:
- Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County 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-7 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non- admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non- resident.
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.
- H. 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 compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is primary over any insurance program carried by the County.
- J. 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. The Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

- K. 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 a 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.
- L. The Contractor and its insurer(s) 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.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is 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.
- N. The Contractor shall make available to the County, through its records or the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. 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.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.



CODE OF ETHICS AFFIDAVIT

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

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

1. _____
Company Submitting Bid/Proposal

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

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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 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____

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

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).

SECTION 00900

SECURITY PRECAUTIONS AND REQUIREMENTS

PART 1- REQUIREMENTS

1. The successful contractor shall execute and provide a Gwinnett County Government Consent Form for each employee and subcontractor to be working on site. A criminal history will be run and approved prior to contractor's employees / subcontractors permitted on site. Once approved, said employees / subcontractors will be issued a contractor ID badge and this badge must be visibly worn at all times.

PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

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

I, _____ hereby authorize the
(Print Name)

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

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

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

Signature of applicant as usually written

Date

GWINNETT COUNTY GOVERNMENT
Consent Form Supplement

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

Last Name _____ First Name _____

Middle Name _____ Sex _____ Race _____

Social Security Number _____ Date of Birth _____

List any nicknames, maiden names and other names you have used _____

Current Address _____

Current Telephone Number _____

List previous addresses for last five years:

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

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

_____ Yes _____ No

If yes, provide details _____

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 _____



Sheriff's Office

2900 University Parkway
Lawrenceville, GA
(770) 619-6500 Fax (770) 822-3115

Cleophas Atwater
Chief Deputy

Keybo Taylor, Sheriff

GEORGIA CRIME INFORMATION CENTER AWARENESS STATEMENT

Access to Criminal Justice Information (CJI), as defined in Georgia Crime Information Center (GCIC) Council Rule 140-1-.02 (amended), and dissemination of such information is governed by state and federal laws and the Rules of the GCIC Council. CJI cannot be accessed or disseminated by any personnel except as directed by superiors and as authorized by approved standard operating procedures. These standard operating procedures are based on controlling state and federal laws, relevant federal regulations, and the Rules of the GCIC Council.

O.C.G.A. §35-3-38 establishes criminal penalties for specific offenses involving obtaining, using, or disseminating criminal history record information (CHRI) except as permitted by law. The same statute establishes criminal penalties for disclosing or attempting to disclose techniques or methods employed to ensure the security and privacy of information or data contained in Georgia criminal justice information systems.

The Georgia Computer Systems Protection Act (Act), O.C.G.A. §16-9-90 et. seq., provides for the protection of public and private sector computer systems, including communications links to such computer systems. The Act establishes four criminal offenses, all major felonies, for violations of the Act: Computer Theft, Computer Trespass, Computer Invasion of Privacy, and Computer Forgery. The criminal penalties for each offense carries maximum sentences of fifteen (15) years in prison and/or fines up to \$50,000.00, as well as possible civil ramifications. The Act also establishes Computer Password Disclosure as a criminal offense with penalties of one (1) year in prison and/or a \$5,000.00 fine.

The Georgia Criminal Justice Information System (CJIS) Network is operated by the GCIC in compliance with O.C.G.A. §35-3-31. All databases accessible through CJIS Network terminals are protected by the Computer Systems Protection Act. Similar communications and computer systems operated by municipal/county governments are also protected by the Act.

By my signature below, I acknowledge that I have read and understand this Awareness Statement.

Print Name: _____

Signed: _____ Date: _____

Witnessed: _____ Date: _____



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 16J-0047
 Expires 10/31/2022

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation <i>(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)</i>			
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Other Last Names Used (if any)
Address (Street Number and Name)		Apt Number	City or Town State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's E-mail Address	Employee's Telephone Number
	[III]-[JJ-11111]		

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="radio"/> 1. A citizen of the United States	QR Code - Section 1 Do Not Write In This Space
<input type="radio"/> 2. A noncitizen national of the United States (See instructions)	
<input type="radio"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number):	
<input checked="" type="radio"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): Some aliens may write "N/A" in the expiration date field. (See instructions) <i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i> 1. Alien Registration Number/USCIS Number: OR 2. Form I-94 Admission Number: OR 3. Foreign Passport Number: _____ Country of Issuance: _____	

Signature of Employee

Today's Date (mm/dd/yyyy)

Preparer and/or Translator Certification (check one):
<input type="radio"/> I did not use a preparer or translator. <input type="radio"/> A preparer(s) and/or translator(s) assisted the employee in completing Section 1 <i>(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)</i>

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator	Today's Date (mm/dd/yyyy)
Last Name (Family Name)	First Name (Given Name)
Address (Street Number and Name) City or Town State ZIP Code	

Employer Completes Next Page



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMI No. 1615-0047
 Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification			
<i>(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")</i>			
Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I. Citizenship/Immigration Status

List A	OR	List B	AND	List C
Identity and Employment Authorization		Identity		Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name
Employer's Business or Organization Address (Street Number and Name) City or Town		Istate IZIP Code

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)		B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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LISTS OF ACCEPTABLE DOCUMENTS
All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List Band one selection from List C.

<p align="center">LISTA Documents that Establish Both Identity and Employment Authorization</p>	<p align="center">OR</p>	<p align="center">LIST B Documents that Establish Identity</p>	<p align="center">AND</p> <p align="center">LISTC Documents that Establish Employment Authorization</p>
<p>1. U.S. Passport or U.S. Passport Card</p>		<p>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</p>	<p>1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FORWORKONLYWITH INS AUTHORIZATION (3) VALID FORWORKONLYWITH OHS AUTHORIZATION</p>
<p>2. Permanent Resident Card or Alien Registration Receipt Card (Form 1-551)</p>		<p>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</p>	<p>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</p>
<p>3. Foreign passport that contains a temporary 1-551 stamp or temporary 1-551 printed notation on a machine-readable immigrant visa</p>		<p>3. School ID card with a photograph</p>	<p>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</p>
<p>4. Employment Authorization Document that contains a photograph (Form 1-766)</p>		<p>4. Voter's registration card</p>	<p>4. Native American tribal document</p>
<p>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form 1-94 or Form I-94A that has the following (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form</p>		<p>5. U.S. Military card or draft record</p>	<p>5. U.S. Citizen ID Card (Form 1-197)</p>
<p>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form 1-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</p>		<p>6. Military dependent's ID card</p>	<p>6. Identification Card for Use of Resident Citizen in the United States (Form 1-179)</p>
		<p>7. U.S. Coast Guard Merchant Mariner Card</p>	<p>7. Employment authorization document issued by the Department of Homeland Security</p>
		<p>8. Native American tribal document</p>	
		<p>9. Driver's license issued by a Canadian government authority</p>	
		<p>For persons under age 18 who are unable to present a document listed above:</p>	
		<p>10. School record or report card</p>	
		<p>11. Clinic, doctor, or hospital record</p>	
		<p>12. Day-care or nursery school record</p>	

Examples of many of these documents appear in the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

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

BL072-26

Buyer Initials: AM

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

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 (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects.

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

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license**

pursuant to Georgia law (O.C.G.A. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

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

XXXIII. CODE OF ETHICS

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

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

XXXIV. ELECTRONIC PAYMENT

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.

- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

County staff are required to verify receipt of goods and submit proof of delivery of services with invoice before payment is processed. Failure to provide proof of delivery of goods and/or services may result in delayed payment.

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 second floor of the Gwinnett Justice and Administration Center at 75 Langley Drive, Lawrenceville, Georgia 30046. WE HAVE MOVED BACK TO OUR PERMANENT LOCATION.**