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gwinnettcounty

October 6, 2015

**INVITATION TO BID
BL130-15**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for **HVAC System Maintenance Services at Various County Facilities on an Annual Contract with four (4) options to renew** 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. on Thursday, November 5, 2015** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 p.m. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Marlo Puckett, Purchasing Associate II at marlo.puckett@gwinnettcounty.com or by calling 770-822-8722, no later than **3:00 p.m. Friday, October 30, 2015**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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.

All companies submitting a bid will be notified in writing of award.

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

Marlo Puckett
Purchasing Associate II

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

**Bid Schedule, Pages 17-23
E-Verify, Page 24
References, Pages 25-26
Subcontractors List, Page 27**



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 bidder.

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 marlo.puckett@gwinnettcountry.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 upon Notice of Award and will be for 365 days with pricing to remain firm for the duration of the initial term. The four (4) renewal options of this contract are based on the following: 1) terms, conditions and pricing remain the same (or as indicated in the original pricing schedule); 2) service is satisfactory; 3) both parties are willing to renew; and 4) Board of Commissioners approval, if required.

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.E Most facilities will require quarterly maintenance, although some locations will only require semi-annual services, and some equipment items only annual. The frequency of service for each facility is specified herein.

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; personnel time; and consumable materials such as filters, belts, lubricants, refrigerant, 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, and shall proceed with the repair and/or replacement of the parts per the County's direction. 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 his work will be the responsibility of the Contractor to repair as required and supervised by the County at the Contractor's expense.

NOTE: The selected Contractor will be responsible for providing an up to date equipment list for each

facility. Prior to submittal the contractor shall contact the Gwinnett County representative and obtain approval of the format for the list. It is understood that this can be completed once all facilities have had service performed but not later than (7) months from beginning of contract. In addition, the contractor shall update the list annually.

A. Air Conditioning Preventive Maintenance Program

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

a. Standard DX or Split Systems

1. Check refrigerant pressures (if system appears to be working inadequately
2. Check voltage and amperage to all motors
3. Check air temperature drop across evaporator.
4. Check for adequate refrigerant charges. Replace up to five (5) pounds as part of basic preventative maintenance services.
5. Check for refrigerant leaks
6. Lubricate all moving parts, bearings etc.
7. Check 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
13. Check all wiring connections.
14. Check and adjust thermostats for proper calibration and operation.
15. Replace batteries in thermostats, but not less than once a year.
16. Check air temperature across condenser.
17. Check and flush condensate drain. Add tablets or drain pan treatment at least but not limited to twice per year. If condensate pump is present, add bleach or proper chemical agent to pump to prevent sludge or algae build up.
18. Visually check ductwork for broken connections or faulty insulation.
19. Remove dust, soot, rust, etc. from blower
20. Check Delta T across evaporator coil and note on paperwork for records. Clean evaporator if it is less than (16) degrees.
21. Operate air conditioning system through normal cycle, make any necessary adjustments.
22. Inspect and service exhaust fans (both ceiling and roof mounted. Change belts no less than twice per year.)

b. Chilled Water or Geo Thermal Systems

NOTE: Include all the necessary checks as noted in section i.a. above and add the following:

1. Inspect and clean VFD's no less than (4) times per year.
2. Inspect, clean and grease all pumps Annually (If applicable)
3. Inspect and service compressors. Service screw compressors Annually (or as needed)
4. Inspect and service air cooled chillers Annually (If applicable)
5. Clean chiller coils (Annually, but not limited to)
6. Inspect and service Cooling Tower Quarterly (If applicable)

B. Heating Preventive Maintenance Program

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

b. heat pump applications:

NOTE: Include all the necessary checks as noted in ii.a. above and add the following:

1. Check reversing valve for proper operation
2. Check defrost board and components for proper operation.

c. boilers

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).

C. 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.

Once the contract is awarded, a copy of the manifest where the filters were transported will be submitted to Gwinnett County for our records. This process will guarantee Gwinnett County that at no time any filters from our site will be found illegally disposed of.

D. Facilities Covered under Preventive Maintenance Program

Facility	Equipment	Preventive Maintenance Frequency
Collins Hill Branch Library	All Systems and Exhaust Fans	Quarterly Monthly filter change
Lawrenceville Branch Library and Headquarters	All Systems and Exhaust Fans	Quarterly
Peachtree Corners Branch Library	All Systems and Exhaust Fans	Quarterly
Duluth Branch Library	All Systems and Exhaust Fans	Quarterly
Norcross Branch Library	All Systems and Exhaust Fans	Quarterly
Buford Branch Library	All Systems and Exhaust Fans	Quarterly
Suwanee Branch Library	All Systems and Exhaust Fans	Quarterly
Mountain Park Branch Library	All Systems and Exhaust Fans	Quarterly
Lilburn Branch Library	All Systems and Exhaust Fans	Quarterly
Elizabeth Williams (Snellville) Branch Library	All Systems and Exhaust Fans	Quarterly
Centerville Branch Library and Community Center	All Systems and Exhaust Fans	Quarterly
Grayson Branch Library	All Systems and Exhaust Fans	Quarterly Plus two additional filter changes May thru September
Dacula Branch Library	All Systems and Exhaust Fans	Quarterly Plus two additional filter changes May thru September
Five Forks Branch Library	All Systems and Exhaust Fans	Quarterly
Hamilton Mill Branch Library	All Systems and Exhaust Fans PIU Filter Changes Air Handler HEPA Filter Changes	Quarterly Annual Annual
GA Department of Drivers Services	All Systems and Exhaust Fans	Quarterly Plus two additional filter changes May thru September
Snellville Tag Office	All Systems and Exhaust Fans	Quarterly Plus two additional filter changes May thru September
Airport Administration Bldg.	All Systems and Exhaust Fans	Quarterly
Airport Tower	All Systems and Exhaust Fans	Quarterly
Peachtree Corners Tag Office	All Systems and Exhaust Fans	Quarterly
Female Seminary	All Systems and Exhaust Fans	Quarterly
DOT Barn #1	All Systems and Exhaust Fans	Semi- Annual
DOT Barn #2	All Systems and Exhaust Fans	Semi- Annual
DOT Barn #3	All Systems and Exhaust Fans	Semi-Annual
DOT Barn #5	All Systems and Exhaust Fans	Semi-Annual

Facility	Equipment	Preventive Maintenance Frequency
Buford Human Services Center	All Systems and Exhaust Fans	Semi-Annual
Gwinnett County Comprehensive Correctional Complex	All RTUs All MUA units EF #42 thru EF #45, EF #47 thru EF #50 Exhaust Fans	Quarterly Quarterly Semi-Annual Annual
DOT Maintenance and Supply Facility	PIU Filter Changes Only Condenser Coil Cleanings	Annual Annual
Fleet Management Facility	All Systems Exhaust Fans	Semi-Annual Semi-Annual
Gwinnett Government Annex	Coil cleaning Only	Annual
Gwinnett Central Services	PIU Unit Filter Changes Humidifiers	Annual Annual
Gwinnett County Historic Courthouse	All Systems (except boiler) Exhaust Fans Boiler	Semi-Annual Annual Annual
Lawrenceville Senior Center	All Systems Exhaust Fans	Semi-Annual Annual
Norcross Human Services Center	All Systems Exhaust Fans PIU Filter Changes	Semi-Annual Annual Annual
One Justice Square	RTU Coil Cleanings	Annual
Police Headquarters	All Systems Exhaust Fans	Quarterly Semi-Annual
Police Annex and 911 Center	AHU's and Outside Air Unit PAC Filter Change Exhaust Fan Humidifier Unit Heater PIU Unit Filter Changes Condensing Unit Coil Cleaning	Quarterly Semi-Annual Semi-Annual Annual Annual Annual Annual
Police West Precinct	All Systems Exhaust Fans	Quarterly Semi-Annual
Police South Precinct	All Systems Exhaust Fans	Quarterly Semi-Annual
Police North Precinct and North Gwinnett Tag Office (same building)	All Systems Exhaust Fans	Quarterly Semi-Annual
Police East Precinct	Cooling Tower Boiler Pumps WSHP Filter Change Heater Exhaust Fan	Quarterly Annual Annual Quarterly Annual Semi-Annual
Police Central Precinct	All Systems Exhaust Fans	Quarterly Semi-Annual
Gwinnett Animal Shelter	All Systems and Energy Recovery Units RTU Filter Changes	Quarterly Monthly

Police Training Complex	All Systems Except AHU #5A, #5B and #7 AHU's 5A, #5B and #7 Pre-Filters AHU's #5A, #5B and #7 OA-Filters AHU's #5A, #5B and #7 Box Filters PIU Filter Changes	Quarterly Bi-Monthly Quarterly Semi-Annual Annual
Georgia State Patrol	All Systems	Semi-Annual

Facility	Equipment	Preventive Maintenance Frequency
Prime Radio Tower	Coil Cleanings Only	Annual
Brown Radio Tower	Coil Cleanings Only	Annual
Tribble Radio Tower	Coil Cleanings Only	Annual
Goshen Radio Tower	Coil Cleanings Only	Annual
Lanier Mountain Radio Tower	Coil Cleanings Only	Annual
Tuggle Radio Tower	Coil Cleanings Only	Annual
Water Park Radio Tower	Coil Cleanings Only	Annual
Norris Lake Radio Tower	Coil Cleanings Only	Annual
Crooked Creek Radio Tower	Coil Cleanings Only	Annual
Fire Station No. 10 Radio Tower	Coil Cleanings Only	Annual
Headquarters Radio Tower	Coil Cleanings Only	Annual

E. 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 and must be signed and dated by the responsible technician and a County representative from the facility where the services were performed. 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. This is generally the service ticket that is completed by the technician or a formal computer generated copy of the service ticket, which ever application the Contractor uses for service tickets. 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. For the Police Training and Firing Range 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.

F. 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.

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 (and as noted in Paragraph I.A., as discovered necessary during preventive maintenance services.) 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 II, 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.

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 shall 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 it may chose 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

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, 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, Makes Models and Serial Numbers
- Description of Services Repairs Performed

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 mark.presley@gwinnettcountry.com. 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 total monetary amount on the invoice and Service Report shall correspond, and the Service Report should be attached to the invoice. It is very important that this referenced information be complete and correct. Contractor's failure to present thorough and correct information will confuse and slow the payment process.

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 refrigerant removal and disposal.

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.

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 correct such work promptly, at not 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: Operations & Maintenance Manager or Building Engineering Coordinator.

H. Security and Building Access

The 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.

II. 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**

Buford Human Services Center 2755 Sawnee Avenue Buford, GA 30519	Female Seminary Building 415 South Perry Street Lawrenceville, GA 30046
Storage Facility 665 Hi Hope Lane Lawrenceville, GA 30043	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 30045
DOT District 1 Maint. Barn 2992 Bart Johnson Road Buford, GA 30548	Gwinnett County Airport Tower 590 Briscoe Blvd. Lawrenceville, GA 30045
DOT District 2 Maint. Barn 4181 Abbots Bridge Road Duluth, GA 30097	Gwinnett County Government Annex 750 South Perry Street Lawrenceville, GA 30046
DOT District 3 Maint. Barn 425 Hoke O'Kelley Mill Rd., SE Loganville, GA 30052	Gwinnett County Historic Courthouse 185 Crogan Street Lawrenceville, GA 30046
DOT District 5 Maint. Barn 4115 Arcadia Ind. Circle Lilburn, GA 30047	Gwinnett Juvenile/Recorders Court Bldg. 115 Stone Mountain Street Lawrenceville, GA 30046
Lawrenceville Senior Center 70 Benson Street Lawrenceville, GA 30043	Gwinnett County Central Services Bldg. 455 Grayson Highway Lawrenceville, GA 30046
Norcross Human Services Center 5030 Georgia Belle Court Norcross, GA 30093	Peachtree Corners Tag Office (Rental) 6135 Peachtree Parkway Suite 201-B Norcross, GA 30092
Snellville Tag Office 2845 Lenora Church Road Snellville, GA 30078	Senior Information Building 186 East Pike Street Lawrenceville, GA 30046
One Justice 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 Senior Services Center 567 Swanson Drive Lawrenceville, GA 30043	Georgia State Patrol 1645 Pleasant Hill Road Duluth, GA 30096

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 770 Hi Hope Road Lawrenceville, GA 30043	“Tribble” Radio Tower 2568 Chandler Road, SE Lawrenceville, GA 30045
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 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
Gwinnett Animal Shelter 884 Winder Hwy Lawrenceville, GA 30045	“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

LIBRARIES

Buford & Sugar Hill Branch Library 2100 Buford Hwy. Buford, GA 30518	Centerville Branch Library and Community Center 33025 Bethany Church Road Snellville, GA 30039-6109
Collins Hill Branch Library 455 Camp Perrin Road Lawrenceville, GA 30043	Duluth Branch Library 3480 Duluth Park Lane Duluth, GA 30096-3257
Five Forks Branch Library 2780 Five Forks Trickum Road Lawrenceville, GA 30044	Lawrenceville Branch Library and Headquarters 1001 Lawrenceville Hwy. Lawrenceville, GA 30045
Lilburn Branch Library 788 Hillcrest Road NW 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 2740 Lenora Church Road 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	

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 I.B.ix. for further details). **To assist the County in assessing the bidder's 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 your company is a LLC, provide a list of all of the name and address of the principals of your company.
3. Business or work plan detailing staffing capabilities, equipment and how your company will provide the services set forth in this solicitation. Staffing plan should indicate the service manager and field personnel, their 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.
7. Annual revenues for HVAC maintenance service contracts (2012, 2013, 2014 and 2015).

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 Standard 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.

**BID SCHEDULE
GWINNETT COUNTY DEPARTMENT OF SUPPORT SERVICES
HVAC MAINTENANCE SERVICES**

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 qualified 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.

A. PRICING FOR ANNUAL PROGRAM OF PREVENTIVE MAINTENANCE

Item #	Locations	Quarterly Charge	Monthly Charge	Annual Charge
1.	Collins Hill Branch Library 455 Camp Perrin Road Lawrenceville, GA 30043			
2.	Lawrenceville Branch Library and Headquarters 1001 Lawrenceville Highway Lawrenceville, GA 30045			
3.	Peachtree Corners Branch Library 5570 Spalding Drive Norcross, GA 30092			
4.	Duluth Branch Library 3480 Duluth Park Lane Duluth, GA 30096			
5.	Norcross Branch Library 6025 Buford Hwy Norcross, GA 30071			
6.	Buford Branch Library 2100 Buford Hwy Buford, GA 30518			
7.	Suwanee Branch Library 361 Main Street Suwanee, GA 30024			
8.	Mountain Park Branch Library 1210 Pounds Road SW Lilburn, GA 30047			
9.	Lilburn Branch Library 788 Hillcrest Road NW Lilburn, GA 30047			

Company Name: _____

BID SCHEDULE

Item #	Locations	Quarterly Charge	Monthly Charge	Annual Charge
11.	Centerville Branch Library and Community Center 33025 Bethany Church Road Snellville, GA, 30039			
12.	Grayson Branch Library 700 Grayson Parkway Grayson, GA 30017			
13.	Dacula Branch Library 265 Dacula Road Dacula, GA 30019			
14.	Five Forks Branch Library 2780 Five Forks Trickum Road Lawrenceville, GA 30044			
15.	Hamilton Mill Branch Library 3690 Braselton Highway Dacula, GA 30019			
16.	GA Department of Drivers Services 310 Hurricane Shoals Road Lawrenceville, GA 30045			
17.	Snellville Tag Office 2845 Lenora Church Road Snellville, GA 30078			
18.	Airport Administration Building 600 Briscoe Blvd Lawrenceville, GA 30045			
19.	Airport Tower 590 Briscoe Blvd Lawrenceville, GA, 30045			
20.	Peachtree Corners Tag Office 6135 Peachtree Parkway, Suite 201-B Norcross, GA 30092			
21.	Female Seminary 415 South Perry Street Lawrenceville, GA, 30046			
22.	DOT Barn #1 2992 Bart Johnson Road Buford, GA, 30518			

Company Name: _____

BID SCHEDULE

Item #	Locations	Quarterly Charge	Monthly Charge	Annual Charge
23.	DOT Barn #2 4181 Abbots Bridge Road Duluth, GA 30097			
24.	DOT Barn #3 425 Hoke O'Kelley Mill Road SE Loganville, GA 30052			
25.	DOT Barn #5 4115 Arcadia Industrial Circle Lilburn, GA 30047			
26.	Buford Human Services Center 2755 Sawnee Avenue Buford, GA 30518			
27.	Gwinnett County Corrections Complex 750 Hi Hope Road Lawrenceville, GA 30043			
28.	DOT Maintenance and Supply Facility 620 Winder Hwy Lawrenceville, GA 30045			
29.	Fleet Management Facility 620 Swanson Drive Lawrenceville, GA 30043			
30.	Gwinnett Government Annex 750 South Perry Street Lawrenceville, GA 30046			
31.	Gwinnett Central Services Building 455 Grayson Hwy Lawrenceville, GA 30046			
32.	Gwinnett County Historic Courthouse 185 Crogan Street Lawrenceville, GA 30046			
33.	Lawrenceville Senior Service Center 225 Benson Street Lawrenceville, GA 30045			
34.	Norcross Human Services Center 5030 Georgia Belle Court Norcross, GA 30093			

Company Name: _____

BID SCHEDULE

Item #	Locations	Quarterly Charge	Monthly Charge	Annual Charge
35.	One Justice Square 446 W. Crogan Street Lawrenceville, GA 30046			
36.	Police Headquarters 770 Hi Hope Road Lawrenceville, GA 30043			
37.	Police Annex and 911 Center 800 Hi Hope Road Lawrenceville, GA 30043			
38.	Police West Precinct 6160 Crescent Drive Norcross, GA 30071			
39.	Police South Precinct 2180 Stone Drive (Off Hwy. 78) Lilburn, GA 30047			
40.	Police North Precinct and Tag Office 2735 Mall of Georgia Boulevard Buford, GA 30518			
41.	Police East Precinct 2273 Alcovy Road Dacula, GA 30019			
42.	Police Central Precinct 3125 Satellite Blvd. Duluth, GA 30096			
43.	Gwinnett Animal Shelter 884 Winder Hwy Lawrenceville, GA 30045			
44.	Police Training Complex 854 Winder Highway Lawrenceville, GA 30045			
45.	Georgia State Patrol 1645 Pleasant Hill Road Duluth, GA 30096			
46.	"Prime" Radio Tower 374 Hickory Drive Lawrenceville, GA 30046			

Company Name: _____

BID SCHEDULE

Item #	Locations	Quarterly Charge	Monthly Charge	Annual Charge
48.	"Tribble" Radio Tower 2568 Chandler Road, SE Lawrenceville, GA 30045			
49.	"Goshen" Radio Tower 5878 Goshen Springs Road Norcross, GA 30071-3509			
50.	"Lanier Mountain" Radio Tower 2286 Highpoint Road Snellville, GA 30078-3144			
51.	"Tuggle" Radio Tower 3800 Tuggle Road Buford, GA 30519-4039			
52.	"Water Park" Radio Tower 2601 Buford Dam Road Buford, GA 30518-2040			
53.	"Norris Lake" Radio Tower 4663 Anderson Livsey Lane Snellville, GA 30039-2706			
54.	"Crooked Creek" Radio Tower 6556 Plant Drive Norcross, GA 30092-2234			
55.	"Fire Station No. 10" Radio Tower 3680 Old Atlanta Rd Suwanee, GA 30024-1172			
56.	"Headquarters" Radio Tower 770 Hi Hope Road Lawrenceville, GA 30043-4540			
			TOTAL ANNUAL COSTS	\$

Company Name: _____

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

B: BID: SERVICE CALL REPAIR ON TIME AND MATERIAL BASIS

<u>Service Classification</u>	<u>Hourly Rate</u>
1. Technician – Repair during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	\$ _____
2. Technician –Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	\$ _____
3. Helper – Repair during normal hours, Monday – Friday, 8:00 AM to 5:00 PM	\$ _____
4. Helper – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	\$ _____
5. State Service Call Charge (Flat Fee)	\$ _____
6. Mechanic - Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	\$ _____
7. Mechanic – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	\$ _____
8. Helper – Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	\$ _____
9. Helper – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	\$ _____
10. State percentage of mark up above cost for repair parts (Not to Exceed 15%)	_____ %

The determination of lowest cost will be based on the total of 1) Service Classification Hourly Rates multiplied by a projected number of hours (at regular time), 2) a projected number of Service Call Charges, and 3) the proposed % Mark-Up multiplied by a projected value of parts and equipment. The projections will be estimates of annual cost based on prior experience and are for evaluation purposes only.

Unless otherwise noted, quoted prices will remain firm for one (1) additional year. If a percentage decrease will be a part of this proposal, please note this in the space provided together with an explanation.

1st renewal period _____ 2nd renewal period _____
 3rd renewal period _____ 4th renewal period _____

If a percentage increase will be a part of this bid, please note this in the space provided

1st renewal period _____ 2nd renewal period _____
 3rd renewal period _____ 4th renewal period _____

Company Name: _____

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

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

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

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within sixty (60) days of the date of quote 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 quote schedule.

Legal Business Name _____ (If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

Company Name: _____



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

BL130-15
HVAC System Maintenance Services at Various County Facilities on an Annual Contract

Page 24

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 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 _____, 201__

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).
Rev. 6.20.13



REFERENCES

Gwinnett County requires a minimum of five, (5) references where work of a similar size and scope has been completed.

Note: **“All references must be for work completed or underway within the past three years.”**

1. Customer Name: _____
Address: _____
Description of Project: _____

Date Completed: _____
Contact Name: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

2. Customer Name: _____
Address: _____
Description of Project: _____

Date Completed: _____
Contact Name: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

3. Customer Name: _____
Address: _____
Description of Project: _____

Date Completed: _____
Contact Name: _____
Telephone: _____ Facsimile: _____

Company Name: _____

4. Customer Name: _____
Address: _____
Description of Project: _____

Date Completed: _____
Contact Name: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

5. Customer Name: _____
Address: _____
Description of Project: _____

Date Completed: _____
Contact Name: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Company Name: _____

Failure to return this page as part of the Bid document may result in rejection of this Bid.

**GWINNETT COUNTY, GEORGIA
LIST OF SUBCONTRACTORS**

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

NAME AND ADDRESS	TYPE OF WORK

Company Name: _____

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

I, _____ hereby authorize the
(Print Name)

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

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

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

Signature of applicant as usually written

Date

GWINNETT COUNTY GOVERNMENT
Consent Form Supplement

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

Last Name _____ FirstName _____

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 _____

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

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

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

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

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

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

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

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

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

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

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

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

BL130-15

Buyer Initials: MP

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. 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 without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. 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.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of

the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

XVIII.STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for

all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor’s or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s’) indication of the employee-number category applicable to the

subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com.

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

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

1. 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.
2. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County’s web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County’s Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.