



75 Langley Drive • Lawrenceville, GA 30046-6935
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December 14, 2009

**INVITATION TO BID
BL004-10**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for **Emergency Repair Services for Water and Sewer Mains on an Annual Contract** with three (3) options to renew for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on Wednesday, January 20, 2010** 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.

A **pre-bid conference** is scheduled for **10:00 A.M. on Tuesday, January 5, 2010** at the Gwinnett County Purchasing Office at the above address. All contractors are urged to attend. Questions regarding bids should be directed to Janice Bradshaw, Purchasing Associate III, at Janice.bradshaw@gwinnettcounty.com or by calling 770-822-8731, no later than 5:00 P.M. on Wednesday, January 6, 2010. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

All contractors must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the estimated budgeted amount for the initial contract period. The estimated budgeted amount for the initial contract period is \$100,000.00; therefore, the bid bond amount must be for \$5,000.00. Successful contractor will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, 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.

Janice Bradshaw

Janice Bradshaw, CPPB
Purchasing Associate III

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

Reference Sheets, pages 8-13

Bid Pricing Schedule, pages 26-27

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

Bid Bond, pages 16-17, certified check, or cashier's check



EMERGENCY REPAIR SERVICES FOR WATER AND SEWER MAINS ON AN ANNUAL CONTRACT

SPECIFICATIONS AND REQUIREMENTS

SCOPE OF WORK

The intent of this Contract is to provide a means for the County to respond to sudden or unforeseen failures or malfunctions of existing water mains, their appurtenances; gravity sewers, their appurtenances; and all force mains. Such emergencies include water main breaks and leaks, interruptions of water distribution or transmission services, any work associated with sewer line failures, any work associated with force mains, failures resulting in danger to life, health, or property, or other imminent threats to the public health, safety, or well-being through sabotage, failure or malfunction of the existing water and /or sewer supply system. This will include all sizes of pipe and all pipe material currently (installed or installed during the life of this contract) within the Gwinnett County water and sewer systems.

CONTRACTOR'S RESPONSIBILITY

Successful contractor shall provide labor, equipment, and materials as needed to assist the County with the scope of work as determined by the County. The Contractor shall conduct repair operations using his own labor and equipment to the greatest extent. It will be the County's sole decision as to the extent of the repair and the total scope for each project. During the contract period, the Contractor shall maintain sufficient local presence and personnel, equipment, general construction-related supplies and materials to provide an effective, immediate response on a 24-hour-per-day, seven (7)-day-per-week basis to any such emergency that may arise. The Contractor will be required to respond to an emergency as declared by the County with Supervisory personnel on-site within 2 hours of notification and to have sufficient equipment and personnel to commence emergency repair operations within 4 hours of notification, **unless otherwise directed by the County.**

The Contractor shall provide the County with the names and emergency contact information for at least three (3) employees who are available to respond to emergencies and who have the authorization to commit the Contractor's labor, equipment, and material to the prosecution of the necessary repair work. Said emergency contacts will be located within 1 hour of any point within Gwinnett County. Contractor will submit this information along with an address for the three (3) emergency contact employees.

MATERIALS

The County maintains a stock of the repair parts most often needed in water main repairs. Accordingly, the Contractor will not be required to purchase or maintain a local inventory of repair parts. However, the Contractor may be required to pick up repair parts from the County's storage facilities and transport the parts to the site of the emergency. If specialty repair parts are needed, the Contractor may be authorized by the County to locate, purchase, and arrange for the expedited transportation of the parts to the job site. The Contractor will be compensated for the cost of parts in accordance to the Bid Pricing Schedule.

QUALITY CONTROL

Due to their unforeseen and immediate nature, emergency repairs will only be allowed to be carried out under the direction of an authorized County representative. The County's representative will serve as the County's principal point of contact during the duration of the work.

The County representative will coordinate and approve the Contractor's work, including authorization of labor, materials, equipment, and specialty vendors and subcontractors used in the work.

Gwinnett County does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Lack of inspection and/or testing by the County will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the provision of this Contract.

Gwinnett County will have a responsible person on-site at all times during any specific repair. Gwinnett County will be responsible for operating all County owned equipment (fixed or mobile) to include but not limited to: valve operation, shutting off of any pump station, operation of drain valves, and fire hydrants or air relief valves.

QUANTITIES

Quantities shall be determined by the number of emergencies, and are in no way a guarantee of work associated with this contract. The contract will be for "on demand" type services to provide for the requirements of Gwinnett County on an "as needed" basis as it is impossible to determine the exact quantities of items and the number of work assignments to be issued.

PAYMENT

All labor, materials, equipment, and subcontract work will be paid as bid. There will be no percentage markup other than that stated in the Bid Pricing Schedule, and only for work applicable to the services as defined in the bid documents.

Labor: Charges for labor (as bid in Items 1-18) shall include classifications through foremen when engaged in the actual and direct performance of the work. Payment shall not be made for such overhead personnel as assistant superintendents, office personnel, timekeepers, and maintenance mechanics. Items will be paid as bid with no additional overhead.

All **labor** shall be billed at the hourly rates specified in items 1-18 as stated on the Bid Pricing Schedule. Regular rates will apply during normal business hours (defined as M-F, 7 a.m.-6 p.m.). Overtime rates will apply during non-normal business hours (defined as M-F, 6 p.m. - midnight) and Saturdays (7 a.m. - 6 p.m.). Premium rates will apply during nights (defined as M-Sat., midnight - 7 a.m.); all hours on Sundays and all County recognized holidays.

The unit price wages as indicated on the Bid Pricing Schedule shall include the actual costs paid to or on behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of working after hours, on holidays, or on Saturdays and Sundays, shall be included in overtime and premium wage rates.

Equipment: For equipment mobilized for work performed, the Contractor will be paid the equipment use rates described below and listed in the Bid Pricing Schedule as well as for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment. Payment, however, will not be made for equipment the Contractor leaves idle at the work site after it is no longer being used or is no longer reasonably needed in the repair work.

The Contractor will be paid for the use of owned equipment based on an hourly rate, not exceeding the charges for such equipment set forth in the Blue Book Rental Rates for Construction Equipment (as published by Equipment Guidebook Company of Palo Alto, California). For bid purposes, this can be bid on

a + or – (plus or minus) percentage of the actual Blue Book Rental Rate. All equipment must be in good operating condition. The hourly rates paid for owned equipment, shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance.

If the nature of the repair or conditions encountered at the work site necessitates the use of rental equipment, the Contractor will be paid the actual cost of rented equipment, provided that the rental rate is comparable to the prevailing rental rates charged by rental companies in the Gwinnett County area for like equipment. For bid purposes, this can be bid on a + or – (plus or minus) percentage of the actual Rental Rate.

Sub-contracted Work and Vendor Services: The Contractor shall conduct repair operations using his own labor, equipment, and materials to the greatest extent practical. Due to the unforeseen, immediate, and variable nature of emergencies, the need may arise for minor, but critical, services or items of work for which the Contractor is not licensed, skilled, or equipped.

In such circumstances, the Contractor may be authorized by the County's representative to use the services of specialty subcontractors and third party vendors. If the Contractor must subcontract construction-related specialty work or use the services of a third party vendor in order to complete a repair, the Contractor shall provide the County's authorized representative the subcontractor's proposed cost of the work to be provided and obtain authorization from the County's representative to proceed with the work. The Contractor will be paid based on invoices from the subcontractor or service provider plus percentage of cost mark up in accordance to the Bid Pricing Schedule. Work and services paid under this Section may include, but not be limited to, rental or installation of barricades, signs, safety fencing to establish a safe work zone and safeguard public safety; landfill fees for disposal of trash, broken pipe, and unsuitable backfill; concrete coring; metal fabrication; valve insertions under flow conditions; and replacement of topsoil, erosion control materials, sod, landscaping materials, or other surface improvements necessary to stabilize and restore the area disturbed during the work.

Compensation: The compensation as set forth in bid documents shall be received by Contractor as payment in full for work done. At the end of each repair, the Contractor and County's representative shall compare records of work performed, including classification of all Contractor's employees assigned to the work, materials used in the work, and equipment used.

No payment will be made for work performed on a repair until the Contractor furnishes the County itemized statements for the following items:

1. Labor: Name, classification, date, daily hours, total hours, and extension of each laborer, and foreman in accordance with bid schedule unit pricing.
2. Equipment: Size, type, identification number, dates, daily hours, total hours, extension of each unit of machinery and equipment, and/or rental rate.
3. Materials: Quantities of supplies and materials, including transportation cost and extensions in accordance with bid schedule unit pricing.
4. Invoices for all work subcontracted and/or rental equipment.

5. Payments for items applicable shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost in accordance with bid pricing schedule.

Individual Projects authorized to utilize services resulting from this contract should not exceed a total cost of \$100,000.00 (One-Hundred Thousand Dollars) per incident, unless otherwise directed by the County's representative.

QUALIFICATIONS AND EXPERIENCE OF THE CONTRACTOR

The intent of this contract is to provide a means for the County to respond to sudden or unforeseen failures or malfunctions of existing water mains, their appurtenances; gravity sewer, their appurtenances; and all force mains. Such emergencies include water main breaks and leaks, interruptions of water distribution or transmission services, any work associated with sewer line failures, any work associated with force mains, failures resulting in danger to life, health, or property, or other imminent threats to the public health, safety, or well-being through sabotage, failure or malfunction of the existing water and /or sewer supply system. These specific requirements of Contractor qualifications and experience therefore pertain to this project:

Contractor must demonstrate the following on the Reference Sheets provided **(See References, Pages 8-13):**

- A. The satisfactory completion of at least two (2) 48" or larger PCCP pipe repair and/or installation projects in the last five (5) years.
- B. The satisfactory completion of at least two (2) 48" or larger DIP pipe repair and/or installation projects in the last five (5) years.
- C. The satisfactory completion of 48" or larger RCP gravity sewer repair and/or installation projects.
- D. The satisfactory completion of at least one (1) 72" or larger spiral welded steel pipe repair or installation project within the last five (5) years.
- E. Each of the projects listed must identify the individual pipeline material used and each must specify the length or magnitude of the installation/repair.
- F. Each of the projects listed must operate as: a potable water main, a raw water main, a pressurized sanitary sewer force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sanitary sewer overflow system. **Projects that operate solely as storm drain systems are specifically excluded.**
- G. At least 50% of the work will be performed by personnel employed by the Bidder/Contractor.

REFERENCES (Sheets provided to provide project information and qualifications)

Projects submitted as references for this project shall be of similar size and scope as described and within the technical specifications referenced herein. Describe projects in terms of degree of difficulty, problems encountered, etc., or any pertinent information that might be used to evaluate your firm's qualification. Gwinnett County reserves the right to reject a referenced project if the owner or engineer is dissatisfied within the performance of the applicant. A poor reference is grounds for disqualification. Gwinnett County reserves the right to request additional references rather than disqualify the bid.

All information requested shall be complete and accurate. The Bidder/Contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder/Contractor also acknowledges that the Owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the Bidder/Contractor, knowing it was false, it shall constitute grounds for immediate disqualification and/or termination or revision by the owner of any subsequent agreement between the Owner and the Applicant.

Bidder's/Contractor's qualification **WILL** be determined based upon the information presented. All questions should be answered in full, without exception. Failure to do so may result in the Bidder/Contractor being deemed non-responsive and therefore may not be considered for qualification.

OTHER REQUIREMENTS

Failure to return the following Bid Documents may result in Bid being deemed non-responsive and automatic rejection.

1. Failure to use County Bid Pricing 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 when allowed.
5. The County shall be the sole determinant of technicality versus non-responsive bid.
6. Failure to provide Bid Bond (when required) will result in Bid being deemed non-responsive and automatic rejection. Bid Bond is required for this procurement.

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.

INSURANCE

The successful contractor will be required to provide a certificate of insurance per the requirements included in this document and will be required to maintain the same throughout the duration of the Contract. This includes not only the initial first year, but each successive term of renewal, as well.

BONDS

A Bid Bond **MUST** be submitted with your Bid submittal or your bid will be deemed non-responsive. The estimated amount for the initial contract period is \$100,000.00. Therefore, you will be required to submit a bid bond (using the enclosed form) in the amount of \$5,000.00 which is 5% of \$100,000.00.

Only the awarded contractor will be required to furnish Payment and Performance Bonds.

AWARD OF BID

Low bidder will be determined by applying the hourly pricing submitted by all contractors to a typical repair project previously completed and thus arriving at a fair basis for price comparison.

REFERENCES

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

Project 1

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time _____

Established Days: _____ Actual Completion Days: _____

Contract Dates: _____

Notice to Proceed: _____ Final Completion Date: _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities:

_____ No _____ Yes, indicate type of permit held by your company

Primary _____ Secondary _____ Tertiary _____

Permit# _____

Key Project
Personnel: _____

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

What percentage of work was performed by personnel employed by Contractor? _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

COMPANY NAME; _____

(Please attach additional pages as necessary.)

REFERENCES

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

Project 2

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contact Person: _____

Contact Person Telephone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time Established Days: _____ Actual Completion Days: _____

Contract Dates: _____

Notice to Proceed: _____ Final Completion Date: _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities:

_____ No _____ Yes, indicate type of permit held by your company

Primary _____ Secondary _____ Tertiary _____

Permit# _____
:Key Project
Personnel: _____

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

What percentage of work was performed by personnel employed by Contractor? _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

COMPANY NAME: _____

(Please attach additional pages as necessary.)

REFERENCES

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

Project 3

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contact Person: _____

Contact Person Telephone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time
Established Days: _____ Actual Completion Days: _____

Contract Dates: _____

Notice to Proceed: _____ Final Completion Date: _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities:

_____ No _____ Yes, indicate type of permit held by your company

Primary _____ Secondary _____ Tertiary _____

Permit# _____
:Key Project
Personnel: _____

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

What percentage of work was performed by personnel employed by Contractor? _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

COMPANY NAME: _____

(Please attach additional pages as necessary.)

REFERENCES

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

Project 4

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contact Person: _____

Contact Person Telephone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time
Established Days: _____ Actual Completion Days: _____

Contract Dates: _____

Notice to Proceed: _____ Final Completion Date: _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities:

_____ No _____ Yes, indicate type of permit held by your company

Primary _____ Secondary _____ Tertiary _____

Permit# _____
:Key Project
Personnel: _____

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

What percentage of work was performed by personnel employed by Contractor? _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

COMPANY NAME: _____

(Please attach additional pages as necessary.)

REFERENCES

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

Project 5

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contact Person: _____

Contact Person Telephone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time
Established Days: _____ Actual Completion Days: _____

Contract Dates: _____

Notice to Proceed: _____ Final Completion Date: _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities:

_____ No _____ Yes, indicate type of permit held by your company

Primary _____ Secondary _____ Tertiary _____

Permit# _____
:Key Project
Personnel: _____

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

What percentage of work was performed by personnel employed by Contractor? _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

COMPANY NAME: _____

(Please attach additional pages as necessary.)

REFERENCES

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

Project 6

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contact Person: _____

Contact Person Telephone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time _____

Established Days: _____ Actual Completion Days: _____

Contract Dates: _____

Notice to Proceed: _____ Final Completion Date: _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities:

_____ No _____ Yes, indicate type of permit held by your company

Primary _____ Secondary _____ Tertiary _____

Permit# _____

Key Project _____

Personnel: _____

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

What percentage of work was performed by personnel employed by Contractor? _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

COMPANY NAME: _____

(Please attach additional pages as necessary.)

STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverages 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, nonowned, 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 coverages must apply
 - * Additional Insured Endorsement
 - * Concurrence of Effective Dates with Primary
 - * Blanket Contractual Liability
 - * Drop Down Feature
 - * Care, Custody, and Control - Follow Form Primary
 - * Aggregates: Apply Where Applicable in Primary
 - * Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. 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.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

Gwinnett County, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)a

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Oblige)75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Oblige)

Thereinafter referred to as Oblige: in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for:

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

(Principal Secretary)

(SEAL)

(Principal)

By: _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

Resident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Oblige)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Oblige)

hereinafter called Oblige;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars (\$_____), in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By:

(Address)

ATTEST:

Resident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Surety)

By:

(Attorney-in-Fact)

(Address)

NOTE:

If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

GWINNETT COUNTY, GEORGIA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By: _____

(Address)

ATTEST:

Resident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION**

**CONTRACTOR VERIFICATION PURSUANT TO GWINNETT COUNTY
PURCHASING ORDINANCE Part 6.D**

Part 1. This contract is for the physical performance of services where more than three (3) persons are employed on the County contract. Check one: Yes _____ No _____

If "Yes" is checked, complete Part II. If "No" is checked, skip Part II, sign and date.

Part II. This will affirm that _____ (name of contractor) and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All documents and records of this verification process shall be retained for a period of three (3) years following completion of the contract.

By: Contractor Representative

Date

Printed Name

Printed Title

Signature



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

Solicitation No. BL004-10

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with 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 of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 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

Company Name

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 _____, 200__

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).



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

(WORK SHALL BE DONE AT VARIOUS LOCATIONS THROUGHOUT GWINNETT COUNTY.)

BID PRICING SCHEDULE

Item No.	Description	Approx. Qty.	Hourly Rate
1	Foreman – Regular Man Hours	1	\$
2	Foreman – Overtime Man Hours	1	\$
3	Foreman – Premium Overtime Man Hours	1	\$
4	Equipment Operator – Regular Man Hours	1	\$
5	Equipment Operator – Overtime Man Hours	1	\$
6	Equipment Operator – Premium Overtime Man Hours	1	\$
7	Laborer – Regular Man Hours	1	\$
8	Laborer – Overtime Man Hours	1	\$
9	Laborer – Premium Man Hours	1	\$
10	Pipe Layers – Regular Man Hours	1	\$
11	Pipe Layers – Overtime Man Hours	1	\$
12	Pipe Layers – Premium Overtime Man Hours	1	\$
13	Plumber – Regular Man Hours	1	\$
14	Plumber – Overtime Man Hours	1	\$
15	Plumber – Premium Overtime Man Hours	1	\$
16	Welder – Regular Man Hours	1	\$
17	Welder – Overtime Man Hours	1	\$
18	Welder – Premium Man Hours	1	\$
19	Materials – Indicate a Percentage Rate % Above Actual Cost (not to exceed 10%) or Below Actual Cost	+ or - %	+ %
			- %
20	Owned Equipment – Indicate a Percentage Rate % Above Actual Cost (not to exceed 10%) or Below current Blue Book Rental Rates	+ or - %	+ %
			- %
21	Rented Equipment – Indicate a Percentage Rate % Above Actual Cost (not to exceed 10%) or Below current Blue Book Rental Rates	+ or - %	+ %
			- %
22	Sub-contracted work – Indicate a Percentage Rate Above Actual Cost (not to exceed 10%) actual cost	%	+

Estimated 2010 budgeted amount for this contract is approximately \$100,000.00; subject to appropriation of funds.

COMPANY NAME: _____

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

BID PRICING SCHEDULE (Continued)

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

Unless otherwise noted, quoted prices will remain firm for three (3) additional one-year periods. If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation.

Renewal Options:

<u>Option 1 Renewal (year two of contract period):</u>	_____ % Increase	_____ % Decrease
<u>Option 2 Renewal (year three of contract period):</u>	_____ % Increase	_____ % Decrease
<u>Option 3 Renewal (year four of contract period):</u>	_____ % Increase	_____ % Decrease

Termination for Cause: The County may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the supplier'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 thirty (30) days written notice to the supplier. In the event of the County's termination of this agreement for convenience, the supplier 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 supplier, 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 ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the Bid Pricing 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 _____

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

BL004-10

Buyer's Initials: JB

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.

**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, as are the affidavit(s) and affirmation. 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.

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. Although the Purchasing Division will make every effort to send any addendum to known bidders, it is the bidder's ultimate 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 shall be furnished to Gwinnett County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. 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.

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION:

State Law 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.

By submitting a proposal 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 O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the County at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the County, signed by the contractor, and will become part of the contract.

XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

It is the policy of Gwinnett County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on County-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. 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 O.C.G.A. § 13-10-91 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 physical performance of services where more than three (3) 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 O.C.G.A. § 13-10-90(2) may 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 O.C.G.A. § 13-10-90(2), 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 O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

XXX. 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. An application to be listed as an approved hauler may be obtained from the Department of Financial Services, License and Revenue Division, 678-377-4101.

XXXI. 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).

XXXII. 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.

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.