



REQUEST FOR BIDS

**Annual Contract for HVAC Repair, Service, and
Planned Maintenance For Trane Equipment**

Bid Number 2018-GS-17

July 2018

**CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road, Morrow, Georgia 30260**

**Bid Opening: Tuesday, August 7, 2018 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260**

**Non-Mandatory Pre-Bid Meeting: Tuesday, July 24, 2018 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260**

This procurement has SLBE Bid Discount

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Addenda (None Issued at This Time)

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Division 1

General Overview

Section 1: Request for Bids

Clayton County Water Authority
1600 Battle Creek Road
Morrow, Georgia 30260

Name of Project: **Annual Contract for HVAC Repair, Service, and Planned Maintenance for Trane Equipment**

The Clayton County Water Authority will open sealed bids from vendors at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, August 7, 2018 at 2:00 p.m. (local time)** for **Annual Contract for HVAC Repair, Service, and Planned Maintenance for Trane Equipment**. Any bids received after the specified time will not be considered.

A non-mandatory pre-bid meeting will be held on **Tuesday, July 24, 2018 at 2:00 p.m. (local time)** at 1600 Battle Creek Road, Morrow, Georgia 30260.

In an effort to promote responsible environmental practices this bid package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am - 5:00 pm, or by e-mail to ccwa_procurement@ccwa.us. Bidders will need to provide contact information and an email address, and any file size transfer limits to insure email transmittals can be made. A hardcopy bid package can also be requested at a cost of \$25.

Clayton County Water Authority

Mr. John Chafin, Chairman

END OF SECTION

Division 1

General Information

Section 2: General Overview

1.1 Bid Overview

CCWA intends to contract a qualified contractor to provide services according to the specifications indicated herewith for a twelve (12) month period, from **November 1, 2018 through October 31, 2019**. By submitting a sealed bid, the bidder must agree to provide all stated services at the bid price for the specified twelve-month period per the terms and conditions contained within this bid document.

The successful bidder will be required to execute a contract written by the Authority. Please refer to the sample agreement contained in this document. The contract may be extended for a second one-year and/or third one-year term by mutual consent of both parties with no changes to terms, conditions, and prices.

In submitting this bid, bidder certifies that he/she is qualified to do business in the State of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to bid award. If your company is a corporation, it must be registered with the Georgia Secretary of State.

The contractor's work must conform to any applicable O.S.H.A. and Georgia D.O.T. guidelines.

The bids shall be delivered or mailed to the Clayton County Water Authority (CCWA), located at 1600 Battle Creek Road, Morrow, Georgia, 30260, in a sealed envelope, on or before **Tuesday, August 7, 2018 at 2:00 p.m. (local time)**. The envelope shall be marked "Sealed Bid" and carry the bid title, date, and time of bid opening (refer to General Instructions to Bidders). Any and all bids received after this date and time will be considered unresponsive.

1.2 Bid Evaluation

The contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the RFB specifications and will be the most advantageous to the Clayton County Water Authority (CCWA). An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

This procurement has a SLBE bid discount for evaluation purposes only, which will be given to CCWA certified SLBE primes only. For more details, please refer to Division 2, Section 8 of this bid package.

Division 1

General Information

Section 2: General Overview

1.3 Addendum

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing via email at CCWA_Procurement@ccwa.us by **2:00 p.m. EST, Thursday, July 26, 2018**. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All Addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

These instructions are to be followed by every entity bidding to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the Bid, and any Bidder agrees that tender of a Bid constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of bids.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.
3. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

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Bid Requirements

Section 1: Instructions to Bidders

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.
6. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Bid Form need to be submitted, and these copies must be **typewritten or printed in ink**. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the Bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a Bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the Bid must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
8. All Bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the Bid shall submit it in a sealed envelope on or before the date and time specified in the Bid package. The envelope shall be marked "**Sealed Bid**" and carry the Bid title, and date and time of opening as set forth in the Bid package. The envelope shall also bear the name of the party making the Bid and the party's address. Address Bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a Bid is not submitted, the Bid Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
9. If published price books are a part of your Bid, one price book must be included with your Bid Form, and the successful Bidder is required to furnish additional current price books after award of the Bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder

Division 2

Bid Requirements

Section 1: Instructions to Bidders

may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.

11. In the case of goods, the person, firm or corporation making the Bid may Bid all items. All items may be considered separately, at the discretion of the CCWA.
12. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
13. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
14. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
15. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for sixty (60) days after the date set for the opening thereof.
16. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

Division 2

Bid Requirements

Section 1: Instructions to Bidders

17. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
18. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
19. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
20. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
21. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
22. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
23. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
24. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
25. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.

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Bid Requirements

Section 1: Instructions to Bidders

26. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
29. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
30. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
31. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Requesting Department

Division 2

Bid Requirements

Section 1: Instructions to Bidders

may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

32. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
 - a. Ability of Bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the Bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
33. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
35. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified small local, minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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Bid Requirements

Section 1: Instructions to Bidders

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:

<http://www.dot.ga.gov/PS/Business/DBE>.

The successful Bidder will be asked to provide, along with his Request for Payment each month a list of qualified SLBE and MBE/WBE businesses utilized on this Project.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Division 2**Bid Requirements****Section 2: Risk Management Requirements**

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Division 2

Bid Requirements

Section 2: Risk Management Requirements

CONTRACTS FOR UP TO \$50,000	CONTRACTS FOR MORE THAN \$50,000
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LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Bid Submittal Requirements:

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive:

- A. Bid Form.
- B. Bidder Qualification Information Form.
- C. References.
- D. Georgia Security and Immigration Compliance Act of 2006 form.
- E. Contractor Affidavit and Agreement form.
- F. Subcontractor Affidavit form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

Clayton County Water Authority (CCWA) cannot consider any bid which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Bidders intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law and its effect on CCWA procurements and their participation in those procurements.

- G. Contractor's HVAC Inspection Report – include one (1) sample copy.
- H. Special Provisions form on page 4-1.7.
- I. Addenda (if any).

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____

(Hereinafter "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Annual Contract for HVAC Repair, Service, and Planned Maintenance for Trane Equipment** in strict accordance with the bid documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

By submission of this bid, Bidder certifies, and in the case of joint bid each party thereto certifies as to the party's own organization that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions to Bidders.

In submitting this bid, Bidder certifies Bidder is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

Total amounts are products of the unit prices multiplied by the estimated quantities. In the event of a conflict between the amounts and the unit prices, the unit prices shall govern.

CONTRACT EXECUTION: The undersigned Bidder agrees, if this Bid is awarded, to enter into an Agreement with the Authority on the form included in the Bid Documents to perform and furnish work as specified or indicated in the Bid Documents for the contract price derived from the Bid and within the contract times indicated in the Agreement, and in the accordance with the other terms and conditions of the Bid Documents.

Bidder accepts the terms and conditions of the Bid Documents.

INSURANCE: Bidder further agrees that the bid amount(s) stated herein includes specific consideration for the specified insurance coverage.

PAYMENT TERMS: Payment terms are net 30 days after completion of work and receipt of a detailed invoice.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

BID: The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Bid Form:

Division 2

Bid Requirements

Section 4: Bid Form

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	Number of Months	ANNUAL COST
JACK H. DREW ADMINISTRATIVE BUILDING - 1600 Battle Creek Road, Morrow, GA 30260								
1	Trane Built-Up AHU	MCCA008MAD0C0BQBBAC0000	K94B13977	Main Building	124049		12	
2	Trane AHU	TWE090A300BA	H20175416	Main Building	124050		12	
3	Trane Condenser	TTA120B400BA	J07198210	Main Building	12224		12	
4	Trane Condenser	TTA072C400A0	J05238277	Main Building	12224		12	
5	Trane	SAHFC2040Z00C29D300000D00G00	C01G57161	Main Building	12224		12	
6	Trane	SAHFC2040A10C3BD3001AEGLRTRK	J94A70074	Main Building	123183		12	
7	Trane	SAHFC2040A1003BD3001AGGLRTRK	J94A70075	Main Building	123127		12	
8	Trane	TTA150B400CA	Z263YCYAH	Main Building	124049		12	
9	Trane	TTA120B400EA	63211JEAD	Main Building	124050		12	
10	Liberty	PFC037A-PLO	0130N51233	Main Building	123184		12	
11	Liberty	PFC037A-PLO	0130N51109	Main Building	123182		12	
12	Mitsubishi	PUY-A24NHA	S1000472B	Main Building	12224		12	
13	RAYPAK BOILER	H1-0724C-CEARCAA	9403114169	Main Building	12224		12	
14	Laars BOILER	HH052MN20CCAKOW	MO1HO5758	Main Building	12224		12	
15	Trane RTU #1	SAHLF2540K47CLLO8001ADH00000	C13B00558	Main Building	115156		12	
16	Trane RTU #2	SAHLF2540K47CLLO8001ADH00000	C13B00559	Main Building	123179		12	
17	Trane	TTA072C400A0	J05238277	Main Building	12224		12	

Division 2

Bid Requirements

Section 4: Bid Form

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	Number of Months	ANNUAL COST
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TERRY R. HICKS WPP (8 VAV Terminal Boxes) - 1693 Freeman Rd, Jonesboro, GA 30236

18	Trane	TSD240F4R0A00AA	144510098D	Administration	124410		12	
19	Trane	TSD240F4R0A00AA	144510112D	Administration	124411		12	
20	Siemens	04056507B	BMAE - SDHRS	Dewatering	115074		12	
21	Lennox	H529-036-2P	5805B52480	Dewatering	115079		12	
22	Marvair - Compact 3	AVP36ACD09N3-1000BI	GN91980	Electric	111173		12	
23	APW Mclean	M521028021EH	021595-16-4	UV Bldg.	111224		12	
24	APW Mclean	M521028021EH	012595-17-4	UV Bldg	111226		12	
25	APW Mclean	M521028021EH	021595-18-4	UV Bldg	111223		12	
26	APW Mclean	M52-1026-021EH	021160471-4	UV Bldg	111129		12	

W.J. HOOPER WPP - 70 Oakdale Drive, Stockbridge, GA 30281

27	Trane	TTB018C100A2	45127R65F	Administration	116383		12	
28	Trane	2TTA0036A3000AA	4393T9C3F	Administration	117022		12	
29	Trane	2TTA0048A3000AA	4373LN63F	Administration	117274		12	
30	Trane	2TTA0060A3000AA	444328J3F	Administration	123440		12	
31	Addison	RCA1410004F	41202602001	Administration	116918		12	

Division 2

Bid Requirements

Section 4: Bid Form

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	Number of Months	ANNUAL COST
32	Aero Vent	A/C N/A	201-126600	Control	111808		12	
33	Marvair - Compac I	AUP60ACD00NDU-1000D5	KS-F000105873-900-001	Chemical Feed	116938		12	
34	Marvair - Compac I	AVP48ACD09NV-1000	GN92177	UV Electrical	110590		12	
35	Trane	TCH060A4RBA1KF1A 0A020600	503102135L	Raw Water	3292		12	
36	APW Mclean	M52-1226-034EH	02159279-4	UV Bldg	110586		12	
37	APW Mclean	M52-1226-034EH	02159280-4	UV Bldg	110587		12	
38	APW Mclean	M52-1226-034EH	02159278-4	UV Bldg	110588		12	
39	APW Mclean	M52-1226-034EH	02159277-4	UV Bldg	110589		12	
TOTAL ANNUAL BID AMOUNT (Add Annual Cost of items 1-39 above)							\$	

If the Bidder is certified as a Small Local Business Enterprise (SLBE) with CCWA, the CCWA SLBE Certification number must be entered below, as well as the County where the business is located in.

CCWA SLBE Certification No. _____ County: _____

Bid Discount % (please check one): 10% 7.5%

Submitted by: _____
 (COMPANY NAME OF BIDDER)

Division 2

Bid Requirements

Section 4: Bid Form

Submitted by:

COMPANY NAME OF BIDDER: _____

By: (OFFICER NAME) _____

SIGNATURE: _____

TITLE: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

LICENSE NUMBER (If applicable): _____

DATE: _____

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

- ENTITY TYPE: Individual/Sole Proprietor Employee Owned Company
 Privately Held Corporation/LLC Partnership
 Publicly Owned Company Attorney
 Other (specify): _____

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

The bid must contain at least three (3) commercial and/or industrial references, including a contact person, address, and phone number. References must have HVAC equipment similar to the HVAC Equipment listed on the Bid Form. Bidders must have at least five (5) years of experience performing maintenance and repair services to HVAC equipment similar to above referenced HVAC Equipment List.

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.

- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 - 1. _____ 500 or more employees;
 - 2. _____ 100 or more employees;
 - 3. _____ Fewer than 100 employees.

- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
 - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

Contractor _____
Authorized Signature: _____
Name: _____
Title: _____
Date: _____

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

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 the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - EEV/Basic Pilot Program 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), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

EEV / Basic Pilot Program* User Identification Number
Enter four to seven-digit numbers

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program 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), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with _____ on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with [O.C.G.A. 13-10-91](#). The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

EEV / Basic Pilot Program* User Identification Number
Enter four to seven-digit numbers

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____
20____.

Notary Public

My Commission Expires

Division 2**Bid Requirements****Section 8: Small Local Business Enterprises (SLBE) - General Information****8.1 Program Overview**

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Bid discounts for the use of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting sub-contractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Bidder to be considered responsive.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; Architectural Firms – \$3,750,000; Engineering Firms – \$7,500,000, and Goods and Services – less than 250 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through the DeKalb County, Clayton County, or the City of Atlanta, and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE, provided that they complete the official certification application for CCWA within two (2) years following the date of provisional certification. If a firm meets these qualifications, but is not currently certified as a small business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for bid submission.

SLBE's must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services

Division 2**Bid Requirements****Section 8: Small Local Business Enterprises (SLBE) - General Information**

from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

Participation in the SLBE program is not a requirement to participate in contracting with CCWA. The use of an SLBE is a requirement when bid discounts are to be sought. The Bidder will be required to complete the required forms as outlined in the following section.

8.2 Overview of Bid Discount

Bid discounts are incentives that allow an original bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsible bidder, while the original bid amount will be the basis for contract award.

Example: A \$100,000 bid with a 7.5% bid discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful bidder.

Bid Discounts will be applied to CCWA certified SLBE prime bidders only. *The use of certified SLBE sub-contractors will not establish eligibility to receive Bid Discounts.* Depending on the bidder's location, Bid Discounts will range between 7.5% and 10%.

The calculation of SLBE bid discounts shall be as follows:

There will be an applied tiered discount to bids based on what county the SLBE business is located.

- 10 percent for SLBE's in Clayton County.
 - 7.5 percent for SLBE's within the next surrounding 10 counties (Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding).
- (1) Discounts are given to Bidders who are SLBE prime bidders only.
 - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at ccwa_slbe_program@ccwa.us for more information on CCWA's SLBE Program or visit our website at www.ccwa.us.

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

STATE OF GEORGIA

COUNTY OF CLAYTON

**AGREEMENT FOR ONGOING PROVISION
OF GOODS AND SERVICES**

This Agreement made and entered into this ____ day of _____, 2018, for **Annual Contract for HVAC Repair, Service, and Planned Maintenance for Trane Equipment**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Authority is contracting with the Contractor to provide services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES**: The Contractor shall provide the following goods and services to the Authority in such quantities as the Authority requires for **Annual Contract HVAC Repair, Service, and Planned Maintenance for Trane Equipment**

GOODS:

Any and all items necessary to perform the services as specified in the Request for Bid dated July 2018, a copy of which is attached and incorporated into this contract.

SERVICES:

This contract work will consist of the services as described and outlined in the Request for Bid dated July 2018, a copy of which is attached and incorporated into this contract.

2. **COSTS**: Upon completion of work, the Authority shall pay and the Contractor shall receive the prices stipulated in the Bid Form dated _____, hereto attached, as full compensation for all services furnished by the Contractor relative to the above described services which prices shall be paid in the manner, and under the terms specified by the Authority. The Authority shall pay the Contractor net 30 days upon acceptance of completed work and after receipt of a detailed invoice. Documentation must be included in monthly invoice statements as work has been completed and verified by CCWA per location, showing exact dates the scheduled maintenance was performed.

Division 3

Contract Forms

Section 1: Agreement Form

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on or about the **1st day of November, 2018**. The Agreement shall remain in effect until **October 31, 2019**.
4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing contract terms, conditions, and prices.
5. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
 - Shall be performed as stipulated in the bid documents.
 - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

6. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods as follows:

All equipment, materials, supplies provided the Contractor shall be first class, standard and thoroughly adequate for the work for which it is to be used.

Furthermore, the Contractor warrants that goods ordered to manufacturers specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods and shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of the Authority concerning latent defects shall exist indefinitely and shall not be affected in clause. The Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming

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Contract Forms

Section 1: Agreement Form

goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

7. **INSPECTION:** The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and

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Contract Forms

Section 1: Agreement Form

schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

8. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
9. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
10. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
11. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in

Division 3

Contract Forms

Section 1: Agreement Form

connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any sub-contractors used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.

12. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
13. **TERMINATION FOR DEFAULT:**
 - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice

Division 3

Contract Forms

Section 1: Agreement Form

from the Authority specifying such failure.

- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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Contract Forms

Section 1: Agreement Form

14. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
15. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
16. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
17. **ATTORNEYS' FEES:** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF this _____ day of _____, 2018,
said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____

H. BERNARD FRANKS

TITLE: General Manager

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

CONTRACTOR

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: Corporate Secretary

DATE: _____

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

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Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

Personally appeared before the undersigned officer duly authorized by law to administer oaths

who, after being first duly sworn, depose and say that they are all the officers, agents, persons or employees who have acted for or represented _____

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Annual Contract for HVAC Repair, Service, and Planned Maintenance for Trane Equipment**, and that said _____

_____ has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore or induced or attempted to induce another to withdraw a bid for said work.

ATTEST: By: _____
Bidder

By: _____ By: _____
Name Name

Title: _____ Title: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____ My Commission expires: _____

END OF SECTION

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4.1 General Work Overview

Clayton County Water Authority has three (3) facilities that primarily have Trane heating and/or air conditioning (HVAC) equipment of different sizes, styles, and ages. These facilities are located as follows:

1. Jack H. Drew Administration Building, located at 1600 Battle Creek Road, Morrow GA, 30260.
2. Terry H. Ricks Plant (and all related buildings), located at 1693 Freeman Road, Jonesboro GA, 30236. There are eight (8) units with VAV filters at this location.
3. W.J. Hooper WPP (and all related buildings), located at 70 Oakdale Drive, Stockbridge GA, 30281.

For description of all equipment located at the above-referenced facilities, please refer to pages 2-4.2 through 2-4.4 of the Bid Form.

4.2 Scope of Work

The Contractor shall furnish each and every item of labor, together with all materials, tools, supplies, equipment, parts, and machinery necessary to fully complete the work as indicated by this document. The intention of the documents is to include all labor, material, equipment, fuel and transportation necessary for the proper execution of the work. Materials or work described in words so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Estimated Quantities – Any quantities of work to be done and materials to be furnished under the specifications are estimate only, and the Authority does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall perform a complete and finished job, whether the final quantities are more or less than those estimated.

Familiarity with Conditions – The Contractor assumes full responsibility for having familiarized himself with the nature and extent of this document, work locality, and local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Any and all mistake(s) or lack of

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knowledge on the part of Contractor will in no way relieve the Contractor of the obligation and responsibilities assumed under this contract.

Unauthorized Work – Any extra work done without the Authority’s approval will be considered as unauthorized work and will not be paid for by the Authority.

Laws To Be Observed – The Contractor shall observe and comply with all Federal, State, and Local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall be EPA certified for the installation, disposal and or handling of any equipment or materials.

Character of Workmen and Equipment – All workmen shall be experienced in and capable of doing the kind of work assigned to them and must carry a HVAC Class II Unlimited License. All equipment provided by the Contractor shall be first class, standard equipment, thoroughly adequate for the work for which it is to be used. The Contractor will be responsible for any and all claims for damage to persons or property sustained during the prosecution of the work.

Taxes and Ordinances – The Contractor shall be liable for all applicable Federal, State and Local taxes and shall comply with all local ordinances and regulations.

Responsibility

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of work performed. Breakage or loss of equipment or other property, including that of the Contractor’s operations or of the actions of his agent, or his employees, shall be made good by the Contractor at his expense.
- B. The Contractor shall indemnify and hold harmless the Authority against any and all loss, cost, damage, claim, expense, or liability.

Adherence to Schedule

- A. If the Contractor fails to comply with the schedule frequency for the performance of any part of the work, his attention will be called to this failure or omission, and he will be requested by the Authority to perform the omitted operation. If the Contractor does not comply with the request within such time as the Authority deems to be reasonable, the work will be done by employees or agents of the Authority and the cost thereof

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deducted from any money due or which may become due the Contractor under the contract.

- B. Interference with the Authority's business – From time to time it may be necessary for the Authority and Contractor to coordinate their work so that scheduled items can be completed. This shall be done so there will be minimum of interruption to or interference with the proper execution of all work.

The Clayton County Water Authority is requesting a bid from the Contractor based on the following requirements.

4.3 General Contract Requirements

A. Definitions

- (a) Contract Work – shall mean all work as outlined in these specifications except work described as extra herein. This work is to be done on schedule as outlined in these specifications for the agreed upon contract price.
- (b) Extra Work – shall mean all work not described in these specifications. This work shall only be done by purchase order (written approval) of the Facilities Supervisor or his representative. This work shall be performed at the Contractor's normal rates after receiving approval (purchase order) from the Facilities Supervisor.
- (c) Unscheduled Repairs and Breakdowns – shall mean any loss of heating or air conditioning due to mechanical failure or normal wear and tear.
- (d) Frequency of Contract Work – Regularly scheduled maintenance shall be performed every three (3) months on all properties as shown and defined on the Bid Form.

Contractor shall make unscheduled repairs within forty-eight (48) hours of notification by the Authority, or as soon as required replacement parts are available.

Contractor shall respond within four (4) to six (6) hours of notification by the Authority, on trouble call-outs.

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- (e) Scheduling of Regular Maintenance and Invoicing – Shall be left to the Contractor and need not be on exact dates but rather at the Contractor's convenience within a reasonable period for two (2) weeks. Documentation must be included in monthly invoice statements as work has been completed and verified by CCWA per location, showing exact dates the scheduled maintenance was performed. Payments will be processed after the verification of service, after receipt of a detailed invoice, and approval of authorized CCWA personnel. Invoices must show details to include: date, invoice number, date of services performed per location, description of and services performed per location.

B. Contract Work to be performed

- (a) Shall be of maintenance or repair nature, checking the operation of each mechanical system as outlined herein.
- (b) Shall consist of repairing or restoring any heating and air conditioning system to its original state after the occurrence of a breakdown or loss of operation due to mechanical failure or normal wear and tear. Repairs shall be made within 24 hours of notification from the Authority, or as soon as replacement parts become available.
- (c) Shall consist of making any adjustments to mechanical equipment as deemed necessary by the Contractor during the contract work performance in order to restore the performance of the equipment to its original state. This includes replacement of any parts with Original Equipment Manufacturer's recommended part(s) or equivalent(s). Incidental materials and equipment required by the Contractor to make repairs or adjustments to mechanical equipment including but not limited to such as refrigerant, chemicals, cranes, lifts, ladders, and shop supplies are the sole responsibility of the Contractor.
- (d) Shall consist of lubricating any bearings or other moving parts as recommended by the manufacturer of the equipment.
- (e) Shall treat water in boilers or cooling towers required for heating and cooling needs with correct chemicals to avoid corrosion or loss of capacity.

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- (f) Shall only replace air filters with two-inch (2") pleated MERV rating filters every two (2) months.
- (g) Shall annually replace and inspect eight (8) VAV terminal boxes located at Terry R. Hicks Plant (1693 Freeman Road, Jonesboro GA 30236).
- (h) Shall take corrective action to repair failures or malfunctions in the equipment found by the Contractor's mechanic during the performance of regular scheduled maintenance.
- (i) Shall annually review the condition and maintenance work completed and associated cost of all the current existing CCWA HVAC equipment and provide a formal written recommendation identifying those pieces of equipment that would be to the advantage of CCWA to replace. The form will allow the Contractor to give the equipment a rating such as good, fair or poor with any notes that will warrant the respective rating. This written recommendation must be completed between November 1st and December 1st of each year with a submission to the Authority no later than December 15th.
- (j) Contractor shall provide all moving parts for the repair / maintenance of the equipment at no additional cost to CCWA under this contract.
- (k) Contractor shall provide inspection and cleaning of evaporator coils on condenser units once per year.

The equipment listed on the Bid Form is assumed to be in maintainable condition. If any equipment is determined not to be maintainable during the initial service inspection or initial seasonal start-up, then CCWA can either correct the deficiencies or delete equipment from this agreement. Contractor should repair or replace those equipment components that fail due to normal wear and tear. The following items are not included in this agreement: piping and valves remote from the units; air ducts and air balancing; electrical equipment remote from the units, shell, tube, or refractory repair; equipment failures due to erosion or corrosion; decorative casings, compressors; equipment painting; coils and heat exchangers; equipment damaged by freezing weather; replacement of

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obsolete parts; and removing, replacing or altering and part of the building systems or structure.

C. Record Keeping

The Contractor shall be responsible for documenting and maintaining detailed maintenance records for each site for all work including scheduled and preventative maintenance and repairs. CCWA must be provided with this documentation every three (3) months. This documentation shall be similar in nature to a "work order" to include but not limited to the site name, address, date, scope of work performed, hours worked, materials used. A copy of this "work order" shall be left with the on-site CCWA representative and a copy must be forwarded within seventy-two (72) hours to the Facilities Supervisor of CCWA.

D. Extra Work

Any additional work requested by the Authority not described in these specifications will be performed by Contractor only after receiving a purchase order (written approval) from the CCWA Maintenance Supervisor or their authorized designee.

F. Additional Equipment

The Authority reserves the right to purchase additional equipment in a competitive manner such as by quote or bid, allowing the Contractor along with other vendors to participate in providing the required equipment. The Authority provides no guarantees to the Contractor in this situation. The Contractor must provide services as specified in this document for any additional equipment that is added during the course of the contract period, whether the installation and equipment was or was not provided by the Contractor. The cost of providing the services as specified in this document for any and all additional equipment shall be negotiated with the Contractor at the time of addition and pro-rated for the period of time remaining for the existing term of the contract.

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4.4 Special Provisions

The Bidder shall provide the necessary insurance and other requirements as per attached "Risk Management Requirements". These requirements must be met and maintained for the entire duration of the contract.

No work will be assigned to subcontractors without the written approval of the CCWA.

Contractor shall make unscheduled repairs within forty-eight (48) hours of notification by the Authority, or as soon as required replacement parts are available.

Contractor shall respond within four (4) to six (6) hours of notification by the Authority, on trouble call-outs.

I have read and understand the scope of work, conditions, and requirements. I also understand, and have provided, all documentation required to be included in this Request for Bid. Omission of any part of the requested documentation may result in the disqualification of the bid by the CCWA.

Company Name of Bidder: _____

Name (Printed): _____

Title: _____

Signed: _____

Date: _____

END OF SECTION