



**REQUEST FOR BIDS**

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

**Bid Number 2018-GS-18**

**July 2018**

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

**Bid Opening:** Tuesday, August 7, 2018 at 3:30 p.m. (local time)  
1600 Battle Creek Road, Morrow, GA 30260

**Non-Mandatory Pre-Bid  
Meeting:** Tuesday, July 24, 2018 at 3:30 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 Various 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 3:30 p.m. (local time)** for Annual Contract for HVAC Repair, Service, and Planned Maintenance for Various 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 3:30 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. Failure on the part of the successful bidder to honor their bid price may result in any action CCWA deems necessary to remedy the situation.

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 3:30 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.

## **Division 1**

## **General Information**

### **Section 2: General Overview**

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.

#### **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](mailto:CCWA_Procurement@ccwa.us) by **3:30 p.m. EST, Thursday, July 26, 2018**. Any and all responses to bidder's 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.

**Division 2****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.

**Division 2****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.

**Division 2****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**

<b>CONTRACTS FOR UP TO \$50,000</b>	<b>CONTRACTS FOR MORE THAN \$50,000</b>
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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. The required items include but are not limited to:

- A. Bid Form – Bidders must submit their completed and signed 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).
- J. Copies of any and all license(s) required to perform the work.
- K. Any other items as required in this RFB including but not limited to these items contained in the instructions to bidders.

**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 Various 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:

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**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	# of Months	ANNUAL COST
<b>J. W. SMITH WPP - 275 Hampton Rd, Hampton, GA 30228</b>								
1	Trane	TSC102A4E0A2K00000000000000D	832100779L	Administration	118332		12	
2	APW McClean	M52-1026-021EH	02160489-4	Administration	111490		12	
3	APW McClean	M52-1026-021EH	02160470-4	Administration	111492		12	
4	APW McClean	M52-1026-021EH	02160472-4	Administration	111491		12	
5	Marvair - Compac 3	AUP36ACD09N3-1000 BI	GN91981	UV	111445		12	
6	Trane	TCD240B300FB	P27102578D	H. Svce Pump	6339		12	
7	Trane	TEH600A4BP0A7MD1A0000 F0H0000N00	C0SA0002S	H. Svce Pump	6339		12	
<b>NTS ADMINISTRATION BUILDING - 1791 Freeman Rd, Jonesboro, GA 30236</b>								
8	MGM Products	NEWRTU TCD/20C	SACA1004	Administration	122757		12	
<b>J.W. SMITH COMMUNITY USE BLDG - 143-B Northbridge Rd, Hampton GA 30228</b>								
9	Trane Condenser	TWR060C100A2	L1156BSFF	Community U.	13394		12	
10	Trane Condenser	TWR036C100A2	L2551EFCF	Community U.	13395		12	
11	Trane Furnace	TW0036C140A1	L094KCG1V	Community U.	13394		12	
<b>J.W. SMITH GATE HOUSE - 143 Northbridge Rd, Hampton, GA 30228</b>								
12	Kenmore	73EX253	703TAQP03700	Gate House	117317		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
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WETLAND CENTER - 2755 Freeman Rd, Hampton, GA 30228								
13	Trane AHU	TWE030C130AD	K17814003	Wetland Ctr.	13059		12	
14	Trane AHU	TWE030C140A1	K16810507	Wetland Ctr.	13059		12	
15	Trane AHU	TWE036C140A1	K23834477	Wetland Ctr.	13059		12	
16	Trane AHU	TWE042C140A1	K18816771	Wetland Ctr.	13059		12	
17	Trane AHU	TWE036C140A1	K25840298	Wetland Ctr.	13059		12	
18	Trane AHU	4TEC3F4881000AA	11738KX1B	Wetland Ctr.	13059		12	
19	Trane AP Condenser	4TWB3048A1000BB	11115S1R4F	Wetland Ctr.	122031		12	
20	Trane AP	TWR030C100A2	K06251509	Wetland Ctr.	13059		12	
21	Trane AP	TWR036C100A1	K275M62CF	Wetland Ctr.	13059		12	
22	Trane AP	TWR036C100A1	K2923B9CF	Wetland Ctr.	13059		12	
23	Trane AP	TWR042C100B0	FK263KPXCF	Wetland Ctr.	13059		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
<b>FOREST PARK SATELLITE OFFICE - 561 Forest Parkway Suite 9, Forest Park, GA 30297</b>								
24	American Standard	4A7B3036D1000AA	11375KP05F	Forest Park Office	122281		12	
25	TRANE (Furnace)	4TXCB036B03HCBA	112754YW5G	Forest Park Office	105444		12	
<b>ATLANTA LIFT STATION - 3968 Gilbert Rd, Forest Park, GA 30288</b>								
26	Wall Mounted	WA611-C-0Z	326M092659412-02	Forest Park Office	123356		12	
<b>SHAMROCK / BLALOCK GATE HOUSE - 2688 Shamrock Rd, Jonesboro, GA 30236</b>								
27	GE	AJK10DFU2	AG833628	Gate House	1139		12	
<b>SHAMROCK / BLALOCK LAKE HOUSE - 2692 Shamrock Lake Rd, Jonesboro, GA 30236</b>								
28	Bryant Condenser	697BN030-B	2.59E+216	Lake House	11353		12	
<b>SHAMROCK / BLALOCK COMMUNITY USE BLDG - 2610 Shamrock Rd, Jonesboro, GA 30236</b>								
29	Carrier (AC)	25HBR318A330	1707E31610	Community U.	117290		12	
30	Carrier (AC)	25HBR360A310	2307E09528	Community U.	117288		12	
31	Carrier (AC)	25HBR360A310	1707E19352	Community U.	117287		12	
32	Carrier (AC)	25HBR348A300	2306E19128	Community U.	10347		12	
33	Carrier (AC)	25HBR318A330	1707E31608	Community U.	117289		12	
34	Carrier (AC)	25HBR348A320	1607E45324	Community U.	116250		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
35	Carrier (Furnace)	FM4DNF048	1107A87676	Community U.	10347		12	
36	Carrier (Furnace)	FAYCNF018	3107A73573	Community U.	117294		12	
37	Carrier (Furnace)	FA4CNF018	3107A73572	Community U.	117293		12	
38	Carrier (Furnace)	FC4DNF060	0807A81822	Community U.	117291		12	
39	Carrier (Furnace)	FC4DNF060	0807A81820	Community U.	117292		12	
<b>CHECK-IN STORAGE - 3117 Freeman Rd, Hampton, GA 30228</b>								
40	Rheem Classic (AC)	RPMC-024JA2	6304-M1301-12010	Check- In Storage	117751		12	
<b>REEVES CREEK STATION - 300 Speer Rd, Stockbridge, GA 30281</b>								
41	Carrier	FB4BNF042	2105A69508	Reeves Creek Lift Station	113254		12	
<b>SHOAL CREEK WRP - 301 Hampton Rd, Hampton, GA 30228</b>								
42	Trane	TCD150B4000HB	605100830D	Administration	113914		12	
43	Lennox HS Series 3 ton	D4CE060A46A	5805C14041	Dewatering	113493		12	
44	Ind. Commercial Equip. Outside Air Unit	BMAE-90HBR	05-202559-1-1	Dewatering	113495		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
<b>R.L. JACKSON PUMP STATION - 9740 Thomas Rd, Jonesboro, GA 30238</b>								
45	American Standard (Condenser - Unit A)	TTA240E400AA	14425U0RTA	Electrical	124415		12	
46	American Standard (Air Handler)	TWE240E400BB	144355UHWA	Electrical	124434		12	
47	American Standard (Elect Condenser - Unit B)	TTA240E400AA	14344E1TA	Electrical	124416		12	
48	American Standard (Air Handler B)	TWE240E400BB	14393L6XWA	Electrical	124436		12	
<b>STORMWATER MAINTENANCE - 7314 Southlake Parkway, Morrow, GA 30260</b>								
49	Trane (Furnace)	4TEC3F48B1000AA	9185YBY2V	A	115593		12	
50	Trane (Furnace)	4TEC3F60B1000AA	923175L2V	A	115593		12	
51	Trane Condenser	4TWA3048A3000AA	92412562F	A	118872		12	
52	Trane Condenser	4TWA3060A3000AA	92653F42F	A	118871		12	
53	Trane	TWRO240100AO	130SE42376	B	119936		12	
54	Trane (Furnace)	TWEO3OC140AO	HO8234177	B	119936		12	
<b>W. B. CASEY WRP - 688 Flint River Rd, Jonesboro, GA 30238</b>								
55	Trane Series R	RTAA0704XN01A3D0BGHN	U03G01432	Administration	109563		12	
56	Bell-Gosse #ITT Ind	AD79A	CP8618-02D30	Administration	109564		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
57	Bell-Gosse #ITT Ind	AD79A	CP8618-01D30	Administration	109565		12	
58	Trane M Series	MCCB012UA0C08UA	K03J24032A	East Mechanical Room	109504		12	
59	Trane E Series Heater and Air Handler	EHOW122-1721-2	200271	Chemical Feed	107837		12	
60	Trane	MCCB017UA0C0UA	K03G02232A	Lab Mechanical North	109503		12	
61	Trane T Series	TWE-180B400CA	32320ARGH	Main Electrical	107507		12	
62	Trane T Series	2WE090A3000A	3232N125H	Clarifier Electrical	107511		12	
63	Trane T Series	TTA090A400EA	31635D3AD	Clarifier Electrical	105965		12	
64	Trane T Series	TTA180B400EA	2295J7HAD	Main Electrical	107509		12	
65	Trane R Series	TWE240B400CA	3215KXM6H	Raw Pump Station	107510		12	
66	Trane T Series (Condenser)	TTA240B400EA	3232P8CAD	Raw Pump Station	104689		12	
<b>DISTRIBUTION &amp; CONVEYANCE, AND GENERAL SERVICES - 7340 Southlake Parkway, Morrow, GA 30260</b>								
67	Trane	TWE0306140A0	J06859340	D&C A	122178		12	
68	Trane	TTR024C100A1	J05232042	D&C A	14936		12	
69	Trane	TTR024C100A1	J05232042	Fleet Maint -A	122157		12	
70	Trane (Furnace)	TWE0306140A0	J06859340	Fleet Maint -A	12285		12	
71	Trane	TCD150D40CBB	727100639D	Warehouse -B	116346		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
72	Lennox	13ACD-030-230-05	5808F44791	Warehouse -B	122275		12	
73	Carrier (Furnace)	CNPVP3014ATAABAA	300307X35189	D&C - C	118517		12	
74	Carrier	TXC030C4HPC0	R2446MF5G	D&C - C	17388		12	
75	Trane (Condenser)	TTB030C100A2	R254WARBF	D&C - C	122175		12	
76	Trane	TTB024C100A2	R303MKDBF	D&C - C	122177		12	
77	Carrier	24ABA330A320	3307E21858	D&C - C	122174		12	
78	Goodman/Honeywell	GMPN120	9802604726	GS - C - Garage	115647		12	
79	Sterling (Heaters)	TSUE-TF12SA1NSA11	B05549042006 005	(Storage - D)	115644		12	
80	Sterling (Heaters)	TS0E-TF125A1NSA11	D05560923001 011	(Storage - D)	115645		12	
<b>PELLETIZING - 8890 Roberts Rd, Jonesboro, GA 30238</b>								
81	Trane (Condenser)	4TWB3036C1000AA	14136TRRBF	Operations Office/Lab	124331		12	
82	Trane (Air Handler)	TEM3A0B36531SAA	14124KN82V	Operations Office/Lab	124329		12	
83	Trane (Condenser)	4TWB3024D1000AA	14195T5P4F	Break Room	124332		12	
84	Trane (Furnace)	CB260H-024-R-2304	6006F16036	Shop Office	124329		12	
85	Trane (Air Handler)	TEM3A0B365315AA	14124KN82V	Break Room	121771		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
<b>GENERAL SERVICES - 8890 Roberts Rd, Jonesboro, GA 30238</b>								
86	Trane	VCCACO8CO130G701200000 3EC100FD0000000	K17H63071	New GS Maint. Building			12	
87	Trane	TTA180H400AA	17264C8FTA	New GS Maint. Building			12	
88	Trane	UCCAC10COBOGZ01200000 3ECT00FD0000000	K17H63072	New GS Maint. Building			12	
89	Trane	TTA180H400AA	17264C21TA	New GS Maint. Building			12	
90	Carrier	25HCB324A300	3908E01970	Facilities Maintenance	116610		12	
91	Carrier (Furnace)	FY4ANF024	3808A68239	Facilities Maintenance	117138		12	
92	Carrier	25HCB324A300	3908E07849	Grounds Maintenance	118575		12	
93	Carrier (Furnace)	FY4ANF024	3808A68245	Grounds Maintenance	111538		12	
94	Trane R Series	TWE240B400CA	3215KXM6H	Raw Pump Station	118574		12	
95	Trane T Series (Condenser)	TTA240B400EA	F3232P8CAB	Raw Pump Station	110781		12	
<b>W.J. HOOPER HOUSE # 2 - 55 Oakdale Dr., Stockbridge, GA 30281</b>								
96	Trane	TTR036C100A2	L2538GRAF	W.J. Hooper WPP House #2	13136		12	
97	Carrier (Furnace)	V1042	383230	W.J. Hooper WPP House #2	123141		12	



**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
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NORTHEAST WRP - 6900 Old Macon Highway, Rex, GA 30273								
98	Trane (Air Handler #1)	2TEC3F30A1000AA	6212UEY2V	Admin Conf R	119498		12	
99	Trane (Condenser #1)	2TTA0030A3000AA	61042W73F	Admin Conf R	119548		12	
100	Trane (Air Handler #2)	2TECF36A1000AA	621353A2V	Administration	119520		12	
101	Trane (Condenser #2)	2TEC3F36A1000AA	621353A2V	Administration	119502		12	
102	Trane (Air Handler #3)	2TEC3F18A1000AA	617SUAP2V	Admin Ops Control Room	119505		12	
103	Trane (Condenser #3)	2TTB3018A100AA	60947G55F	Admin Ops Control Room	119523		12	
104	Trane (Air Handler #4)	2TEC3F24A100AA	6172BTD1V	Administration Break Room	119507		12	
105	Trane (Condenser #4)	2TTB3024A1000AA	6041Y88SF	Administration Break Room	119528		12	
106	Addison H Series (Air Handler #5)	HCA101DD7C4G	1.41002E+11	Administration Lab	119511		12	
107	Addison H Series (Condenser #5)	RCA11003E	0611R1701001	Administration Lab	124418		12	
108	Trane (Air Handler #6)	TWE090B300EL	6112PJABD	Administration Lab	119514		12	
109	Trane (Air Handler #7)	TWE090B300GL	6112RKHBD	Administration Lab	119518		12	
110	Trane (Condenser #6A)	2TTA3030A4000AA	6093S903F	Administration Electrical Room	119535		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
111	Trane (Condenser #6B)	2TTA3030A4000AA	5466WB03F	Administration Electrical Room	119538		12	
112	Trane (Condenser #7A)	2TTA3030A4000AA	6093S5T3F	Administration Electrical Room	119541		12	
113	Trane (Condenser #7B)	2TTA3030A4000AA	5466WCY3F	Administration Electrical Room	119538		12	
114	Trane	TTA090A400FA	611660CEAD	Northeast Electrical Room	119307		12	
115	Trane (Air Handler)	TWE090A300EL	6112JNEBD	Northeast Electrical Room	119308		12	
116	Trane	2TTA0072A4000AA	602372K2F	Southwest Electrical	119140		12	
117	Trane (Air Handler)		6106L2FAD	Southwest Electrical	119134		12	
118	Trane		6121R98D	Southwest Electrical	119181		12	
119	Trane (Air Handler)		6114MHGAD	Southwest Electrical	119182		12	
120	Trane (Air Handler)	TWE180B400EL	6121ME8HD	Chemical Feed	119250		12	
121	Trane	TTA108B400FA	611SL2FA	Chemical Feed	119767		12	
122	Carrier	S0TM-008-A601	3707GL30660	Solids Handling Spare Parts Room	117754		12	
123	Carrier	24ABR324A320	460TE022474	Solids Handling Ops Office	117755		12	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

#	BRAND	MODEL	SERIAL	BUILDING	Asset #	MONTHLY COST	# of Months	ANNUAL COST
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<b>MORROW PUMP STATION - 6340 S Lee St, Morrow GA 30260</b>								
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124	Wall Mounted Package (Unit #2 Northwest Side)	W60A1-C00XPXXE	326N12296773 35-02	Main	124076		12	
125	Wall Mounted Package (Unit #1 Eastside)	W60A1-C00XPXXE	326N12296773 6-02	Main	124074		12	

<b>TOTAL ANNUAL BID AMOUNT (Add items 1-125 above)</b>						<b>\$</b>		
--	--	--	--	--	--	-----------	--	--

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) \_\_\_\_\_

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 digits 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 digits 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 Clayton County, the City of Atlanta, DeKalb County, or the Georgia Department of Transportation, 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](mailto:ccwa_slbe_program@ccwa.us) for more information on CCWA's SLBE Program or visit our website at [www.ccwa.us](http://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 \_\_\_\_\_, 20\_\_\_\_, for **Annual Contract for HVAC Repair, Service, and Planned Maintenance for Various 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 for HVAC Repair, Service, and Planned Maintenance for Various 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 **1<sup>st</sup> 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 goods, or (iii) have the defective items corrected or replaced at the Contractor's

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

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 schedule urgency requires that the defect or defects be corrected by the

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

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 connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

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 from the Authority specifying such failure.
  - (b) In the event the Authority terminates this Agreement in whole or in part as



## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

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.

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

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

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.

**Division 3**

**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 Various 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**

## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

#### **4.1 General Work Overview**

Clayton County Water Authority has 22 facilities that currently have heating and/or air conditioning (HVAC) equipment of various manufacturer brands, sizes, styles, and ages. These facilities are located throughout Clayton and Henry Counties, but mostly in Clayton County.

For description of all equipment located at the above-referenced facilities, please refer to pages 2-4.2 through 2-4.12 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 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

## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

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 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.



## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

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, with the exception of the Pelletizing facility. Pelletizing facility requires regularly scheduled maintenance to be performed once a month.

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.

- (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

## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

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.
- (f) Shall replace air filters with two inch (2") pleated MERV rating filters monthly at the North Mechanical Room of the W.B. Casey Facility, and at the Pelletizing operation office; every two (2) months on all commercial properties; and with one inch (1") pleated filters every six (6) months at all residential properties.

## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

- (g) 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.
- (h) 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 1<sup>st</sup> and December 1<sup>st</sup> of each year with a submission to the Authority no later than December 15<sup>th</sup>.
- (i) Contractor shall provide all moving parts for the repair / maintenance of the equipment at no additional cost to CCWA under this contract.
- (j) 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 the service 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 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

## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

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.

**Division 4**

**Specifications**

**Section 1: General Requirements**

**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**