



August 07, 2019

**INVITATION TO BID
BL089-19**

Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Law Enforcement Duty Gear on an Annual Contract** with four (4) options to renew for various Gwinnett County Departments.

Bids should be typed or submitted in ink and returned to the Attention of Lindsey Gravitt, Purchasing Associate II. Bids should be received by 3:00 P.M. **Wednesday, August 28, 2019** by email at lindsey.gravitt@gwinnettcountry.com, fax (770-822-8728) or sent to the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046.

Questions regarding bids should be directed to Lindsey Gravitt, Purchasing Associate II at lindsey.gravitt@gwinnettcountry.com or by calling 770-822-7833 no later than **August 16, 2019**. Bids are legal and binding upon the bidder when submitted.

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

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

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

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

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

Lindsey Gravitt
Purchasing Associate II

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

Bid Schedule, Pages 4-11
References, Page 12



Proud Winner of the Annual *Achievement of Excellence Award* in Procurement since 1999

SPECIFICATIONS

A. **SAMPLES**

Gwinnett County reserves the right to request samples. Samples when requested should be submitted within 7 calendar days of request. Samples must be furnished at supplier's expense within the time specified by the County. Samples will be returned to the supplier at the supplier's request and expense if items are not destroyed by testing. Each sample must be labeled with supplier's name, item number as indicated on the Bid Schedule, and bid number. All products must be identified by brand (manufacturer) and code number. Samples requested but not supplied may result in rejection of that item as non-responsive.

B. **SOLE SOURCE PRODUCTS**

Substitutes will NOT be accepted on line items where a manufacturer is already listed in the "Manuf. & No." column of the bid schedule. These items have been approved as 'sole source' after completing a rigorous approval process. Therefore, suppliers are to bid exact item requested.

C. **EQUIVALENT PRODUCTS**

1. Where equivalent products are allowed, it is the supplier's responsibility to prove that the equivalent products bid are equal or exceed the quality level of the product(s) specified.
2. Gwinnett County shall be the sole determinant of acceptability of equivalents.
3. Suppliers should submit the product identification, including manufacturer's name and address as part of the bid document.
4. Suppliers submit manufacturer's literature, including product description, performance and test data and reference standards should be provided as part of bid document.
5. Suppliers should submit a side-by-side comparison of proposed alternates with specified product.

D. **REFERENCES**

Submit three (3) references where you have provided similar products to entities of the same size as Gwinnett County.

E. **ORDERING**

1. Orders will be placed by departments on an "as needed" basis; therefore orders are to be filled regardless of quantity and/or dollar amount
2. Quantities are approximate annual quantities.
3. All orders to be delivered or picked up will require a purchase order number. Orders provided without a purchase order number are not considered to be authorized purchases and may be subject to non-payment of invoice.
4. A packing slip must accompany all shipments.
5. A Gwinnett County representative will notify supplier of all shipments received in error. Upon notification, supplier must issue Return Merchandise Authorization to Gwinnett County, and shipment shall be returned at no charge to Gwinnett County.

F. **DELIVERY**

All products shall be delivered to the designated location by the supplier specified delivery time on the bid schedule to avoid penalties. **Unit prices bid for each item must include shipping, delivery and handling charges. Additional charges will NOT be paid.**

Corrections – C/O Fire Services
450 Hosea Road
Lawrenceville, GA 30043

Police Services
770 Hi-Hope Road
Lawrenceville, GA 30043

Sheriff's Office
2900 University Pkwy
Lawrenceville, GA 30046

G. **TERMINATION FOR CAUSE**

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

H. TERMINATION FOR CONVENIENCE

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

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.

BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY DAYS A.R.O.	UNIT PRICE	TOTAL PRICE
Section A - Police						
1	200 EA	Police gun belt, basket weave <i>without buckle</i>				
2	115 EA	Laminate handcuff case, basket weave, hidden snaps				
3	160 EA	Laminate belt keepers, set of 4 basket weave, hidden snaps				
4	125 EA	Laminate black glove pouch, basket weave				
5	215 EA	Laminate black basket weave trouser inner belt without buckle, Sizes 24-58				
6	70 EA	Safariland model #7390 ALS Duty holster or equivalent for Glock 17 equipped with a Streamlight TRL1-HL weaponlight, STX black basket weave finish with ALS Guard part #6006 installed, NO Hood Guard				
7	70 EA	Safariland model 79 or equivalent, open top, Double magazine pouch, STX black basket weave, for Glock 17				
8	70 EA	Safariland model #7378 ALS or equivalent Detective holster for Glock 17 equipped with a Streamlight TRL1-HL weaponlight, plain black finish, with ALS Guard part #6006 installed, but no Hood Guard, and paddle/belt loop combo				
9	120 EA	26" expandable baton with foam handle, F26C silver/chrome				
10	200 EA	Scabbard side break for 26" baton black, basket weave or ballistic weave				
11	100 EA	Police Radio Holders. Triple K manufacturing, Model #252 or equivalent, Dual Ear Snaps, Basket Weave, Black				

COMPANY NAME _____

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BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY DAYS A.R.O.	UNIT PRICE	TOTAL PRICE
12	100	Police Flashlights Maglite ML50L 3-Cell C LED Flashlight or equivalent				
13	125	Police Badges, Blackinton B-897, Finish: Rhodium on Gold , Enamel Type: Hard, Enamel Strike Solid: No, Lettering Font: Roman Blue, Top Panel: To reflect appropriate rank in ALL CAPS, Top Middle Panel: Gwinnett County, Seal Style: Georgia, Bottom Middle Panel: Police, Bottom Panel: GA, Attachment: Safety Catch , Text Separator: None	Sole Source - Blackinton B-897 no equivalents accepted			
14	10	Police Badges, Blackinton B-897, Finish: Rhodium on Gold , Enamel Type: Hard, Enamel Strike Solid: No, Lettering Font: Roman Blue, Top Panel: To reflect appropriate rank in ALL CAPS, Top Middle Panel: Gwinnett County, Seal Style: Georgia, Bottom Middle Panel: Police, Bottom Panel: GA, Attachment: Wallet Clip , Text Separator: None	Sole Source - Blackinton B-897 no equivalents accepted			
15	20	Criminal Investigations Section Badges, Blackinton B-897, Finish: Hi-Glo , Enamel Type: Hard, Enamel Strike Solid: No, Lettering Font: Roman Blue, Top Panel: To reflect appropriate rank in ALL CAPS, Top Middle Panel: Gwinnett County, Seal Style: Georgia, Bottom Middle Panel: Police, Bottom Panel: GA, Attachment: Wallet Clip , Text Separator: None	Sole Source - Blackinton B-897 no equivalents accepted			

COMPANY NAME _____

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BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY DAYS A.R.O.	UNIT PRICE	TOTAL PRICE
16	20	Criminal Investigations Section (CIS) Badges, Blackinton B-897, Finish: Hi-Glo , Enamel Type: Hard, Enamel Strike Solid: No, Lettering Font: Roman Blue, Top Panel: To reflect appropriate rank in ALL CAPS, Top Middle Panel: Gwinnett County, Seal Style: Georgia, Bottom Middle Panel: Police, Bottom Panel: SIS , Attachment: Wallet Clip , Text Separator: None	Sole Source - Blackinton B-897 no equivalents accepted			
17	20	Office of Professional Standards (OPS) Badges, Blackinton B-897, Finish: Hi-Glo , Enamel Type: Hard, Enamel Strike Solid: No, Lettering Font: Roman Blue, Top Panel: To reflect appropriate rank in ALL CAPS, Top Middle Panel: Gwinnett County, Seal Style: Georgia, Bottom Middle Panel: Police, Bottom Panel: OPS , Attachment: Wallet Clip , Text Separator: None	Sole Source - Blackinton B-897 no equivalents accepted			
Section A – Police Total					\$	

COMPANY NAME _____

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BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY DAYS A.R.O.	UNIT PRICE	TOTAL PRICE
Section B - Sheriff						
1	50	26" expandable baton with foam handle, F26C silver/chrome				
2	50	Scabbard side break for 26" baton black, basket weave or ballistic weave				
3	500	Handcuffs, buff nickel finish				
4	75	Leg irons oversized, Smith & Wesson Model 1900 or equivalent				
5	75	Belly chains, Hiatt Model 7077 or equivalent				
6	75	Nametags, silver or gold polished finish, clutch backing, ½"H X 2 ¼"W, personalized engraving. Blackinton J5 or equivalent				
7	500	Duty Belt - 5.11 Tactical Sierra Bravo Duty Belt Kit, Item #59505, Includes Inner Belt And 4 Belt Keepers, Or Equivalent, Water And Weather Resistant, Molle/5.11 Slickstick Compatible, 1680d Nylon, Dual Retention Belt Keepers, Prym Snaps, Duraflex Hardware, 1.63" Inner Belt Sizes S - 4xl				
8	50	Belt Keepers - 5.11 Tactical Sierra Bravo 2 1/4" Belt Keepers, Item # 59508 Or Equivalent, 1680d Nylon Construction, Compression Molded, Abrasion Resistant, Reinforced High Density Interior, Low Rattle Design, Standard Law Enforcement Utility Format, 6 1/4"H X 17"L X 13"W				
9	500	Double Magazine Pouch - Safariland 79 Slimline Open-Top Item #79-83-13 Or Equivalent, No Flap, Vertical Belt Slots, Plain Black				

COMPANY NAME _____

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BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY DAYS A.R.O.	UNIT PRICE	TOTAL PRICE
10	500	Handcuff Case - Safariland Item #1121721 Or Equivalent, Plain Black Finish, Top Flap, Sized For Chained/Hinged Handcuffs, Black Snap, Constructed Of SafariLaminate Material, Designed For 2.25" Duty Belts, Belt Loop Mount				
11	500	Handcuff Case - Safariland Item #1121189 Or Equivalent, Plain Black Finish, Top Flap, Sized For Chained/Hinged Handcuffs, Black Snap, Constructed Of SafariLaminate Material, Designed For 2.25" Duty Belts, Belt Loop Mount				
12	500	Glove Pouch - Safariland Item #1098979 Or Equivalent, Can Hold Up To 3 Pair Of Gloves, Hook And Loop Closure, Designed For 2.25" Duty Belts, Plain Black, Belt Loop Mount				
13	500	Aerosol Chemical Agent Case - Safariland Item #1121714 Or Equivalent, STX Plain Black Finish, Black Snap, Belt Loop Mount, Constructed Of SafariLaminate Hardshell STX Material, Designed For 2.25" Duty Belts				
14	500	Flashlight - Streamlight Pro Tac HI-X Dual Fuel High Performance Tactical Light With Holster Black Boxed Item #880189 Or Equivalent, Black, Ten-Tap Programming To Allow User Selectable Programs, C4 Led Illumination Output And Run Times, Minimum Of 65 Lumens Up To Maximum Of 1,000 Lumens, 27,100 Candela, 330m Beam, Runs 1.25 Hours, Anodized Aluminum Construction, Unbreakable Pocket Clip, Anti-Roll Head, Includes Two Cr123a Lithium Batteries And Nylon Holder				

COMPANY NAME _____

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BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY DAYS A.R.O.	UNIT PRICE	TOTAL PRICE
15	500	Flashlight Case - Streamlight Tactical Flashlight Holster Item #88051 Or Equivalent, Spring Loaded Interior Wall, Designed For Duty Belts Up To 2.25", Measures 1 3/4"H X 5 1/2"W X 9 1/2"L				
16	100	Body Armor Outer Carrier - Point Blank International Item # 043019-1 Or Equivalent, Black, Removable "Sheriff" Id Patches, Top Loading Plate Pocket, Elastic Stretch Side Closure, Internal Cummerbund For Adjustability, Synch Adjusting Shoulder Straps Side Opening Design With Ballistic Overlap, Front And Back Id Panel Attachment Area, Back To Front Adjustable Side Opening, Reinforced "Man Down" Strap, Mic Tabs On Each Shoulder, Available In Laser Cut, Available In Black, Coyote, Od Green, Ranger Green And Multi-Cam.				
17	500	Hinged Handcuffs - Smith & Wesson Universal Hinged Handcuffs Item #350133 Or Equivalent, Double Lock Slot Configuration, Push-Pin Double Locking Mechanism, Open 25% Larger And Close 25% Smaller				
18	500	Tourniquet - North American Rescue Cat Combat Application Tourniquet Nsn#6515-01-521-7976 Or Equivalent, Gen6 Version, 1 1/2" Constricting Band For Increased Pressure and patent Comfort, Nar's Red Tip Technology With A Red Elliptical Tip To Assist User In Locating And Threading During Application, Reinforced Windlass Clip And High Visibility Security Tab Includes A Writable Area To Record The Time Of Application.				

COMPANY NAME _____

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BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY DAYS A.R.O.	UNIT PRICE	TOTAL PRICE
19	500	Tourniquet Case - Rigid Tourniquet Case For Cat Tourniquet With Molle Clip, Fits Nar C-A-T Tourniquet, Hard sided Case, Can Be Worn On Duty Belt And Molle/Pals Compatible Vest, Injection Molded Nylon Case To Stand Up To Rugged Law Enforcement And Military Usage, Drainage Hole At The Bottom Of The Case, Textured Front Panel, Black With Cross Emblem, Multiple Mounting Positions Including Vertically, Horizontally Or Inverted, Dimensions Of 5"L X 2.5"W X 2.25"H.				
20	500	Radio Holders - Black Point Or Equivalent, Black, Tek-Lok Hardware, Full Kydex Coverage And Pouch Design, Self Contained Adjustable And Multiple Levels Of Retention, Attachment Points Molded Into Both Sides Of The Pouch, Covered By Accessible Mic Button				
21	100	Left Hand Duty Holster - Safariland Model 6390rds-832-132 Mid-Ride Level I Retention Duty Holster Or Equivalent, Hardshell STX Material, STX Tactical Finish, Designed For Firearms With Red Dot Sights Mounted To Them, Features A Low-Ride Belt Loop That Is 1.5" Lower Than Standard, Rides Close To The Body, Suede Lining.				
22	250	Right Hand Duty Holster - Safariland Model 6390rds-832-131 Mid-Ride Level I Retention Duty Holster Or Equivalent, Hardshell STX Material, STX Tactical Finish, Designed For Firearms With Red Dot Sights Mounted To Them, Features A Low-Ride Belt Loop That Is 1.5" Lower Than Standard, Rides Close To The Body, Suede Lining.				
Section B – Sheriff Total					\$	

COMPANY NAME _____

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REFERENCES

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

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

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____

*****ATTENTION*****

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

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

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

I. PREPARATION OF BIDS

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

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

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

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

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

V. WITHDRAWAL OF BID DUE TO ERRORS

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

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies

owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and

equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

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

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

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

federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

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

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

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

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

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

1. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
2. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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

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

Buyer Initials: LG

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE