



August 14, 2019

INVITATION TO BID  
BL095-19

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Meat, Cheese, Fish and Poultry on an Annual Contract** with two (2) options to renew for Various Gwinnett County Departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **September 05, 2019** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

Questions regarding bids should be directed to Lindsey Gravitt, Purchasing Associate II, at [lindsey.gravitt@gwinnettcountry.com](mailto:lindsey.gravitt@gwinnettcountry.com) or by calling 770-822-7833, **no later than August 26, 2019**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful service provider will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to 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(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

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

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

Lindsey Gravitt  
Purchasing Associate II

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

Bid Schedule, Pages 7-21  
References, Page 22  
Code of Ethics, Page 25



## REQUIREMENTS & SPECIFICATIONS

### I. GENERAL REQUIREMENTS

- A. **Any supplier submitting a “qualified” bid may be deemed non-responsive. Qualifying a bid can be, but is not limited to, all or none offers and/or minimum order or delivery requirements. If awarded and vendor qualifies orders, we reserve the right to purchase off contract and/or terminate the contract.**
- B. On the Bid Schedule, the vendor shall complete for each line item the column “State in Detail your Packaging”. For example, state the weight of each portion of meat, how many pounds per box and the number of boxes per case.
- C. During the term of the contract, if the successful vendor is unable to supply any products or is providing products below required specifications, Gwinnett County reserves the right to terminate the contract and/or purchase the items off contract. See the attached General Instructions for Bidders, Terms and Conditions, XII, Delivery Failures.
- D. The County reserves the right to make “special” or “opportunity buys” as deemed in its best interest. If such purchases are made, the price of the product will be less than the prices stated in the successful vendors bid.
- E. The County requires that all invoicing against this contract reflect the bid number and items ordered from this contract must be invoiced separately from those ordered which is not a part of this contract. Invoices for this bid may not be combined with other contracts or purchases.
- F. The successful vendor will be required to submit a Certificate of Insurance to the County per the attached Standard Insurance requirements.

### II. FOOD STANDARDS

- A. All meat products must meet inspection standards established by the Georgia Department of Agriculture and the U.S.D.A.
- B. Ground Beef/Beef Patties shall be 80% boneless U.S.D.A. Choice or better. Frozen fresh, chilled carcasses. Must have 50% primal beef cuts. The remaining 50% or less may consist of trimmed flanks, briskets or shanks. The prepared beef must be thoroughly blended before the final grinding with the 20% fat uniformly distributed. Ground beef must be free from the bone, cone silvers, cartilage back strap, fibrous tissues, serous membranes, major blood vessels and heavy internal and external connective tissue, cheek meat, head meat, de-fatted chopped beef tissue, beef hearts, and free of blood clots. Ground beef must be in sealed packages.
- C. All meat delivered will be under state sanitary conditions. All meat shall show no evidence of defrosting, freezer burn or mishandling and shall be in excellent condition at the time of delivery or will be returned at no charge to the County.
- D. All beef must be U.S.D.A. Choice or better, Pork to be U.S.D.A. #1 or better. (All beef or pork should be tender with a minimum of fat). All meat products shall be domestic. All chickens shall be frozen fresh,

unless otherwise submitted as part of the bid package.

- E. Product labels or package wrap and nutritional analysis sheets should be submitted as part of bid package.
- F. Portions stated under Description on Bid Schedule are minimum requirements. Do not bid any product not meeting minimum requirements; to do so may result in rejection of bid.

### **III. EQUIVALENT/ALTERNATE PRODUCTS**

- A. Equivalent/alternate products may be bid on items where brand name is specified, provided the quality, grade and/or performance of the proposed meets or exceeds the specifications as indicated within the bid specifications for each item. Samples of alternate products shall be provided upon request as indicated below.

The following should be provided with the bid documents for all alternate/equivalent items bid:

- i. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.
- ii. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.
- iii. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.
- iv. Supplier will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the bid documents.

### **IV. SAMPLES**

- A. The County reserves the right to request samples of any/all items indicated on the bid schedule. Samples should be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Bid Schedule, and the bid number. Each sample must have a minimum of five (5) servings in order to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.
  - i. All samples used for evaluation purposes must be the same product that will be provided to the user departments and is indicated as such on the bid schedule. Any deviation in the product supplied without prior County approval will result in possible rejection and/or cancellation of order.
  - ii. Quality, grade and freshness will be taken into consideration when comparing equivalents.
  - iii. Samples will not be returned after the evaluation.

### **V. EVALUATION OF SAMPLES**

- A. Requested sample products will be evaluated and graded by the user departments. The categories of evaluation will consist of the following: aroma, appearance, color, texture, tenderness and flavor.

- i. A rating scale of one to five (1-5) will be used as follows:  
1=unacceptable, 2=poor, 3=fair, 4= good and 5=excellent.
- ii. The evaluation of samples will be taken into consideration for award.

**VI. ORDERS**

- A. Orders will be placed directly with the successful supplier by the individual user departments on an **“as needed”** basis. Quantities are approximate annual quantities. **Orders are to be filled regardless of quantity and/or dollar amount.** All orders must be accompanied with a packing slip and all orders shipped in error, are to be returned or picked up within five (5) business days of notification.
- B. The County requires that all invoicing against this contract reflect the bid number and items ordered from this contract must be invoiced separately from those ordered which is not a part of this contract. Invoices for this bid may not be combined with other contracts or purchases.
- C. All products delivered to the County under the terms of this contract are subject to inspection a verification of compliance with the bid specifications. Any and all non-compliance will be documented by County personnel and may have a negative impact on the vendor’s current contract including but not limited to: vendor being obligated to replace the product(s) in question, rejection of the shipment, cancellation of the purchase order, termination of the contract, and could negatively impact future awards.

**VII. DELIVERY**

- A. Delivery will be F.O.B. Destination, **inside delivery required**, to the following locations:

**GWINNETT COUNTY COMPREHENSIVE CORRECTIONAL COMPLEX**

750 HI-HOPE ROAD  
LAWRENCEVILLE, GA 30043  
CONTACT: CHOICE COBB  
PHONE: 678-407-6028  
DELIVERY TIME: MONDAY-FRIDAY 8:30 A.M. TO 2:00 P.M.

**GWINNETT COUNTY PRE-TRIAL DETENTION CENTER**

2900 UNIVERSITY PARKWAY  
LAWRENCEVILLE, GA 30043  
CONTACT: CARL BERESFORD  
PHONE: 770-619-6417  
DELIVERY TIME: MONDAY-FRIDAY 6:30 A.M. TO 3:30 P.M.

**GWINNETT SENIOR SERVICES CENTER**

567 SWANSON DRIVE  
LAWRENCEVILLE, GA 30043  
CONTACT: STEVEN NELLY  
PHONE: 678-277-0973  
DELIVERY TIME: MONDAY-FRIDAY 6:00 A.M. TO 2:00 P.M.

- B. Departments will place orders directly with the successful vendor. Deliveries shall be scheduled through each department.
- C. **Delivery Time A.R.O.:** Indicate on the attached bid schedule for each item, the number of calendar days required for delivery, after receipt of order and all pertinent information necessary from Gwinnett County. **Your delivery A.R.O. should not exceed 72 hours.** The Senior Center usually orders for NEXT DAY DELIVERY. **Successful vendor must be able to provide NEXT DAY DELIVERY when requested.** Accurate delivery times must be stated in the bid. Delivery time may be considered when determining award.
- D. The Gwinnett Senior Services Center and the Correctional Complex can accommodate up to a 48' trailer. Vendor must be able to make deliveries without causing damage to Gwinnett County property. If necessary, vendor will need to have a hand truck or other means available to deliver goods to this facility.
- E. Item(s) shall be shipped **F.O.B. Destination.** The seller shall retain the 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. The seller assumes transportation and related charges whether by payment or allowance.

#### **VIII. SUBSTITUTIONS**

- A. Substitutions may be accepted **only** if the product quality is equal to or exceeds the current product specifications that were originally bid and is approved by the user department(s) prior to submitting the substituted item. Gwinnett County shall be the sole determinant of acceptability of substitutions. Item delivered without authorization will be rejected.  

Gwinnett County reserves the right to purchase outside of this contract and the price difference will be charged to the vendor if item quoted is not available when needed.
- B. If providing an approved substitution, pricing, delivery, quantity/packaging and invoicing must remain the same as the item originally bid/indicated on the successful supplier(s) bid documents.

#### **IX. REFERENCES**

A minimum of three (3) references where this similar size and scope of work has been completed should be listed on the attached reference sheet and returned as part of the bid submittal.

#### **X. AWARD**

Gwinnett County reserves the right to award this bid by line item, section, and/or to the overall low supplier who bids on a majority of items. The County reserves the right to reject any or all bids, to waive technicalities and to make an award as deemed in its best interest.

**EXAMPLE:**

ITEM ITEM #	DESCRIPTION	APPROX. ANNUAL QTY	BRAND NAME & MFG. #	SIZE BIDDING/ QTY/CASE	VENDOR PRODUCT CODE	DELIVERY A.R.O.	LOWEST UNIT OF MEASURE PRICE PER/	UNIT PRICE PER CASE/BOX/BAG ETC.	TOTAL PRICE
1.	Beef Patties	7,175 lbs	Armour	10 lbs/box	12345	24 hours	\$.9900/lb	\$9.90 per box	\$7,103.25

- To find the "Lowest Unit of Measure": ( $\$9.90/\text{box} \div 10 \text{ lbs} = .9900/\text{lb}$ )

**NOTE:** IN ORDER TO COMPARE BID PRICES LOWEST UNIT OF MEASURE **MUST BE ROUNDED TO THE FOURTH DECIMAL PLACE.** The cost of lowest unit of measure (i.e. cost per lb.) will be evaluated and used to determine the awarded bidder.

- To find the "Total Price":  $\$0.99 \times 7,175 \text{ lbs (approximate quantity)} = \$7,103.25$

The total price is determined by multiplying the cost per lb. by the approx. annual qty.

**NOTE:** THE PRICE PER CASE/BOX/BAG ETC. **MUST BE ROUNDED TO THE SECOND DECIMAL PLACE.**

**BIDDERS ARE REQUESTED TO ENTER UNIT COST FOR EACH ITEM FOR WHICH A BID IS SUBMITTED (THE UNIT PRICE SHOULD ONLY USE THE APPROPRIATE DECIMAL PLACE, AS LISTED ABOVE). IF UNIT PRICE BID EXCEEDS THE APPROPRIATE DECIMAL PLACE, AS LISTED ABOVE, THE BID AMOUNT WILL BE TRUNCATED (NOT ROUNDED) TO THE APPROPRIATE DECIMAL PLACE.)**

BID SCHEDULE

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ITEM #	APPROX ANNUAL QTY	UNIT	DESCRIPTION	BRAND NAME & MFG. #	SIZE BIDDING QTY/ CASE	VENDOR PRODUCT CODE	DELIVERY A.R.O.	LOWEST UNIT OF MEASURE PRICE PER LB	UNIT PRICE PER CASE/BOX/ BAG ETC.	TOTAL PRICE
<b>SECTION A – BEEF</b>										
1	2,860	LBS	Beef pepper patty, made from boneless beef chuck 80/20% lean, 15% fresh onion, ref ad green pepper, and spices. ¾" thick packed on wax paper, raw and frozen, NO breading/fritter, 4 oz/3oz yield, 1/10 lb box					/lb		
2	12,500	LBS	Ground beef, no more than 20% fat, 10 lb. package					/lb		
3	23,720	LBS	Chopped beef patties, deluxe raw, no more than 20% fat, 10 lb box 4oz/3.5 oz yield					/lb		
4	1,720	LBS	Cubed steak, prepared, USDA top quality or better, cubed, all beef, raw and frozen, 4 oz/3 oz yield, 10 lb box					/lb		
5	2,220	LBS	Salisbury steak, un-breaded, made from boneless beef chuck, 80/20% lean, 15% fresh onion, red and green peppers, seasoned beef, 4 oz yield, ¾" thick and IQF packed on wax paper, 10 lb box					/lb		

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6	23,140	LBS	Beef/chicken mix polish sausage, pre-cooked, 50% blend, less than 30% fat, typical polish seasoning profile					/lb		
7	5,940	LBS	Beef Fritters 80/1.97 oz/ case # 9133661 by Advance or equivalent					/lb		
8	720	LBS	Pre-cooked flame broiled deluxe beef patty, 3 oz or greater, ready to serve, 10 lb case.					/lb		
9	1,144	LBS	Roast beef, sliced Whole muscle sliced roast beef; .9 oz portions, natural beef texture, fully cooked. Pre-sliced and vacuum packed, 6/2 pound packs per case. Hillshire Farms 05626 or equivalent.					/lb		
10	600	LBS	Uncured Beef Hot Dog Naturally cured with no preservatives, added nitrates or nitrites, or MSG. Fully cooked and frozen. No more than 340 mg sodium per 56 gram link, trans fat free. No substitutes on nutritional composition. Coleman #19656 or equivalent. 2/5 pound packs per case.					/lb		

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11	600	LBS	Wieners, all beef, 8 count, 10 lb box					/lb		
12	6,240	LBS	Beef Fajita strips, fully cooked, whole muscles, marinated, USDA choice or better, IQF, no MSG or chemical tenderizers, ½ oz strips, 2/5 lb bags per case					/lb		
13	7,200	LBS	Beef RibEQue, fully cooked, seasoned and smoked, 3 oz. portions, 100/case					/lb		
14	20,100	LBS	Beef Steak tips, USDA Choice, No more than 5% fat, 1" cubes, 20 lb/case					/lb		
15	1,950	LBS	Pot Roast, 12.5 lbs, Pierce Product #862813 or equivalent					/lb		
16	476	LBS	Beef Briskets, 2-7 lb average					/lb		
17	1,240	LBS	Beef Steak, Philly, Raw, 2 oz portion, 10 lbs/case					/lb		
18	180	LBS	Beef Round Inside Top, 1 pc/case, 30 lbs/case					/lb		
19	344	LBS	Corn Beef Brisket, Fresh, Boneless, 36 lbs/case					/lb		
20	3,900	LBS	Ox-Tails, Frozen, Trimmed Cut 1.5", , must be IBP Grade (no choice or select grade will be accepted)					/lb		

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21	168	LBS	Steak, Flat Iron , Beef, steak chuck, flat iron choice, raw frozen, marinated. 1114d, beef shoulder, top blade, 6 oz., 28 per case					/lb		
22	3,500	LBS	Beef Patty, Angus, Fresh, Not Frozen, Uncooked, USDA Choice or Better, 80 % Lean/20% Fat, Packed on Wax Paper, 10 lb box.					/lb		
23	1,800	LBS	Beef Franks, Angus, Fresh, Not Frozen, 8 count/ lb., no fillers, no preservatives, added nitrates, fully cooked.					/lb		
<b>SECTION A TOTAL</b>									<b>\$</b>	
<b>SECTION B – PORK</b>										
1	4,706	LBS	Pork chops, center cut, ¾” thick, 4-5 oz. average 10.10 lbs./box; approx. 40 pcs					/lb		
2	676	LBS	Pork, whole loins, boneless center cut, 10-12 lb loin					/lb		
3	610	LBS	Pork ribs, 3 1/2 lb and down					/lb		
4	1,900	LBS	Sausage patties, whole hog, 1/2 oz/2 oz yield, mild or hot, 30% less salt and fat, 8/6lb box/case					/lb		

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5	5,528	LBS	Bacon, slab, Whole Strips, 18-22 lb, Hormel or equivalent					/lb		
6	840	LBS	Diced Ham, Frozen, Sliced in 3/8" Pieces, Natural Juices, Made from Premium Smoked Ham, 10 lb per Case					/lb		
7	1,144	LBS	Ham, Sliced Whole muscle shaved ham, 1 oz portions, fully cooked, buffet and bread ready; refrigerated, allergy free, 4/3 pound packs per case. Hormel 33279 or equivalent					/lb		
8	2,340	LBS	Pork Butt, Boneless, 60 lbs average/case					/lb		
9	1,700	LBS	Country Style Ribs, Raw, Unbreaded, 30 lbs./case					/lb		
10	540	LBS	Lee Georgia Boy Smoked Sausage, 10 lbs/case or equivalent					/lb		
11	2,304	LBS	Whole Pit Ham					/lb		
<b>SECTION B TOTAL</b>									<b>\$</b>	
<b>SECTION C – POULTRY</b>										
1	300	LBS	Super Chicken, 8 way cut, 15 lb case Pierce Foods or equal					/lb		

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2	2,160	LBS	Chicken Wings, 1 <sup>st</sup> & 2 <sup>nd</sup> joint, breaded fully-cooked, ovenable, 15# case					/lb		
3	14,320	LBS	Chicken patties, pre-cooked, breaded, 3.34 oz, all white w/rib, 100% chicken, contains less than 18% fat, less than 7% soy, golden brown breading and light black pepper background flavor; 10 lbs. case					/lb		
4	22,300	LBS	Cut-up fryers, eight cut, no giblets, 2 1/4-2 1/2 lb					/lb		
5	240	LBS	Chicken liver, 5 lb package, 8/case					/lb		
6	1,000	LBS	Split chicken breast, bone-in, with wing, IQF, 48 count, 11oz.					/lb		
7	21,480	LBS	Chicken leg quarters, fresh or frozen, 48-50 count, 10 lb packages					/lb		
8	12,800	LBS	Chicken tenderloin, breaded, oven ready, 4 oz./3 oz. yield; 2/5 lbs. box					/lb		
9	125,800	LBS	Chicken thighs, fresh <b>Not Frozen</b> , CVP, 4 oz., 3 oz. yield, pack size 120. No added solutions and no ice glaze.					/lb		

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10	1,920	LBS	Pre-cooked, diced frozen chicken, white, 10 pounds per case, <b>no fillers</b> , solid meat only					/lb		
11	11,160	LBS	Boneless, skinless chicken breast, 4 oz., 10lb box, Individually Quick Frozen. No added solutions and no ice glaze.					/lb		
12	16,100	LBS	Chicken Wings, 8-10 count serving, 1st and 2nd joint, 10 lb. bag, plain. Individually quick frozen.					/lb		
13	1,000	LBS	Turkeys, whole, 18-24 lb.					/lb		
14	1,000	LBS	Turkey breast, processed, boneless, fully cooked, 5-7 piece muscle, skin on, 2 breasts per case; 4 oz.; 10 lb. case					/lb		
15	45,960	LBS	Turkey, ground, 90% lean, 2/10lb/ box					/lb		
16	5,000	LBS	Turkey rolls, all white, 10 lb. case					/lb		
17	9,600	LBS	Turkey breakfast patties, cooked, 1 1/2 oz., mild breakfast sausage seasoning, 100% turkey, less than 7% soy and 15% fat					/lb		

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18	67,000	LBS	Turkey ham, deli style, packed 2 each, 7-8 lb. hams/box					/lb		
19	15,360	LBS	Turkey sausage links raw 1oz. mild seasoning 10 lb. box					/lb		
20	6,000	LBS	Turkey, ground patty, 4 oz., 40 pieces/case, 10 lb. box					/lb		
21	18,200	LBS	Turkey corn dog, 48/4 oz. servings/case					/lb		
22	250	LBS	Turkey franks, 8/1lb					/lb		
23	9,840	LBS	Chicken Fajita Strips, fully cooked, whole muscle, marinated, USDA choice or better, IQF, no MSG or chemical tenderizers, 1/2 oz. Portions 2/ 5 lb. bags per case					/lb		
24	4,520	LBS	Super Chicken Drumsticks, Fully Cooked, Breaded, Seasoned, Microwave or Bake IQF, 1 /12 oz. Portions, 2/ 5 lb. Bags per Case; 52 pcs; Pierce Foods or equivalent					/lb		

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25	2,644	LBS	Whole muscle sliced turkey, .5 oz. portions, refrigerated, buffet and bread ready, allergy free, 6/2 pound packs per case. Hormel 27999 or equivalent					/lb		
26	400	LBS	Boneless Chicken Wings, Pierce Product #862813 or equivalent					/lb		
27	1,000	LBS	Chicken Breast Breaded Fritter, 3.5 oz, Tyson Product #9777541 or equivalent					/lb		
28	600	LBS	Chicken Tenderloin, boneless, skinless, IQF, 40 lbs/case					/lb		
29	300	LBS	Turkey Drum, Smoked, 30 lbs/case					/lb		
30	2,400	LBS	Turkey Leg, Fresh <b>Not Frozen</b> , 30 lbs/case					/lb		
31	1,152	LBS	Turkey Breast Roast, Skin on, Foil Wrapped, Boneless, 10 lbs/case					/lb		
32	84,500	LBS	Chicken Breast, Boneless/Skinless, Fresh, Uncooked, Not Frozen, Non GMO, No Antibiotic, 4 oz. pc avg, 4/5 Lbs./cs, Perdue or Equivalent					/lb		

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33	1,624	LBS	Turkey Breast, Thin Pre Sliced, Fresh, Not Frozen, Whole Muscle Natural Texture, Fully Cooked, Vacuum Packed, No Sodium Nitrite, No Preservative /Additives, 6/2 lb per case, Hillshire Farms of Equivalent.					/lb		
<b>SECTION C TOTAL</b>									<b>\$</b>	
<b>SECTION D- FISH/SEAFOOD</b>										
1	2,880	LBS	Cod Loins, 5-6oz, raw, plain, 10# case					/lb		
2	6,580	LBS	Tilapia Filet, 5-6 oz., raw, plain, 10# case					/lb		
4	1,782	LBS	Pollock, breaded, pre-cooked, 4-5 oz., oven-ready, skinless, boneless fillets, 10-12 lb. box					/lb		
5	100	LBS	Catfish, bone-in, whole, IQF, 5-7 oz., Restaurant Pride or equivalent					/lb		
6	1,940	LBS	Cod Almandine, Ready to Bake w/ Sliced Almonds, Raw with Spices, Seasonings and Flavored Bread Crumbs, 4 oz. Serving, 10 lb. Bag					/lb		

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BID SCHEDULE

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ITEM #	APPROX ANNUAL QTY	UNIT	DESCRIPTION	BRAND NAME & MFG. #	SIZE BIDDING QTY/ CASE	VENDOR PRODUCT CODE	DELIVERY A.R.O.	LOWEST UNIT OF MEASURE PRICE PER LB	UNIT PRICE PER CASE/BOX/ BAG ETC.	TOTAL PRICE
7	720	LBS	Krabbycakes, Baked, Oven Ready, Imitation Crab Meat, Snow Crab, Seasonings Coated with Bread Crumbs, 3 oz. Portion, 10 lb. Bag; 50 pcs, Ms. Friday's or equivalent					/lb		
8	4,830	LBS	IQF Catfish fillets, farm raised, boneless, 4-6 oz. portions, 15 lb. case; 50 pcs					/lb		
9	960	LBS	Salmon Croq., breaded, formed, portion controlled, and precooked, no more than 400 mg serv. sodium per portion, 10 lb. case					/lb		
10	300	LBS	Cod, "brewer-style" batter, 2 oz fillet strips, natural cuts, 10 lb case					/lb		
11	720	LBS	Tilapia, fillets, 2.2 oz breaded portions, frozen. 10# box, Fishery Products International #89312 or equivalent.					/lb		
12	6,000	LBS	Shrimp, IQF, Raw, Large, peeled and deveined, unbreaded, tail on, 16-20 count, 4/5 lbs/case					/lb		

COMPANY NAME \_\_\_\_\_

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ITEM #	APPROX ANNUAL QTY	UNIT	DESCRIPTION	BRAND NAME & MFG. #	SIZE BIDDING QTY/ CASE	VENDOR PRODUCT CODE	DELIVERY A.R.O.	LOWEST UNIT OF MEASURE PRICE PER LB	UNIT PRICE PER CASE/BOX/ BAG ETC.	TOTAL PRICE
13	2,400	LBS	Keta Salmon. 4 oz. fillet, boneless, skinless, raw IQF, Frozen, vacuum packed. 10 pound case					/lb		
14	1,100	LBS	Pollock, <b>Not</b> breaded, pre-cooked, 4-5 oz., oven-ready, skinless, boneless fillets, 10-12 lb. box					/lb		
<b>SECTION D TOTAL</b>									<b>\$</b>	
<b>SECTION E- CHEESE</b>										
1	1,780	LBS	Cheese, Mozzarella, Shredded, LMPS, 4/5# bags per 20# case					/lb		
2	25,080	LBS	Cheese, imitation, American, yellow, individual slices 160 count/sleeve, 30 lb. box					/lb		
3	1,080	LBS	Cheese, imitation, Swiss, white, individual slices 160 count/sleeve, 30 lb. box					/lb		
4	180	LBS	Cheese, Shredded Provolone-Mozzarella Mix, 6/5 lb Bags/Case					/lb		
5	3,940	LBS	Cheese, Shredded Mild Cheddar, 4/5 lb Bags/Case					/lb		
6	100	LBS	Cheese, Pepper Jack, 6/1.5 lb. package/case					/lb		
7	300	LBS	Cheese, Feta, 10 lb blocks					/lb		

COMPANY NAME \_\_\_\_\_

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ITEM #	APPROX ANNUAL QTY	UNIT	DESCRIPTION	BRAND NAME & MFG. #	SIZE BIDDING QTY/ CASE	VENDOR PRODUCT CODE	DELIVERY A.R.O.	LOWEST UNIT OF MEASURE PRICE PER LB	UNIT PRICE PER CASE/BOX/ BAG ETC.	TOTAL PRICE
8	2,040	LBS	Cheese, Parmesan, Grated, 4/5lbs					/lb		
9	480	LBS	Cheese, Swiss, Sliced, Deli, .5 oz, 20 lbs/case					/lb		
10	16,600	LBS	Cheese, <u>non</u> imitation, American, yellow, individual slices 160 count/sleeve, 30 lb. box					/lb		
11	110	LBS	Cheese, <u>non</u> imitation, Swiss, white, individual slices 160 count/sleeve, 30 lb. box					/lb		
<b>SECTION E TOTAL</b>									<b>\$</b>	
<b>SECTION F- OTHER</b>										
1	180	LBS	Lamb, Baby, New Zealand, Uncut, 25-30 lb average					/lb		
2	160	LBS	Salami, Hard, Fresh, 3/6.67 lb avg/case					/lb		
3	440	LBS	Italian Sausage Rope, Beef, Chicken & Turkey (NO Pork), 10 lbs/case					/lb		
4	3,200	LBS	Meatballs, chicken, turkey & beef, 5 oz., IQF frozen, 320 per case					/lb		
5	288	LBS	Veggie Burger, meatless patty, 5 oz., frozen, 48 per case					/lb		
<b>SECTION F TOTAL</b>									<b>\$</b>	

COMPANY NAME \_\_\_\_\_



**BID SCHEDULE**

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

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_  
*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail address \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

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

**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** \_\_\_\_\_

## STANDARD INSURANCE REQUIREMENTS

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

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
  
5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
  
7. Certificate Holder should read:

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this

requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

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





**Bid # & Description** BL095-19 Purchase of Meat, Cheese, Fish & Poultry on an Annual Contract  
Page 25

**CODE OF ETHICS AFFIDAVIT**

***(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)***

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. \_\_\_\_\_  
(Company Submitting Bid/Proposal)

2. (Please check  **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20__
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public
_____	
Title of Authorized Officer or Agent of Contractor	(seal)

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

\*\*\*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. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
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, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

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.

**XVII. CONTRACT**

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

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

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) 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 E02011, Sec. 60-33. The ordinance will be available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

**XXXIII. PENDING LITIGATION:**

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

**XXXIV. ELECTRONIC PAYMENT**

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

- A. 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](mailto:vendorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. 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.

**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

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE