



September 23, 2019

INVITATION TO BID  
**BL108-19**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Medical Supplies on an Annual Contract** with Four (4) Options to Renew for the Department of Fire and Emergency Services.

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 **October 21, 2019** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 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 the website [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

Questions regarding bids should be directed to Shelley McWhorter, Purchasing Associate III at [Shelley.McWhorter@GwinnettCounty.com](mailto:Shelley.McWhorter@GwinnettCounty.com) or by calling 770-822-8734, no later than October 9, 2019. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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 suppliers 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](http://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.

*Shelley McWhorter*

Shelley McWhorter, CPPB  
Purchasing Associate III

/s/mm

The following pages should be returned in duplicate as your bid: **Bid Schedule, pages 5-13**  
**References, page 14**



I. General

A. References

Supplier should provide three references from agencies of comparable scope of this contract, size and call volume.

B. Brand Names

The use of brand names is not for restrictive purposes or to limit competition but to assist suppliers in determining the standard of quality Gwinnett County is seeking and insure a specific level of performance is achieved. It should be understood that items equaling or surpassing the quality level are also acceptable.

C. Samples

1. If bidding a brand/manufacture’s product other than as specified, Gwinnett County requires a product sample with information and specifications (along with brand/manufacture and product number) be provided *at the request of Gwinnett County*. Supplier shall bear the cost of providing samples.
2. The supplier will be notified in writing of the sample(s) to be submitted. The provider will have 5 business days from the request to deliver the product unless additional request time is granted. All samples submitted for consideration must be packaged and clearly marked on the outside of the container with the Supplier Name, Bid Number, and the wording SAMPLE located on the outside of the package. Each sample contained therein, must be marked with the Supplier’s name, Bid number, and the item number of the product as indicated on the BID SCHEDULE.
3. It is the supplier’s responsibility to prove that alternate products bid are equal or exceed the quality level of the product(s) specified. **Do not include pricing information with the sample being submitted.** Pricing is to be submitted with the bid and not with the samples. Samples will be returned upon request (at supplier’s expense) or maybe picked up by supplier within a reasonable time frame. The department reserves the right to retain samples for comparison purposes.
4. Failure of the supplier to submit sample(s) of the equivalent item as specified above may result in that line item(s) being deemed non-responsive. Gwinnett County shall be the sole determinant of acceptability of alternates/equivalents.

D. Invoicing

Invoices and purchase orders must match exactly. Vendor shall list the purchase unit of measure and price per unit.

To help avoid invoice, ordering, etc. issues, unit prices should not exceed 2 decimal points and must include freight charges.

E. Existing Contracts

Existing contracts are in place for products included in this bid. At the discretion of Gwinnett County, contract orders for a given product under this contract will not commence until the existing contract or contract renewal period expire per the table below (with the exception of new items whose contract orders may begin upon award of this contract):

BL#	Expiration	Anticipated Start Date
BL056-15	11/03/2019	11/04/2019
BL023-17	07/12/2019	Upon award
New items		Upon award

## II. Ordering

### A. Quantities

1. Some item quantities are based on lowest packaged unit of measure for Fire Services distributed packaged unit of measure. Bid should reflect requested unit or measure and the purchase unit of measure and price.
  2. Quantities are based on historical usage and estimated for bid purposes only and are not to be construed as a commitment to order a specific quantity. All quantities listed on the bid schedule are approximate 12-month usage and actual quantities may vary depending upon need. Unit of measure for 12 month usage is based on the current unit of measure used by the department listed on the bid schedule.
- B. Orders will be placed on an "as needed" basis.
- C. Upon award, purchase orders will be placed by the Gwinnett County Department of Fire and Emergency Services. **Orders must be filled regardless of quantity or total dollar amount.** This is not a one-time purchase.
- D. Once an order has been placed, the awarded supplier will confirm receipt of order via communication indicated on purchase order (phone, fax, or email)
- E. Purchases made under this contract are contingent upon appropriation of funds.
- F. Prior to filling the order the vendor is responsible to ensure purchase order shows the correct unit of measure and will match the invoice.

## III. Delivery

- A. Delivery shall be made within 7 calendar days after receipt of the order. If this delivery schedule cannot be met, the awarded supplier(s) must state the number of days required to place the commodity in the Fire Services designated location.
- B. Delivery Failure  
Failure to state the delivery time obligates the bidder to complete delivery by the Department's requested date. Note page 21, item XII for detail as to bidders monetary responsibility when there is a delivery failure.
- C. Per page 18, item II.B, words such as "immediate," "as soon as possible," "if in stock", etc. should not be used. Extended delivery dates may be considered when in the best interest of the County. Item(s) shall be shipped F.O.B. destination freight pre-paid & allowed and include inside delivery.
- D. Awarded supplier(s) will be required to provide a packing slip for items shipped for each PO, clearly indicating and backordered items. If shipping multiple purchase orders in one box awarded supplier will be required to list all orders that are included in the shipment.
- E. Items shall be delivered F.O.B. destination freight pre-paid & allowed to:

**Gwinnett County Fire Services**  
Resource Management  
450 Hosea Road  
Lawrenceville, GA 30045-4610.

**IV. Award:**

Award will be made to the supplier submitting the lowest responsive and responsible bid. Bids may be split or awarded in entirety. Similar items may be awarded together.

Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award as deemed in the county's best interest.

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Item #	Material Description	Approx. Annual Qty.	Current Bid Number	Delivery ARO (# of days)	Mfg. Name & Product Number	Supplier Product Code	Packaging & Container Size Sold Ea/Box/Cs	Smallest Unit Available For Purchase	* Cost /Smallest Unit Available For Purchase	* Cost Of Lowest Unit Of Measure I.E. Cost Per Each	Total Price
<b>Section A: Respiratory Supplies</b>											
1a	Resuscitator, bag mask valve, pediatric infant/child medi-bag with child mask, <u>assembled</u> - Ambu 530213000B or approved equivalent	ea	150	BL023-17					\$	\$	\$
1b	Resuscitator, bag mask valve, adult medi-bag with mask, <u>assembled</u> - Ambu 520211000B or approved equivalent	ea	1,200	BL023-17					\$	\$	\$
2	Resuscitator mask, infant - Ambu 000252052 or approved equivalent.	ea	120	BL056-15					\$	\$	\$
3a	Laryn blade, 0 miller disposable with led light, must be compatible with conventional non disposable handle	ea	50	BL023-17					\$	\$	\$
3b	Laryn blade, 1 miller disposable with led light, must be compatible with conventional non disposable handle	ea	25	BL023-17					\$	\$	\$
3c	Laryn blade, 2 miller disposable with led light, must be compatible with conventional non disposable handle	ea	75	BL023-17					\$	\$	\$
3d	Laryn blade, 3 miller disposable with led light, must be compatible with conventional non disposable handle	ea	75	BL023-17					\$	\$	\$
4a	Laryn blade, 1 macintosh disposable with led light, must be compatible with conventional non disposable handle	ea	50	BL023-17					\$	\$	\$
4b	Laryn blade, 3 macintosh disposable with led light, must be compatible with conventional non disposable handle	ea	200	BL023-17					\$	\$	\$
4c	Laryn blade, 4 macintosh disposable with led light, must be compatible with conventional non disposable handle	ea	500	BL023-17					\$	\$	\$
5	Laryn handle, medium, conventional , must be compatible with items 3 & 4.	ea	75	BL023-17					\$	\$	\$
6a	Suction, manual handheld pump - Rescuer BLS 7000-MVP or approved equivalent	ea	100	Not on contract					\$	\$	\$
6b	Suction, replacement canister and catheters - Rescuer BLS 7000AD or approved equivalent	ea	100	Not on contract					\$	\$	\$
7a	Airway, oral small adult 80mm Berman style	ea	200	BL056-15					\$	\$	\$
7b	Airway, oral medium adult 90mm Berman style	ea	300	BL056-15					\$	\$	\$
7c	Airway, oral large adult 100mm Berman style	ea	500	BL056-15					\$	\$	\$
8	Oxygen, nasal cannula- 7ft non-kink - Rusch 8267565 or approved equivalent	ea	8,000	BL023-17					\$	\$	\$
9a	Oxygen, mask aerosol adult - Airlife Carefusion 1206 or approved equivalent	ea	1,500	BL056-15					\$	\$	\$
9b	Oxygen, mask aerosol pediatric - Airlife Carefusion 1263 or approved equivalent	ea	350	BL056-15					\$	\$	\$
9c	Oxygen, hand held nebulizer - Airlife Carefusion 2438 or approved equivalent	ea	2,500	BL056-15					\$	\$	\$
10a	Oxygen, mask non-rebreather adult - Airlife Carefusion 1203 or approved equivalent	ea	4,000	BL056-15					\$	\$	\$
10b	Oxygen, mask non-rebreather pedi - Airlife Carefusion 1268 or approved equivalent	ea	800	BL056-15					\$	\$	\$
11a	Airway, nasal child 6.5 mm - Curaplex 51156 or approved equivalent	ea	250	BL023-17					\$	\$	\$

\* TO HELP AVOID INVOICE, ORDERING, ETC. ISSUES, UNIT PRICES SHOULD NOT EXCEED 2 DECIMAL POINTS AND MUST INCLUDE FREIGHT CHARGES.

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		ea										
11b	Airway, nasal adult 8.0 mm - Curaplex 51160 or approved equivalent	ea	500	BL023-17						\$	\$	\$
12a	Endotracheal tube 2.5 uncuffed _ Aircare or approved equivalent	ea	100	BL023-17						\$	\$	\$
12b	Endotracheal tube 3.0 cuffed Aircare or approved equivalent	ea	100	BL023-17						\$	\$	\$
12c	Endotracheal tube 3.5 cuffed Aircare or approved equivalent	ea	50	BL023-17						\$	\$	\$
12d	Endotracheal tube 4.0 cuffed Aircare or approved equivalent	ea	100	BL023-17						\$	\$	\$
12e	Endotracheal tube 4.5 cuffed Aircare or approved equivalent	ea	100	BL023-17						\$	\$	\$
12f	Endotracheal tube 5.0 cuffed with stylet Aircare or approved equivalent	ea	200	BL023-17						\$	\$	\$
12g	Endotracheal tube 5.5 cuffed with stylet Aircare or approved equivalent	ea	200	BL023-17						\$	\$	\$
12h	Endotracheal tube 6.0 cuffed with stylet Aircare or approved equivalent	ea	200	BL023-17						\$	\$	\$
12i	Endotracheal tube 7.0 cuffed with stylet Aircare or approved equivalent	ea	500	BL023-17						\$	\$	\$
12j	Endotracheal tube 8.0 cuffed with stylet Aircare or approved equivalent	ea	250	BL023-17						\$	\$	\$
13a	Suction, catheter french suction with thumb control - 6FR - Medsource MS-SC6 or approved equivalent	ea	300	BL023-17						\$	\$	\$
13b	Suction, catheter french with thumb control, 14FR - Medsource MS-SC14 or approved equivalent	ea	400	BL023-17						\$	\$	\$
13c	Suction, emesis bag - Medline NON70600 or approved equivalent	ea	15,000	BL056-15						\$	\$	\$
14a	Tube restraint, Thomas select adult - Laerdal 600-40000 or approved equivalent	ea	1,250	BL056-15						\$	\$	\$
14b	Tube restraint, Thomas pedi - Laerdal 600-20000 or approved equivalent	ea	300	BL056-15						\$	\$	\$
15	Suction, connecting tubing with connector inside diameter 9/32" 6' length- Conmed 34300 or approved equivalent	ea	2,200	BL023-17						\$	\$	\$
16	Suction, pharyngeal tip - Dynarex 4690 or approved equivalent	ea	700	BL023-17						\$	\$	\$
17a	Suction, replace canister, Bemis, TRK - Bemis 484410 or approved equivalent	ea	500	BL056-15						\$	\$	\$
17b	Intubation stylet, pediatric 6 FR - Medsource MS-ETS100 or approved equivalent	ea	500	BL023-17						\$	\$	\$
18	Intubation stylet, adult 14 FR - Medsource - MS-ETS400 or approved equivalent	ea	800	BL023-17						\$	\$	\$
19	Nasal drug delivery device - Muscosal Atomization Device or approved equivalent	ea	1,000	BL023-17						\$	\$	\$
20	Suction, bulb syringe - Medline DYND70280 or approved equivalent	ea	200	BL056-15						\$	\$	\$
21	Bougie stylet - 15Fr x 70cm - Sun Med 9-0212-80 or approved equivalent	ea	800	Not on contract						\$	\$	\$

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22	Oxygen, mask, pedi (simple) - Medsource MS-26042 or approved equivalent	ea	350	Not on contract						\$	\$	\$
23	Oxygen regulator, Portable D	ea	35	Not on contract						\$	\$	\$
<b>SECTION A TOTAL</b>												\$
<b>SECTION B: IMMOBILIZATION SUPPLIES</b>												
24a	Cervical collar, adjustable adult - Ambu 281000 or approved equivalent	ea	2,500	BL056-15						\$	\$	\$
24b	Cervical collar, adjustable ped - Ambu 281106 or approved equivalent	ea	250	BL056-15						\$	\$	\$
25a	Splint, disposable 12 x 9 - Morrison medical or approved equivalent	ea	150	Not on contract						\$	\$	\$
25b	Splint, disposable 18 x 9 - Morrison medical or approved equivalent	ea	200	BL056-15						\$	\$	\$
25c	Splint, disposable 24 x 14 - Morrison medical or approved equivalent	ea	275	BL056-15						\$	\$	\$
25d	Splint, disposable 34 x 19 - Morrison medical or approved equivalent	ea	150	BL056-15						\$	\$	\$
26	Strap, spider - back restraint multi strap color or reflective multi-strap with shoulder restraints with V style shoulder restraints multi-color or reflective, all black will not be accepted	ea	100	BL056-15						\$	\$	\$
27	Cervical immobilization device - head immobilizer with strap/tape - Ambu 264034 or approved equivalent	ea	1,000	BL056-15						\$	\$	\$
28	Strap, limb restraint (pk/2), Posey 2510 or approved equivalent	pk	250	BL056-15						\$	\$	\$
<b>SECTION B TOTAL</b>												\$
<b>SECTION C: CARDIAC/MEDICAL ELECTRONICS SUPPLIES</b>												
29	Paper, Lifepak 12/15	ea	1,200	BL056-15						\$	\$	\$
30a	Pad, LP15 adult multifunction - Conmed 3112-1731 or approved equivalent	ea	2,000	BL056-15						\$	\$	\$
30b	Pad LP15 pedi multifunction - Conmed 3112-1730 or approved equivalent	ea	300	BL056-15						\$	\$	\$
31a	Electrodes, adult monitoring - Conmed 2710-030 or approved equivalent	pk	7,000	BL056-15						\$	\$	\$
31b	Electrodes, pediatric monitoring - Conmed 1620-003 or approved equivalent	pk	1,500	BL056-15						\$	\$	\$
32	Smart capnoline plus adult, must have o2 tubing - Salter Labs 4MSF1-7-6-25 - or approved equivalent-	ea	3,000	BL056-15						\$	\$	\$
33	CO2 filterline for Lifepak - Covidien 010209 or approved equivalent	ea	2,000	BL056-15						\$	\$	\$
<b>SECTION C TOTAL</b>												\$
<b>SECTION D: EXAMINATION SUPPLIES</b>												
34a	Blood pressure cuff, pediatric, mid-grade quality nylon cuffs with sphygmomanometer black or blue	ea	50	BL023-17						\$	\$	\$

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34b	Blood pressure cuff, adult, mid-grade quality nylon cuffs with sphygmomanometer black or blue	ea	200	BL023-17						\$	\$	\$
34c	Blood pressure cuff, large adult, mid-grade quality nylon cuffs with sphygmomanometer black or blue	ea	100	BL023-17						\$	\$	\$
35a	Gloves, exam sm 100 per box – non-latex nitrile 12in, NFPA 2013 edition, cuff 4.3 mil palm 5.8 mil finger 8.3 mil - Digitcare Apex Pro AP12-1 or approved equivalent	bx	700	BL056-15						\$	\$	\$
35b	Gloves, exam md 100 per box - non-latex nitrile 12in, NFPA 2013 edition, cuff 4.3 mil, palm 5.8 mil, finger 8.3 mil - Digitcare Apex Pro AP12-2 or approved equivalent	bx	2,500	BL056-15						\$	\$	\$
35c	Gloves, exam l 100 per box - non-latex nitrile 12in, NFPA2013 edition, 2-ply, cuff 4.3 mil, palm 5.8 mil, finger, 8.3 mil - Digitcare Apex Pro AP12-3 or approved equivalent,	bx	7,000	BL056-15						\$	\$	\$
35d	Gloves, exam xl 100 per box - non-latex nitrile 12in , NFPA 2013 edition, cuff 4.3 mil, palm 5.8 mil, finger 8.3 mil - Digitcare Apex Pro AP12-4 or approved equivalent	bx	4,000	BL056-15						\$	\$	\$
35e	Gloves, exam xxl 90 per box - non-latex nitrile 12in, cuff 4.3 mil, palm 5.8 mil, finger 8.3 mil - Digitcare Apex Pro AP12-5 or approved equivalent	bx	1,000	BL056-15						\$	\$	\$
36a	Bandage, ace 4 w/ Hook and loop - Medline MDS087004LF or approved equivalent	pk	700	BL023-17						\$	\$	\$
36b	Bandage, ace 6 w/ Hook and loop - Medline MDS0870046L or approved equivalent	ea	600	BL023-17						\$	\$	\$
37a	Glucose test strips, must be compatible with item 36b	bx	800	BL056-15						\$	\$	\$
37b	Glucometer, must be compatible with item 36a	ea	105	BL056-15						\$	\$	\$
38	Lancets, BX - Surgilance One-Step SLN240 or equivalent	bx	400	BL056-15						\$	\$	\$
39	Scissors, medical 7 1/4"	ea	300	BL023-17						\$	\$	\$
40	Stethoscope - Sprague type 22" blue or black	ea	200	BL023-17						\$	\$	\$
41	Thermometer, forehead strips, disposable strips with adhesive back, temperature range from 94.6f to 104.6f, disposable - American Therm PRM2560 or approved equivalent	bx	50	BL056-15						\$	\$	\$
42	Bandage, 1" adhesive, box - Bandaid ® or equivalent	bx	300	BL023-17						\$	\$	\$
43	Razor, prep, disposable covered blade - Medline DYND70837 or approved equivalent	ea	1,500	BL056-15						\$	\$	\$
<b>SECTION D TOTAL</b>											\$	
<b>SECTION E: TRAUMA SUPPLIES</b>												
44	Cold pack disposable, large – CP & S Cold Cycle or approved equivalent	pk	3,000	BL023-17						\$	\$	\$
45	Hot pack disposable, large – CP & S Hot Cycle or approved equivalent	pk	1,000	BL023-17						\$	\$	\$
46	Dressing, multi trauma - 10x30 sterile - Medline NON21459 or approved equivalent	ea	600	BL056-15						\$	\$	\$

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47a	Dressing, kling 4" sterile conforming bandage - Medline NON25498 (12/bx) or approved equivalent	bx	300	BL023-17						\$	\$	\$
47b	Dressing, kling 6" sterile conforming bandage - Medline NON25499 (bx/6) or approved equivalent	bx	200	BL023-17						\$	\$	\$
48	Dressing, non-sterile pad 4x4 - Medline NON25442 (pk/100) or approved equivalent	pk	1,000	BL056-15						\$	\$	\$
49	Dressing, sterile pad 4 x 4 Medline NON21442 (bx/25) or approved equivalent	bx	150	BL023-17						\$	\$	\$
50	Bandage, triangular - ADI medical 23036 or approved equivalent	ea	600	BL056-15						\$	\$	\$
51	Dressing, Vaseline® or equivalent gauze 3x18 - Covidien 8884413605 or approved equivalent	ea	400	BL056-15						\$	\$	\$
<b>SECTION E TOTAL</b>												\$
<b>SECTION F: IV ACCESS SUPPLIES</b>												
52a	Catheter, I.V. 16g x 1.16BD (pk/10) Autoguard Blood Control - Becton Dickinson 382554 or approved equivalent	ea	1,500	BL056-15						\$	\$	\$
52b	Catheter, I.V. 18g x 1.16 BD (bx/50) Autoguard Blood Control - Becton Dickinson 382544 or approved equivalent	ea	7,500	BL056-15						\$	\$	\$
52c	Catheter, I.V. 20g x 1.16 BD (bx/50) Autoguard Blood Control - Becton Dickinson 382534 or approved equivalent	ea	30,000	BL056-15						\$	\$	\$
52d	Catheter, I.V. 22g x 1.00 BD (pk/10) Autoguard Blood Control - Becton Dickinson 382523 or approved equivalent	ea	1,000	BL056-15						\$	\$	\$
52e	Catheter, I.V. 24g x 0.75 BD (pk/10) Autoguard Blood Control - Becton Dickinson 382512 or approved equivalent	ea	1,500	BL056-15						\$	\$	\$
53	I.V. set, venoset microdrip 60 drop - Braun 352237 or approved equivalent	ea	250	BL023-17						\$	\$	\$
54	Venoset, 6" extension - Braun 352244 or approved equivalent	ea	30,000	BL023-17						\$	\$	\$
55	I.V. set, venoset primary 15 drop - Braun US1160 or approved equivalent	ea	10,000	BL023-17						\$	\$	\$
56	Tourniquet, non-latex, bx/250	bx	300	BL056-15						\$	\$	\$
57a	Syringe, 10cc 20g - Vanish Point 11081 or approved equivalent	ea	1,000	BL056-15						\$	\$	\$
57b	Syringe, 3cc 20g - Vanish Point 10381 or approved equivalent	ea	2,500	Not on contract						\$	\$	\$
57c	Syringe, 1cc 25g- Vanish Point 10151 or approved equivalent	ea	2,000	BL056-15						\$	\$	\$
57d	Syringe, 10ml luer lock for E.T. Bruan Omnifix 4617100V-02 or approved equivalent	ea	2,000	Not on contract						\$	\$	\$
57e	Syringe, 60cc - Monojet 8881560182 or approved equivalent	ea	500	BL056-15						\$	\$	\$
58a	Armboard, I.V. 9" - Medline NON24293 or approved equivalent	ea	250	BL023-17						\$	\$	\$
58b	Armboard, I.V. 18" - Medline NON24290 or approved equivalent	ea	250	BL023-17						\$	\$	\$
59	Container, sharps 1qt. - Covidien 8303SA or approved equivalent	ea	1,200	BL056-15						\$	\$	\$

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60	Container, sharps wallmount - Covidien 8507SA or approved equivalent	ea	1,000	BL056-15					\$	\$	\$	
61	Soluset solution set, 150ml, with 60 drops per ML drip chamber 77 in. Life shield 12728-65	ea	100	BL056-15					\$	\$	\$	
62	Veniguard (bx/100) - Conmed 705-4431 or approved equivalent	bx	300	BL056-15					\$	\$	\$	
63	Pressure infuser bulb w/guage - Ventlab VC410 or approved equivalent	ea	50	BL056-15					\$	\$	\$	
64	Prep, alcohol (bx/200) Medline MDS090730	bx	500	BL023-17					\$	\$	\$	
65	Cannula, needless med prep - Covidien 8881540111 or approved equivalent	ea	7,500	BL056-15					\$	\$	\$	
66	Stopcock, I.V. 3-way - Smith Medical MX5311I or approved equivalent	ea	250	BL023-17					\$	\$	\$	
<b>SECTION F TOTAL</b>											\$	
<b>SECTION G: DISINFECTANT CLEANERS</b>												
67a	Waterless foam hand cleaner - Steris 1381-90 or approved equivalent, must be compatible with item 119	ea	350	BL056-15					\$	\$	\$	
67b	Dispenser, waterless foam hand cleaner to be used with foam hand cleaner, must be compatible with item 118	ea	50	Not on contract					\$	\$	\$	
<b>67SECTION G TOTAL</b>											\$	
<b>SECTION H – MISCELLANEOUS SUPPLIES</b>												
68	<p>Bag, soft trauma jumpbag - Iron Duck -32499AT-NB Nave Blue or approved equivalent</p> <p><u>Exterior Construction</u>                      Trauma bag should measure approximately 21 x 14 x 8.5 inches.                      1. Bag should have three (3) exterior compartments, one (1) on each end and one (1) on the front of the bag. side compartment pockets 4" x 11.5" x 6". front compartment 14" x 5" x 6.5"                      2. Bag should open from the top with a full size, heavy-duty "u" shaped zipper.                      3. Bag to be constructed of first quality blue Dupont Cordura 1000 denier material.                      4. Zippers should be #6 coil chain 100% polyester with 100% polyester tape, woven on 9/16 width.                      5. Bag should have double grip handles and shoulder strap with nylon clips and buckles. Straps shall be non-absorbent 100% polyester webbing.</p> <p><u>Interior Construction</u>                      1. Main center compartment to measure 17" wide x 11.5" length x 8" deep, interior compartments should be made of a waterproof vinyl insert filled with closed cell foam.                      2. Bag should have approximately 11 compartments, the largest of which shall be approximately 5 x 5 inches.</p>	ea	50	BL056-15						\$	\$	\$

\* TO HELP AVOID INVOICE, ORDERING, ETC. ISSUES, UNIT PRICES SHOULD NOT EXCEED 2 DECIMAL POINTS AND MUST INCLUDE FREIGHT CHARGES.

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

Item #	Material Description	Approx. Annual Qty.		Current Bid Number	Delivery ARO (# of days)	Mfg. Name & Product Number	Supplier Product Code	Packaging & Container Size Sold Ea/Box/Cs	Smallest Unit Available For Purchase	* Cost /Smallest Unit Available For Purchase	* Cost Of Lowest Unit Of Measure I.E. Cost Per Each	Total Price
	3. Compartment dividers shall be stitched together to form one divider system. No hook and loop shall be used in the dividers. 4. Compartment dividers shall be removable for cleaning. 5. Interior bag top should have a 1" wide loop, constructed of hook and loop material to accommodate a regular size laryngoscope handle. 6. Interior bag top should also have a strip of elastic, at least 1" wide, sewn horizontally to the underside of the top and divided vertically into six (6) individual sections to accommodate laryngoscope blades. 7. Interior bag top should have a full size inner flap which closes in an opposite direction of the top of the bag. this inner flap shall be divided vertically into 8. Three (3) sections to accommodate endotracheal tubes.											
69	Bag, airway management intubation case, zipper closure	ea	25	BL056-15						\$	\$	\$
70	O.B. kit with Silver Swaddler, must include: 1 plastic lined under pad 1 sterile bulb syringe sterile 2 umbilical clamps sterile 1 disposable apron 1 scalpel #22 1 ob pad sterile 1 receiving blanket 1 pair sterile l/f glove 2 ob towelettes 1 plastic bag & ties for placenta 3 disposable towels 2 4x4 gauze sponges 1 silver baby bunting (nonporous infant insulating device, Foil Swaddler or equivalent)	ea	150	BL023-17						\$	\$	\$
71	Bag, oxy caddy - Statpack G3 G35008GN green or approved equivalent	ea	100	Not on contract						\$	\$	\$
72	Polish, fingernail remover pads 25/pk. priced by each pad purchase by box (repackaged) Medline MDS090780 or approved equivalent	ea	2,000	BL056-15						\$	\$	\$
73	Pillow - Medline NON24390 or approve equivalent	pk	150	BL023-17						\$	\$	\$
74	Water, sterile 250ml	ea	1,500	BL023-17						\$	\$	\$
75a	Tape, 1 (bx/12) silk – 3M 1538-1 or approved equivalent	bx	175	BL056-15						\$	\$	\$
75b	Tape, 3 (bx/4) silk – 3M 1538-3 or approved equivalent	bx	300	BL056-15						\$	\$	\$
76	Swab, benzoin - PDI S42450 or approved equivalent	ea	700	BL056-15						\$	\$	\$
77	Penlights (pk/6)	pk	160	BL023-17						\$	\$	\$

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Item #	Material Description	Approx. Annual Qty.		Current Bid Number	Delivery ARO (# of days)	Mfg. Name & Product Number	Supplier Product Code	Packaging & Container Size Sold Ea/Box/Cs	Smallest Unit Available For Purchase	* Cost /Smallest Unit Available For Purchase	* Cost Of Lowest Unit Of Measure I.E. Cost Per Each	Total Price
		ea										
78	Mega Mover - Graham GRA51926 or approved equivalent	ea	800	BL056-15						\$	\$	\$
79	Blanket, disposable emergency cot blanket disposable hypoallergenic fluid resistant 41"x48" soft to touch, quilted, Taylor Healthcare 90-BQB4084 or approved equivalent	ea	150	BL056-15						\$	\$	\$
80	Ring cutter	ea	100	Not on contract						\$	\$	\$
81	Burn sheet, Dukal 7305	ea	150	Not on contract						\$	\$	\$
											<b>SECTION G TOTAL</b>	\$
											<b>BID TOTAL (SECTIONS A-H)</b>	\$

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Bidder has examined Bid Document Package and following addenda:

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon award or November 3, 2019 whichever is later.

Unless otherwise noted, quoted prices will remain firm for four (4) additional one (1) year periods.

- If a percentage **decrease** will be a part of this bid, please note this in the space provided together with an explanation.

1<sup>st</sup> renewal \_\_\_\_\_ 2<sup>nd</sup> Renewal \_\_\_\_\_

3<sup>rd</sup> renewal \_\_\_\_\_ 4<sup>th</sup> Renewal \_\_\_\_\_

- If a percentage **increase** will be a part of this bid, please note this in the space provided together with an explanation.

1<sup>st</sup> renewal \_\_\_\_\_ 2<sup>nd</sup> Renewal \_\_\_\_\_

3<sup>rd</sup> renewal \_\_\_\_\_ 4<sup>th</sup> Renewal \_\_\_\_\_

Certification of Non-collusion in Bid Preparation \_\_\_\_\_  
(Signature) (Date)

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

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Federal Tax I.D. \_\_\_\_\_

Complete Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Contact PERSON (if someone other than the authorized representative listed above) \_\_\_\_\_

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

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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 \_\_\_\_\_

**\* TO HELP AVOID INVOICE, ORDERING, ETC. ISSUES, UNIT PRICES SHOULD NOT EXCEED 2 DECIMAL POINTS AND MUST INCLUDE FREIGHT CHARGES.**



**Bid # & Description** BL108-19, Purchase of Medical Supplies on an Annual Contract

### 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 54-33 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. 54-33. 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. With the exception of solicitations for the sale of real property, 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 other than 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. The Purchasing Director will review violations. 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. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- 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 Purchasing Associate 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.

#### 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.

## XV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County,

entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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.

#### **XXXII. 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.

#### **XXXIII. 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.

#### **XXXIV. 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.

**XXXV. 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.

**XXXVI. 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.

**XXXVII. 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.

**XXXVIII. 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.

**XXXIX. 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.

**XL. 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 Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

**XLI. 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.

#### **XLII. 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

#### **XLIII. 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, 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. 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 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 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, 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 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 the negligent acts, errors 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. 54-33. 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 seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.