



April 28, 2021

**INVITATION TO BID**  
BL048-21

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Paper, Plastic and Kitchen Items on an Annual Contract** with Three (3) 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 May 13, 2021** at the Gwinnett County Financial Services - Purchasing Division – 2nd 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 our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding bids should be directed to Brittany Taylor, Purchasing Associate II, at [Brittany.K.Taylor@GwinnettCounty.com](mailto:Brittany.K.Taylor@GwinnettCounty.com) or by calling 770-822-7759, **no later than Tuesday, May 05, 2021**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful supplier 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, ADA Coordinator, Gwinnett County Justice and Administration Center, 770-822-8165.

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

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

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a bid will be notified via email.

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

Brittany Taylor  
Purchasing Associate II

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The following pages should be returned in duplicate as your bid:

Bid Schedule, Page 6-13  
References, Page 14  
Code of Ethics, Page 15

**SPECIFICATIONS/REQUIREMENTS FOR THE  
PURCHASE OF MISCELLANEOUS PAPER PRODUCTS  
ON AN ANNUAL CONTRACT**

**A. Scope of Work**

Supplier to provide specified miscellaneous paper products to the Departments of Community Services, Corrections, Fire and Emergency Services, Police Services, Sheriff's Office, Support Services, Transportation, and Water Resources as required during the contract term.

\*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:

Item#	Product	Description	BL#	Expiration
1.	Tork Matic 5510202 Hand towel Roll dispenser	dispenser should be white, manual, and no batteries required. Should also have optional key access lock mechanism to open and refill.	BL100-19	12/15/2021
2.	Tork 290089	Tork Advanced Matic Hand Towel Roll, 1 ply or equivalent. Must be compatible with dispenser above.	BL100-19	12/15/2021
4.	Touchless Roll Paper Towels	Self-Tearing, Color: White, 10" x 800', core size: 1.625", must fit the Georgia Pacific Motion touch-free Automatic Towel Dispensers; 800' Per Roll (6 rolls per case), Georgia Pacific # 89460 or equivalent	BL100-19	12/15/2021
5.	Touchless Roll Paper	to fit EnMotion 59437, 59466, or compatible dispensers. 8.2" width x 700ft length 1 ply.	BL100-19	12/15/2021
6.	Touchless Roll Paper	to fit in Bobrick B-29744 universal roll paper towel dispenser or equivalent, dispenses universal, 1-1/2" to 2" (38 to 51mm) diameter cores, up to 8" (205mm) diameter, 8" (205mm) wide, non-perforated, non-proprietary rolls. 800 ft (244 m) long.	BL100-19	12/15/2021
7.	Roll Paper Towels	2-ply Perforated Roll, Bleached, Color: White, Unscented, Strong, and Absorbent, 85 - 11" x 8.8" Sheets Per Roll (30 rolls per case); Nibroc # 24310 or equivalent	BL100-19	12/15/2021
8.	Multi-Fold Paper Towels	Bleached, Color: White, Unscented, 9.125" x 9.5", 1 ply, 250 towels per pack, 16 packs per Case (4,000 towels per case); Mainstream #MB530 or equivalent	BL100-19	12/15/2021
9.	Single Fold Paper Towels	Color: White	BL100-19	12/15/2021
11.	Jumbo Roll Toilet Paper	to fit in Bobrick twin jumbo roll toilet tissue dispenser B-2892 or equivalent, Spindles accommodate two toilet tissue rolls up to 10" (255mm) diameter with 3" (75mm) diameter core or remove outer spindle (which is held in place with 3 snaps) from the inner spindles to accommodate 2-1/4" (55mm) diameter core rolls.	BL100-19	12/15/2021
12.	9" Junior Jumbo Roll Toilet Tissue	9" Junior Jumbo Roll Toilet Tissue, 2-Ply, 3.3x 1000' (Green Heritage or equivalent) (12 rolls per case)	BL100-19	12/15/2021
14.	2-PLy Toilet Tissue	Bleached color: White, Unscented, 500 - 4.5" x 3.75" Sheets Per Roll (96 rolls per case), Individually Wrapped; Nibroc #11292 or equivalent	BL100-19	12/15/2021

Item#	Product	Description	BL#	Expiration
15.	Kimberly-Clark WypAll	(L40 # 05790 or approved alternate). All-purpose wipes in pop-up dispenser box. Sheets are approximately 9.8 x 16.4, 100 sheets per box, 9 boxes per case	BL100-19	12/15/2021
16.	Toilet Seat Covers	for use in James River JR710 Dispensers, 1/2-Fold, 20 Each. 250 County Packs Per Case (5,000 covers per case). James River #JR-046 or equivalent	BL100-19	12/15/2021
17.	Toilet seat covers	single feed to fit in Kimberly-Clark #09512 or equivalent toilet seat cover dispenser size 16.63" x12.25"x2.5".	BL100-19	12/15/2021
19.	Styrofoam Carryout Tray	9x9x3 3 Compartments (250 trays per case)	BL100-19	12/15/2021
20.	#40 6 oz food tray	Southeastern Paper Group #175084 or equivalent	BL100-19	12/15/2021
21.	Trays	(800 per case) Oliver #73417or equivalent	BL100-19	12/15/2021
23.	½ deep steamtable pan, foil	12.75" x 10 3/8" x 2 9/16"; Southeastern Paper Group #600254 or equivalent	BL100-19	12/15/2021
24.	Pan Savers	(200 count/pack) Elkay Plastics #22-PL3412 or equivalent	BL100-19	12/15/2021
29.	Frosty Shopper bags	(250 bags/boxes) Uline or equivalent	BL100-19	12/15/2021
30.	Large Packaging Bags	18 x 24 (1000 bags/boxes) #S-3205 or equivalent	BL100-19	12/15/2021
35.	Tea Filter	Lg (500 count pack) Bunn #20100-000 or equivalent	BL100-19	12/15/2021
36.	Coffee Filters	3 Gallon (250 filters/case)	BL100-19	12/15/2021
37.	Plastic Cutlery Kit	(Fork/Spoon/Knife/Salt/Pepper/Napkin) (250 kits per case)	BL100-19	12/15/2021
39.	Films	(16 rolls) Oliver # J6158 or equivalent	BL100-19	12/15/2021
40.	Flex Straws	(400 straws/box) (25 boxes/case) Monogram #661059 or equivalent	BL100-19	12/15/2021
41.	Dinner napkins	17 x 17 (500 napkins/ pack) (24 packs/case) #487483 or equivalent	BL100-19	12/15/2021
49.	Squat lid 8 oz	(100 lids/sleeve) (10 sleeves/box) Monogram #FL8V or equivalent	BL100-19	12/15/2021
51.	4 oz. Squat Cup	(40 cups/sleeve)(25 sleeves/box) Monogram # 714505 or equivalent	BL100-19	12/15/2021
52.	Squat lid 4 oz	(100 lids/sleeve) (10 sleeves/box) Monogram #FL4V or equivalent	BL100-19	12/15/2021
53.	8 oz. Squat Cup	(40 cups/sleeve) (25 sleeves/box) Monogram #901825 or equivalent	BL100-19	12/15/2021
54.	12 oz lids	Coffee (100 lids/sleeve) (10 sleeves/box) Monogram #740160 or equivalent	BL100-19	12/15/2021

**B. General Information**

Gwinnett County reserves the right to reject all bids, if, when compared the bid pricing exceeds the current State of Georgia contract pricing.

During the term of the contract, if successful vendor is unable to supply any products as specified in the bid document or provides products below specifications, Gwinnett County reserves the right to terminate the contract and/or purchase outside of the contract. See General Instructions for Bidders, Terms and Conditions.

**C. Quantities & Orders**

Orders will be placed by the individual 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 to be delivered or picked up will require a "PO" number. Orders provided without a purchase order are not considered to be authorized purchases and may be subject to non-payment of invoice. All orders must be accompanied with a packing slip. Also, all orders shipped in error that needs to be returned should be picked up within five (5) business days of notification.

**D. Substitutions**

Substitutions may be accepted only if product quality is equal to or exceeds the quality of the product originally bid and is approved by the department prior to delivery. Pricing must remain the same as originally stated in the bid package and samples may be required. Gwinnett County shall be the sole determinant of acceptability of substitutions.

**E. Samples**

Gwinnett County reserves the right to request samples prior to award. Samples should be provided upon request within five (5) business days. Failure to provide samples, when required, may result in rejection of bid. It will be the responsibility of the supplier to incur all costs associated with the samples. All samples are to be identified by brand name and must include the manufacturer and/or style number and the corresponding item number indicated on the bid schedule should also be indicated on each sample.

All samples used for evaluation purposes must be the same product that will be provided to the user departments and indicated on the bid schedule. Quality, quantity per box, size, strength and texture of materials will be taken into consideration in comparison of equivalents.

**F. References**

A minimum of three (3) references, where there is similar size and scope of work that has been completed, should be listed on the attached reference sheet.

**G. Award**

Gwinnett County reserves the right to make award of this bid by item, section, and/or to the overall lowest responsive and responsible supplier bidding the majority of items.

**H. Insurance**

Successful supplier(s) will be required to submit a "Certificate of Insurance" per the attached Standard Insurance Requirements.

**I. Delivery Information**

Delivery must be F.O.B. Destination to the facilities listed below. Gwinnett County reserves the right to request delivery to any location within Gwinnett County in addition to those locations as listed below. Inside Delivery will be required upon request. The unit price listed on the bid schedule shall include inside delivery.

*A 24-hour notice is required prior to delivery and shall be scheduled individually with each department.*

**DELIVERY LOCATIONS**

DELIVERY WILL BE F.O.B. DESTINATION TO THE FOLLOWING LOCATIONS:

<p><b>GWINNETT COUNTY COMPREHENSIVE CORRECTIONAL COMPLEX</b>                  750 HI-HOPE ROAD,                  LAWRENCEVILLE, GA 30043                  *<b>DELIVERY TIME:</b> MONDAY-FRIDAY                  6:30 A.M. TO 2:00 P.M.</p>	<p><b>GWINNETT COUNTY PRE-TRIAL DETENTION CENTER</b>                  2900 UNIVERSITY PARKWAY,                  LAWRENCEVILLE, GA 30043                  *<b>DELIVERY TIME:</b> MONDAY-FRIDAY                  6:30 A.M. TO 3:30 P.M.</p>
<p><b>Gwinnett County Detention Center</b>                  2900 University Parkway                  Lawrenceville, GA 3004</p>	<p><b>DOCS Parks and Operation Center</b>                  352 Hosea Road                  Lawrenceville, GA 30046</p>
<p><b>GWINNETT SENIOR SERVICES CENTER</b>                  567 SWANSON DRIVE                  LAWRENCEVILLE, GA 30043                  *<b>DELIVERY TIME:</b> MONDAY-FRIDAY                  6:00 A.M. TO 2:00 P.M.</p>	<p><b>Lawrenceville Senior Center</b>                  225 Benson Street                  Lawrenceville, GA 30046                  *<b>NOTE:</b> Inside delivery, 8:30 a.m. and 4:00 p.m.</p>
<p><b>OneStop Buford</b>                  2755 Suwanee Avenue, Buford, GA 30518                  *<b>NOTE:</b> Inside delivery, 8:30 a.m. and 4:00 p.m.</p>	<p><b>OneStop Norcross</b>                  5030 Georgia Belle Court, Norcross, GA 30093</p>
<p><b>Gwinnett County Airport</b>                  600 Briscoe Blvd., Lawrenceville, GA 30046</p>	<p><b>DOT Central</b>                  620 Winder Hwy., Lawrenceville, GA 30045</p>
<p><b>Gwinnett County Animal Welfare and Enforcement</b>                  884 Winder Highway, Lawrenceville, GA 30045</p>	<p><b>Gwinnett County Department of Water Resources Central Facility</b>                  684 Winder Highway, Lawrenceville, GA 30045</p>
<p><b>Gwinnett County Justice and Administration Center</b>                  75 Langley Drive, Lawrenceville, GA 30046                  *NOTE: Inside delivery, 24-hour notice</p>	<p><b>Gwinnett County Fleet Management</b>                  620 Swanson Drive                  Lawrenceville, GA 30043</p>
<p><b>Gwinnett County Fire &amp; Emergency Services                  Logistics Building</b>                  450 Hosea Road, Lawrenceville, GA 30046</p>	

**NOTE:** 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.

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**QUOTE SCHEDULE**

Delivery will be F.O.B. destination to: VARIOUS LOCATIONS THROUGH GWINNETT COUNTY

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	PRICE PER UNIT OF MEASURE	PRICE PER CASE	TOTAL PRICE
1.	25 EA	Tork Matic 5510202 Hand Towel Roll dispenser – dispenser should be white, manual, and no batteries required. Should also have optional key access lock mechanism to open and refill ____ #/case			Per Dispenser		
2.	1,500 EA	Tork 290089 - Tork Advanced Matic Hand Towel Roll, 1 ply or equivalent. Must be compatible with Tork Matic 5510202 dispenser above ____ # of feet/roll ____ # of rolls/case			Per Foot		
3.	60 CS	Touchless Roll Paper, Self-Tearing, Color: White, 8" x 800', must fit Frost hands-free Automatic Towel Dispensers (# 422-70); 800' Per Roll (6 rolls per case) ____ # of feet/roll ____ # of rolls/case			Per Foot		
4.	554 CS	Touchless Roll Paper Towels, Self Tearing, Color: White, 10" x 800', core size: 1.625", must fit the Georgia Pacific Motion touch-free Automatic Towel Dispensers; 800' Per Roll (6 rolls per case), Georgia Pacific # 89460 or equivalent ____ # of feet/roll ____ # of rolls/case			Per Foot		
5.	95 CS	Touchless Roll Paper to fit EnMotion 59437, 59466, or compatible dispensers. 8.2" width x 700ft length 1 ply. ____ # of feet/roll ____ # of rolls/case			Per Foot		
6.	350 CS	Touchless Roll Paper to fit in Bobrick B-29744 universal roll paper towel dispenser or equivalent, dispenses universal, 1-1/2" to 2" (38 to 51mm) diameter cores, up to 8" (205mm) diameter, 8" (205mm) wide, non-perforated, non-proprietary rolls. 800 ft (244 m) long. ____ # of feet/roll ____ # of rolls/case			Per Foot		

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

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**QUOTE SCHEDULE CONTINUED**

Delivery will be F.O.B. destination to: VARIOUS LOCATIONS THROUGH GWINNETT COUNTY

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	PRICE PER UNIT OF MEASURE	PRICE PER CASE	TOTAL PRICE
7.	692 CS	Roll Paper Towels, 2-ply Perforated Roll, Bleached, Color: White, Unscented, Strong and Absorbent, 85 - 11" x 8.8" Sheets Per Roll (30 rolls per case); Nibroc # 24310 or equivalent _____ # of sheets/roll _____ # of rolls/case			Per Sheet		
8.	2,343 CS	Multi-Fold Paper Towels, Bleached, Color: White, Unscented, 9.125" x 9.5", 1 ply, 250 towels per pack, 16 packs per Case (4,000 towels per case); Mainstream #MB530 or equivalent _____ # of towels/pk _____ # of pks/case			Per Towel		
9.	510 CS	Single Fold Paper Towels. Color: White _____ # of towels/pk _____ # of pks/case			Per Towel		
10.	1,400 CS	Jumbo Roll Toilet Paper for use in Georgia Pacific Stainless Steel Dispenser #59493, 4,000' x 3.9" per roll, 1-ply white, 6 rolls per case (Georgia Pacific Acclaim # 13105 or equivalent) _____ # feet/roll _____ # rolls/case _____ # feet/case			Per Foot		
11.	1,550 CS	Jumbo Roll Toilet Paper to fit in Bobrick twin jumbo roll toilet tissue dispenser B-2892 or equivalent, Spindles accommodate two toilet tissue rolls up to 10" (255mm) diameter with 3" (75mm) diameter core, or remove outer spindle (which is held in place with 3 snaps) from the inner spindles to accommodate 2-1/4" (55mm) diameter core rolls. _____ # of sheets/roll _____ # of rolls/case			Per Sheet		
12.	228 CS	9" Junior Jumbo Roll Toilet Tissue, 2-ply, 3.3x 1000' (Green Heritage or equivalent) (12 rolls per case) _____ # of rolls/case _____ # of feet/case			Per Foot		

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

**QUOTE SCHEDULE CONTINUED**

Delivery will be F.O.B. destination to: VARIOUS LOCATIONS THROUGH GWINNETT COUNTY

ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	PRICE PER UNIT OF MEASURE	PRICE PER CASE	TOTAL PRICE
13.	80 EA	Stainless Steel Jumbo Toilet Tissue Dispenser. Up to 12" 1-ply capacity with covered key locking mechanism, 14.25" x 14.25" x 4.44" (Georgia Pacific VISTA 12" SR. Jumbo #59493 or equivalent) _____ # of each/case			Per Dispenser		
14.	2,268 CS	2-ply Toilet Tissue, Bleached color: White, Unscented, 500 - 4.5" x 3.75" Sheets Per Roll (96 rolls per case), Individually Wrapped; Nibroc # 11292 or equivalent _____ # of sheets/roll _____ # of rolls/case			Per Sheet		
15.	812 CS	Kimberly-Clark WypAll (L40 # 05790 or approved alternate). All-purpose wipes in pop-up dispenser box. Sheets are approx. 9.8 x 16.4, 100 sheets per box, 9 boxes per case ____ # of sheets/box ____ # of boxes/case			Per Sheet		
16.	112 CS	Toilet Seat Covers for use in James River JR710 Dispensers, 1/2 Fold, 20 Each. 250 County Packs Per Case (5,000 covers per case). James River #JR-046 or equivalent _____ # of covers/case			Per Cover		
17.	197 CS	Toilet seat covers, single feed to fit in Kimberly-Clark #09512 or equivalent toilet seat cover dispenser size 16.63" x12.25"x2.5". _____ # of covers/case			Per Cover		
18.	147 CS	6 oz #40 paper food tray 5.75" x 3.5" x 1.5", 1000 trays per case, Southeastern Paper Group #175078 or equivalent _____ # of trays/pack _____ # packs/case			Per Tray		
19.	672 CS	Styrofoam Carryout Tray 9x9x3 3 Compartments (250 trays per case) _____ # of trays/case			Per Tray		

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



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**QUOTE SCHEDULE CONTINUED**

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ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	PRICE PER UNIT OF MEASURE	PRICE PER CASE	TOTAL PRICE
20.	72 CS	#40 6 oz food tray; Southeastern Paper Group #175084 or equivalent _____ # of trays/case			Per Tray		
21.	272 CS	Trays (800 per case) Oliver # 73417 or equivalent _____ # trays/case			Per Tray		
22.	2 CS	Steamtable Pans, 12.75" x 10-3/8" x 2-9/16" deep, 100 pans per case, Southeastern Paper Group #600254 or equivalent _____ # of pans/pack _____ # packs/case			Per Pan		
23.	4,002 CS	1/2 deep steamtable pan, foil; 12.75" x 10 3/8" x 2 9/16"; Southeastern Paper Group #600254 or equivalent _____ # pans/case			Per Tray		
24.	78 CS	Pan Savers (200 count/pack) Elkay Plastics #22-PL3412 or equivalent _____ # per pack _____ # per case			Per Saver		
25.	360 CS	Jumbo clear frosted plastic shopping bags, 16" x 6" x 19"; high density polyethylene; 3 mil thick, 100 each case, Store Supply Warehouse Item #92628 or equivalent _____ # of bags/box _____ # boxes/case			Per Bag		
26.	160 CS	Paper bags # 8 (500)/pk. _____ # of bags/pack _____ # of pack/case			Per Bag		
27.	24 CS	Plastic container clear hinged lid carryout tray, 1 compartment. 6" x 5 3/4" x 3". Dart Clearseal #C57PST1 or equivalent _____ # of lids/box _____ # of boxes/case			Per Lid		
28.	36 CS	Plastic container clear hinged lid carryout tray, 1 compartment. 8 7/8" x 9 3/8" x 3". Dart Clearseal #C95PST1 or equivalent _____ # of lids/box _____ # of boxes/case			Per Lid		
29.	163 CS	Frosty Shopper bags(250 bags/boxes) Uline or equivalent _____ # of bags/box _____ # of box/case			Per Bag		

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ITEM #	APPROX. ANNUAL QTY.	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	PRICE PER UNIT OF MEASURE	PRICE PER CASE	TOTAL PRICE
30.	120 CS	Large Packaging Bags 18 x 24 (1000 bags/boxes) #S-3205 or equivalent _____ # of bags/box _____ # of box/case			Per Bag		
31.	12 EA	Carlisle 10622C22 Yellow Food Storage Box - 26" x 18" x 9" Carlisle 10627C22 StorPlus Yellow Lid for Food Storage Boxes - 26" x 18", Carlise or equivalent			Per Box		
32.	96 EA	Food container, 6x6x3, clear hinged lid, 1/500 ct, Dart or equivalent			Per Container		
33.	24 CS	Ecotensil Correctional/Psychiatric disposable paper spoons. FDA approved, slick, moisture resistant paperboard, heavy duty. 5000/cs. Ecotensil Ecosecurity Utensil ESU-5000 or equivalent _____ # of spoons/box _____ # of box/case			Per Spoon		
34.	80 CS	All-purpose towel, 11 1/2" x 24". 200/box. Chicopee CHIX towel #8507 or equivalent _____ # of towels/box _____ # of boxes/case			Per Sheet		
35.	17 CS	Tea Filter - Lg (500 count pack) Bunn #20100-000 or equivalent _____ # per pack _____ # per case			Per Filter		
36.	53 CS	Coffee Filters, 3 Gallon (250 filters/case) _____ # filters/case			Per Filter		
37.	322 CS	Plastic Cutlery Kit (Fork/Spoon/Knife/Salt/Pepper/Napkin) (250 kits per case) _____ # of kits/case			Per Kit		
38.	120 EA	Oven Mitt, Cambro or equivalent			Per Mitt		
39.	234 CS	Films (16 rolls) Oliver # J6158 or equivalent _____ # films/case			Per Film		

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40.	12 CS	Flex Straws (400 straws/box)(25 boxes/case) Monogram #661059 or equivalent _____ # straws/box _____ # of boxes/case			Per Straw		
41.	54 CS	Dinner napkins 17 x 17 (500 napkins/pack)(24 packs/case) # 487483 or equivalent _____ # per pack _____ # per case			Per Napkin		
42.	54 CS	Styrofoam plates,6", white,(8)125 ct/cs _____ # per pack _____ # per case			Per Plate		
43.	36 CS	Rubber gloves, (12) pk/cs, large size _____ # per pack _____ # per case			Per Pair		
44.	24 CS	SOS soap pads or equivalent,(12)15 ct/cs _____ # per pack _____ # per case			Per Pad		
45.	12 CS	4 oz. One-Piece Perforated Portion Spoon, Webstaurant or equivalent _____ # per pack _____ # per case			Per Spoon		
46.	120 CS	Utensil kit, fork, spoon, salt, pepper, napkin, med, 1/250 ct, Empress or equivalent _____ # per pack _____ # per case			Per Kit		
47.	222 CS	Aluminum foil, heavy duty, 18"x500ft roll _____ # per pack _____ # per case			Per Roll		
48.	128 CS	Test strip, chl sntzr, 100 ea, Day Dot or equivalent _____ # per pack _____ # per case			Per Strip		
49.	72 CS	Squat lid 8 oz (100 lids/sleeve)(10 sleeves/box) Monogram #FL8V or equivalent _____ # of lids/sleeve _____ # of sleeve/case			Per Lid		
50.	30 CS	Lids, cup. Tear tab disposable plastic cup lids, white. 1000/cs. Monogram #740160 or equivalent (Must fit Monogram 12 oz Styrofoam cups #019235) _____ # of lids/sleeve _____ # of sleeve/case			Per Lid		

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51.	189 CS	4 oz. Squat Cup (40 cups/sleeve)(25 sleeves/box) Monogram # 714505 or equivalent _____ # of cups/sleeve _____ # of sleeve/case			Per Cup		
52.	89 CS	Squat lid 4 oz - (100 lids/sleeve)(10 sleeves/box) Monogram #FL4V or equivalent _____ # of lids/sleeve _____ # of sleeve/case			Per Lid		
53.	105 CS	8 oz. Squat Cup (40 cups/sleeve)(25 sleeves/box) Monogram #901825 or equivalent _____ # of cups/sleeve _____ # of sleeve/case			Per Cup		
54.	54 CS	12 oz lids – Coffee (100 lids/sleeve)(10 sleeves/box) Monogram #740160 or equivalent _____ # of lids/sleeve _____ # of sleeve/case			Per Lid		
55.	222 CS	Bouffant Caps, paper 100 count/cs _____ # of caps/sleeve _____ # of sleeve/case			Per Cap		
56.	12 CS	Steam table pans, disposable aluminum, full size, 4" deep, 50/cs			Per Pan		
<b>OVERALL BID TOTAL:</b>							

**NOTE:**

- IN ORDER TO COMPARE QUOTE PRICES LOWEST UNIT OF MEASURE MUST BE ROUNDED TO THE FOURTH DECIMAL PLACE. The cost of lowest unit of measure (i.e., cost per bag) will be evaluated and used to determine the awarded supplier.
- THE PRICE PER CASE SHOULD BE ROUNDED TO THE SECOND DECIMAL PLACE and MUST INCLUDE FREIGHT CHARGES. 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).

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

FAILURE TO RETURN THIS PAGE AS PART OF YOUR QUOTE DOCUMENT MAY RESULT IN REJECTION OF QUOTE
QUOTE SCHEDULE CONTINUED

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Table with 6 columns: Addendum No., Date, Addendum No., Date, Addendum No., Date. Each column has a horizontal line below it for input.

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 quote non-responsive. This contract shall begin on August 4, 2021 or upon award. The initial term of the contract will be through June 20, 2022. Any renewal options exercised will be for one-year periods.

Unless otherwise noted, quoted prices will remain firm for three (3) additional one-year renewal periods. If a percentage decrease will be a part of this quote, please note this in the space provided together with an explanation. If a percentage increase will be a part of this quote, please note this in the space provided together with an explanation.

RENEWAL OPTION ONE: \_\_\_\_\_ % Increase/Decrease (circle one)

RENEWAL OPTION TWO: \_\_\_\_\_ % Increase/Decrease (circle one)

RENEWAL OPTION THREE: \_\_\_\_\_ % Increase/Decrease (circle one)

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.

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.

Certification of Non-Collusion in Quote Preparation \_\_\_\_\_
Signature Date

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of proposal 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 fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

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

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

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

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

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

**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 Dates \_\_\_\_\_

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 \_\_\_\_\_



## BL048-21, Purchase of Paper, Plastic and Kitchen Items 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 <input checked="" type="checkbox"/> <b>one</b> box below)
<input type="checkbox"/> No information to disclose ( <i>complete only section 4 below</i> )
<input type="checkbox"/> Disclosed information below ( <i>complete section 3 &amp; section 4 below</i> )

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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)

## STANDARD INSURANCE REQUIREMENTS

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 (and any applicable Authority) 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.

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

**BT**

**BL048-21 – Purchase of Paper, Plastic and Kitchen Items on an Annual Contract**

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

**\*\*\*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 Immigration Reform Enhancements for 2013, 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.

**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.

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

**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

**XXVIII. 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 Enhancements for 2013, 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 Enhancements for 2013 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 Enhancements for 2013.

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 Enhancements for 2013, 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 Enhancements for 2013. 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 Enhancements for 2013 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 Enhancements for 2013 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 Enhancements for 2013, 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 Enhancements for 2013 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).**

#### **XXIX. PRODUCTS MANUFACTURED IN GEORGIA**

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of

Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

#### **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.gwinnettcounty.com](http://www.gwinnettcounty.com).

**XXXIII. PENDING LITIGATION:**

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

**XXXIV. ELECTRONIC PAYMENT**

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

- 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@gwinnettcounty.com](mailto:vendorelectronicpayment@gwinnettcounty.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.