



February 9, 2022

**INVITATION TO BID
BL030-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Provision of Various Utility, Landscape, Equipment and Specialty Trailers and Accessories on an Annual Contract** with four (4) additional one year options to renew for the **Department of Support Services**.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Bidders Name or Company Name. Bids will be received until **2:50 p.m. Friday, February 25, 2022** at the Gwinnett County Financial Services - Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date 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.

Questions regarding bids should be submitted to Chris Duncan, Purchasing Associate III, via email christopher.duncan@gwinnettcounty.com no later than **3:00 P.M. local time, Wednesday, February 17, 2022**. Bids are legal and binding upon the bidder when submitted.

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

The written bid document supersedes 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.

Award notification will be posted after award on the County website, 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.

Chris Duncan, CPPB
Purchasing Associate III

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

Fee Schedule, Pages 15-16
References, Page 17
Code of Ethics Affidavit, Page 18



I. Scope

Gwinnett County is requesting bids for an all-inclusive contract/price agreement for the purchase of various Equipment/Custom Built Specialty Trailers and accessories. Due to the numerous variations and requirements of these trailers regarding GVWR requirements, axles, suspension, tire ratings, deck construction, hitches, auxiliary ramps, sides both fixed and removable, and other configurations, this bid will cover a variety of trailers. Qualified suppliers should be able to provide trailers designed to transport construction equipment such as backhoes, excavators, bull dozers, skid steer loaders varying in size from mini compact, medium duty and large full size earth moving equipment. Suppliers are required to offer and provide a minimum amount and type of trailers as described in this solicitation. Price to be quoted as a percentage above or below manufacturers invoice which shall include all discounts, government incentives, concessions and all associated cost of sale items including but not limited to delivery. A quote at zero percent will be at manufacturer's invoice price.

Additional equipment and accessory items as requested by Gwinnett County shall be provided at upfitters cost. Gwinnett County Fleet Management will be the sole determinate of additional equipment and accessory selection and upfitter. Items which shall be included at no additional cost and considered as cost of sale shall include delivery FOB to Gwinnett County Fleet Management, and shall include providing delivery documents including registration, title, and tag documents. All cost of sale items shall be taken into consideration when bidding supplier is determining the percentage above or below manufacturers invoice cost that is submitted. Attempts to request additional delivery or other fees shall be denied.

Actual quantities and types will be determined. by the budget and/or replacement approvals all contingent on funding availability. Currently, the anticipated quantity to purchase through this contract in 2022 is twenty, (20) various equipment trailers at total cost not to exceed \$605,000.00. Gwinnett County reserves the right to adjust quantities up or down and select types, sizes and configurations as warranted by needs and as determined by the county.

II. Supplier Responsibility

Each supplier is required before submitting a quotation to be thoroughly familiar with the information contained herein. Each supplier is ultimately responsible to ensure that their bid fully complies with all requirements. Upon award, Fleet Management will meet with supplier to select configurations and additional equipment and/or accessories as requested. Supplier shall provide a copy of the manufacturers invoice to Gwinnett County and apply the cost calculations on the worksheet template which will be required for each order.

No additional allowances will be made because of lack of knowledge of these requirements. All trailers/accessories/upfitted items to purchase should be current production year, unless otherwise agreed to prior to issuance of purchase order, and shall be new unless used is specifically requested.

Each supplier is cautioned to make quotation complete, furnishing all information and details required and contained in these specifications. Gwinnett County will be the sole determinate of alternates and auxiliary equipment to be provided as is deemed to be in the best interest of the county.

III. Supplier & Bid Requirements

Suppliers shall provide examples as stated in this solicitation to be deemed responsive. "NO EXCEPTIONS".

Suppliers shall provide a copy of the dealer's manufacturer's invoice and a completed worksheet template

documenting cost determination for each example requested. "NO EXCEPTIONS"

It is the sole responsibility of the supplier to schedule appointments, visits, photograph, or prepare, sketches, and notes as needed to be fully knowledgeable of the types and design of the trailers requested in the three examples. The three examples shall be provided as requested and required to provide a responsive and responsible bid.

Manufacturers Invoice to include a minimum of:

Manufacturer's name.

Manufacturer's address.

Manufacturers invoice number.

Manufacturers Invoice date.

Manufacturers trailer component description itemized list.

Manufacturers invoice price.

The approved worksheet template " Exhibit A" to be completed and attached to the invoice as described above and shall as a minimum include.

Work sheet template for each example.

Description and specification confirmation to Gwinnett County bid request.

Equipment contract percent above, at, or below invoice as bid and submitted with this solicitation.

Current government incentive and other applicable discounts when offered.

Equipment and accessory invoice price when requested.

Total purchase price.

Additionally, supplier will be required to confirm receipt of purchase order with Gwinnett County Fleet Management, and to place order for each trailer from manufacturer within 10 business days of purchase order issue date.

IV. Delivery

The trailer is to be complete including all accessories, options, and all additional items required by the manufacturer, or as specified.

Trailer is not to be delivered if any item, component or accessory is unavailable or back-ordered. Delivery appointments should be scheduled a minimum of one week prior to the requested delivery date. Gwinnett County reserves the right to adjust delivery schedules depending on the quantities to be delivered. Scheduled advance appointment only, Tuesdays, Wednesdays and Thursdays between 7:00am -11:30am and 1:30pm -4:30pm, no exceptions. Deliveries shall not be scheduled for Mondays or Fridays. All deliveries to be scheduled with and made to:

Mike Medina: 678-442-3316

Mike.medina@gwinnettcountry.com

Gwinnett County Fleet Management

620 Swanson Drive

Lawrenceville GA 30043

678-442-3301

Delivery documents shall include all documents as required with current Fleet Management delivery and acceptance policies and procedures.

Each invoice provided with deliveries shall include the purchase order number and the serial number.

The invoice date should be the same as the delivery date and shall not differ from the actual delivery date by more than 3 business days. Fleet Management's involvement with payment inquiries shall be limited to providing the supplier with the goods receipt confirmation number and the date the authorization for payment was submitted.

V. Acceptance

Prior to acceptance performance criteria must be met. Additional functional tests may be conducted if deemed necessary by Gwinnett County to confirm proper operation and satisfactory performance. All performance testing shall be successfully completed without the trailer, equipment and accessories demonstrating any signs of malfunctioning, or other abnormal conditions. A pre delivery inspection may be required at the discretion of Gwinnett County Fleet Management. All trailers, equipment and accessories shall be delivered in a fully functional, operational ready to use/place in service condition.

VI. Warranty

1. The Trailer basic warranty shall be included. All warranties shall be covered at 100% parts and labor for a period of at least 12 months. A copy of manufacturer's basic warranty to be provided with invoice.
2. Additional warranty or logistical services that the supplier might provide above and beyond the requirements of this specification may be submitted with this quotation.
3. All warranties should begin at the time the trailer is placed in front line service by Gwinnett County or at time authorization for payment is issued for the trailer. A copy of a delayed warranty form when required by the manufacturer is to be supplied at time of delivery. Delayed warranty forms completion and filing or any other process shall be the responsibility of the supplier which will be notified when the trailer is placed in service? State if manufacturer currently provides delayed warranty forms and administers a delayed warranty program.

VII. Equipment and Accessories

Some custom trailers may require additional equipment not offered by the selling supplier to make the trailer usable for its intended function. For example some trailers may require the inclusion of gasoline powered pumps, water tanks, hoses and hose reels, generators, work lights, pole lights, warning lights, electric/hydraulic winches, ratchets, toolboxes, specialty hitches and other various accessories.

As required and specified, this bid requires that each bidder will provide the equipment and accessories- including upfitter items at cost for their offer to be considered a responsible and responsive bid. Gwinnett County Fleet Management will be the sole determinate of up-fitter selection, equipment components accessories. Bids submitted which exclude the supplier from assisting and cooperating with the provision and installation of upfitted items, equipment components as requested ,shall be deemed incomplete and non-responsive.

Various products may be requested to meet the requirements of the end user. Gwinnett County Fleet Management will work with the end users personnel for specific request and assist in determining the equipment and accessory configurations and content. Gwinnett County Fleet Management will be the sole determinate of qualified components to be utilized for each trailer order.

At a minimum, Suppliers are to indicate that they are able to provide the following types of trailers by indicating yes or no in the space provided. For bids to be considered responsive, examples of trailer pricing must be included with bid submission as specified for evaluation for compliance purposes.

The trailer mix listed is to only demonstrate the types of trailers usually purchased by Gwinnett County and does not indicate a commitment to purchase. Gwinnett County reserves the right to change

quantities and mix as determined to meet the needs of Gwinnett County

- 12-16 foot single & dual axle landscape trailers () YES NO ()
- Car/motorcycle hauler trailers () YES NO ()
- Various enclosed /specialty trailers () YES NO ()
- Single or multi axle landscape trailer () YES NO ()
- 4 x6 foot single axle utility trailers () YES NO ()
- 6 x12 foot single axle utility trailers () YES NO ()
- 9-ton multiple axle equipment trailers () YES NO ()
- 12-, 15- and 20-ton multiple axle equipment trailers () YES NO ()
- 25-foot multiple axles tag a long trailers () YES NO ()
- Single axle specialty cable trailers () YES NO ()
- Multiple axle specialty heavy duty trailers () YES NO ()

Other miscellaneous trailer configurations may be requested from time to time and will be discussed on an individual basis to determine feasibility and availability.

Gwinnett County reserves the right to change quantities, mix and adjust vehicle content as determined to best meet the needs of the end user.

VIII. STANDARD GWINNETT COUNTY TRAILER COMPONENT REQUIRMENTS & MINIMUM SPECIFICATION REQUIREMENTS

NOTE: All trailers to include the following items as applicable for each trailer layout:

Rubber valve stems shall not be provided. All valve stems shall be brass and shall have a minimum rating equal to the tire load ratings as stated on tire sidewall.

Inner wheel valve Stems shall be of a single piece design and extend through outer wheel providing easy access from side of trailer for inflation.

Design of trailer to allow tires and wheels to be removed without the need for deflating. Wheel well or arch to be of a radius allowing removal of fully inflated tires

All tires shall be trailer rated tires, automotive or truck tires shall not be provided

Traction cleats shall be provided on all dovetail decks.

All trailer with air tanks shall include remote drain valves Installed on air tank with

cable pull accessible from side of trailer; all air valves and products to be either Bendix or Midland. Provide a Label "DRAIN AIR TANKS DAILY".

All tongue jacks to be side crank, two speed drop foot type and include extension handle to crank jack from side of trailer unless otherwise specified.

All trailers to include a minimum of five (5) forged steel D rings each side (total of ten). Full length rub rail for straps may be specified for some special trailers in lieu of tie down rings. Additional tie downs may be requested

Trailers with equipment loading ramps are to have ramps that are at least 60 inch long sized for 10–12-degree approach angle, steel angle iron ladder type, adjustable with spring loading and easy lift handles w self-cleaning design. Ramps to fold over flat on deck when in stored position. Ramp length to maintain approach angle of Dovetail. Provide lateral side to side ramp adjustment of at least 6 in.

Single piece ramps constructed with expanded metal with heavy duty structural reinforcement with spring or Hydraulic lift assist may be specified on certain type of utility and landscape trailers

Pintle Hitches 3" eye inside diameter lunette ring, 30,000-pound Rated w/bolt-on safety chains to be Adjustable from 23 ½ "to 34"
Hitch to be set at 25 inches above ground

WIRING & LIGHTING Meet all DOT stop, tail, turn, and marker light requirements. All wiring shall be loom/conduit Protected or of an approved alternate sealed modular design. All lenses/bulbs shall be LED type Phillips, Cole Hersee or equal 7 pin connector to be compatible with SAE 560.

DECK MATERIAL Trailers with wood deck to include 2-inch nominal oak secured with torx floorboard screws

Additional items as requested on an as needed basis.

“Examples” Trailer Worksheet Invoice pricing”

NOTE: Each bid shall include a completed pricing worksheet and manufactures invoice for the three example trailer types listed. Prior to actual purchase orders being issued to the successful supplier after bid award, a review of the actual specifications, components and trailer design will be conducted by Fleet Management and supplier for each trailer requested.

1 Example #1 (12 Ton Equipment Trailer)



Provide a completed pricing worksheet “Exhibit A”, with actual manufactures invoice for a basic 12-ton equipment trailer to include all applicable Standard Gwinnett County \Trailer Component Requirements with the following minimum specification requirements.

20' Flat Deck + 5.5' Dovetail w cleats

24,000 GVWR

(2) 42" x 70" 12K wet bath dexter axles with air brakes

235-80R16G Tires, 110 PSI 16.0 dual wheels

24" x 60" Ladder style fold flat ramps

(6) 3/4" D- Rings per side- (12)

Adjustable pintle hitch 3" ID Lunete ring

Tongue storage box with lockable lid

Oak deck floor

2 Example #2 (6 Ton Cargo Dump Trailer)



Provide a completed pricing worksheet "Exhibit A", with actual manufactures invoice for a Dump Box trailer to include all applicable Standard Gwinnett County \Trailer Component Requirements with the following minimum specification requirements.

DUMP BOX: W 80 inches x L 14 " H 29 inches side

FLOOR: 12-gauge smooth steel

SIDES: 11-gauge smooth steel

HOIST: Heavy duty scissor type hoist NTEA Class G design hydraulic pump, reservoir, plumbing and switch. Hoist to have a 24.5 ton – 29.4-ton capacity determined by dump body overhang dimension. Provide a Champion CS6620T hoist or Equal

3 Example #3 (Landscape Equipment Trailer)



Provide a completed pricing worksheet "Exhibit A", with actual manufactures invoice for a Landscape equipment trailer to include all applicable Standard Gwinnett County \Trailer Component Requirements with the following minimum specification requirements.

AXLES: One (1) Dexter 6,000 lb. capacity with EZ Lube grease bearings.

SUSPENSION: Multi-leaf spring with heavy duty slipper; rubber bushed

BRAKES: "Electric trailer brakes, connector light cables routed to clear rear of towing vehicle at minimum turning radius.

TIRES: Load Range E10 ply "trailer" service tires

WHEELS: Manufacturer's standard one piece steel 6 lug

SPARE TIRE: Provide one identical spare wheel and tire with quick release mounting

FENDERS: Provide heavy duty tread plate formed fenders.

DECK WIDTH: 76 inches overall

DECK LENGTH: 16 feet dimension from headboard to loading ramps.

DECK HEIGHT: Low profile not to exceed 23.5 inches from ground.

DECK SIDES: 24-inch expanded metal sides with 6-inch kickboard and headboard along bottom.

DECK MATERIAL: 2in x 8in oak (Red or White), wood planks secured with torx flat head type F thread cutting floorboard screws.

TIE DOWNS: Six (6) forged steel D rings three each side (Minimum) hinges to lay flush to sides. Tie downs to be reinforced to under floor structural members for additional strength.

LOADING RAMP: 48-60 inch long or sized for 10–12-degree approach angle, Heavy Duty (Full width 48-inch-long steel angle iron expanded metal type, adjustable with spring assist loading and easy lift handles to be self-cleaning design. Ramp to store in upright vertical position as a tail gate when not in use. Provide quick disconnect latching mechanism both left and right sides to ensure ramp remains in upright position when traveling. Ramp heavy duty designed for loading and unloading of equipment

HITCH: Adjustable from 23 ½" to 34" 2 5/16 ball; capacity sized and rated for trailer w/bolt-on safety chains. Set at 25 inches above ground.

STORAGE: Provide trailer tongue storage compartment between frame rails located behind hitch with a tread plate hinged lid with handle and lockable hasp. Hinge side of lid to be towards headboard, handle towards hitch. Compartment bottom constructed with heavy duty expanded metal.

FRONT STORAGE: Heavy Duty Expanded Metal Storage box mounted full width On top of 24-inch front side, with lockable hasp latch at top, and horizontal door #1 bottom hinged with safety chains Provide door #1 opening to the outside toward the Tongue and door #2 opening to the inside toward the bed Box approximately 24 inches deep x 18 inches high.

SIDE STORAGE: Heavy Duty Expanded Metal Storage box horizontal side storage over street side fender to open to the outside, hinged at bottom with safety chains. Inside dimensions minimum W 16 inches x H 16 inches x L 72 inches.

WEED EATER STORAGE: Provide two storage racks, each with a capacity for 3 weed eaters mounted on the curbside on top of side rails. One over the axles, one at front of trailer as shown.

TONGUE JACK: 10,000 lb. for fully loaded trailer drop foot type with adjustable link and side wind hand crank. Crank to include extension for handle operation from side of trailer.



Exhibit A Invoice Pricing Quote Worksheet Example

Date: Enter Invoice Date

Customer

Name | Gwinnett County Fleet Management
 Address, 620 Swanson Dr. Lawrenceville GA 30043
 Phone 678 442 3301

For

% Invoice Quote # _____
 Quote Date ___/___/___
 Description _____
 Manufacturer Model _____

Item Description	Amount
Manufacturer Invoice # _____	\$100.00
% +, @ or - Manufacturer Invoice Amount (2% Below)	-2.00%
% Amount	-\$2.00
Upfitter Equipment/Accessories@ cost when specified	\$0.00
Other	\$
Estimated Delivery days ARO	120 days

	Subtotal	\$98.00
	Additional Discounts	N/A
TOTAL COST DELIVERED FOB GWINNET COUNTY		\$98.00

- Attach Copy of Actual Manufacturer Invoice () YES COMPLY () NO
- Delivery includes all tag title registration documents () YES COMPLY () NO
- Delivery includes all cost /freight FOB to Gwinnett () YES COMPLY () NO
- Delivery scheduled advance appointment only () YES COMPLY () NO

Prepared and submitted by: _____ Date: ___/___/_____



Exhibit A Invoice Pricing Quote Template

Date: Enter Date

Customer

Name | Gwinnett County Fleet Management
 Address, 620 Swanson Dr. Lawrenceville GA 30043
 Phone 678 442 3301

For

% Invoice Quote # _____
 Quote Date ___/___/___
 Description _____
 Manufacturer Model _____

Item Description	Amount
Manufacturer Invoice # _____	\$
% +, @ or - Manufacturer Invoice Amount _____	%
% Amount	\$
Upfitter Equipment/Accessories@ cost when specified	\$
Other	\$
Estimated Delivery days ARO	Days

Subtotal	\$
Additional Discounts	\$
TOTAL COST DELIVERED FOB GWINNET COUNTY	\$

- Attach Copy of Actual Manufacturer Invoice () YES COMPLY () NO
- Delivery includes all tag title registration documents () YES COMPLY () NO
- Delivery includes all cost /freight FOB to Gwinnett () YES COMPLY () NO
- Delivery scheduled advance appointment only () YES COMPLY () NO

Prepared and submitted by: _____ Date: ____/____/____

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

FEE SCHEDULE

ITEM	APPROX QTY	DESCRIPTION	DAYS DELIVERY A.R.O.	Bid Price to Manufacturer's Dealer Invoice	%
1	TBD	Various Utility, Landscape, Equipment and Specialty Custom Trailers including all up-fitter, equipment components accessories, delivery , tag, title, and registration documents as specified all delivered FOB to Gwinnett County		% Above () Zero % () % Below ()	
2	TBD	Example #1 (12 Ton Equipment Trailer) pricing worksheet, actual manufactures invoice provided with bid as specified item 1	N/A	Example #1 provided as requested YES () NO ()	
3	TBD	Example #2 (Cargo Dump Trailer) pricing worksheet, actual manufactures invoice provided with bid as specified item 2	N/A	Example #2 provided as requested YES () NO ()	
4	TBD	Example #3 (Landscaping Equipment Trailer) pricing worksheet, actual manufactures invoice provided with bid as specified item 3	N/A	Example #3 provided as requested YES () NO ()	

Company Name _____

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

FEE SCHEDULE CONTINUED

Gwinnett County re 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 approval by the Board of Commissioners. Unless otherwise noted, quoted prices will remain firm for four 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.

1st renewal period _____

2nd renewal period _____

3rd renewal period _____

4th renewal period _____

If a percentage **increase** will be a part of this bid, please note this in the space provided

1st renewal period _____

2nd renewal period _____

3rd renewal period _____

4th renewal period _____

Certification of Non-Collusion In Bid Preparation _____

Signature

Date

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this bid, 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 _____ Does your company currently have a location within Gwinnett County? Yes No

Address _____

Representative Signature _____ Email Address: _____

Printed Name _____

Telephone Number _____ Fax Number _____

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

References

Provide at least three (3) references for which your firm has provided similar vehicles.

1. Customer Name: _____
Types of Trailers Provided: _____

Period of Service: _____
Approximate Annual \$ Value: _____
Contact Name: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

2. Customer Name: _____
Types of Trailers Provided: _____

Period of Service: _____
Approximate Annual \$ Value: _____
Contact Name: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

3. Customer Name: _____
Types of Trailers Provided: _____

Period of Service: _____
Approximate Annual \$ Value: _____
Contact Name: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COMPANY NAME _____



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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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

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

BL030-22

Buyer Initials: CD

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
SIGNATURE

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 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 (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

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 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.