



May 12, 2022

**INVITATION TO BID  
BL065-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Safety Shoes on an Annual Contract with Four (4) One-Year 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 June 13, 2022**, at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding bids should be directed to Chelsey Ward, Purchasing Associate II, at [Chelsey.Ward@gwinnettcounty.com](mailto:Chelsey.Ward@gwinnettcounty.com) or by calling 770-822-7788, **no later than May 26, 2021**. 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 Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

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

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

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

*Chelsey Ward*

Chelsey Ward  
Purchasing Associate II

The following pages should be returned as your bid:

**Bid Schedule, Pages 4-19**  
**References, Page 20**  
**Contractor Affidavit and Agreement, Page 21**  
**Code of Ethics Affidavit, Page 22**

**SCOPE OF WORK**

This contract will be utilized by multiple user departments which may have varying ship to addresses. The successful low bidder(s) will provide shoes in a timely and efficient manner. Delays in manufacturing and delivery causes delays on the job and/or prohibit County employees from being able to perform their work. The County reserves the right to cancel any purchase order if delivery is not made within the contracted delivery terms. Therefore, it is the responsibility of the supplier to provide accurate and realistic delivery terms on their bid submittal.

**REQUIREMENTS**

- A. The use of brand name is not for restrictive purposes or to limit competition, but to assist suppliers in determining the standard of quality Gwinnett County is seeking. It should be understood that items equaling or surpassing the quality level are also acceptable. Gwinnett County shall be the sole determinant of acceptability of all approved equivalents. It is the supplier's responsibility to prove equivalent products equal or exceed the quality level of the product(s) specified. If bidding an equivalent product, specifications/brochures should be submitted with quote.

When bidding an equivalent product, supplier represents:

- Equivalent product has been personally investigated and determined to be equal to or superior in all respects to that specified.
  - Product identification, including manufacturer's name and address should be provided as part of quote document.
- B. Quantities are approximate for annual usage. Orders will be placed on an "as needed" basis. Orders must be filled regardless of quantity and/or dollar amount. The appropriate Gwinnett County department should be notified prior to deliveries, or as soon as orders are ready for pick up.
- C. Unit prices must be FOB destination prepaid and allowed delivered to various Gwinnett County locations. Gwinnett County reserves the right to pick up shoes at supplier location.
- D. Since employees may be required to travel to the supplier's site to pick up shoes, location may be taken into consideration in determining award.
- E. Gwinnett County requires supplier to provide a "Shoe Mobile" **and** a physical store nearby that staff may go to be measured, try-on, and purchase boots/shoes as needed.
- i. Currently, a ticket for approval to purchase is given to staff, that ticket is then taken to the awarded supplier and used to receive a pair of shoes. At that point in time, the supplier gives a receipt to the staff member and sends the invoice to disbursements.
  - ii. Gwinnett County will consider paperless options for securing products in this contract. Please submit a paperless option on the space provided on the Bid Schedule if one is available. The County will select the process with the awarded supplier.
- F. Gwinnett County employees will provide supplier an authorization form. This form will state which shoes are available to this employee. Gwinnett County will NOT be responsible for payment of any shoe sold to a Gwinnett County employee not authorized by each division/department.
- G. Successful supplier is responsible for measuring all employees.
- H. Gwinnett County will accept **only** first run quality, no seconds.
- I. Successful supplier should maintain ample stock of all shoes awarded under this contract in order to meet the delivery times specified in their bid.
- J. It will be responsibility of the supplier to incur any additional shipping costs associated with shipment of wrong sizes/not true sizes.

- K. All shoes and boots must have steel or fiberglass toe and be ANSI and OSHA approved standard ANSI I/75 C/75 or as indicated.
  
- L. Gwinnett County reserves the right to request samples prior to award for evaluation. 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.

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 BID SCHEDULE - DELIVERY/PICKUP LOCATIONS AS OUTLINED ON PAGE 2, ITEM E**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
1	23 EA	Wolverine 4707 Men's 11" Boot, Brown, pull-on, Wellington, non-insulated, full leather uppers, removable cushion insole, steel shank, rubber outer sole, steel toe, electrical hazard. ASTM F2412-05 PT99 1/75 C/75. Size: M & XW 7-14, <b>or approved equivalent</b>			\$	\$
2	2 EA	HYTEST K13610 Men's 6" Boot, black, lace up, waterproof, non-insulated, full grain leather uppers, Cambrelle lining, waterproof membrane, rubber sole, composite or steel toe, electrical hazard. ASTM F2412-05 PT99 1/75 C/75. Size: M & W 4-14, <b>or approved equivalent</b>			\$	\$
3	4 EA	WOLVERINE W04405 Men's 6" Boot, brown, lace-up, waterproof, non-insulated, full grain leather uppers, Cambrelle lining, waterproof membrane, rubber lug sole, composite or steel toe, electrical hazard. ASMTM F2412-05 PT99 1/75 C/75. Size: M 7-14 W 7-13, <b>or approved equivalent</b>			\$	\$
4	3 EA	Florsheim FS2416 Men's shoes, black oxford, plain toe, lace-up, full grain leather uppers, casual lightweight, Cambrelle lining, removable cushion insole, slip/oil resistant, electrical hazard, polyurethane soft outsole, padded collar, steel or composite toe ASTM F2412-05 PT99 1/75 C/75. Size: M & W 6-14, <b>or approved equivalent</b>			\$	\$
5	15 EA	HYTEST K12170/12171 Women's 6" Boot or hiker style, Black/Brown, lace-up, plain toe, membrane-waterproof, non-insulated, electrical hazard, rubber lug outsole, padded collar, steel or composite toe, ASTM F2421-05 PT99 1/75 C/75. Size: M & W 5.5-11, <b>or approved equivalent</b>			\$	\$

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6	24 EA	Thorogood TG804-6191 Men's 8" side-zip boot, brown, waterproof leather uppers, steel toe cap, removable cushion insole, light weight outsole, steel shank, waterproof construction, ASTM F2412-05 PT99 I/75 C/75.EH. Size: M & W 7-12, 13, 14, <b>or approved equivalent</b>			\$	\$
7	1 EA	HYTEST K23086, 23085 Men's 6" boot, full grain leather, extra wide toe cap, full cushion insole, slip & oil resistant outsole, meets ASTM F2412-05 PT99 I/75 C/75 EH. Size: 4E 8-12, 13, <b>or approved equivalent</b>			\$	\$
8	6 EA	Nautilus Steel Toe Work Shoe Model # N1392, ANSI/ASTM I75 & C75 Approved, Full Grain, Water Resistant, Nubuck Leather Upper, Ergonomically Designed Wide Area Toe Cap, Removable Anti-Fatigue Polyurethane Sock Liner, EVA Midsole for Maximum Comfort, Highly Durable, Slip & Oil Resistant Outsole. Size: 7 medium/wide/extra wide – 17 medium/ wide/ extra wide, <b>or approved equivalent</b>			\$	\$
9	1 EA	Nautilus Steel Toe Work Shoe # N1317, ANSI/ASTM I75 & C75 Approved, Nylon & Leather Upper, Ergonomically Designed "Wide Area" Composite Alloy Safety Toe Cap, Removable, Anti-Fatigue Polyurethane Insole, EVA Midsole for Maximum Comfort, Highly Durable, Slip and Oil Resistant Firm Support Outsole with Shank for Stability, No Exposed Metal on Upper, Color - Black/Silver/Red. Size: 7 medium/wide – 15 medium/wide, <b>or approved equivalent</b>			\$	\$
10	1 EA	Florsheim FE 860 steel toes boots, electrical hazard, slip resistant, ASTM F2413-11M I/75 C/75. Size: 6 to 16, <b>or approved equivalent</b>			\$	\$
11	2 EA	Reebok RB4490, composite toe, static dissipating, slip resistant, ASTM F2413-11M I/75 C/75. Size: 6 to 16, <b>or approved equivalent</b>			\$	\$

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12	1 EA	Reebok RB449, ITE toe, static dissipating, ASTM F2413-11M I/75 C/75 Size: 6 to 16, <b>or approved equivalent</b>			\$	\$
13	1 EA	Timberland Pro TL47001 Men's 6" boot, full grain leather, meets ASTM F2412-05 PT99 I/75 C/75 EH. Size: 4E 8-12, 13, Men's Sizes M7-15, W7-15, <b>or approved equivalent</b>			\$	\$
14	1 EA	Women's Hystest K11160-Black, Water resistant Hiker with Composite toe, Women's med Sizes 6-12 and wide 6-12, <b>or approved equivalent</b>			\$	\$
15	10 EA	Reebok Hiker RB4555-Black, Water resistant Hiker with Composite toe, Sizes 6-15 and wide 6-14 and Extra Wide 8-13, <b>or approved equivalent</b>			\$	\$
16	7 EA	Reebok Hiker RB4444-Brown, Water resistant Hiker with Composite toe. Sizes 6-15 and wide 6-14 and Extra Wide 8-13, <b>or approved equivalent</b>			\$	\$
17	17 EA	W10314 Wolverine, Waterproof 6 in Composite Toe, Brown Electrical Hazard, Waterproof nubuck leather upper. Moisture managing mesh with waterproof membrane lining. Removable EPX anti fatigue footbed. Footbed. PU midsole. Rubber lug outsole. Nylon shank. Direct attach construction, <b>or approved equivalent</b>			\$	\$
18	40 EA	Wolverine WW8399 - Bonaventure, Men's 6" Hiker, Black - Waterproof Full Grain Leather Upper, Wave Mesh Lining. Removable Air Cell Pu Cushion Footbed with Anti-Microbial Mesh Sock Liner. Compression Molded Eva Midsole. Rubber Lug Outsole. Composite Toe. Eh ASTM F2413-11 M I/75, C/75, Eh Compliant. Wide Width - All Sizes, <b>or approved equivalent</b>			\$	\$

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19	20 EA	ROCKPORT WGRK6640 – More Energy, Men’s 6” Hiker, Brown - Waterproof Tumbled Full Grain Leather. Moisture Wicking Nylon Mesh Lining with Hydro-Defense Waterproof Bootie. Removable Eva Cushion Insert with Adiprene Shock Absorbing Heel and Rebounding Forepart Pad. Dual Density, Direct Attached Pu Midsole. Rubber Traction Outsole. Composite Toe. Eh. Waterproof. 100% Nonmetallic. ASTM F2413-11 M I/75, C/75, Eh Compliant- All Sizes, <b>or approved equivalent</b>			\$	\$
20	52 EA	TIMBERLAND PRO HELIX – TMA1RW4, Men’s 8”, Brown - Distressed Full Grain Leather Upper. Molded Timberland Pro Rubber Toe Protector. Breathable, Moisture Wicking Lining with Antimicrobial Treatment and Waterproof Membrane. Blood Borne Pathogen Feature. Anti-Fatigue Technology Pu Footbed for Shock Absorption and Energy Return. Pu Midsole. Timberland Pro Rubber Outsole Is Oil, Heat Abrasion and Slip Resistant. Direct Attached Construction. Composite Toe. Eh. Wp. ASTM F2413-11 M I/75, C/75, Eh Compliant – All Sizes, <b>or approved equivalent</b>			\$	\$
21	1 EA	Men's Carhartt CMF6371 6" Rugged Flex Boot CT, waterproof membrane, oil, chemical and slip resistant. Composite toe, <b>or approved equivalent</b>			\$	\$
22	24 EA	KEEN UTILITY – KN1016962 – Davenport, Men’s 6” Hiker, Shitake/Forest Night - Waterproof Nubuck Upper with Pu Coated Waterproof Suede. Moisture Wicking Lining with Keen. Dry Waterproof, Breathable Membrane. Removable Metatomical Dual Density Eva Footbed. Cleansport Nxt Treatment for Natural Odor Protection. Pu Midsole. Oil And Slip Resistant, Non-marking Rubber Outsole With 90 Degree Heel Breast. 100% Nonmetallic. Composite Toe. Eh. ASTM F2413-11 M I/75, C/75, Eh Compliant. Wide Width – All Sizes, <b>or approved equivalent</b>			\$	\$

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23	5 EA	MEN'S 6"TL26078 - TIMBERLAND PRO TITAN, WATERPROOF - Dark Brown Men's Med 7-12,13,14,15, Men's Wide 7-12,13,14,15 / XW 7-12,13,14,15, Waterproof Full Grain Leather, Moisture Channeling Antimicrobial Mesh Lining, Polyurethane Midsole, Safety Toe, SR WP ST EH, <b>or approved equivalent</b>			\$	\$
24	6 EA	Florsheim FS2700 Casual Moc Toe Oxford; resistant to oil, chemicals, and abrasives, composite toe, 100% Non-metallic, ASTM F2413-05, <b>or approved equivalent</b>			\$	\$
25	15 EA	HYTEST – 10800, Unisex Oxford - Full Grain, Waterproof Leather Upper. Mesh Lining. Removable Eva Pesu Iii Full Cushion Footbed. Waterproof. Comp Toe. Eh. ASTM F2413-11 M I/75, C/75, Eh Compliant. Wide Width – All Sizes, <b>or approved equivalent</b>			\$	\$
26	95 EA	ARIAT – 1200, MEN'S BROWN SLIP ON WELLINGTON - Waterproof Pro Shuts Out the Wet and Snow. Ariat's Ats Max Platform Provides Maximum Torsional Stability for Reduction of Foot Fatigue and Proper Body Alignment. The Sole Pairs a Lightweight, Cushioning Eva Midsole with Ariat's Highly Abrasion Resistant Oil and Slip Resisting Duratread Outsole for The Ideal Combination of Comfort and Durability. Features Ariat's Unique, Patent-Pending U-Turn Entry System, Allowing Easy Entry with A True Fit Regardless of Foot Shape. Composite Toe. ASTM F2413-11 M I/75, C/75, Eh Compliant. Wide Width – All Sizes, <b>or approved equivalent</b>			\$	\$
27	12 EA	WOLVERINE – WW10180 / WW10181 PIPER, Women's 6", Brown / Black - Waterproof Roughneck Leather, Non-Metallic Hardware. Wave Mesh Lining with Waterproof Membrane. Removable Air Cell Pu Cushion Insole. Compression Molded Eva Midsole. Oil and Slip Resistant Rubber Outsole. Composite Toe. Eh. ASTM F2413-11 F I/75, C/75 Eh Compliant. All Sizes, <b>or approved equivalent</b>			\$	\$

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28	2 EA	MERRELL – MLJ15876, MOAB 2 Vent Mid, Women’s 6” Hiker, Black - Waterproof Leather and Textile Upper. Breathable Mesh Lining. Merrell M Select Dry Impermeable Waterproof Membrane. Nonmetallic Hardware. Abrasion Resistant Rubber Toe Overlay. Molded Tpu Heel Counter. Kinetic Fit Elite Eva Contoured Footbed. Oil And Slip Resistant Merrell M Select Grip Rubber Outsole. Waterproof. Composite Toe. Eh. ASTM F2413-11 F I/75, C/75, Eh Compliant. All Sizes, <b>or approved equivalent</b>			\$	\$
29	10 EA	Justin Boots: JBWK2104, JBWK2101 Tanker Black/Brown Steel toe 11” steel toe work boot 7D-15EE (all sizes), <b>or approved equivalent</b>			\$	\$
30	2 EA	Wolverine - W10383, Women’s Merlin Waterproof Composite-toe 6” work boot Brown, waterproof membrane and mesh lining. Non-metallic hardware; removable polyurethane footbed; EVA midsole; nylon shank; All Sizes and Widths, <b>or approved equivalent</b>			\$	\$
31	10 EA	Justin Driscoll Mahogany – WK2111 11-inch steel toe pull-on workboot. All Sizes and Widths (7D-15EE), <b>or approved equivalent</b>			\$	\$
32	10 EA	Justin Mechanic Brown – WK2120 11-inch steel toe work boot All Sizes and Widths (7D-15EE), <b>or approved equivalent</b>			\$	\$
33	2 EA	SR MAX SRM 265 Denali black women’s waterproof, comp toe, EH, nonmetallic hiker style Waterproof, oiled tumbled leather upper. Waterproof membrane bootie. PU cup insole. Molded phylon midsole. SR Max Maxtrax oil and slip resistant rubber outsole. Comp TOE EH, security friendly. ASTM F2413-11F1/75,C/75, EH compliant SRM265 sizes 5-11, <b>or approved equivalent</b>			\$	\$
34	2 EA	SR MAX SRM479 BOONE WOMENS, BLACK, COMP TOW, EH HIKER Style SRM 479 leather upper. Mesh Linings. Molded PU Cup removable footbed. SR Max Maxtrax slip resistant rubber outsole. Comp TOE EH, security friendly. ASTM F2413-11 F1/75,C/75, EH compliant. Sizes 6-10, <b>or approved equivalent</b>			\$	\$

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35	2 EA	SR MAX SRM295 BLACKBEAR WOMEN'S, 8-INCH, WP INSULATED, COMP TGOE WORK BOOT. Style SRN295 Waterproof oiled, full grain leather upper Mesh Linings Waterproof bootie. 400 grams Thinsulate insulation. PU cup removable insole Molded phylon midsole. SR Max Maxtrax slip resistant rubber outsole. Metal free. Comp Toe ASTM F2413-11 F1/75, C/75, EH compliant sizes 6-10, <b>or approved equivalent</b>			\$	\$
36	2 EA	511 TACTICAL FEL12145 ATAC SHIELD, WOMENS BLACK COMPTOE, EH, PR, 8 INCH BOOT Style FEL12145 Full grain leather upper, Side zip closure. Moisture wicking lining with blood borne pathogen resistant membrane. Cushioned footbed with shock Mitigation Systems for optional shock absorption. Puncture resistant board. Oil and slip resistant rubber outsole. Comp toe ASTM F2413-11 F1/75, C/75, EH/PR compliant sizes 6-10, <b>or approved equivalent</b>			\$	\$
37	2 EA	SR MAX SRM260 KOBUK WOMENS, SLIP RESISTANT WATERPROOF, SOFT TOE BLACK HIKER Style SRM260 Waterproof oiled tumbled leather upper. Waterproof bootie construction. Tailbrella linings. Molded removable PU Cup insole. Molded phylon midsole. SR MAX slip resistant rubber sole outsole. Soft tow, No safety toecap. All Sizes, <b>or approved equivalent</b>			\$	\$
38	5 EA	IRON AGE IA0160 HAULER Composite toe, electrical hazard protection, permabond polyurethane outsole, waterproof, padded collar, full grain leather upper; AST< F2412-05 PT99 1/75 C/75, Size N 8-13, M & W 7-14, <b>or approved equivalent</b>			\$	\$
39	15 EA	TIMBERLAND PRO TM65016 Waterproof leather with seam sealed direct attach PVC midsole construction; anti-microbial linings and footbed cover; contoured shock diffusion plate; waterproof; 200g insulation; Timberland PRO heat, slip and abrasion resistant rubber lug outsole; steel toe; ASTM F2412-05 PT99 I/75 C/75 - Size M & XW 7-14, <b>or approved equivalent</b>			\$	\$

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40	5 EA	WORK ZONE WZS651-BL Waterproof oiled leather; moisture absorbing lining; 200g Thinsulate insulation; slip and oil resistant flex dual density PU outsole; steel toe; ASTM F2412-05 PT99 I/75 C/75, Size M & W 4-14, <b>or approved equivalent</b>			\$	\$
41	5 EA	WORK ZONE WZS651-BROWN Waterproof oiled leather; moisture absorbing lining; 200g Thinsulate insulation; slip and oil resistant flex dual density PU outsole; steel toe; ASTM F2412-05 PT99 I/75 C/75 Size M & W 4-14, <b>or approved equivalent</b>			\$	\$
42	27 EA	HYTEST 12271 UNISEX Waterproof action leather upper; breathable comfort mesh lining; removable PESU III EVA footbed; EVA comfort midsole; apex oil and slip resistant rubber outsole; steel toe; waterproof; ASTM F2413-11 M I/75 C/75 EH compliant Size M 7-14 W 7-13, <b>or approved equivalent</b>			\$	\$
43	5 EA	CAROLINA BOOT CA 5520 6" boot, leather upper, composite safety toe, waterproof; Polyurethane footbed; EVA midsole; cushion insole; electrical hazard; non-metallic shank; oil and slip resistant outsole; ASTM F2412-05 PT99 I/75 C/75, Size M & W 6-14, <b>or approved equivalent</b>			\$	\$
44	12 EA	HYTEST 13811 6" boot, waterproof; full grain leather upper; abrasion resistant mesh lining with waterproof membrane; molded PU high energy performance insole with molded EVA stabilizer and foam footbed; Dura-Tech oil and slip resistant rubber outsole; composite toe; ASTM F2421-05 PT99 I/75 C/75 - Size M & W 3-14, <b>or approved equivalent</b>			\$	\$
45	5 EA	THOROGOOD TG804-4808 MENS 7" BOOT waterproof leather uppers, steel toe cap, removable cushion insole, light weight outsole, steel shank, waterproof construction; ASTM F2412-05 PT99 I/75 C/75 EH- Size 4E 8-12, 13, <b>or approved equivalent</b>			\$	\$
46	10 EA	WOLVERINE WW4626 6" BOOT full grain leather upper, PK mesh lining; removable full cushion insole; compression molded EVA midsole; cement construction, nylon shank, oil and slip resistant rubber outsole, abrasion resistant, composite toe- Size 7 medium/wide – 15 medium/wide, <b>or approved equivalent</b>			\$	\$

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47	5 EA	WOLVERINE WW2287 full grain waterproof leather; wave mesh lining; MultiShox removable full cushion footbed; PU midsole; contour welt construction; rubber lug outsole; waterproof; steel toe; slip resistant; ASTM F2413-05 standards Size 7-14 medium/wide, <b>or approved equivalent</b>			\$	\$
48	4 EA	WOLVERINE WW10180 BROWN WOMENS 6" BOOT waterproof roughneck leather; nonmetallic hardware; wave mesh lining with waterproof membrane; removable air cell PU cushion insole; compression molded EVA midsole; oil and slip resistant rubber outsole; composite toe; ASTM F2413-11M I/75 C/75- Women's sizes 6-16, <b>or approved equivalent</b>			\$	\$
49	2 EA	WOLVERINE WW10181 BLACK WOMENS 6" BOOT waterproof roughneck leather; nonmetallic hardware; wave mesh lining with waterproof membrane; removable air cell PU cushion insole; compression molded EVA midsole; oil and slip resistant rubber outsole; composite toe; ASTM F2413-11M I/75 C/75, Women's sizes 6-16, <b>or approved equivalent</b>			\$	\$
50	11 EA	TIMBERLAND PRO TM26078 BROWN 6" BOOT soft upper; anti-microbial spacer mesh lining; open cell PU footbed with Outlast Adaptive Comfort technology; PU cushioned midsole; Timberland PRO oil slip and abrasion resistant rubber outsole; Titan Alloy safety toe; ASTM F2413-11M I/75 C/75- Size 7-15 and 7-15 wide, <b>or approved equivalent</b>			\$	\$
51	5 EA	TIMBERLAND PRO TM50507 BLACK 6' BOOT soft upper; anti-microbial spacer mesh lining; open cell PU footbed with Outlast Adaptive Comfort technology; PU cushioned midsole; Timberland PRO oil slip and abrasion resistant rubber outsole; Titan Alloy safety toe; ASTM F2413-11M I/75 C/75 -Size 7-15 and 7-15 wide, <b>or approved equivalent</b>			\$	\$

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52	5 EA	WOLVERINE WW10314 BROWN 6" BOOT waterproof upper leather; wave mesh lining with Wolverine PC Dry waterproof membrane; dual density PU EPX anti-fatigue footbed; PU midsole; slip resistant rubber outsole; direct attached construction; composite toe; ASTM F2413-11M I/75 C/75- Size 7-14 and 7-13 wide, <b>or approved equivalent</b>			\$	\$
53	15 EA	WOLVERINE WW10326 BLACK 6" BOOT waterproof upper leather; wave mesh lining with Wolverine PC Dry waterproof membrane; dual density PU EPX anti-fatigue footbed; PU midsole; slip resistant rubber outsole; direct attached construction; composite toe; ASTM F2413-11M I/75 C/75- Size 7-14 and 7-13 wide, <b>or approved equivalent</b>			\$	\$
54	28 EA	WOLVERINE WW10318 WELLINGTON BOOT waterproof upper leather; wave mesh lining with Wolverine PC Dry waterproof membrane; dual density PU EPX anti-fatigue footbed; PU midsole; slip resistant rubber outsole; direct attached construction; composite toe; ASTM F2413-11M I/75 C/75- Size 7-14 and 7-13 wide, <b>or approved equivalent</b>			\$	\$
55	20 EA	SR MAX SRM2600 BROWN BOOT waterproof, oiled, tumbled leather upper; waterproof bootie construction; nylon mesh lining; molded removable PU cup insole; molded phylon midsole; SR Max MaxTrax slip resistant rubber outsole; composite toe; EH; ASTM F2413-11 M I/75 C/75; EH compliant-Size 8-15 and 8-14 wide and 8-14 extra wide, <b>or approved equivalent</b>			\$	\$
56	20 EA	SR MAX SRM2600 BLACK BOOT waterproof, oiled, tumbled leather upper; waterproof bootie construction; nylon mesh lining; molded removable PU cup insole; molded phylon midsole; SR Max MaxTrax slip resistant rubber outsole; composite toe; EH; ASTM F2413-11 M I/75 C/75; EH compliant-Size 7-16 and 7-16 wide and 7-16 extra wide, <b>or approved equivalent</b>			\$	\$

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

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

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
57	14 EA	ARIAT AR1200 WATERPROOF PRO abrasion resistant oil and slip resisting; EVA midsole; Duratread outsole; U-turn Entry System; composite toe; ASTM F2413-11 M I/75 C/75; EH compliant. Size 7.5D-14D and 7.5EE-14EE, <b>or approved equivalent</b>			\$	\$
58	14 EA	REEBOK WGRB4041 UNISEX BLACK SHOE mesh with leather webbing upper; moisture wicking nylon mesh lining; Memory Tech Massage removable cushion footbed; Sublite EVA cushion midsole with oil and slip resistant rubber heel and forepart flex pads; XTR alloy toe; EH ASTM F2413-11 M I/75 C/75; EH compliant -Size 7-16, <b>or approved equivalent</b>			\$	\$
59	14 EA	REEBOK WGRB4141 MENS BLACK SHOE microfiber and mesh upper; moisture wicking mesh lining; Memory Tech Massage removable cushion footbed; Sublite EVA cushion midsole with oil and slip resistant rubber heel and forepart pads; XTR alloy toe; SD with dual resistor technology; no exposed metal on upper; ASTM F2413-1 M I/75 C/75; SD compliant- Size 7-14, <b>or approved equivalent</b>			\$	\$
60	2 EA	REEBOK WGRB416 WOMENS SHOE leather with micro web upper; moisture wicking nylon mesh lining; removable FootFuel injected EVA cushion footbed; Sublite EVA cushion midsole; slip resistant rubber outsole; no exposed metal on upper; steel toe; SD with dual resistor technology; ASTM F2413-11 F I/75 C/75 SD compliant- Size 6-11, <b>or approved equivalent</b>			\$	\$
61	5 EA	KEEN UTILITY KN1007965 abrasion resistant touch tec leather; compression molded EVA midsole; Keen Dry waterproof breathable membrane; locking metal hooks and lacing eyelets; oil and slip resistant no-marking rubber outsole; ASTM F2413-11 M I/75 C/75 EH compliant Size 7-15, 7D-15D, 7EE-15EE, <b>or approved equivalent</b>			\$	\$

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

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BID SCHEDULED CONTINUED**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
62	1 EA	HYTEST 12200 RYLIE WATER REPELLENT METATARSAL GUARD COMPOSITE TOE 6" HIKER waterproof full grain leather upper; moisture wicking mesh lining; internal metatarsal guard; removable EVA cushioned footbed; oil and slip resistant rubber outsole; cement construction; ASTM F2413-18 M I/75 C75; EH compliant Size 4-14M AND 4-14W, <b>or approved equivalent</b>			\$	\$
63	1 EA	HYTEST 12561 NICKEL METATARSAL GUARD STEEL TOE 6" HIKER suede leather and mesh upper; moisture wicking mesh lining; internal metatarsal guard; removable memory foam and EVA cushioned footbed; EVA cushioned midsole; oil and slip resistant rubber outsole; cement construction; ASTM F2413-18 M I/75 C/75 Size 4-14M AND 4-14W, <b>or approved equivalent</b>			\$	\$
64	1 EA	HYTEST 17320 MYRA WOMENS COMPOSITE TOE SHOE leather upper; moisture wicking mesh lining; removable EVA cushioned footbed; EVA cushioned midsole; oil and slip resistant rubber outsole; cement construction; ASTM F2413-18 M I/75 C75 - Size 5-11M AND 5-11W, <b>or approved equivalent</b>			\$	\$
65	3 EA	WOLVERINE 10678 WOMENS JETSTREAM CARBONMAX SAFETY TOE SHOE breathable mesh and TPU upper; moisture wicking mesh lining; memory foam footbed; slip resistant rubber lug outsole; lightweight cement construction; nylon shank; composite toe; ASTM F2413-18 M I/75 C/75 Size 5-10, <b>or approved equivalent</b>			\$	\$
66	1 EA	SR MAX SRM4790 BOONE MENS SLIP RESISTANT BLACK COMPOSITE TOE HI TOP ATHLETIC SHOE slip resistant; oil resistant; composite toe - Size 7-16M AND 7-16EW, <b>or approved equivalent</b>			\$	\$
67	1 EA	SR MAX SRM610 DOVER WOMENS BLACK, SLIP RESISTANT, ATHLETIC SNEAKER slip resistant, oil resistant, Size 2-12M and 2-12EW, <b>or approved equivalent</b>			\$	\$

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

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BID SCHEDULED CONTINUED**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
68	1 EA	SR MAX SRM6100 DOVER MENS BLACK, SLIP RESISTANT, ATHLETIC SNEAKER slip resistant, oil resistant Size 7-16M and 7-16EW, <b>or approved equivalent</b>			\$	\$
69	1 EA	Bates 8" tactical sport size zip boot, black, <b>or equivalent</b> , all sizes (Men & Women), <b>or approved equivalent</b>			\$	\$
70	2 EA	Reebok WGRB039 Sublite Work, Women's, Black, Comp Toe, SD, Low Athletic, all sizes (6-12), all widths (M & W), Style: WGRB039, <b>or approved equivalent</b>			\$	\$
71	2 EA	Reebok WGRB046 SubLite Cushion Work Women's, Navy/Pink, Alloy Toe, EH, Low Athletic, all sizes (6-11) and all widths (M & W), Style: WGRB046, <b>or approved equivalent</b>			\$	\$
72	2 EA	HYTEST 17402 Alpha XERGY, Women's, Nano Toe, SD, Casual Oxford, black and Teal Fade, all sizes (5-11), all widths, Style: 17402, <b>or approved equivalent</b>			\$	\$
73	12 EA	Justin Keavan, Men's Steel Toe, EH, Mt, WP Pull on boot, Brown, all sizes (7-14), all widths (D, EE) Style: WK4570, <b>or approved equivalent</b>			\$	\$
74	17 EA	Justin Switch, Men's Composite Toe, EH Square Toe, 11" boot, all colors, all sizes (7-14), all widths (B, D, EE), Style: WK4812, <b>or approved equivalent</b>			\$	\$
75	5 EA	Ariat WorkHog Waterproof Composite Toe Work Boot, All Colors (aged bark, oily distressed brown, dark copper), all sizes (7-14), all widths (B, D, EE), Style: 10008635 (aged bark); 10001200 (oily distressed brown); 10001203 (dark copper), <b>or approved equivalent</b>			\$	\$
76	2 EA	Georgia Boot Giant Revamp Steel Toe Inter Met-Guard Waterproof Work Boot, brown, all sizes (8-14), all widths (M, W), Style: GB00322, <b>or approved equivalent</b>			\$	\$

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



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 BID SCHEDULED CONTINUED**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
77	80 EA	ARIAT – AR10017420 Workhog, Men’s Comp Toe, EH, WP, Pull on Boot, Waterproof leather upper. Mesh lining. EVA midsole. Oil and slip resistant Duratread outsole with 90-degree heel breast. Patented U-Turn Entry system. ATS Max Technology for stability and foot-fatigue reduction. Waterproof PRO construction. Goodyear welt construction. Comp toe. EH. WP. ASTM F2413-18 M/I/C EH compliant, <b>or approved equivalent</b>			\$	\$
78	5 EA	ARIAT – 1943 Men’s Brown 8 Inch Workhog Boot Composite Toe SR Waterproof, Ariat ATS Max platform provides an extra level of stability. Waterproof Pro construction shuts out rain, snow, and water. 8-inch lacer with removable kiltie. EVA cushioning midsole combined with Duratread oil and slip resisting outsole. Goodyear welt construction. ASTM F2413-18 M/I/C EH compliant, <b>or approved equivalent</b>			\$	\$
79	30 EA	Timberland PRO TMA1Q54 Hypercharge, Men’s Comp Toe, EH WP, 6-inch boot. Full grain leather upper. Breathable and moisture wicking lining with anti-microbial treatment. Anti-Fatigue Technology PU footbed. EVA midsole. Nonmarking, slip, abrasion, and oil resistant Timberland PRO rubber outsole with Ladder Lock heel is heat resistant to 572 degrees F > Comp toe with CarbonShield technology. EH. Waterproof construction. ASTM F2413-18 M/ I/ C EH compliant <b>or approved equivalent</b>			\$	\$
80	30 EA	KEEN Utility KN1024184 Chicago, Black, Men’s, Comp Toe, EH WP, 6 Inch Boot. Leather upper. KEEN.DRY waterproof, breathable membrane. Removable metatomical PU footbed. KEEN.ReGEN cushion midsole. Oil and slip resistant rubber outsole is heat resistant to 572 degrees F. 90-degree heel breast. Carbon Fiber toe. EH. WP. ASTM F2413-18 M / I / C EH compliant. – All Sizes, <b>or approved equivalent</b>			\$	\$

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

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 BID SCHEDULED CONTINUED**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
81	10 EA	Timberland Pro TM50508 Dark Brown, Men's TiTAN Comp Toe, EH, 6 Inch Work Boot. Soft upper leather to minimize break-in time. Nonmetallic hardware. Anti-microbial, spacer mesh linings. Ortholite footbed with Dryz Intellitemp X-static moisture, temperature, and anti-microbial management. PU cushioned midsole. Timberland PRO oil, slip and abrasion resistant rubber outsole. Titan non-metallic safety toe. EH. ASTM F2413-18 M/I/C EH compliant <b>or approved equivalent</b>			\$	\$
82	10 EA	Timberland Pro TMA21QA Reaxion, Women's 6-inch Boot, Black, Full Grain Leather Upper. Breathable and moisture wicking lining with antimicrobial treatment for odor control. Waterproof membrane. Anti-fatigue technology PU footbed. EVA midsole. TPU wrapped Aerocore midsole for maximum energy return. Oil, Slip and abrasion resistant Luggy rubber outsole. Heat resistant up to 572 degrees F. Comp toe powered by carbonshield technology. EH. WP Security friendly. ASTM F2413-18 M/I/ C EH compliant All Sizes, <b>or approved equivalent</b>			\$	\$
83	25 EA	Ariat AR10018567 Powerline, Men's, Brown Comp Toe, EH, WP 8-inch Logger. Waterproof, full grain leather upper. Molded external heel protector. Removable kiltie. Waterproof Pro construction, 400 grams Thinsulate Ultra insulation. Shock absorbing PU midsole inserts. Vibram lug outsole. Goodyear leather welt construction. Waterproof. Comp toe. EH. ASTM F2413-18 M/ I/ C EH compliant <b>or approved equivalent</b>			\$	\$
<b>Total</b>						\$

STATE CLOSEST STOCKING LOCATION TO LAWRENCEVILLE, GA: \_\_\_\_\_

PLEASE STATE THE PAPERLESS PROCESS IF APPLICABLE TO YOUR COMPANY: \_\_\_\_\_

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

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

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin on July 20, 2022, or upon Board of Commissioners approval.

<b>Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.</b>			
<b>Renewal Option 1:</b>	_____ % Increase	_____ % Decrease	<b>Explanation</b> _____
<b>Renewal Option 2:</b>	_____ % Increase	_____ % Decrease	<b>Explanation</b> _____
<b>Renewal Option 3:</b>	_____ % Increase	_____ % Decrease	<b>Explanation</b> _____
<b>Renewal Option 4:</b>	_____ % Increase	_____ % Decrease	<b>Explanation</b> _____

Certification Of Non-Collusion in Bid Preparation \_\_\_\_\_  
Signature Date

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 bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item bid, delivered to the designated point(s) within the time specified in the bid 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 \_\_\_\_\_

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

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

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

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

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

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

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

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

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed. Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

- 1. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
- 2. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
- 3. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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



**BL065-22 Purchase of Safety Shoes on an Annual Contract**

**CONTRACTOR AFFIDAVIT AND AGREEMENT  
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

**For Gwinnett County Use Only:**  
**Document ID #** \_\_\_\_\_  
**Issue Date:** \_\_\_\_\_  
**Initials:** \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**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](http://www.gwinnettcountry.com)

## STANDARD INSURANCE REQUIREMENTS (For projects less than \$1,000,000)

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

## BL065-22

**Buyer Initials: CW**

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 \_\_\_\_\_

## \*\*\*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 the 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).**

**XXXI. 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).**

**XXXII. 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.

**XXXIII. CODE OF ETHICS:**

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its

subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

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

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

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

**XXXIV. 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.

**XXXV. ELECTRONIC PAYMENT**

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

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

**DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. 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 on the second floor.