



March 1, 2023

**INVITATION TO BID
BL027-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of a Fuel Management System** 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 Company Name. Bids will be received until 2:50 P.M. local time on **March 30, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcountry.com.

Questions regarding bids should be directed to Chris Duncan, CPPB, Purchasing Associate III, at christopher.duncan@gwinnettcountry.com or by calling 770-822-8741, no later than **March 14, 2023**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

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

Award notification will be posted after award on the County website, www.gwinnettcountry.com 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 with your bid:

Bid Schedule, Page 13
Contractor Information, Page 14
References, Page 15
Contractor Affidavit & Agreement, Page 16
Ethics Affidavit, Page 17

Gwinnett County Fleet Management

Fuel Management System

TABLE OF CONTENTS

- I. **STATEMENT OF WORK**
 - A. INTENT AND SCOPE
 - B. VENDOR QUALIFICATIONS
 - C. SPECIFIC REQUIREMENTS

- I. **STATEMENT OF WORK**

- A. **INTENT AND SCOPE**

It is the intent of these specifications, terms and conditions to describe the automatic fuel management system (FMS), for vehicles managed by Gwinnett County (hereafter the County). The system will control, authorize and record refueling of fleet vehicles using computerized data collection to allow for automated fuel management and shall interface with the County's existing Fleet Maintenance System. The County intends to award to the most responsible bidder whose response conforms to the BID and meets the County's requirements.

The County maintains a fleet of approximately 3,000 vehicles and pieces of equipment, which includes a mix of sedans, SUVs, light trucks, heavy-duty vehicles, construction equipment and small gas operated equipment. Vehicles belonging to local municipalities and the Board of Education also have access to the fuel sites. Fuel use is currently tracked using AssetWorks fuel management software that connects to the County's Fleet Focus software. The County's desired fuel management system will control, authorize and record the dispensing of petroleum products as a stand-alone system, capable of unattended operation, 7 days a week, 24 hours a day, to eleven (11) fueling sites, all of which include multiple pumps at each location. The system should also allow recording of the dispensing from mobile fuel trucks and auxiliary fuel tanks. This system will dispense petroleum products to County fleet vehicles and equipment. The vendor's product must be compatible with the County's existing fuel site equipment such as dispensers, hoses, and nozzles as well as electrical sources and supplies, junction boxes, cabling and conduit, wherever possible. Existing fuel management system wiring and/or fiber optic cable shall be replaced. Existing fuel dispensing equipment deemed unsuitable for use with the vendor's fuel management system must be listed with proposed replacement equipment offered as optional bid items. Reasons for replacement must be provided for each optional bid item.

The County intends for the installations to be performed on a site-by-site basis, with work on subsequent sites not to begin until full project signoff has been completed on each prior site. After installation is completed at two sites, the County will test the functionality and performance of the FMS system against the specifications of this BID. If the system does not perform as described in the BID, the County will allow the Contractor an opportunity to correct. If the Contractor is unable to meet the specifications of the BID, after given the opportunity to do so, the County may require that all installed hardware and software be removed from County sites. Contractor will be compensated for labor, supplies and related costs.

Below is a listing of sites, with the number of hoses and products dispensed at each site:

Number and Types of Hoses

Site #	Site Name	Unleaded	Diesel	DEF
2	Jimmy Carter (Westside Precinct) 6160 Crescent Blvd. Norcross, GA	2	2	1
6	Berkley Lake (Fire Station #19) 3275 N. Berkley Lake Rd. Duluth, GA	4	4	1
10	Oakland (Fire Station #20) 1801 Cruse Rd. Lawrenceville, GA	4	4	1
11	Southside (Fire Station #22) 2180 Stone Drive Lilburn, GA	4	4	1
12	Swanson 620 Swanson Dr. Lawrenceville, GA	6	6	1
13	Hamilton Mill 3608 Braselton Highway Dacula, GA	4	4	1
14	Buford (Fire Station #14) 1600 Buford Highway Buford, GA	4	4	1
15	Seaboard (DWR Central) 684 Winder Highway Lawrenceville, GA	4	4	1
16	Scenic Highway 703 Scenic Highway Lawrenceville, GA	4	4	1
17	Lawrenceville Highway (Fire Station #25) 3575 Lawrenceville Highway Lawrenceville, GA	4	4	1
18	Snellville Tag (Fire Station #12) 2825 Lenora Church Road Snellville, GA	4	4	1

B. VENDOR QUALIFICATIONS

1. Vendor Minimum Qualifications

- a. Bidder shall have been regularly and continuously engaged in the business of providing fleet fuel management systems for at least five (5) years.
- b. Bidder shall be an authorized manufacturer, dealer or provider of fleet fuel management systems.
- c. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this BID.

C. SPECIFIC REQUIREMENTS

All products shall be in new and unused condition and shall be of the most current and up-to-date model.

1. The Fuel Management Software must provide:

- Autonomous security, control & accounting operations requiring user input for mileage and employee identification for all vehicles;
- Ability to wirelessly communicate between fuel nozzle and vehicle (a wire down the hose is not desired);
- Ability to utilize wireless communication system between the fuel island controller unit and an automotive information module on the vehicle providing data transfer in both directions and permits the updating of flash memory in the vehicle unit;
 - a) System would collect information directly from the vehicle computer, such as odometer, engine hours, error messages, idle hours, PTO engage time, all via RF;
 - b) The vehicle information module would be easily installed by non-technical personnel, normally within 30 minutes. Each vehicle information module would be capable of being installed on any type of vehicle and would have the capability of being moved from one type of vehicle to another without re-programming;

- c) Updates to the vehicle module would be accomplished through the fuel island controller unit via RF. The Vehicle would not have to be brought into a shop or maintenance facility or have a computer connected to provide updates;
 - d) System would allow for seamless data stream between on-board vehicle controller unit, fuel island controller unit, and remote fleet management software;
- The bid shall include a list of the Bidder's standardized reports generated by the software, including example printouts of the most commonly used reports;
 - The bid shall include a list of any customizable reports that are available to the user with details of how to create the reports and any software application needed;
 - I.
 - System shall allow for automated scheduling of reports;
 - II.
 - System shall be accessible via web browser;
 - III.
 - System shall update transactions/messages from hardware in real-time;
 - IV.
 - System shall have ability to set unit alerts;
 - V.
 - System shall allow for the programming of keys.
2. The Fuel Management System should be able to utilize:
- a. Intrinsically safe non-powered wireless ID tag for fuel nozzles;
 - b. Intrinsically safe automotive information modules, each mounted in the vehicle/equipment and would:
 - 1. Record and track the vehicle's mileage, hours, and additional information via the vehicle's OBD II or using protocol J-1708 or J-1939 CAN (Controller Area Network) bus standards for large vehicles;
 - 2. Store vehicle specific information including but not limited to vehicle ID, mileage, type of product authorized, quantity limit, and site signature, and receive RF/ID Tag ID;

3. Transmit the data to a fuel island controller via RF.
- c. Wireless receiver and transmitter in the fuel island controller;
- d. Quote a price for automotive information modules, per b, above, including wireless ID tags, per a, above; receivers/transmitters per c, above.
 1. The Bidder will install the modules and wireless receivers/transmitters in different vehicles/locations.
 2. The cost for each item listed in d, above, listed as a separate item in the Bid Form to be implemented separately as needed.
3. The fuel island controller's function shall:
 - a. Evaluate the data, and upon verification that the data meets all acceptance criteria;
 - b. Receive, store and transmit data (i.e., mileage and employee ID) entered by the driver via keypad;
 - c. Allow the fuel dispenser to be activated;
 - d. Record all fueling transactions;
 - e. Transfer fueling transactions to remotely located fleet management software;
4. The fuel management system shall:
 - a. Provide control of fueling operations, authorization, security, and accounting by requiring the driver to only enter the employee ID number without further input from the individual accomplishing the fueling.
5. The equipment to be furnished must be designed to meet the following specifications:

6. Performance:
 - a. The fuel management system shall consist of the following or some equivalent:
 - (1) Store vehicle specific information including but not limited to vehicle ID, mileage, type of product authorized, quantity limit, and site signature;
 - (2) Interface with a chip key that is used to identify an authorized vehicle and initiates the use of a fuel island controller.
 - (3) A fuel island controller, located on the fuel island, shall be used to:
 - (a) Turn fuel dispensers on and off, monitor fuel dispensed, read and write data from automotive information modules, recognize authorized fleet vehicle users, and interface with dispensers and tank level monitoring systems. The unit must maintain vehicle and user information and should write to the flash memory of the vehicle equipment updated information. The fuel island controller should have flash memory in order to be updated via TC/IP connection, it should also store between 2,000 to 4,000 fueling transaction with data to identify the vehicle, user, type of fuel, amount of fuel, pricing, date/time stamp and additional information.
 - (4) Fuel Management System must be integrated with County Fleet Management Software currently in use(AssetWorks Fuel Focus).
 - (5) Fuel Management Software should be capable of transferring transaction data in a standard format (flat ASCII file, comma delimited, XML, etc.). Software should allow the County to generate fuel costs for selected work groups from the Fuel Management Software printer. Fuel costs should list each transaction for all vehicles within a work group for a user selected period. Software must have the capability to be used on a network with multiple seats. This software must be compatible with Windows operating systems and use an SQL database system.

(6) Fuel Management System Configuration

- (a) The fuel island equipment should be configured to authorize and control the dispensing of fuel based on the information supplied to the fuel island controller by the automotive information module or read/write key chips or smart cards. This data (the wireless ID Tag, site signature, vehicle ID, fuel type and quantity limits, and odometer reading) and fuel island controller stored data (site signature, RF/ID Tag ID to hose number and fuel type correlation, and vehicle ID

lock-out data) are processed by the fuel island controller prior to authorizing a fueling operation. Some vehicles can use key chips or cards while others may use RF automotive information modules for access. Upon completion of a fueling operation, a fueling transaction (time measured to the second, date, pump ID, hose number, quantity, transaction type, operator name and number, vehicle ID, and odometer) must be recorded by the fuel island controller for later transfer to the software.

(7) Fuel Management System Capabilities

- (a) Each fuel island controller must have the ability to simultaneously control at least five (5) hoses.

Each fuel island controller reader should store between 10,000 transactions. Fuel island units should also have the capability to control charging of Electric Vehicles (EVs).

- (b) The fuel island controllers must have a time-out to deactivate a hose should the pulse count and/or fueling stop. This missing pulse detector should be variable with the supervisor being able to set it as required;
- (c) Each hose should have the capability to be individually set for;
-

- 1) Any number of pulses for each unit of measurement, at least up to 1000;
 - 2) Thus the system can use various rate pulsers to measure different products to various levels of accuracy;
 - 3) An ability to interface with electronic and mechanical dispensers is desired.
- (d) The Fuel Management System controller shall be able to interface, in real time, with fuel management system software via a wireless network connection up to 1,000 feet.
- (e) The Fuel Management Software controller shall interface, in real time, with the existing Tank Monitoring System (TLS-350 and TLS-450 tank monitors).
- (8) The fuel island controller must permit manual override of the fuel island controller should any problem occur. The system must allow for remote lock-out and reset of the fuel island controller. The override must be a complete, total by-pass of the fuel island controller and must be able to be completed instantaneously from off-site location.
- (9) Operator Input at Fueling Station:
- (a) The operator (the individual who will be doing the fueling) will insert the key chip or wave a fob to enter their employee ID (and vehicle mileage if the vehicle does not have a module), remove the fuel nozzle from the dispenser, move the fuel dispenser's reset handle to the fueling position, insert the fuel nozzle into the filler neck associated with the vehicle's fuel tank, and dispense fuel. Upon completion of fueling operations the operator will remove the fuel nozzle from the filler neck and reinsert the fuel nozzle into the dispenser, after turning off the dispenser's reset handle. The control, authorization and accounting operations are all autonomous and carried on unseen by the individuals using the fuel facilities.

- (10) Data Management and Reporting
- (a) Each fuel island controller should be downloaded by the Fuel Management Software operator at the operator's convenience or at a time of day programmable in the fleet management software by the Fuel Management Software operator. Software should be capable of unattended polling and downloading, thus permitting downloading when sites are not in use. When automatically downloading, the software should poll each site in sequence, returning to sites where data transfer was unsuccessful on the first or second attempt. Following downloading, transaction data must be available for report generation. Software should operate on an IBM compatible PC or server using the previously mentioned Windows operating systems.
- (11) Software should have the ability to provide the following information at the Fuel Management Software as a transaction record:
- (a) Vehicle odometer and/or chronometer
 - (b) Internal Vehicle/Equipment ID Number
 - (c) License Number
 - (d) Vehicle Description (Year/Make/Model)
 - (e) User ID
 - (f) Fuel Card ID
 - (g) Number of units (gallons) dispensed to thousandths
 - (h) Fuel site location
 - (i) Date & time (to the second)
 - (j) Hose number
 - (k) Tank number
 - (l) Product type
 - (m) Department ID
 - (n) Account ID
 - (o) Fuel/Fluid price at time of transaction

From this information, brought back to the Fuel Management Software, much additional information may be determined. Using the last and current odometer, the vehicle efficiency or MPG could be determined and tank inventory maintained. The above listed data, along with data maintained in the vehicle file, must permit the collection of fleet data to be used as a management tool.

- (12) Software must be capable of reporting diagnostic error to operator and Fuel Management Software. Error messages must report the nature of the error and report this information to Fuel Management Software.
- (13) Storage
- (a) In the event of a power failure, the system should have the capability to store all data collected up to the time of the power failure for a minimum period of three months. The fuel island controller at each fueling site should have the ability to operate if the Fuel Management Software is down, limited only by the fuel island controller's internal storage capacity. There should be a method to access transaction information should there be data transmission problems.
- (14) Design:
- (a) The equipment should be designed for operation by non-technical personnel. Suitable clearance and access should be provided to all maintainable points and the fuel island controller should be constructed in a modular manner to allow for potential to upgrade/replace parts of the unit.
- (b) Environment. The vehicle & operator interface with the fuel management system is outdoors and exposed to the elements. Thus, the fuel island controller and the automotive information module must have an operating range of -10° to +130° Fahrenheit;
- (c) Services. The fuel island controller equipment should be designed to operate from 120 VAC, 60 Hz single-phase power. Automotive information modules need to be designed to operate from 12 VDC;
- (d) Safety. Fuel management system equipment must be provided with all necessary safety devices and guards to protect the operator. All primary operator control buttons, switches, etc. must be grouped and mounted

in a location affording the operator convenient access to the controls. Essential safety operating instructions must identify safety and health hazards associated with the equipment and the

procedures and practices necessary for safe operations. Placards must be provided to warn operator or maintenance personnel of hazardous areas that could cause injury.

Installation manuals and maintenance manuals include all necessary safety and hazardous conditions warnings.

(15) Training

- (a) Qualified instructors must provide on-site training of personnel in the functions of operation, maintenance, and repair as they apply to each specific item of equipment. Supervisors and operators at each refueling site must also be provided training in the operation of the Fuel island controllers. Training on software can be conducted at a specified computer site location and followed by a webinar with the vendor's training department. Training on the installation of vehicle computer modules (automotive information modules) must also be conducted at identified locations (if used).
 - a. Training on the functions of operation, maintenance and repair shall include 4, 8-hour sessions scheduled and located at the discretion of the County.
 - b. Software training shall include one 8-hour session

(16) Maintenance and Spare Parts

- (a) Spare parts. The responding organization must agree to sell spare parts at a reasonable rate for the operating life of the equipment, estimated to be at least 10 years.
- (b) Provide a list of recommended spare parts.

(17) Additional Requirements:

Semi-Manual Mode. The fuel island controller will have the capability to record fuel dispensed in emergency situations when there is a need for vehicles without keys, cards or automotive information modules to be refueled and yet fuel accountability is still desired. It is expected that individual fuel island controllers may be put into a semi-manual mode by the supervisor.

Failure to return this page as part of bid document may result in rejection of bid.

BID SCHEDULE

Description	Quantity	Unit Price	Extended
5-hose Terminal	22	\$	\$
Network Switch	22	\$	\$
Other Equipment			
Description	Quantity	Unit Price	Extended
Key Fob	7,500	\$	\$
Labor			
Description	Quantity	Unit Price	Extended
Mechanical & Electrical Installation	1	\$	\$
Training	1	\$	\$
Project Management	1	\$	\$
TOTAL			\$

COMPANY NAME _____

Failure to return this page as part of bid document may result in rejection of bid.

CONTRACTOR INFORMATION

Certification of Non-Collusion in Bid Preparation _____
Signature Date

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

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

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 _____

Full Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed within the last five (5) years.

1. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____

2. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____

3. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____

Company Name _____



**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 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 _____, 201__

Notary Public
My Commission Expires:

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

* 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

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 select one of the following:
- 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. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

_____ day of _____
Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at GwinnettCounty.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.

BL027-23

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 _____

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. 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 vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each vendor should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. should not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) should be stated. If calendar days are used, include Saturday, Sunday, and holidays in the number.

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal

or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was 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 submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and

materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). 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 vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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/services 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 solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor 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 vendor's submittal. If no exceptions are stated, it is assumed that the vendor 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, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall

continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 without 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor 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 follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to 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. §43-41-17).**

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County 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 vendor which may include the vendor'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 an 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. §36-84-1).**

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, 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 vendor, 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, its commissioners, officers, agents, and employees by any employee of the vendor, 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 vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

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 visit the Gwinnett County Treasury Division page 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 proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.