



May 12, 2023

**REQUEST FOR PROPOSAL
RP019-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified **Provision of Inmate Commissary Services on an Annual Contract** with four (4) one-year options to renew for the Department of Corrections.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on May 31, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for 10:00 A.M. on **May 17, 2023** at the Gwinnett County Correctional Complex, 750 Hi Hope Road, Lawrenceville, 30043. All service providers are urged to attend.

Questions regarding proposals should be directed to Chelsey Ward, Purchasing Associate II at Chelsey.ward@gwinnettcounty.com or by calling 770-822-7788, no later than **May 18, 2023**. Proposals are legal and binding upon the vendor when submitted. One unbound original and five (5) copies should be submitted.

Successful service provider 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 the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

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

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

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

Chelsey Ward
Purchasing Associate II

I. Request for Proposals

Gwinnett County is soliciting qualified service providers to provide automated commissary services to inmates at the Gwinnett County Comprehensive Correctional Complex located at 750 Hi Hope Road, Lawrenceville, Georgia, and operated by the Gwinnett County Department of Corrections. Commissary services include all activities and processes surrounding the physical flow of inmate orders and commissary products, as well as a full inmate banking and trust fund system that tracks all inmate money balances and transactions.

The capacity of the correctional complex is limited to 512 male inmates - 222 beds for state sentenced inmates and 290 beds for county sentenced inmates. There are eight total housing units with three currently vacant. In 2022, the average daily population by month was: November 229.1 and December 232.2. In 2023, the average daily population by month was: January 242.3, February 247.1, March 239.5, and April 239.7. The correctional complex is a smoke/tobacco free facility. The commissary menu will not include any tobacco products.

- A. Gwinnett County will not pay any Service Provider for work done in preparation of this proposal.
- B. One (1) unbound original (designated as original), four (4) bound copies, and one (1) electronic version on CD/USB of the proposal should be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing service provider. The original proposal should be signed in ink by a company official who has authorization to commit company resources. The Cost Proposal shall be submitted in a separate sealed envelope as it is evaluated at a separate time. The Cost Proposal must not be included in the electronic version.

Proposal shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, GA 30046 and shall be identified with the proposal number and company name on the outside.

- C. Sole responsibility rests with the Service Provider to ensure their proposal is received on time at the above stated location.

Proposals submitted by alternate means other than those specified in this solicitation will be rejected and disposed of accordingly. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the Service Provider that the proposal has been rejected.

Proposers are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the County deeming the Proposer's submittal as non-responsive. Service Providers are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service, or other means. Late proposals will not be accepted.

- E. Between the date of the issuance of the solicitation and the date of the final contract award, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This process is to ensure that all prospective respondents have the same level of knowledge relative to the RFP, as well as, ensuring any additional data is made available to all proposers.
- F. Submitted proposals and all documentation regarding the proposals will not be made available to the public until such time that an official action has been taken to award or reject this solicitation. All proposals and

supporting materials, as well as correspondence relating to this RFP, become property of Gwinnett County when received and will be subject to the Georgia Open Records Act.

II. Introduction and Executive Summary

An executive summary should be prepared describing the major facts or features of the proposal, including any conclusions, assumptions, exceptions, and general recommendations and a Company profile detailing company history and number of years in business. Respondents must list any exceptions to the Terms & Conditions or Proposal Requirements. Please note that any exceptions will be considered during the evaluation process and points may be deducted.

III. Inmate Commissary Services Requirements

1. Inmates should be given the opportunity to order commissary on a weekly basis. Orders should be processed and delivered to the Correctional Complex once per week. The service provider must deliver commissary on scheduled delivery day except Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4th and Labor Day. Should these holidays fall on regularly scheduled delivery days, deliveries should be rescheduled for the day before the holiday or the following business day after the holiday. Evening delivery schedules may be required when necessary. Correctional personnel will be responsible for the issuing of the commissary orders directly to the inmates in their housing units on Fridays.
2. All orders will be placed with the service provider on Wednesdays and must be filled and delivered to the department within 48 hours of the service provider's receipt of the orders. Each order should be individually packaged in heat-sealed, clear plastic bags and grouped according to inmate dormitory assignments. All orders should contain a two-part receipt; receipts should have a designated area for inmate signature and should contain: beginning balance, itemized list of goods sold with price for each, ending balance, receipt number, and an explanation of any items ordered but not shipped.
3. Service provider should maintain a large selection of quality products approved by the Warden or his/her designee. Items available for purchase should include personal hygiene products, writing materials, snacks, candies, and other food items to accommodate the different ethnic groups that make up the inmate population. All new products and/or specialty programs must be reviewed by the Warden or his/her designee before being placed on menu or into service.
4. The Gwinnett County reserves the right to determine the final retail selling prices to the inmates. No items may be added, deleted, or have a change in brands, packaging, or sizes without the approval of the Warden or his/her designee.
5. Service provider shall not increase prices of commissary items during the first year of the contract period unless such increase(s) is (are) approved by the Warden or his/her designee. Service provider must provide Gwinnett County adequate documentation to support any commissary price increases. Adequate documentation may be service provider's supplier invoices for the specific item to be increased.
6. Service provider should maintain sufficient inventory levels to limit shortages and should ensure a 99% fill rate for all products. A daily out-of-stock report should be provided to limit shortages. For any reported shortage, damaged or incorrect item, credit should be applied to the specific inmate's account within 24 hours. Rejected orders will be returned to the service provider and a credit applied to the specific inmate's account. No restocking fee should be applied.
7. Service provider should provide indigent packages as a menu item at an agreed upon price. The indigent packages should contain nine (9) sheets of writing paper and three (3) stamped envelopes per week, and one (1) pen per month. The cost shall be billed in a separate invoice.

8. Service provider shall be solely responsible for purchasing and paying for all commissary inventory and stock. All profits or losses from the inmate commissary operations will be from the service provider's account.
9. Service provider will operate all commissary services on their own premises. Gwinnett County is not accepting offers from vendors to run commissary on-site.
10. Gwinnett County agrees to pay service provider weekly for all items purchased through the inmate commissary.
11. Service provider will pay Gwinnett County a commission based on the weekly, adjusted gross sales. Adjusted gross sales are gross sales less postage sales or other non-commissioned sales.
12. Service provider must attend meetings called by the Warden, or his/her designee to address issues or to discuss commissary operations.

IV. Current Environment

1. The Gwinnett County Department of Corrections currently uses KeepTrak Software System which includes inmate banking, commissary, and inventory to manage inmate funds and track commissary orders. Inmates order commissary using a touch screen kiosk every Wednesday through Tuesday of each week. Commissary orders are electronically transmitted to the KCN warehouse every Wednesday morning. Orders are delivered on Thursdays and distributed to the inmates on Fridays. The commissary schedule is subject to change if an observed holiday falls on a Wednesday.

2. Inmate Phone System

The current Gwinnett County Department of Corrections' inmate phone system vendor is ICSolutions. Inmates have an option to place collect calls or Debit calls. The ICS web-service interface allows the inmates to directly access funds in their trust account to pay for individual Debit calls. Once the call is complete, the web service computes the actual cost of the call, and the amount is deducted from the inmate trust account.

Service provider should be able to integrate with the county's inmate phones system to allow inmates to use their existing trust fund to make Debit calls. Gwinnett County is not interested in a separate phone account or the sale of blocks of phone time.

3. State Gratuity Payment

Georgia Department of Corrections pays state inmates a gratuity payment of \$25.00 upon release. The department pays this amount from a customized "State Gratuity" account creating a negative \$25.00 balance. Fees owed to the facility cannot be deducted from the gratuity payment. Each month, the department submits documentation to the state for reimbursement. The \$25.00 reimbursement is deposited back into the "State Gratuity" account to bring the account balance to zero.

4. Child Support Payment and Court Order Fees

The department is responsible for paying court ordered child support, probation, and restitution payments for Work Release Program residents. A customized account has been created for the purpose of depositing the collected fees and issuing a check to the respective agency or person per the court order. These funds must remain separate from the inmate Trust Account.

5. Custom Package Program

In an effort to reduce contraband into the facility, family and friends are prohibited from sending inmates packages. Family and friends may send care packages from a secure online package program. The custom package program includes a weight limit and products approved by the department. Only one package per month per inmate is allowed. Inmates are allowed to receive one holiday care package and one monthly package during the month of December.

Service provider shall provide a customized, hassle-free package program with year-round ordering. Family and friends should be able to create their own personalized packages from an approved online catalog. The website should be user-friendly, and all regulations and order limitations shall be enforced. The website should be convenient for family and friends to place orders online, or by phone 24 hours a day, seven days a week and receive confirmation that it's being processed.

6. Disbursement Request and Release Checks

The current banking system allows the department to make withdrawals from an inmate account upon request. An inmate may request approval to send money to family members or loved ones. Currently, a check is the only form of payment that can be issued. The County is interested in other options for issuing payments to inmates at release and upon request.

V. Hardware, Software and Equipment Requirements

1. Service provider shall provide state-of-the-art hardware, with Windows-based technologies, comprehensive training, and a 24-hour technical support line. The software system should provide convenient, flexible entry of all transactions related to the inmate's financial history and have the ability to manage deposits, withdrawals, commissary purchases, refunds, debt, holds, and general ledger activities, including customized reporting and functionality to meet the specific needs of Gwinnett County. Such a program shall be in accordance with generally accepted accounting principles (GAAP).

2. Inmate Banking and Software

Service provider should describe in detail the capabilities and functionality of the proposed inmate banking and commissary software system as it relates to the current environment. Service provider should include all standardized and customized reports with parameters that the software system can generate. Gwinnett County is not just looking for a commissary system only, but a complete integrated solution to meet our specific needs – paying child support, probation fees, and gratuity payments without mixing money. The inmate banking system should, at the minimum, have the following functions:

- a) Authorization Control
- b) Cash Management
- c) Active Real Time General Ledger
- d) Check Register and Bank Reconciliation
- e) Transaction Controls
- f) Integrity and Audit Trail
- g) Debit Release Card

Gwinnett County reserves the right to request a demo of the proposed inmate banking system in order to verify the system has the capability to perform the functionality described in the service provider's proposal.

3. Service provider should provide the computer-related equipment (i.e., one check writing printer) needed for the inmate banking and commissary software. The County will provide one personal computer.
4. Service provider should offer training and 24/7 support of all provided software and hardware. Software and hardware upgrades must be provided, warranted, and maintained by the service provider at no cost to the County.
5. If additional hardware and/or software not mentioned are needed in order to meet the system requirements for this bid, the commissary service provider shall pay all costs for such additional hardware and/or software, including maintenance and support.

6. Service provider should design, engineer, write, install, and support its' proposed software in order to customize reports and functionality to meet the specific needs of Gwinnett County. Technical support service should be provided 24/7 at no additional cost. Access to the database should be limited to the service provider's support personnel to protect the integrity of the data structure and accounting principles.
7. Interface Requirement (Alternate #1)
Gwinnett County is interested in interfacing with the Gwinnett County's Jail Management System SmartCop. Service provider should submit an implementation plan in response to this RFP. The cost for this implementation shall be included in the space provided on the fee schedule in a separate sealed envelope.
8. Self Service Kiosk:
Gwinnett County desires utilizing self-service kiosks in the housing unit that will gives inmates access to account balances and transaction history, place commissary orders, view facility bulletins and information, request appointments, and draft request for informal resolution, grievance, or appeal. Gwinnett County is currently using self-service kiosks for the inmate dorms (2 kiosk per inmate dorm and 1 in segregation unit) through the current award vendor for inmate phone service, ICSolutions. Service provide must be able to integrate with current ICS kiosk for services detailed in this RFP. One lobby kiosk should be provided by service provider.

Service provider should support all of the hardware and software and be able to add features per need at no additional cost.
9. Electronic Deposit Services:
Service provider, at the minimum, should provide the following options for depositing funds into an inmate account:
 - a. Self-service lobby kiosk that accepts cash, credit and debit cards. Service provider should support all the hardware and software and be able to add features per need. There shall be no per-kiosk fee, and/or charge for spares, replacements, and service. The lobby kiosk shall have the ability to photograph each depositor for potential investigative purposes and some type of software that is able to identify individuals who make deposits into multiple inmate accounts
 - b. Toll-free number with bilingual agents
 - c. Online account with 24/7 access
 - d. All funds deposited to an inmate's account should be guaranteed and posted in real time
10. Reporting and Data Accessibility:
Service provider should provide a windows-based report writer that allows end users to customize reports whenever requested. These reports include but are not limited to inmate account statements, batch reports, transaction inquiries, individual inmate balance listings, housing reports, commissary order trend reports, and commissary sales roster by housing unit. The report writer should be able to export flat file, delimited, XML or other industry standard formats.
11. Secure Release Options:
Pre-paid Debit Card
Service provider should provide a debit release card that gives inmates access to 100% of their funds and works everywhere major credit cards are accepted. Hardware, software, and technical support should be provided at no cost. The card should have no surcharge at MoneyPass ATMs, or fees for getting cash back at

point-of-sale transactions, getting a balance advance from participating financial institutions or transferring funds from the card to their bank account.

12. Custom Package Program:

Service provider should offer a customized year-round and seasonal package program for inmates' family and friends. The package program should include:

- a. Product restrictions and quantity limits
- b. Spending, order frequency and inmate status limits
- c. Detailed and customized reports (including inmate order history, and ship dates)
- d. Customized, user-friendly website
- e. 24/7 online ordering with automatic confirmation that order is being processed

13. Service provider shall meet with the Gwinnett County Department of Information Technology Services to identify tasks to be completed prior to installation and/or implementation. Examples include, but are not limited to dedicated phone lines, special wiring, or special setups.

14. Gwinnett County Department of Information Technology Services requires service providers to meet certain security requirements as outlined in the FBI CJIS security document. The service provider must give a full explanation of the type of security (software, network, etc.) they have in place to protect the integrity of the data and to prevent security breaches. The Gwinnett County security requirements include, but are not limited to the following:

- a. Gwinnett County Network – DMZ.
- b. Service provider's software must be able to operate across different networks (VLAN).
- c. Service provider's technical staff must use a VPN connection when accessing the Gwinnett County network.
- d. Service provider must have anti-virus software installed at their location before Gwinnett County will create a VPN account.
- e. Service provider must have an SSL certificate installed if any data is transferred or accessed via the Internet.
- f. Service provider's software will be subject to a software security check executed by Gwinnett County Information Technology Services. If possible, security breaches are identified; the software must be corrected before being placed in production.
- g. Service providers must meet requirements for test environments and production environments.

15. Any service provider staff member who will have access to the Department of Corrections data or any staff member who enters the Department of Corrections may be required to submit to a criminal history check.

16. The service provider's technical staff and/or project manager must meet with the Department of Corrections, Gwinnett County Sheriff's Office, and the Gwinnett County Information Technology Services project manager to review user requirements and system requirements. Regular status meetings may be required with meeting minutes published by the Gwinnett County project manager.

17. Service provider should provide an installation timeline and operating plan for conversion. It will be the responsibility of the service provider to convert the data from the existing inmate banking and commissary system to the proposed system.

VI. Preparation of Proposals

Each Service provider shall read all sections of this RFP including the instructions, and all attachments hereto. Failure to do so will be at the Service provider’s risk. The Service provider must sign the proposal with their usual signature by an authorized representative and shall give their full business address.

The following information shall be submitted in the proposal in the format as specified herein.

Cover Letter

A proposal cover letter should be provided presenting an Executive Summary of the service provider’s proposal. Please limit the cover letter to two (2) pages.

Phase I

Service providers should respond to each requirement listed above as part of the technical proposal. **Responses should clearly identify whether or not the service provider does comply or does not comply with each requirement.**

Phase II - Cost Proposal

The cost proposal must not be included in the technical portion of your submittal; it must be submitted in a separate sealed envelope. Provide the proposed cost for the commissary services offered using the attached Bid Schedule. **Unit prices listed for commissary items must be the price the inmates will pay for those items. Unit pricing must not include sales tax.**

VII. Proposal Evaluation Criteria

Criteria		Points
Phase I		
1	Service Provider Experience and Qualifications Prior experience in providing similar services. Background on company. (Section II)	15
2	Understanding and Approach Demonstrated knowledge of and ability to support entire scope of work and ability to deliver the required services. (Sections III, IV)	35
3	Equipment, Software & Service (Section V)	20
4	References	10
5	Compliance with RFP Format/Completeness Ability of offer or to follow proposal preparation instructions set forth in this solicitation, including providing the required forms and signatures.	5
Sub-Total		85
Phase II		
5	Total Commission	15
Total		100
Phase III		
Optional Interview/Demonstration		10
Total		110

Basis of Short-Listing / Selection

The County will select the highest scoring service providers that best demonstrate that they would add the most value toward achieving the key objectives for implementing and providing professional services for services described above. Gwinnett County's selection teams will review proposals using a three-part process as follows:

Part I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described in the technical specifications and will be scored based on the point values as shown in the Proposal Evaluation Criteria above.

Part II – Service providers may be short-listed for further consideration. The Proposal Fee Schedules of the short-listed firms from Part I will be opened, evaluated, and scored.

Part III – At the County's discretion or as deemed in the County's best interest, firms may be short-listed a second time for an interview/demonstration. At this time, the County may request further information, explanations, clarifications, presentations, demonstrations, interviews and/or meetings with some or all of the remaining service providers.

If interviews/demonstrations are necessary for selection, evaluation will be performed using a 0-10 point scoring system.

FEE SCHEDULE

FAILURE TO RETURN THIS PAGE OF THE PROPOSAL SUBMITAL MAY RESULT IN REJECTION OF PROPOSAL

(THE FEE SCHEDULE IS TO BE SUBMITTED WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE.)

ITEM#	EST. ANNUAL QTY		DESCRIPTION	INDIVIDUAL UNIT PRICE	INDIVIDUAL UNIT SIZE	LOWEST UNIT OF MEASURE PRICE PER OZ, ETC	TOTAL PRICE
SECTION A: BEVERAGES							
1.	2,981	EA	Freeze Dried Coffee 3 oz	\$		\$	\$
2.	2,269	EA	SS Hot Cocoa .8 oz	\$		\$	\$
3.	5,495	EA	SS Creamer .105 oz	\$		\$	\$
4.	119	EA	Tea w/ Lemon Drink Mix 0.47 oz	\$		\$	\$
5.	171	EA	Lemonade Drink Mix 1.89 oz	\$		\$	\$
6.	540	EA	Strawberry/Lemonade Drink Mix .80 oz	\$		\$	\$
7.	411	EA	Raspberry / Lemonade Drink Mix .63 oz	\$		\$	\$
8.	595	EA	Sprite 20 oz	\$		\$	\$
9.	762	EA	Tang Clear 6 oz	\$		\$	\$
10.	1,745	EA	Faygo Peach Soda 20 oz	\$		\$	\$
11.	4,183	EA	Coke 20 oz	\$		\$	\$
12.	56	EA	Diet Coke 20 oz	\$		\$	\$
13.	732	EA	Orange 20 oz	\$		\$	\$
SECTION A TOTAL						\$	
SECTION B: CHIPS/SNACKS							
1.	1,773	EA	Oatmeal- Maple Brown Sugar (Packet) 1.51 oz	\$		\$	\$
2.	142	EA	Cream Chs W/Jalap 2 oz	\$		\$	\$
3.	319	EA	Hot & Spicy Sausage 3 oz	\$		\$	\$
4.	147	EA	Regular Summer Sausage 3 oz	\$		\$	\$

Company Name: _____

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5.	1088	EA	Spicy Refried Beans & Rice 4 oz	\$		\$	\$
6.	1189	EA	Hot Chili Refried Bean & Rice 11.25 oz	\$		\$	\$
6.	1048	EA	Chili Cheese Fritos 2 oz				
7.	1421	EA	Oreo Cookies 2.4 oz	\$		\$	\$
8.	1070	EA	Choc Double Decker Moon Pie 1.75 oz	\$		\$	\$
9.	7	EA	Guacamole Chip 3 oz	\$		\$	\$
10	40	EA	El Sabroso Salsitas Spicy Sala Tortilla Chip 3 oz	\$		\$	\$
11.	371	EA	Peanut Butter 2.0 oz	\$		\$	\$
12.	509	EA	2/Pk Blueberry Pop Tarts 3.67 oz	\$		\$	\$
13.	3358	EA	Ramen- Chicken 3 oz	\$		\$	\$
15.	5480	EA	Ramen- Texas Beef 3 oz	\$		\$	\$
16.	3019	EA	Ramen- Cajun Shrimp 3 oz	\$		\$	\$
17.	12994	EA	Ramen- Chili 3 oz	\$		\$	\$
18.	5766	EA	Ramen- Cajun Chicken 3 oz	\$		\$	\$
53.	190	EA	Refried Beans 8 oz	\$		\$	\$
19.	749	EA	Spicy Refried Beans 8 oz	\$		\$	\$
20.	1165	EA	Mackerel Fillet In Brine 3.53 oz	\$		\$	\$
21.	2255	EA	Whole Shabang 1.5 oz	\$		\$	\$
22.	395	EA	Classic Potato Chip 1.5 oz	\$		\$	\$
23.	1560	EA	Stuffed Jalp Chips 1.5 oz	\$		\$	\$
25.	909	EA	Buffalo Pretzel Pieces 2.25 oz	\$		\$	\$
26.	560	EA	Hot & Spicy Corn Chips 1.50 oz	\$		\$	\$

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27.	267	EA	Hot Fries .85 oz	\$		\$	\$
28.	1,005	EA	Cheese Puffs 2 oz	\$		\$	\$
29.	766	EA	Cheese Crunchy 11 oz	\$		\$	\$
30.	956	EA	Hot BBQ Chips 1.5 oz	\$		\$	\$
31.	353	EA	Caramel Popcorn 3.53 oz	\$		\$	\$
32.	2,616	EA	Buffalo Blue Cheese Chip 1.5 oz	\$		\$	\$
33.	782	EA	Nacho Flvr Doritos 1.75 oz	\$		\$	\$
34.	2,614	EA	Cheetos Flmn Hot 1.75 oz	\$		\$	\$
35.	2,559	EA	Cheetos Cheese 2 oz	\$		\$	\$
36.	142	EA	Bushy Creek Chili No Beans 11.25 oz	\$		\$	\$
37.	143	EA	Bushy Creek Chili W/Beans 11.25 oz	\$		\$	\$
38.	269	EA	Bushy Creek Hot Chili W/Beans 11.25 oz	\$		\$	\$
39.	249	EA	Cajun Snack Mix 3.5 oz	\$		\$	\$
40.	1,081	EA	Healthy Snack Mix 3.25 oz	\$		\$	\$
41.	207	EA	Popcorn-Jalapeno & Cheddar 5 oz	\$		\$	\$
42.	1,123	EA	Cheddar Cheese Sqz 2 oz	\$		\$	\$
43.	1048	EA	Jalap Cheese Sqz 2 oz	\$		\$	\$
44.	42	EA	Cereal Frosted Flakes 1 oz	\$		\$	\$
45.	2978	EA	Pepper - single packet .18 gm	\$		\$	\$
46.	6582	EA	Salt- single packet .75gm	\$		\$	\$

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47.	448	EA	Nutrigrain Cereal Bar Strawberry 1.3 oz	\$		\$	\$
48.	79	EA	Flour Tortillas 6 ct	\$		\$	\$
49.	1873	EA	Salted Peanuts 1.75 oz	\$		\$	\$
50.	35	EA	Bagel Plain 4 oz	\$		\$	\$
51.	56	EA	Cinnamon & Raisin Bagel 4 oz	\$		\$	\$
52.	924	EA	Jalapeno Pretzels 2 oz	\$		\$	\$
55.	1689	EA	Fresh Catch Tuna 4.23 oz	\$		\$	\$
SECTION B TOTAL						\$	
SECTION C: CANDY/PASTRIES							
1.	196	EA	M&M Plain Choc 1.69 oz	\$		\$	\$
2.	289	EA	M&M Choc Peanut 1.74 oz	\$		\$	\$
3.	691	EA	Snickers Choc Peanut 2.07 oz	\$		\$	\$
4.	496	EA	Zero Bar 1.85 oz	\$		\$	\$
5.	778	EA	Reese's Peanut Butter Cups 1.5 oz	\$		\$	\$
6.	446	EA	Skittles Candy 2.17 oz	\$		\$	\$
7.	133	EA	Lemon Drops 4.25 oz	\$		\$	\$
8.	172	EA	Starlite Mints 3.75 oz	\$		\$	\$
9.	53	EA	Tongue Torchers 3 oz	\$		\$	\$
10.	1092	EA	Dibgy Allstars 3.75 oz	\$		\$	\$
11.	1	EA	Starburst 7.2 oz	\$		\$	\$
12.	827	EA	Gummy Bears 4 oz	\$		\$	\$
13.	1463	EA	Neon Nightcrawlers 4 oz	\$		\$	\$

Company Name: _____

FEE SCHEDULE

FAILURE TO RETURN THIS PAGE OF THE PROPOSAL SUBMITAL MAY RESULT IN REJECTION OF PROPOSAL

(THE FEE SCHEDULE IS TO BE SUBMITTED WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE.)

ITEM#	EST. ANNUAL QTY		DESCRIPTION	INDIVIDUAL UNIT PRICE	INDIVIDUAL UNIT SIZE	LOWEST UNIT OF MEASURE PRICE PER OZ, ETC	TOTAL PRICE
SECTION C TOTAL						\$	
SECTION D: HYGIENE							
1.	30	EA	Shampoo 4 oz	\$		\$	\$
2.	32	EA	Conditioner 4 oz	\$		\$	\$
3.	101	EA	Dandruff Shampoo 4 oz	\$		\$	\$
4.	38	EA	African Crown Hairdress 5 oz	\$		\$	\$
5.	34	EA	Softee Conditioner Bergamot 5 oz	\$		\$	\$
6.	45	EA	Pro Glo Gel Pomade 4 oz	\$		\$	\$
7.	27	EA	Murrays Pomade 4 oz	\$		\$	\$
8.	284	EA	Antiperspirant/Deodorant, Force 2.5 oz	\$		\$	\$
9.	59	EA	P-UP Drive Deodorant 2.5 oz	\$		\$	\$
10.	314	EA	Suave A/P Deodorant 1.4 oz	\$		\$	\$
11.	272	EA	Scented Lady's Stick 1.4 oz	\$		\$	\$
12.	517	EA	Baby Powder 4 oz	\$		\$	\$
13.	191	EA	Baby Oil 4 oz	\$		\$	\$
14.	56	EA	Skin Care Lotion 4 oz	\$		\$	\$
15.	123	EA	Coconut Lime Aloe Lotion 15 oz	\$		\$	\$
16.	123	EA	Cocoa & Shea Cond Lotion 15 Oz	\$		\$	\$
17.	264	EA	Petroleum Jelly 3.75 oz	\$		\$	\$
18.	7	EA	Natureplex Zit Free Bensoyl Peroxide 1 oz	\$		\$	\$
19.	14	EA	Hydrocortisone Cream 1 oz	\$		\$	\$

Company Name: _____

FEE SCHEDULE

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(THE FEE SCHEDULE IS TO BE SUBMITTED WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE.)

ITEM#	EST. ANNUAL QTY		DESCRIPTION	INDIVIDUAL UNIT PRICE	INDIVIDUAL UNIT SIZE	LOWEST UNIT OF MEASURE PRICE PER OZ, ETC	TOTAL PRICE
20.	26	EA	Athlete Ft Cream Tolnaftate .5 oz	\$		\$	\$
21.	96	EA	Chapstick .15 oz	\$		\$	\$
22.	990	EA	Protection Disp Razr 1/Ea	\$		\$	\$
23.	8	EA	Smooth Shave Cream 6 oz	\$		\$	\$
24.	16	EA	Pro-Tection Shave Cream 7 oz	\$		\$	\$
25.	105	EA	Sea algae body wash 15 oz	\$		\$	\$
26.	201	EA	Sea Minerals Body Wash 15 oz	\$		\$	\$
27.	143	EA	Shampoo W/Aloe-Ginseng 15 oz	\$		\$	\$
28.	52	EA	Daily Shampoo W/Eclp Mint 15 oz	\$		\$	\$
29.	86	EA	Therapy Body Lotion W/Shea 15 oz	\$		\$	\$
30.	199	EA	Ambi complexion bar 3.5 oz	\$		\$	\$
31.	409	EA	Irish Spring Soap 3.2oz	\$		\$	\$
31.	188	EA	Ivory Soap (1/Bar) 3.1 oz	\$		\$	\$
32.	160	EA	Next1 Moisturizing Soap 5 oz	\$		\$	\$
33.	1	EA	Mouthwash Oral Health Rinse 8 oz	\$		\$	\$
34.	202	EA	Colgate Toothpaste Regular 1 oz	\$		\$	\$
35.	377	EA	Colgate Toothpaste Great Flavor 2.5 oz	\$		\$	\$
36.	161	EA	Cool Wave Clear Toothpaste 4 oz	\$		\$	\$

Company Name: _____

FEE SCHEDULE

FAILURE TO RETURN THIS PAGE OF THE PROPOSAL SUBMITAL MAY RESULT IN REJECTION OF PROPOSAL

(THE FEE SCHEDULE IS TO BE SUBMITTED WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE.)

ITEM#	EST. ANNUAL QTY		DESCRIPTION	INDIVIDUAL UNIT PRICE	INDIVIDUAL UNIT SIZE	LOWEST UNIT OF MEASURE PRICE PER OZ, ETC	TOTAL PRICE
37.	373	EA	Sensodyne Toothpaste 4 oz	\$		\$	\$
38.	512	EA	Tek med. Toothbrush	\$		\$	\$
39.	39	EA	Chlorphen-Allergy Tab (1)	\$		\$	\$
40.	961	EA	Apap (Like X Strength Tylenol) 2 PK	\$		\$	\$
41.	4	EA	Saline Nasal Spray 1.5oz	\$		\$	\$
42.	88	EA	Halls Cough Drops Mentholypus	\$		\$	\$
43.	21	EA	Gen Visine-Eye Drops .5oz	\$		\$	\$
44.	119	EA	Soap Dish	\$		\$	\$
45.	4	EA	Roloids 3/Rolls	\$		\$	\$
46.	2	EA	Denture Adhesive Ultra Fresh	\$		\$	\$
47.	268	EA	10/PK BIC Disp Razor	\$		\$	\$
48.	9	EA	Force A/P Deod Roll-On 3oz	\$		\$	\$
49.	1	EA	Sunscreen Lotion Spf30- 4oz	\$		\$	\$
SECTION D TOTAL						\$	
SECTION E: MISCELLANEOUS							
1.	163	EA	Stamped Envelope	\$		\$	\$
2.	799	EA	#10 White Envelope	\$		\$	\$
3.	280	EA	Manilla Envelope	\$		\$	\$
4.	183	EA	Boardroom Paper 50 ct white pad 8 ½" x 11"	\$		\$	\$
5.	26	EA	Sketch Pad 8.5 X 11 white	\$		\$	\$
6.	54	EA	#2 Pencil	\$		\$	\$
7.	8	EA	Colored Pencils 12/Box	\$		\$	\$

Company Name: _____

FEE SCHEDULE

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(THE FEE SCHEDULE IS TO BE SUBMITTED WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE.)

ITEM#	EST. ANNUAL QTY		DESCRIPTION	INDIVIDUAL UNIT PRICE	INDIVIDUAL UNIT SIZE	LOWEST UNIT OF MEASURE PRICE PER OZ, ETC	TOTAL PRICE
8.	194	EA	Black Pen (Plastic Clip)	\$		\$	\$
9.	16	EA	Juvenile Birthday Card W/O Stamp	\$		\$	\$
10.	70	EA	Birthday Card W/O Stamp	\$		\$	\$
11.	24	EA	Friendship Card W/O Stamp	\$		\$	\$
12.	12	EA	Anniversary Card W/O Stamp	\$		\$	\$
13.	31	EA	Thank You, Card W/O Stamp	\$		\$	\$
14.	48	EA	Seasonal Greeting Card W/O Stamp	\$		\$	\$
15.	74	EA	Radio Digital AM/FM, Clear, EA	\$		\$	\$
16.	222	EA	Aviator Playing Cards	\$		\$	\$
17.	1728	EA	10/PK Sugar Substitute Saccharin Pink	\$		\$	\$
18.	3653	EA	AA Panasonic Batteries 2pk	\$		\$	\$
19.	485	EA	AAA Panasonic Batteries 2pk	\$		\$	\$
20.	506	EA	Stamped Envelope #10	\$		\$	\$
SECTION E TOTAL						\$	
SECTION F: POSTAL							
1.	546	EA	Forever Stamp	\$		\$	\$
2.	278	EA	(1/EA) One Cent Stamp	\$		\$	\$
3.	64	EA	Book Of Ten Stamps	\$		\$	\$
SECTION F TOTAL						\$	
TOTAL (SECTIONS A THROUGH F)						\$	

Company Name: _____

FEE SCHEDULE

FAILURE TO RETURN THIS PAGE OF THE PROPOSAL SUBMITAL MAY RESULT IN REJECTION OF PROPOSAL

(THE FEE SCHEDULE IS TO BE SUBMITTED WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE.)

In exchange for the right to provide commissary services, the Service Provider shall pay Gwinnett County a set percentage of the **net** commissary sales.

STATE THE PERCENTAGE OF **NET** COMMISSARY SALES PAYABLE TO GWINNETT COUNTY _____%.

GRAND TOTAL (Total of Sections A through F x % Commission) \$_____

*NOTES:

- Unit prices listed for commissary items must be the price the inmates will pay for those items.
- Unit prices must not include sales tax.
- Unit prices must not exceed two decimal places.
- Pricing for commissary items along with the percentage of sales payable to the County will be taken into consideration when determining award.

ALTERNATE #1:

Lump Sum Fee to Interface with Gwinnett County's Jail Management System, SmartCop. \$_____

Gwinnett County requires the percentage of commissary sales payable to the County remain firm for the duration of the initial term of the contract. Failure to hold this percentage for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon award.

Unless otherwise noted, percentage and prices will remain firm for four (4) additional years. If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation.

Renewal #1: Unit Prices: _____ increase/decrease (circle one)

Commission Rate: _____ increase/decrease (circle one)

Renewal #2: Unit Prices: _____ increase/decrease (circle one)

Commission Rate: _____ increase/decrease (circle one)

Renewal #3: Unit Prices: _____ increase/decrease (circle one)

Commission Rate: _____ increase/decrease (circle one)

Renewal #4: Unit Prices: _____ increase/decrease (circle one)

Commission Rate: _____ increase/decrease (circle one)

COMPANY NAME _____

FEE SCHEDULE CONTINUED

FAILURE TO RETURN THIS PAGE OF THE QUOTE DOCUMENT MAY RESULT IN REJECTION OF QUOTE

(THE FEE SCHEDULE IS TO BE SUBMITTED WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE.)

Certification of Non-Collusion in Quote Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned offers and agrees, 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 quote, 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 _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

Email Address _____

COMPANY NAME _____

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

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

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

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

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

Company Name _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects less than \$5,000,000)

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) \$1,000,000 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, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto 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.

*See above note regarding Professional Liability

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.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.



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 _____, 20____

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**



**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).

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

RP019-23

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

**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 where 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 EO2011, 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.