



July 5, 2023

**INVITATION TO BID
BL104-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Public Safety Uniforms on an Annual Contract** with three (3) Renewal Options for various Gwinnett County departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on July 20, 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 the website www.gwinnettcounty.com.

Questions regarding bids should be directed to Chelsey Ward, Purchasing Associate II, at Chelsey.ward@gwinnettcounty.com or by calling 770-822-7788, no later than **3:00 P.M. local time on July 13, 2023**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

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

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

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

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

A handwritten signature in black ink, appearing to read "Chelsey Ward".

Chelsey Ward
Purchasing Associate II

**The following pages should be returned in duplicate as your bid: Bid Schedule, Page 8-23
References, Page 24
Code of Ethics, Page 25**

REQUIREMENTS & SPECIFICATIONS

I. Scope of Work

Supplier to provide specified uniforms to the Department of Fire and Emergency Services, Sheriff's Office, and Department of Corrections, as required during the contract. Contract shall begin upon award for a one-year period with four (4) additional one-year options to renew.

II. Orders

Orders will be placed by the departments on an "as needed" basis. Quantities are approximate annual quantities. **Unit price should include attachment of patches, emblems, epaulets, embroidery, silkscreen, hemming and measuring as required and all charges for Inside Delivery FOB Destination to specified address.** Orders are to be filled regardless of quantity and/or dollar amount. All orders to be delivered or picked up will require a purchase order number. Orders provided without a purchase order number are not considered to be authorized purchases and may be subject to non-payment of invoice. All orders must be accompanied by a packing slip with an identifying purchase order number. Multiple orders are not to be combined within the same box; unless sorted, bagged and identified by the purchase order numbers. Orders should be shipped complete unless authorized by ordering personnel. Orders shipped in error or to the wrong department location will be rejected. In these cases, the vendor is to arrange for return pick up within five (5) business days of notification by the department.

If all or any part of an order contains backordered items and vendor will not be able to meet the Delivery A.R.O. stated in the bid, the vendor should document and notify the department liaison of the backorder within five (5) days of receipt of the purchase order. Gwinnett County will either cancel the order of backordered items or accept the delivery time provided by the vendor.

If a vendor cannot supply the backordered items in a reasonable amount of time, Section XII Delivery Failures under General Instructions to Bidders, Terms and Conditions may be invoked. Gwinnett County reserves the right to purchase uniforms off contract if delivery is not made within the contracted delivery time.

III. Fitting

Supplier shall be responsible for measuring Gwinnett County employees for proper fit as required per department, and maintain record for each employee fitted, regardless of order quantity or total price. Fittings are to be provided during normal business hours Monday through Friday, at specified Gwinnett County locations. Fittings may be requested quarterly. Each department will be responsible for scheduling their fittings. Fittings must be available at least twice per year. Vendor may schedule multiple department fittings in one visit. Gwinnett County requests that the awarded vendor provide a fitter line for the line items awarded on this contract.

IV. Patches/emblems, silk screens, and embroidery

Embroidered patches, provided by each department, shall be sewn on by successful supplier as required in the bid specifications. Designs are subject to change and other logos may be added during the contract term. Silkscreen print samples or drawings and embroidery samples shall be provided by departments to the successful supplier. All logos and emblems supplied to successful vendor remain the property of Gwinnett County and will be returned at end of contract. **Patches, Emblems and Silk-screens will be provided to successful vendor upon award of contract. Unit price MUST include attachment of patches, embroidery and silkscreen as required.**

- A. Department of Fire & Emergency Services patches/emblems, silk-screens, and embroidery to be sewn on as indicated in the bid schedule and as follows:

Emblems – All Nomex shirts will have a “Gwinnett County FIRE” emblem on the left sleeve 1 inch from shoulder; a customized “Level of Medical Certification” or “Gwinnett County FIRE” emblem on the right sleeve 1 inch from shoulder; and a badge emblem applied to the left breast over badge tab ½ inch above pocket. Engineers, Lieutenants and Captains and Chiefs will have collar discs applied to each collar.

Name Strip – All Nomex shirts will have a name strip applied to the right breast area, just above the right pocket for each shirt ordered. Name strip must be made of material and color that coordinates the shirt. Name strip to be ¾” wide X length of the pocket, dependent on cut of shirt. Name strip should be embroidered in red with the last name only. Lettering should be 7/16” block style. Borders of the name strip should be stitched and laser-cut and the backing of the name strip must compliment the shirt. Name strip may be requested at the time of order or at a later date.

Polyester – shirts will have a “Gwinnett County FIRE” emblem on the left sleeve 1 inch from shoulder; a customized “Level of Medical Certification” or “Gwinnett County FIRE” emblem on the right sleeve 1 inch from shoulder;

Flight Jackets – will have a “Gwinnett County FIRE” emblem on the left sleeve 1 inches from shoulder; a customized “Level of Medical Certification” or “Gwinnett County FIRE” emblem on the right sleeve 1 inch from shoulder; and a badge emblem applied to the left breast.

Logo Printing – T-shirts and sweatshirts have two-color logo silkscreened on left chest (approximately 2 ½” X 4 ¾”) and one-color logo silk-screened full back (approximately 5” X 12 ½”). Gym shorts and sweatpants have a two-color logo silkscreened on left leg (approximately 2 ½” x 4 ¾”). Some line items will require recruit logo. Recruit logo items will require block style RECRUIT silkscreened centered under logo. This will be notated on the PO if required.

Embroidery – Embroidery to be on front of ball cap in red and gold, GCFC with Maltese Cross and is approximately 8,700 stitches. Embroidered print on the back of cap to be white 3/8” block letters on two lines that read:

WE WILL NEVER FORGET
9-11-2001

Polo/golf shirts will also have two color embroidery on the left chest (red and gold GCFS with Maltese Cross or white and red GCFS with Maltese Cross), approximately 8,700 stitches. Recruit Polos will require block style RECRUIT in white centered under logo

5.11 3 in one Reversible Hi Vis Parka

Outer shell artwork will be provided to the awarded vendor. Back of outer shell must screen print 3M Scotchlite reflective tape “GWINNETT FIRE” centered on back sized appropriate based on size of jacket. (i.e. size XS-S 10”w X 5”h; M-4XL 11”w X 4.5” H; 2 inches down from seam to top of art.)

Liner

Right chest sewn on name strip made of material and color that coordinates the liner, name .5” tall red thread. Name strip may be requested at the time of order or at a later date.

Left chest two color embroidery GCFS with Maltese cross white and red

Right shoulder medical certification patch or Fire patch to be specified on purchase order

Left shoulder Fire patch

NOTE: Gwinnett County reserves the right to request embroidery samples to use in determination of award. Samples should be provided upon request within five (5) business days. The successful supplier will be required to provide and apply the name strip to the

garment as identified above. Upon request, a sample of the material that the Nomex name strip will be made from shall be provided. It will be the responsibility of the supplier to incur all costs associated with the providing the samples.

Pictures of each are provided as **Appendix A**.

- B. Sheriff's Office patches/emblems/silk-screens and embroidery to be sewn on as indicated in the bid schedule.

NOTE: All Sheriff embroidery will read "Sheriff's Office".

- C. Department of Corrections patches/emblems and embroidery to be sewn on as indicated in the bid schedule and as follows: Shoulder Patches – 1" from top of each sleeve; MCO./Cpl./Sgt./LT/CAPT. Chevrons - 1" below shoulder patches on each sleeve; Front Patches – Left chest.

Name Strip – United Uniforms Manufactures 540CW Coolmax short sleeve bike shirt with pocket and microphone tab on front. Shirt will have a name strip applied to the right chest. Name strip must be made of material and color that coordinates the shirt. Name strip to be 1" x 5" and lettering should be in block style. Name strip should be embroidered in silver thread with rank, first initial and last name. Rank should be in all cap letters (i.e. OFC; MCO, SGT; LT; or CAPT – OFC. L. Brown). Boarder of the name strip should be stitched and laser-cut and the backing of the name strip must compliment the shirt. Name strip maybe requested at the time of order or at a later date.

- E. We understand there may be issues with quoting a price for Section D item 1. If the price varies per manufacturer or line item, vendor should submit a detailed cost breakdown per line item. The ability to provide added shirt tails may be taken into consideration in determining award.

V. Alterations

Alterations will consist of hemming pants (waist & length) and altering uniforms shirts (sleeves, cuffs & tail length). If sizing is not accurate after the original fitting, the vendor will be required to perform alterations.

VI. Samples

Samples should be provided upon request within five (5) business days. Each sample is to be labeled with supplier's name, item number as indicated on the bid schedule, and bid number. Failure to provide samples by the required deadline may result in bid being deemed non-responsive. It will be the responsibility of the supplier to incur all costs associated with the providing the samples. After testing, samples may be returned to supplier at supplier's request and expense.

VII. Brand Names

Use of brand names, specific manufacturers, and style numbers are not intended to limit competition, but rather to ensure uniformity of styles, colors, and fabrics as established by the departments and assist suppliers in determining the standard of quality Gwinnett County is seeking. Equivalent items may be accepted if they meet all standards of quality and purpose for the intended use, as determined by Gwinnett County. Samples may be required to assist in determining if item bid is an equivalent. Samples and specifications of the listed brand name/product number will be utilized to determine equivalency.

VIII. Equivalent Products

Gwinnett County shall be the sole determinant of acceptability of all approved equivalents. When bidding an equivalent product, supplier represents:

1. Equivalent product has been personally investigated and determined to be equal to or superior in all respects to that specified.
2. Product identification, including manufacturer's name and address and any brochures or other printed information, should be provided as part of the bid document.
3. It is the supplier's responsibility to prove equivalent products equal or exceed the quality level of the product(s) specified.

IX. Award

Uniform pants and shirts may be awarded to the same vendor/manufacturer for compatibility purposes. Short sleeve and long sleeve shirts may be awarded to the same vendor (per section/department) to ensure compatibility.

X. Delivery Terms

Uniforms may be picked up or delivered (this will be specified at the time each order is placed). **All delivered items shall be delivered inside to the following departments, F.O.B. destination, prepaid and allowed.** It will be the responsibility of the supplier to incur all costs associated with the shipment of orders. Invoices shall state the bid number, purchase order number, and the delivery address.

Nomex name strip



Silk Screen



Appendix A

Embroidery



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BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
Section A: Fire						
1	100 EA	Men's trousers regular cut, Workrite #FP50NV or equivalent, dark navy			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
2	800 EA	Men's trousers full cut, Workrite #FP52NV or equivalent, dark navy			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
3	50 EA	Women's trousers, Workrite FP51NV or equivalent, dark navy			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
4	500 EA	Men's short sleeve shirt, Workrite FSC2NV or equivalent, dark navy, to include emblems and name strip.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
5	50 EA	Women's short sleeve shirt, Workrite FSC3NV or equivalent, dark navy, to include emblems and name strip.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
6	2000 EA	T-shirts Gildan G200 Ultra Cotton, 6 oz preshrunk 100% Cotton, tall sizes available, dark navy blue, label showing manufacturer, size and care instructions shall be affixed to the interior. T-shirts must be factory or factory authorized silk-screened. Insignia for the Department of Fire and Emergency Services applied over left breast. "GWINNETT FIRE SERVICES" to be silkscreened on the back of the shirt in White. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	
		S-XL TALL			\$	
		2XL TALL			\$	
		3XL TALL			\$	
		4XL TALL			\$	
7	500 EA	Gym shorts, Russell 25843MO 100% cotton or equivalent longer length jersey short, minimum 9" inseam, dark navy, label showing manufacturer, size and care instructions should be affixed to the interior. Shorts must be factory or factory authorized silk-screened. Two-color (red/gold) insignia for the Department of Fire and Emergency Services applied over left thigh. S-XL			\$	\$
		2XL			\$	
		3XL			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
8	300 EA	Sweatshirts, Gilden G180 50/50 Cotton/ Polyester blend or equivalent, navy. To be factory or factory-authorized silkscreened. To include two-color (red/gold) insignia for the Department of Fire and Emergency Services applied over left breast. "GWINNETT FIRE SERVICES" to be silkscreened on the back of the shirt in white. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
9	300 EA	Sweatpants, Gilden G18200 50/50 Cotton/Polyester blend or equivalent, navy. To be factory or factory-authorized silkscreened. Insignia silkscreen to be applied over left thigh. Label showing manufacturer, size and care instructions to be affixed to the interior. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
10	250 EA	Baseball cap, dark navy, Otto 19-251 100% cotton 6 panel low pro hat one size fits most hook and look adjustable closure or equivalent. To include embroidered print on front of cap that is red and gold GCFS with Maltese Cross and is approximately 8,700 stitches. Embroidered print on the back of cap in white 3/8" block letters on two lines should read: WE WILL NEVER FORGET 9/11/2001			\$	\$
11	600 EA	Polo/golf shirts, Jersey 437MSR 50/50 cotton/polyester blend with stain-resistant finish or equivalent. Dark navy, to include two-color embroidery on the left chest (red and gold or red and white GCFS with Maltese Cross), approximately 8,700 stitches. Recruit polos will have block letter RECRUIT center under logo. S-XL			\$	\$
		2XL			\$	
		3XL			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
12	500 EA	Trousers, Red Kap PT10NV or equivalent, dark navy			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
13	25 EA	Short sleeve shirt, Red Kap SP66NV or equivalent, dark navy, emblems applied as requested.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
14	150 EA	5.11 3 in one Reversible Hi Vis Parka with Department designated insignia on out shell and inner jacket Embroidery two color embroidery on the left chest (red and gold GCFS with Maltese Cross), approximately 8,700 stitches. Last name .5" on right chest sewn on name strip in red with the last name only. Lettering should be 7/16" block style. SM-XL			\$	\$
		XS			\$	
		2XL				
		3XL			\$	
		4XL			\$	
15	100 EA	Men's short sleeve 100% polyester shirts, Elbeco Tex2-Trop or equivalent, white 3310N/navy 3314N, sizes 14 - 24, to include one emblem on each shoulder.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
16	150 EA	Men's long sleeve 100% polyester shirts, Elbeco Tex-Trop2 or equivalent, white 310N, sizes 14 - 22, to include one emblem on each shoulder.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
17	25 EA	Ladies short sleeve polyester shirts, Elbeco Tex-Trop2 or equivalent, white 9810CLN or midnight blue 9814CLN, sizes 28-52, to include one emblem on each shoulder.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
18	150 EA	Ladies long sleeve 100% polyester shirts, Elbeco Tex-Trop2 or equivalent, white 9310LCN, sizes 28-54, to include one emblem on each shoulder.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
19	75 EA	Men's short sleeve polyester shirts, Elbeco Tex-Trop2 or equivalent, with badge tab epaulets, zipper front, military back, white Z3310N or midnight blue Z3314N, sizes 14-22 to include one emblem on each shoulder.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
20	75 EA	Ladies short sleeve polyester shirts, Elbeco Tex-Trop2 or equivalent, with badge tab epaulets, zipper front, military back, white Z9810LCN or midnight blue Z9810LCN, sizes 28-54 to include one emblem on each shoulder.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
21	300 EA	Men's uniform trousers, Elbeco Tex-Trop2 E314RN or equivalent, navy/midnight blue, sizes 28-64.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
22	25 EA	Ladies uniform trousers, Elbeco Tex-Trop2 E9314LC or equivalent, navy/midnight blue, sizes 2-36.			\$	\$
		State oversizes:				
		State charge for oversizes:				
Section A Total						\$
Section B: Sheriff						
1	30 EA	Waterproof breathable jacket, navy, Tact Squad Gen jacket F1003 or equivalent, to include Sheriff's Office patch sewn 1" from top of each shoulder & badge patch sewn on front left chest. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	
		5XL			\$	
		6XL			\$	
2	150 EA	Male LS Elbeco Tex-Trop with zipper or equivalent, Khaki, Sheriff's Office patch sewn 1" from top of each shoulder and may require Cpl. or Sgt. Chevrons to be sewn 1" below the shoulder patches on each sleeve and service stripes on left sleeve, sewn 1" from cuff.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
3	200 EA	Male SS Elbeco Tex-Trop with zipper or equivalent, Khaki, Sheriff's Office patch sewn 1" from top of each shoulder and may require Cpl. or Sgt. Chevrons to be sewn 1" below the shoulder patches on each sleeve.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
4	250 EA	Male Elbeco Tex-Trop Trouser style E314 or equivalent, midnight blue with a midnight blue stripe piggybacked on a wider khaki stripe.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
5	150 EA	Female LS Elbeco Tex-Trop with zipper or equivalent, Khaki, Sheriff's Office patch sewn 1" from top of each shoulder and may require Cpl. or Sgt. Chevrons to be sewn 1" below the shoulder patches on each sleeve and service stripes on left sleeve, sewn 1" from cuff.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
6	150 EA	Female SS Elbeco Tex-Trop with zipper or equivalent, Khaki, Sheriff's Office patch sewn 1" from top of each shoulder and may require Cpl. or Sgt. Chevrons to be sewn 1" below the shoulder patches on each sleeve.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
7	150 EA	Female Elbeco Tex-Trop Trouser style E9314LC or equivalent, midnight blue with a midnight blue stripe piggybacked on a wider khaki stripe.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
8	100 EA	Baseball cap, mesh, Otto Caps #19-366 or equivalent, 3 color star badge embroidered.				
9	100 EA	Baseball cap, mesh, Otto Caps #19-366 or equivalent, "GWINNETT COUNTY SHERIFF'S OFFICE" embroidered in gold.				
10	100 EA	Knit beanie cap, blue, Otto Cap 82-404 or equivalent, 3 color star badge embroidered.				
11	100 EA	Knit beanie cap, blue, Otto Cap 82-404 or equivalent, "GWINNETT COUNTY SHERIFF'S OFFICE" embroidered in gold.				
12	75 EA	Men's/women's clip on ties, navy blue, black, regular and X-long, Broom #900 or equivalent.				
13	50 EA	Golf shirt, short sleeve, Tiger Hill HPQ or equivalent, 100% cotton pique knit, assorted colors, to include a 3 color embroidered star badge and "GWINNETT COUNTY SHERIFF'S OFFICE" embroidered on left chest in navy, gold, and white. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
14	50 EA	Golf shirt, short sleeve, Tiger Hill HPQ or equivalent, 100% cotton pique knit, assorted colors with "GWINNETT COUNTY SHERIFF'S OFFICE" embroidered on left chest in navy, gold, or white. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	
15	50 EA	Golf shirt, long sleeve, Tiger Hill HPQLS or equivalent, 100 % cotton pique knit, assorted colors, to include a 3-color star embroidered badge and "GWINNETT COUNTY SHERIFF'S OFFICE" on left chest in navy, gold, or white. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	
16	50 EA	Golf shirt, long sleeve, Tiger Hill HPQLS or equivalent, 100 % cotton pique knit, assorted colors with "GWINNETT COUNTY SHERIFF'S OFFICE" on left chest in navy, gold, or white. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
17	250 EA	Men's t-shirt, Hanes or equivalent, 50% cotton, 50% polyester, navy blue, gold. Silkscreen "SHERIFF" in 2 1/2" block letters on the back and a silkscreen star badge and department name on left chest. Silkscreen color will vary depending on shirt color. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	
18	250 EA	Men's t-shirt, Hanes or equivalent, 50% cotton, 50% polyester, navy blue, gold. silkscreen "GWINNETT COUNTY SHERIFF'S OFFICE" on left chest. Silkscreen color will vary depending on shirt color. S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	
Section B Total						\$
Section C: Corrections						
1	15 EA	Waterproof breathable jacket, black, Horace Small New Generation jacket, Item # 3352 or equivalent, to include Dept. patch sewn 1" from top of each shoulder & badge patch sewn on front left chest. S-XL			\$	\$
		2XL			\$	
		3XL			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
		4XL			\$	
		5XL			\$	
		6XL			\$	
2	20 EA	Male LS Elbeco Tex-Trop with zipper or equivalent, Gray, Dept. of Corrections patch sewn 1" from top of each shoulder and may require Cpl. or Sgt. Chevrons to be sewn 1" below the shoulder patches on each sleeve and service stripes on left sleeve, sewn 1" from cuff.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
3	45 EA	Male SS Elbeco Tex-Trop with zipper or equivalent, Gray, Dept. of Corrections patch sewn 1" from top of each shoulder and may require Cpl. or Sgt. Chevrons to be sewn 1" below the shoulder patches on each sleeve.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
4	45 EA	Male Elbeco Tex-Trop Trouser style E314 or equivalent, black with gray stripe.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	

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ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
5	10 EA	Female LS Elbeco Tex-Trop with zipper or equivalent, Gray, Dept. of Corrections patch sewn 1" from top of each shoulder and may require Cpl. or Sgt. Chevrons to be sewn 1" below the shoulder patches on each sleeve and service stripes on left sleeve, sewn 1" from cuff.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
6	15 EA	Female SS Elbeco Tex-Trop with zipper or equivalent, Gray, Dept. of Corrections patch sewn 1" from top of each shoulder and may require Cpl. or Sgt. Chevrons to be sewn 1" below the shoulder patches on each sleeve.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
7	10 EA	Female Elbeco Tex-Trop Trouser style E9314LC or equivalent, black with gray stripe.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
8	100 EA	United Uniforms Manufacturers 540CW Coolmax® short sleeve bike shirt with pocket and microphone tab on front or equivalent, black, CORRECTIONS patch sewn on back, one emblem patch sewn on each shoulder, badge patch on left chest, and name embroidered on right chest. S-XL			\$	\$
		2XL			\$	
		3XL			\$	

COMPANY NAME _____

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

BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
		4XL			\$	
		5XL			\$	
		6XL			\$	
9	50 EA	Windbreaker, Augusta Sportswear 3100 or equivalent, 100% polyester brushed tricot lined, black, CORRECTIONS badge (supplied by the department) sewn on left chest, one emblem patch (supplied by the department) sewn on each shoulder and CORRECTIONS patch sewn on back.			\$	\$
		State oversizes:			\$	
		State charge for oversizes:			\$	
10	15 EA	Baseball cap, mesh, OttoCaps #19-366 or equivalent, gold and/or silver GWINNETT COUNTY Department of Corrections embroidered.			\$	\$
11	15 EA	Knit beanie cap, black, Otto Cap 82-404 or equivalent, "G.C.D.C" embroidered.			\$	\$
12	5 EA	Men's/women's clip on ties, black, regular and X-long, Broom #900 or equivalent.			\$	\$
13	100 EA	Men's BDU pants, Propper F5201 or equivalent, 65% polyester, 35% cotton, dark gray, sewn to military specification MIL-T-44047E S-XL			\$	\$
		2XL			\$	
		3XL			\$	
		4XL			\$	
Section C Total						\$

COMPANY NAME _____

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BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
Section D: Miscellaneous						
1		State additional charge, if any for added shirt tails \$ _____				
		State additional delivery time, if any. _____				
2		State additional charge, if any, for hemming/waist alterations (extra long length) of pants \$ _____				
		State additional delivery time, if any. _____				
Section E: UNIT PRICING FOR <u>ADDITIONAL</u> EMBROIDERY						
1		Fire Nomex shirts additional name strips \$ _____				
2		Fire polyester additional name strip				
		\$ _____				

COMPANY NAME _____

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BID SCHEDULE

ITEM #	QTY	DESCRIPTION	MFG & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
3		Fire 5.11 additional name strip \$ _____				
Section F: UNIT PRICING FOR <u>ADDITIONAL</u> PATCHES-SILKSCREEN-EMBLEMS						
1		Department furnished emblem and/or name tag to be sewn on per garment (additional to instructions in bid schedule). Note: the number of patches may vary per garment. \$ _____				
2		Custom embroidery of department names, patches, and emblems (instructions in bid schedule). \$ _____				

SECTION TOTALS	
Section A (Fire)	\$
Section B (Sheriff)	\$
Section C (Corrections)	\$
BID GRAND TOTAL	\$

COMPANY NAME _____

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

BID SCHEDULE CONTINUED

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

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1:	____% Increase	____% Decrease	Explanation _____
Renewal Option 2:	____% Increase	____% Decrease	Explanation _____
Renewal Option 3:	____% Increase	____% Decrease	Explanation _____
Renewal Option 4:	____% Increase	____% Decrease	Explanation _____

Certification Of Non-Collusion in Bid Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item bid, delivered to the designated point(s) within the time specified in the bid schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

Legal Business Name _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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

REFERENCES

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

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

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

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

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

Company Name _____



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: _____ Sworn to and subscribed before me this
Authorized Officer or Agent Signature

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 EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**

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

BL104-23

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.
- 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 bidder, 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.