



March 12, 2024

**Request for Proposal
RP014-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Food Services on a Multi-Year Contract** for the **Department of Support Services**.

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 Wednesday, April 10, 2024**, 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 service providers 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 Wednesday, March 20, 2024**, at the Gwinnett County Purchasing Division, 75 Langley Dr, Lawrenceville, GA 30046 in the Dogwood Conference Room. All service providers are urged to attend.

Questions regarding proposals should be directed to Alexis Holland, Purchasing Associate II at alexis.holland@gwinnettcounty.com or by calling 770-822-8741, no later than **Friday, March 22, 2024**. Proposals are legal and binding upon the vendor when submitted. One unbound 8 ½" x 11" single sided marked "original", four (4) exact copies, and one (1) electronic copy on a flash drive (labeled Technical) should be submitted.

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

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.

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.

Alexis Holland
Purchasing Associate II

The following pages should be returned with your proposal:

Multi-Year Fee Schedule, Pages 13-14
Service Provider Information, Page 15
References, Pages 16-17
Code of Ethics Affidavit, Page 30
Contractor Affidavit, Page 31
List of Subcontractors, Page 32

**MULTI-YEAR CONTRACT FOR PROVISION OF FOOD SERVICES AT
THE GWINNETT JUSTICE AND ADMINISTRATION CENTER**

I. INTRODUCTION

The Gwinnett County Board of Commissioners is soliciting proposals from qualified service providers to provide food services for the Gwinnett Justice and Administration Center (GJAC). The services shall be for a period of one calendar year beginning on January 1, 2025, or upon the execution date of this Agreement. The initial term of this Agreement shall be through December 31, 2025. This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract. In addition, the County has the sole right to terminate this contract absolutely and without further obligation on its part at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract shall automatically renew unless positive action is taken by the County to terminate the contract for a total lifetime Agreement term of five (5) years, upon the same terms and conditions. Failure to hold pricing firm for the initial term of the contract will be sufficient cause for Gwinnett County to declare the proposal non-responsive.

II. PURPOSE

The County proposes to provide greater flexibility, availability, and variety for the provision of food services when selecting a Service Provider. This Agreement sets forth the terms, covenants, and conditions under which the Service Provider will manage and operate a comprehensive food service for the Gwinnett Justice and Administration Center located at 75 Langley Drive in Lawrenceville. Service Providers are specifically instructed that the County is not soliciting investment capital from any food service management vendor and that investment in facilities or equipment by a Service Provider is not required as a condition for proposal. The County will consider offers of investment capital when evaluating submitted proposals which may include, but are not limited to, design boards, schematic visuals, and other marketing materials relative to proposed improvements.

The County intends to award the contract to one Service Provider who shall administer all matters related to the Cafeteria, including a provision for subscription food service as needed. The term 'subscription food service' describes the right to retain third-party restaurants and licensed food service partners to provide a broad range of food service programs on a daily and/or cyclical basis. The County reserves the right to reject any and all proposals, to waive technicalities, and to make an award deemed in its best interest.

III. BACKGROUND

The Cafeteria is located in the 508,000 square-foot Gwinnett Justice and Administration Center which houses administrative and judicial functions of Gwinnett County Government. The Cafeteria also serves the adjoining 195,623 square-foot Charlotte J. Nash Court Building. The facility currently houses approximately 1,100 employees with up to 1,500 visitors per day. Jury calls may bring as many as 400 jurors to the Cafeteria on Mondays, Tuesdays, and Wednesdays. In addition to this central facility, the County owns three additional buildings within walking distance of GJAC, none of which has full service dining facilities. These buildings include One Justice Square at 446 West Crogan Street (approximately 150 employees), Gwinnett County Government Annex at 750 South Perry Street (approximately 50 employees), and Gwinnett County Courts Annex at 115 Stone Mountain Street (approximately 115 employees).

The layout of the Cafeteria (kitchen, serving area, and dining room) is provided in Attachment A. The Cafeteria Dining Room has 36 tables and provides seating for 116 people. An outdoor patio area has 6 tables and seating for 30 people. The Jury dining room (access controlled) has 8 tables and 32 chairs.

The vending machine that is shown on Attachment A is part of a separate contract.

A tour of the Cafeteria will be included as part of the pre-proposal meeting to provide an opportunity for interested service providers to examine the kitchen, serving area, dining room, and patio areas.

Gross cafeteria sales will include special services, jury meals, and catering events:

2021	\$282,361 (May-December)
2022	\$594,575
2023	\$662,947

IV. SCOPE OF SERVICES TO BE PROVIDED BY THE SUCCESSFUL SERVICE PROVIDER

A. Service Provider Responsibilities – Cafeteria Operations

1. The Service Provider shall plan, order, furnish, prepare, and serve food and beverages necessary for a nutritional, appetizing, and healthy food service program. The food service program shall be in accordance with the Service Provider’s proposal, which shall be attached to and made a part of the Agreement between the County and the Service Provider.
2. In developing its proposal and associated food service program, the Service Provider is encouraged to use its expertise and creativity. Nutritional information (i.e. calories, fat, sugar, sodium, carbohydrates, etc.) for regular menu items may be requested by the County. The Service Provider shall include a menu catalog with rotation cycles and frequency of cycle. The Service Provider’s daily menu fare and pricing, as presented in its proposal, shall be an essential part of the Agreement.
3. The Service Provider shall abide by all laws, regulations, codes, and requirements of local, state, and federal origin pertaining to the preparation and serving of food and the operation and maintenance of a commercial food service facility. The Service Provider shall be required to correct and work to remedy or prevent any nuisance, violation, or other grievance arising directly or indirectly from its services within 24 hours after being notified of an issue.
4. Prior to commencement of any food service in the Cafeteria, the Service Provider shall obtain a food service permit from the Gwinnett County Public Health Department. The Service Provider and its employees shall obtain and maintain any other licenses, permits, and employee health certificates as required by law to operate the Cafeteria. At minimum, three staff members operating at GJAC shall obtain and maintain ServSafe certification.
5. The Service Provider and its employees and affiliates shall observe and abide by any and all safety, security, and building use policies or procedures mandated by Gwinnett County.
6. The Service Provider shall provide food services from 7:00 am to 3:30 pm Monday through Friday, with a 30-minute maximum downtime period to allow for lunch preparation. Food services shall include breakfast, lunch, snacks, made to order grill program, self-service salad bar, full-service deli program, grab and go snacks, salads, and meals, hot food offerings, and hot and cold beverages. The ability to provide additional services such as a micro market, daily lineup of rotating meals from restaurants and caterers, and same day food delivery program (pop-ups) are welcomed but not required.
7. Breakfast and lunch are the primary meal services with snacks and beverages available at off-peak hours. Breakfast shall be available from 7:00 am to 10:30 am, and lunch shall be available from 11:00 am to 2:30 pm. The proposing Service Providers shall indicate in their proposals at

what time they will need to enter the cafeteria to prepare for a 7:00 am opening. The County observes 12 holidays per year, and the holidays are excluded from the service scope (refer to Attachment C).

8. The Service Provider shall comply with established times of service for each service area. Any request for schedule adjustments shall be submitted in writing to the Department of Support Services for review and approval prior to implementation.
9. Serving lines shall be well stocked throughout the entire service period.
10. The Service Provider shall guarantee the freshness of all food served and shall prepare, store, and maintain all food items at proper temperatures. Any food appearing discolored, misshapen, or not fresh shall be discarded by the Service Provider.
11. Service problems shall be anticipated and resolved by the Service Provider immediately. The Service Provider's management staff shall review problems on a daily basis and implement solutions to prevent recurrence and enable management to quickly address issues. Examples include but are not limited to: (a) excessive customer wait times; (b) bottlenecks or inefficiency impeding the flow of service; (c) delay in food production; (d) running out of advertised specials, beverages, and/or condiments; and (e) quickly replenishing plates, napkins, and plastic cutlery.
12. The Service Provider shall accept payments by cash, debit/credit cards, and mobile app and shall provide a cashier during business hours. The current service provider uses The Point of Sale Team .

B. Food Services to be Performed

1. The Service Provider shall assemble and provide an aggregate collection of menus to the Department of Support Services. The Service Provider shall identify in their proposal, if available, any alternative food service options, such as catering, ice cream shops, food carts, micro markets, vending, pop-up stands, and kiosks.
2. The Service Provider will create a marketing strategy for advertising services, menus, catering services, daily specials, promotions, special events and establish the capability to administer a mobile app. The County shall review and approve all marketing/advertising plans prior to deployment by the Service Provider.
3. The Service Provider shall clearly identify food and beverage offerings and pricing through its media portal, mobile app, website, and signage in the Cafeteria and other operational areas within GJAC as approved by the County.
4. The Service Provider shall provide pricing for each menu grouping, aggregate user groups, and other affiliates under their operations umbrella.
5. The Service Provider shall specify a plan of action in the event of unpredictable circumstances (i.e. interruption in food supplier delivery or labor/staffing problems). It is the responsibility of the Service Provider to provide adequate staffing and training opportunities for employees to maintain a high level of service standards.

C. Special Services

1. **Jury Dining**—The Service Provider shall provide meal services to jurors including special arrangements for dining in the Jury Dining Area upon request of the County's Court Administration. The Jury Dining Area may not be used for overflow dining by regular customers. The County's Court Administration will be responsible for the payment of coffee and all jury meal expenses, there is not a set amount for meal allowance. Most services for jurors are performed during normal lunch hours however, the Service Provider may be requested to provide food services after hours for trials that run late or for sequestered jurors. These services will be provided at the request of Court Administration upon prior notice and at a per meal cost. The Service Provider will make provisions for call-ahead juror meal services by providing online ordering services. Provisions shall also be made to allow payment for such meal service on a weekly or monthly basis.
2. **Catering Services**—The Service Provider will provide Catering Services to County functions within GJAC or at other County facilities. These Catering Services should include the provision of snacks, lunch options, and holiday buffets. Catering Services are expected to be primarily in support of the County's Conference Center activities, department lunches, and receptions in the lobby of the Auditorium or first floor Atrium. The Service Provider's food services manager or a designated staffer may be required to be available throughout the entire catered event. The Service Provider must be prepared to supply dinnerware and serving supplies as necessary for catered events. Proposing firms must include a catering services menu, procedures for ordering and scheduling, and pricing structure in their proposals. Catering Services will be billed at rates established in the Service Provider's proposal or as established mutually by the parties. There is not a per-diem or meal allowance for catering that is paid by the County. The Service Provider shall be the preferred firm but will not have exclusive rights to catering services at GJAC or any other County facility.
3. **Offsite Food Services**—The Service Provider may on occasion be requested to provide coffee service, limited breakfast and packaged luncheon snacks to offsite locations. Service Providers must include the services available and the pricing structure for offsite arrangements in their proposals. The extent and pricing of these services will be negotiated by the County and Service Provider at time of request.
4. **Additional Programs/Added Value Services**—The Service Provider may initiate and implement special programs only with the prior approval of the County. Additional opportunities for services on an ongoing basis may be available to the Service Provider throughout the term of the agreement.

D. Pricing and Financial Reporting

1. Requests for price increases, restructuring, or adding new menu offerings must be submitted in writing for review and approval by the Department of Support Services. Only one price increase may be permitted each year of the Multi-Year contract. When a price increase is approved, the Service Provider shall post a notification of the increase in a conspicuous location within the Cafeteria and online for two weeks prior to the effective date. The last price increase that the County had was January 2, 2024.
2. The service provider shall submit an itemized financial accounting of its cafeteria revenue, catering revenue, and its operating expenses on a monthly basis. Financial reporting shall include weekly sales, discounts, number of transactions, and products and items sold by food category. An example of the reporting format will be provided upon request. The County shall reserve the right to request additional customized reports as necessary.

3. The service provider shall provide attestation of Compliance and/or Certificate of Compliance and a copy of the contract showing an acknowledgement that the Point of Service provider is responsible for the security of cardholder data shall be submitted to the designated Department of Support Services staff member by February 1 of each contract year. This process is required by the Gwinnett County Department of Information Technology Services to confirm compliance with the Payment Card Industry Data Security Standard.

E. Management and Personnel

1. The service provider shall provide an adequate number of employees for efficient and effective operation of the cafeteria. The number of employees should be included in the response to this request for proposal. The service provider shall maintain or exceed this level of staffing throughout the term of the contract unless otherwise permitted by the Department of Support Services. The Service Provider shall obtain and employ staff that are experienced and skilled in their areas of work and who behave and present themselves in a manner commensurate with behavior expected in a public food service setting. The County reserves the right to direct the Service Provider to dismiss any employee acting in an unacceptable manner.
2. The service provider shall comply with all applicable federal, state, and local laws and regulations including County policies concerning nondiscrimination and equal opportunity in contracting. The service provider shall not discriminate in provision of services provided under this contract due to age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical conditions, political beliefs, organizational affiliations, or marital status.
3. All employees of the service provider shall be required to pass employment eligibility and criminal history background checks prior to employment. These clearances shall include, as applicable, evidence of compliance with O.C.G.A. §13-10-91 through E-verification program documentation, provision of Department of Homeland Security I-9 Forms, provision of unexpired and acceptable Documents of Identity as listed in I-9 Form Instructions, and GCIC clearances obtained in accordance with Gwinnett County consent forms allowing for criminal history checks.
4. The service provider's employees may be subjected to health requirements as the County or any other governmental authority may require, including but not limited to medical examinations. Upon request of the County, the Service Provider shall submit certified proof of compliance with any said health requirements.
5. The service provider shall provide and maintain a current list of active employees and service associates.
6. The service provider shall require its employees to wear clean and neat uniforms, hairnets, gloves, proper footwear, and other appropriate items required by the Department of Public Health. Employees will be subject to inspections by the Department of Support Services to ensure compliance with these requirements.
7. The service provider shall be responsible for obtaining and maintaining first aid equipment and supplies in all food preparation and service areas.

V. GENERAL CONTRACT REQUIREMENTS

A. Health and Safety Requirements

1. The service provider shall comply with all applicable requirements of Gwinnett Public Health and Safety Code for food service facilities and operations.
2. The service provider shall maintain a Health Department Inspection Score of 90 or above. Scores must be reported to the Department of Support Services promptly upon receipt. A score of less than 90 will require a written corrective action plan from the Service Provider within 24 hours of receiving the score. Such violations resulting in a score below 90 may be considered cause for termination of the Agreement.
3. The service provider shall maintain and file a knife inventory with the Department of Support Services and the Sheriff's Court Security Division. The inventory shall be monitored and maintained daily. Any knives added to the inventory must be engraved with sequential numbers that are maintained in the inventory. All broken knives must be logged out of service. In both situations, the Department of Support Services and the Court Security Division shall be notified. All knives in the serving area must be secured in locked drawers at the end of each day.
4. The service provider is responsible for the control of keys and card access badges obtained from the County and the security of those areas which are used by its employees and affiliates. A list of authorized personnel shall be maintained on a monthly basis, and a copy shall be made available to the County upon request. The service provider shall immediately report personnel issues related to termination or separation and theft or loss of cafeteria equipment to the Department of Support Services.

B. Facilities, Maintenance, and Equipment Use

1. The Cafeteria Dining area is to be open at all times to employees and the public, regardless of purchase from the cafeteria. Users of the Dining area may be permitted to consume food or beverages brought from other sources. WI-FI is available in the café area.
2. The Service Provider shall be permitted to use the equipment provided by the County. The County shall provide an administrative office for use by the Service Provider. No alterations or additions shall be made to the premises without the County's prior written consent.
3. The County-provided equipment available in the Kitchen and Serving Area is itemized in Attachment B. Any equipment or unattached fixtures not included in this listing can be assumed to be the property of the present Service Provider, and proposing firms shall be conscious of such items when preparing their proposals.
4. The service provider shall supply cooking utensils and small wares needed for service but not provided by the County. If additional equipment or fixtures are required by the service provider to support its proposed services, this equipment shall be provided and maintained at the service provider's expense. Such additions will be subject to written approval by the Department of Support Services and must be consistent with the architectural, mechanical, and electrical features of the facility. Such approval will not be unreasonably withheld.
5. The service provider shall be responsible for the daily and thorough cleaning of the kitchen and serving area as needed to ensure a healthy and code compliant environment. The service provider shall regularly clean any and all equipment used in the course of service, including equipment owned by the County.
6. The service provider shall utilize eco-friendly cleaning techniques and products when cleaning and maintaining all areas of the cafeteria. Eco-friendly cleaning shall mean avoiding the use of

chemically reactive and toxic cleaning products, including those that emit volatile organic compounds (VOCs). The Service Provider shall provide a description of its proposed actions and listing of all cleaning products to be used within its proposal for the County's review and approval.

7. The service provider shall utilize appropriate packaging for foods and take appropriate care to provide attractive, functional, and sustainable packaging solutions.
8. The service provider shall not utilize styrofoam or other expanded polystyrene packages, containers, or cups for food and beverages sold and dispensed through the Cafeteria's food service operations or as part of its catering operations in County facilities. All packages, containers, and cups utilized shall be made of sustainable materials. The type of materials used in packaging should be included in the response to this request for proposal.

The dining area has designated receptacles for recycling materials to include, paper, plastic, and bottles. The materials are collected by the County's Housekeeping team for contracted recycling services.

9. The service provider shall be responsible for removing all trash and refuse from its areas of operations and depositing it in the facility's compactor on a daily basis. No trash or refuse shall be left in the Cafeteria overnight.
10. The service provider shall be responsible for obtaining internet service for its business operational needs (i.e. Point of Sale and office use). All work related to this item shall be coordinated through the Department of Support Services and approved by the Department of Information Technology Services.

VI. COUNTY RESPONSIBILITIES – CAFETERIA OPERATIONS

A. Utilities

1. The County will provide electricity, hot and cold water, sewage disposal facilities, garbage removal facilities, and telephone services as in its judgment are necessary for the service provider's operations. The County will not guarantee an uninterrupted power supply due to the possibility of power failure beyond its control. In the event there is such an interruption of power for which the County is not responsible, the Service Provider shall assume all losses and costs incurred due to such an event.

B. Facilities Equipment and Usage

1. The County shall provide food storage, preparation, and serving equipment as itemized in the County's Request for Proposal. The service provider shall have use of all such facilities and equipment in the performances of its services. Title to the facilities and equipment shall remain with the County, and the service provider shall have the right to use the facilities and equipment and the premises in accordance with the terms of the Agreement. The County makes no guarantee or warranty either expressed or implied of any kind or nature whatsoever concerning the premises or equipment.
2. The County shall have responsibility for repairs to the facility and equipment furnished to the service provider and shall oversee and pay the cost of all such repair. Repairs will be coordinated so as not to interfere with Cafeteria services. The service provider will be responsible to promptly report the need for repair to the Department of Support Services. The County will also be responsible for quarterly services for preventive maintenance on refrigerated equipment, the

vent-a-hood system, and scheduled grease removal from the kitchen's grease trap to be provided by competent personnel or reputable companies.

3. The County will contract for quarterly cleaning and degreasing of all kitchen and serving area equipment and for monthly degreasing of floors in the same areas. These specialized cleaning services will not exempt Service Provider from its responsibilities for regular and daily cleaning of equipment and operational areas.
4. The County shall be responsible for pest control in all food service, production, and service areas.
5. The County shall have the right to inspect the Cafeteria at any time to determine the quality of services being provided and the level of cleanliness, safety, and maintenance by the Service Provider.
6. The County may use the Cafeteria Dining Room or Jury Dining Room for County related purposes after the end of regular hours of operation by the Service Provider and shall be responsible for cleaning said areas after use.
7. The County shall have the right to use the Cafeteria Kitchen for its own purpose outside of normal hours of operation of the Cafeteria. The County shall notify Service Provider prior to such usage.

C. Ongoing Food Service Evaluation

1. Gwinnett County staff and authorized representatives shall meet regularly with the service provider's Director of Food Service to evaluate food service operations, discuss short and long term issues, customer comments, programmatic matters, and other information relating to necessary changes or improvements.
2. The service provider shall meet with staff from the Department of Support Services once per quarter to discuss food services and areas of improvement related to customers' dining experience and their ability to navigate the service area.
3. Staff from the Department of Support Services shall periodically inspect the Service Provider's inventory of food and supplies to determine that purchase standards are maintained.
4. The service provider shall provide means of obtaining first-hand information from customers by way of a suggestion box, walk-up surveys, or electronic surveys and respond to all reasonable suggestions. Copies of service evaluation data shall be shared with the County upon request.

VII. COUNTY SPECIAL EVENTS

The County reserves the right to host food truck events or other special events on the GJAC Campus during the calendar year and to contract and operate such events separate and apart from this Agreement.

VIII. PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submission Content

The service provider's Proposal shall be responsive to the specific range of issues described in this Request for Proposal. Service providers are asked to read the Request for Proposal carefully to ensure that they address the specific requirements of this Request and submit all requested information. Proposal should be

letter size, single-sided pages using a font size of not less than 11-point. The following information should be submitted in the proposal in the format as specified herein.

Phase I – Technical Proposal

i. 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.

ii. Service Provider's Background – 10 Points

Provide a description of your company's history and scope of operations. Clearly indicate the company's purpose and focus of operations, number and scale of food service operations, personnel count and composition (job classifications), resumes for Resident Food Service Director, Associate Food Service Director(s), and Manager(s), yearly revenues from food service related activities for the past three years, food services training program, customer service philosophy and practices, as well as other information that describes the company's capabilities. Include a financial statement for the company's latest financial year. If the company has operations beyond the Atlanta metropolitan area, focus this section on the Atlanta or Georgia operations.

iii. Quality of Local References and On-Site Evaluation – 20 Points

Include a minimum of three (3) references for other food service operations of similar size and character. At least two of these references must be for currently active operations, and one must be designated as a facility for an on-site inspection by the County's selection committee. No reference shall be for an operation that has been out of service for more than three years. Include with the references information on annual revenues and clientele base, as well as current contact information for the facility or organization serviced in the cafeteria operation. Contact person must be familiar with the proposing company's services. With references for current operations, include legible photocopies of the establishments' most recent Health Department Inspection Ratings.

iv. Understanding of Scope/Added Value Services – 10 Points

Demonstrate your understanding of the basic scope of services and performance requirements stated in the proposal. Include in this section information on staffing, supplementary equipment, service items and materials, method and hours of operation, promotions and advertising, grill, and sandwich counter management and wait times, and cleaning/maintenance support. Specify the number of staff that will be provided and the corresponding position/title. Confirm your compliance and support of the County's requirements regarding styrofoam packaging and "green" cleaning. Include also a thorough description of how the company will provide for the "special services" requested in the Scope of Services, inclusive of a) food for jury services; b) catering (include cost structure); c) off-site food services; and d) additional programs.

The following list outlines key concerns from customers regarding the food service operation: providing consistent quality, receiving good value (quantity and quality relative to cost), avoiding long waits at the grill and deli, and receiving good customer service. Use this response category to show how you would address these issues. In this section include any additional services, special contribution, physical improvements, or capital investments you would propose as a part of your service program.

v. Cafeteria Menu Nutrition, Quantity, Variety, and Quality – 20 Points

Submit a comprehensive and detailed description of the menu that the proposing Service Provider intends to provide in the Cafeteria. This menu should be inclusive of breakfast, lunch, and any off-hours snack opportunities. The menu should include all hot entrees and sides, grill

items, sandwiches, salads and salad bar offerings, specialty foods, soups, fruits, snacks, breads, desserts, and beverages. Food items should be clearly described, and information included on portion size, and when applicable grade or quality. An effort should be made to show a well-rounded menu with variety, nutritional value, low calorie and heart healthy options, vegetarian items, and specialty or combination offerings. Include pricing for all listed items so that a determination of value can be made in accordance with Item vii below. Please see Attachment D for the County’s Current menu.

- vi. **Use of Technology (Website and/or Mobile App)** – 15 Points
 Include systems available for mobile ordering, payments, and catering reservations. The service provider may include links in their proposal (hard copy and electronic) to the current website, online ordering demos, and online menus.

- vii. **Pricing – Fee Proposal** – 25 Points
 Include clear and comprehensive pricing on all items in the proposed menu. Pricing will be evaluated to determine the relative value of the offerings made in the competing proposals. Indicate in the proposal any employee discounts (regular and/or special event based), special value offerings for all customers, and refund policy. Proposals with effective discounts, menu costs, and pricing specials may be scored higher when there is clear value added for customers.

IX. SELECTION PROCESS

The proposals will be reviewed by a selection committee composed of County personnel. Using the Proposal Evaluation Criteria that follow, the Committee will evaluate all responsive technical proposals, and score and rank them accordingly.

Phase I	Criteria	Points Allowed
1	Service Provider’s Background	10
2	Quality of Local References and On-Site Evaluation	20
3	Understanding of Scope/Added Value Services	10
4	Cafeteria Menu Nutrition, Quantity, Variety, and Quality	20
5	Use of Technology (Website and/or Mobile App)	15
6	Fee Proposal	25
Subtotal		100
7	Optional Interview	10
Total		110

The County may negotiate terms of the contract with the finalist(s). Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest. The County may negotiate terms of the contract with the **finalist(s)**. The County reserves the right to request clarification and additional information from proposing firms if such information is needed to assist in the evaluation process.

If an interview is requested, it will be worth an additional 10 points in the selection process. The service provider(s) will be responsible for any cost associated with the request for additional information and/or an interview. If unable to reach an agreement with the highest scoring service provider, the County may then

negotiate with the second ranked service provider and so on until a satisfactory agreement has been reached or the County may terminate the process.

The selection committee will recommend award of the contract to the highest scoring company. Upon the County's award of the contract, the County will present an agreement to the selected Service Provider for execution. If negotiation of this agreement with the selected Service Provider is unsuccessful, the County may negotiate with the second ranked Service Provider and so on until satisfactory agreement has been reached.

X. INSURANCE

The selected Service Provider will be responsible for providing evidence of insurance coverage as required in the Standard Insurance requirements and maintaining said insurance throughout the period of service.

XI. ADDITIONAL INFORMATION

A. Addenda and Proposal Opening

It is the ultimate responsibility of the proposing firm to ensure that it has all applicable addenda prior to proposal submission. Addenda will be posted on the County's website: www.gwinnettcounty.com. Receipt of addenda should be acknowledged and returned with the proposal submission.

B. Sample Agreement

A sample of the Contract and Contract General Conditions for these services is attached to this solicitation for informational purposes. The selected Service Provider will be expected to enter into this Contract upon award.

Failure to Return This Page as Part of the Proposal Document May Result in Rejection of Proposal

Multi- Year Fee Proposal

ITEM #	DESCRIPTION	Included with Proposal		YEAR 1 THOUGH 5 (2025-2029)
		YES	NO	
1.	Firm must include clear and concise Pricing in Proposed sample menu			Remains firm or per the proposal specifications
2.	Refund Policy			
				AMOUNT/PERCENTAGE
3.	Regular Employee Discount offered			
4.	Special Event Discount			
5.	Special Value Discount			
6.	State Any Other Value-Added Services:			
7.	State Any Other Incentives:			

NOTE: Pricing for the total multi-year contract will be taken into consideration in determining award.

The services to be performed under this Agreement shall commence on upon approval by the Board of Commissioners. The initial term of this Agreement shall be through December 31, 2025. This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract. In addition, the County has the sole right to terminate this contract absolutely and without further obligation on its part at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract shall automatically renew unless positive action is taken by the County to terminate the contract for a **total lifetime Agreement term of five (5) years**, upon the same terms and conditions.

The services to be performed under this Agreement shall commence on January 1, 2025. The initial term of this Agreement shall be through December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of five years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

Company Name _____

Failure to Return This Page as Part of the Proposal Document May Result in Rejection of Proposal

Multi-Year Fee Proposal – (Continued)

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

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

Termination for fund appropriation: The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the County's termination of this Agreement for fund appropriation, the Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Company Name _____

Failure to Return This Page as Part of the Proposal Document May Result in Rejection of Proposal

SERVICE PROVIDER INFORMATION

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

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

Certification Of Non-Collusion in Proposal Preparation _____

(Signature)

(Date)

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal 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 fee schedule.

Legal Business Name _____

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

Contact Person (if someone other than the authorized representative listed above) _____

Failure to Return This Page as Part of the Proposal 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.

Include a minimum of three (3) references for other food service operations of similar size and character. At least two of these references must be for currently active operations, and one must be designated as a facility for an on-site inspection by the County's selection committee.

1. Company Name _____

Services Provided _____

Clientele Base/Size _____

Dates of Services _____ Annual Revenue \$ _____

Contact Person _____ Telephone _____

E-Mail Address _____

Currently Active Operation? Yes ___ No ___ Available for On-Site Inspection Yes ___ No ___

Is a legible photocopy of the establishment's most recent Health Department Inspection Rating included? Yes ___ No ___

2. Company Name _____

Services Provided _____

Clientele Base/Size _____

Dates of Services _____ Annual Revenue \$ _____

Contact Person _____ Telephone _____

E-Mail Address _____

Currently Active Operation? Yes ___ No ___ Available for On-Site Inspection Yes ___ No ___

Is a legible photocopy of the establishment's most recent Health Department Inspection Rating included? Yes ___ No ___

Company Name _____

References (Continued)

3. Company Name _____

Services Provided _____

Clientele Base/Size _____

Dates of Services _____ Annual Revenue \$ _____

Contact Person _____ Telephone _____

E-Mail Address _____

Currently Active Operation? Yes ___ No ___ Available for On-Site Inspection Yes ___ No ___

Is a legible photocopy of the establishment's most recent Health Department Inspection Rating included? Yes ___ No ___

Company Name _____

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners **(and any applicable Authority)** should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis

are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Sample Contract
RP014-24
Provision of Food Services on a Multi-Year Contract

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and _____ (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Agreement shall commence on **January 1, 2025**. The initial term of this Agreement shall be through December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of **5** years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7 TERMINATION FOR CONVENIENCE:

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

8. TERMINATION FOR FUND APPROPRIATION:

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.
- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

2.2 CONFLICT AND PRECEDENCE

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNETT COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE

PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.



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 vendor, 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

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

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



**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

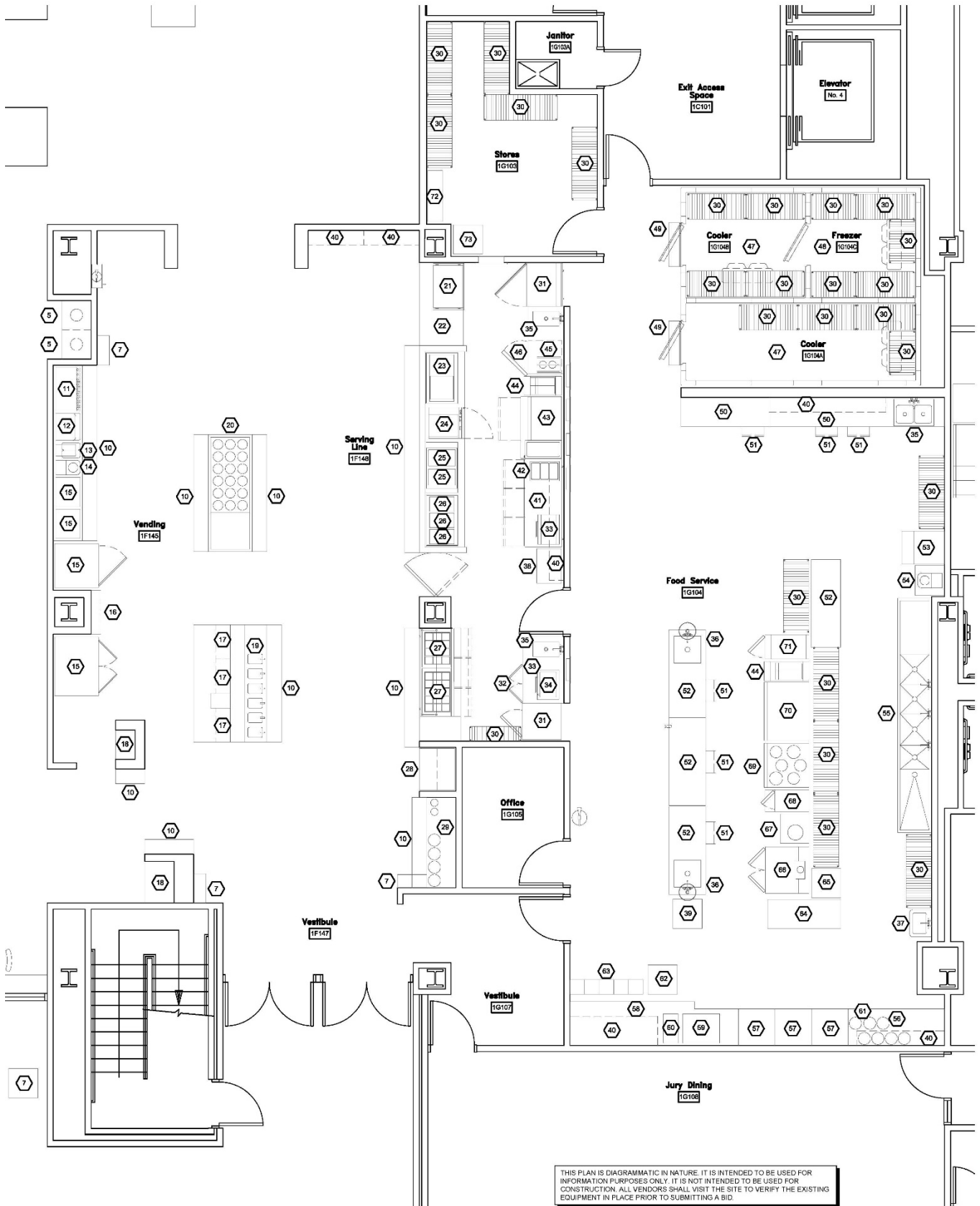
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

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

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

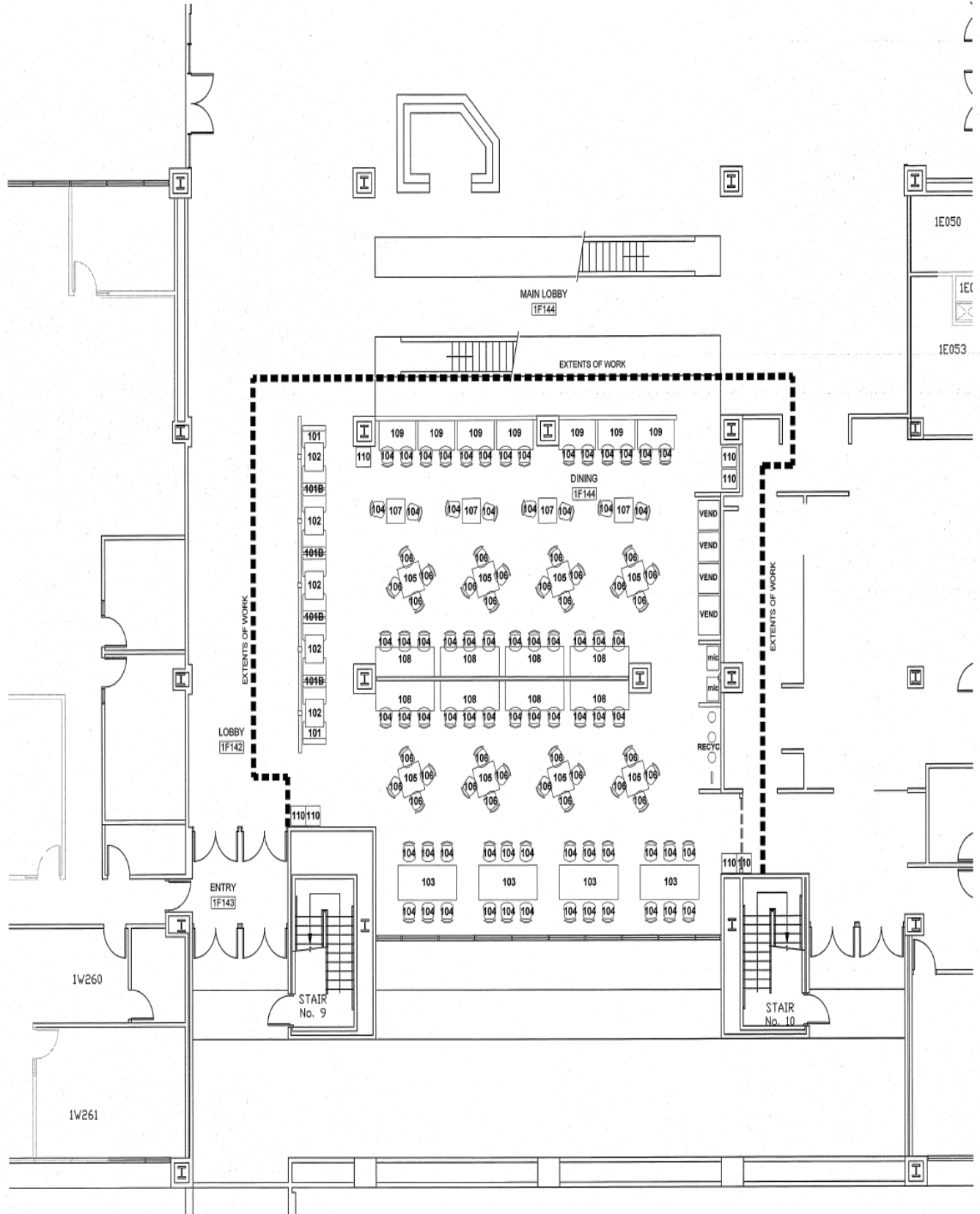
Attachment A



THIS PLAN IS DIAGRAMMATIC IN NATURE. IT IS INTENDED TO BE USED FOR INFORMATION PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION. ALL VENDORS SHALL VISIT THE SITE TO VERIFY THE EXISTING EQUIPMENT IN PLACE PRIOR TO SUBMITTING A BID.

Cafeteria Reference Plan

SCALE 1/4" = 1'-0"



1 Furniture Plan

1/8" = 1'-0"

Attachment B

- | | | | | | |
|----|----------------------------------------------------------|----|-----------------------------------------------------------------------------------------|----|-------------------------------------------------------------------|
| 1 | TWO (2) PERSON TABLE AND CHAIRS | 26 | DROP-IN HOT WELL | 51 | UNDER COUNTER STORAGE DRAWER |
| 2 | FOUR (4) PERSON TABLE AND CHAIRS | 27 | DROP-IN COLD WELL DELI COUNTER WITH UNDER COUNTER STORAGE DRAWERS | 52 | STAINLESS STEEL FOOD PREP. TABLE |
| 3 | SIX (6) PERSON TABLE AND CHAIRS | 28 | REFRIGERATED PRODUCT SERVING SHELVING (GRAB AND GO) | 53 | ICE MACHINE AND STORAGE BID |
| 4 | VENDING MACHINE | 29 | COFFEE SERVING STATION WITH MILLWORK BASE CABINETS | 54 | STAINLESS STEEL TABLE WITH COFFEE MAKER |
| 5 | MILLWORK BASE CABINET WITH INTERNAL TRASH CAN | 30 | STAINLESS STEEL WIRE STORAGE SHELVING | 55 | STAINLESS STEEL FIVE (5) COMPARTMENT DISHWASHER SINK |
| 6 | MILLWORK BASE CABINET WITH INTERNAL RECYCLING BIN | 31 | STAINLESS STEEL STACKED DOUBLE COOLER | 56 | STAINLESS STEEL DISHWASHER COUNTER |
| 7 | FREE STANDING TRASH CAN | 32 | STAINLESS STEEL BASE STORAGE CABINETS | 57 | STAINLESS STEEL THREE (3) COMPARTMENT DISHWASHER |
| 8 | MILLWORK BASE CABINET | 33 | STAINLESS STEEL LARGE MICROWAVE | 58 | STAINLESS STEEL DISHWASHER COUNTER |
| 9 | MICROWAVE | 34 | STAINLESS STEEL MEDIUM MICROWAVE | 59 | MEAT SLICER |
| 10 | TRAY SLIDE | 35 | STAINLESS STEEL COUNTER WITH HAND SINK | 60 | MIXER |
| 11 | BEVERAGE DISPENSER | 36 | STAINLESS STEEL TABLE WITH FOOD PREP. SINK AND OVER HEAD UTENSIL HANGER | 61 | COFFEE CONTAINER STORAGE AREA |
| 12 | WATER AND ICE DISPENSER | 37 | PORCELAIN WALL MOUNTED HAND SINK | 62 | STAINLESS STEEL MOBILE FOOD TRAY STORAGE RACK |
| 13 | TEA DISPENSER | 38 | LOW MOBILE TABLE | 63 | EMPLOYEE PERSONAL LOCKERS |
| 14 | CAPPUCCINO DISPENSER | 39 | LOW MOBILE STAINLESS STEEL TABLE | 64 | SOLID METAL STORAGE SHELVING |
| 15 | BEVERAGE COOLER | 40 | STAINLESS STEEL STORAGE SHELVING ABOVE | 65 | SOLID STAINLESS STEEL LOW STORAGE SHELVING |
| 16 | SMALL SNACK DISPLAY WALL MOUNTED SHELVING | 41 | STAINLESS STEEL COUNTERTOP WITH SIX (6) UNDER COUNTER STORAGE DRAWERS | 66 | STAINLESS STEEL STACKED DOUBLE OVEN |
| 17 | SMALL SNACK DISPLAY SHELVING WITH MILLWORK BASE CABINETS | 42 | MOVABLE HOT WELL | 67 | STAINLESS STEEL SINGLE BOILER |
| 18 | CASH REGISTER | 43 | FLAT TOP GRILL ON STAINLESS STEEL COUNTERTOP WITH TWO (2) UNDER COUNTER STORAGE DRAWERS | 68 | STAINLESS STEEL STACKED DOUBLE STEAMER ON STAINLESS STEEL COUNTER |
| 19 | CONDIMENT DISPENSERS | 44 | DEEP FRYER | 69 | STAINLESS STEEL SIX (6) BURNER GAS RANGE |
| 20 | SALAD BAR | 45 | WARMING TRAY WITH WARMING LIGHTS | 70 | STAINLESS STEEL FLAT TOP GRILL |
| 21 | FOOD WARMER SHELVING | 46 | STAINLESS STEEL COUNTER WITH UNDER COUNTER COOLER | 71 | STAINLESS STEEL FOOD TRAY WARMER |
| 22 | SERVING COUNTER | 47 | WALK-IN COOLER | 72 | LOW STORAGE SHELVING |
| 23 | DROP-IN COLD WELLS | 48 | WALK-IN FREEZER | 73 | ELECTRICAL TRANSFORMER |
| 24 | UNDER COUNTER MOBILE WARMER | 49 | AIR CURTAIN | | |
| 25 | DROP-IN HOT / COLD WELL | 50 | STAINLESS STEEL FOOD PREP. COUNTER | | |

Attachment C

Gwinnett County Observed Holidays

- 1) New Year's Day
- 2) Martin Luther King Jr. Day
- 3) President's Day
- 4) Memorial Day
- 5) Juneteenth
- 6) Independence Day
- 7) Labor Day
- 8) Veteran's Day
- 9) Thanksgiving Day
- 10) Day After Thanksgiving Day
- 11) Christmas Eve
- 12) Christmas Day

Attachment D:

GWINNETT COUNTY GOVERNMENT



GJAC CAFE

SUNRISE CAFE

BREAKIE Choice of meat with egg and cheese	\$4.19
SUNRISE With egg and cheese	\$3.15
EGGS TO ORDER	\$1.35
BACON	\$1.69
SAUSAGE	\$1.69
GRITS	\$2.39
GRITS WITH CHEESE	\$2.59
OATMEAL	\$2.59
FRENCH TOAST STICKS	\$2.59

SUNRISE CAFE (CONTINUED)

HASH BROWNS	\$1.89
MUFFIN	\$2.39
SCONE	\$2.39
BAGEL	\$1.85
TOAST	\$1.19
FRUIT AND YOGURT PARFAIT	\$3.59
STARBUCKS COFFEE	
Small	\$2.19
Medium	\$2.99
Large	\$3.19



GWINNETT COUNTY GOVERNMENT



GJAC CAFE

AMERICAN GRILL

CHEESEBURGER Assorted toppings of lettuce, tomatoes, onion, and pickles (bacon \$1.09 extra)	\$6.85
TURKEY BURGER	\$7.15
BEYOND BURGER	\$7.59
STEAK OR CHICKEN PHILLY Comes with peppers, onions, and provolone	\$8.39/\$7.29
CHICKEN TENDERS	\$5.75
ONION RINGS	\$2.95
FRIES	\$1.88
COMBO Fries or chips and 20 oz. soda	\$3.15

MARKET TO GO

ASSORTED SALADS	\$8.79
VEGETABLE SALAD	\$6.89
ASSORTED BOARS HEAD SANDWICHES	\$7.65
BUILD YOUR OWN BOARS HEAD SANDWICH	\$7.65
CHICKEN/TUNA SCOOP	\$5.19
ASSORTED PARFAITS	\$3.59
FRUIT CUP	\$3.59
CHEESE AND GRAPE CUP	\$4.39



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

RP014-24

Buyer Initials: AH

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 Service provider 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 service provider agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal

requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

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

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any

way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.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@gwinnettcounty.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.