



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

**gwinnettcounty**

**June 12, 2017**

**REQUEST FOR PROPOSAL  
RP016-17**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified suppliers for the **Purchase of a 42 Passenger Transport Bus** 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 Monday, July 10, 2017** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at **3:00 p.m.** A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding this proposal should be directed to Marlo Puckett at [marlo.puckett@gwinnettcounty.com](mailto:marlo.puckett@gwinnettcounty.com) no later than **10:00 a.m. Friday, June 23, 2017**. Proposals are legal and binding upon the bidder when submitted. One unbound single-sided original, four (4) copies, and one (1) electronic copy without cost should be submitted. The **Cost Proposal** should be submitted in a **separate, sealed envelope** inside the regular proposal submittal envelope or container marked as **“Cost Proposal.”**

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 Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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](http://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.

Marlo Puckett  
Purchasing Associate II

**The following pages should be returned as part of your proposal: Supplier Response Sheets, Pages 6-18  
Proposal Price Schedule, Page 19  
(In separate, sealed envelope)  
Code of Ethics, Page 20  
References, Page 21**



**PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals should be submitted in two parts: (A) Suppliers are requested to submit one (1) original single-sided unbound and four (4) copies of the proposal package (B) The Price Schedule should be submitted in a **separate, sealed envelope identified with the proposal number, date of opening, company name and marked as "Price Schedule"**.

The full cost of proposal preparation is to be borne by the proposing supplier. Proposals should be signed in ink by a company official that has authorization to commit company resources.

All required information should be furnished and presented in an organized, comprehensive and easy-to-follow manner. Extensive artwork, paper, visual or other presentation aids are not required.

It is the ultimate responsibility of the supplier to ensure that they have all applicable addenda prior to proposal submission. Receipt of addenda should be acknowledged when appropriate.

**PROPOSAL PREPARATION**

The proposal should include all information which the supplier considers pertinent, yet at a minimum, the following information should be provided:

**PROPOSAL TRANSMITTAL LETTER**

Proposals should be accompanied by a transmittal letter, the original signed in ink by the company official(s) authorized to commit company resources. At a minimum, the transmittal letter should identify the supplier, identify the contact person for the supplier, identify the legal organization of the supplier (e.g., joint venture, corporation, sole proprietor, etc.), appropriate federal, state, and county legal registration numbers, and the contact person's title, mailing address, telephone number, fax number, and e-mail address. The transmittal letter should list the names and telephone numbers of the principals authorized to conduct negotiations.

**TABLE OF CONTENTS**

The Table of Contents should identify locations of all sections in the proposal.

**SERVICE PROVIDER INFORMATION****Overview of the Proposing Supplier - Experience**

Include an introduction of the supplier, the number of years of experience supplier has in related types of products similar to those required in the RFP. Discuss primary business experience, the organization's overall mission statement, length of time in business, ownership, the location of office(s), pertinent telephone numbers, fax numbers, email addresses, and other matters deemed pertinent and introductory in nature.

**REFERENCES**

Supplier should provide three (3) references, using the attached form. The references should contain the company/agency's name, address, telephone number, fax number, and email address for the individual who is the point of contact, and the type of vehicles relevant to this RFP which were supplied with each organization listed as a reference. It is important that the contact information is current. The inability to contact any of your references may be reflected in the scoring.

State whether or not any arbitration or litigation has occurred or is pending or threatened by or against supplier or any officer or partner of the supplier relating to performance under a contract by supplier. Give details.

**PROPOSAL CONTENT**

The proposal shall be responsive to the specific range of issues described in this Request for Proposal. Suppliers are asked to read the Request for Proposal carefully to insure that they address the specific requirements of this Request and submit all requested information. Suppliers may be required to demonstrate the vehicle/equipment, which has been proposed for evaluation by and at no cost to Gwinnett County. Both the onsite reviews and demonstrations are to prove out any design issues, functions, operating/application issues or compatibility.

Suppliers are encouraged to be specific as to their understanding of the task to be performed and their proposed procedures for implementation.

**SELECTION PROCEDURE**

Part I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and with those point values weighted as shown below:

Criteria		Points
<b>PART I</b>		
A	Proposal Content	20
B	Experience/Compatibility/Engineering	15
C	Warranty/Service	10
D	Specification Compliance	35
E	Delivery	10
<b>Sub-Total</b>		<b>90</b>
<b>PART II</b>		
E	Cost	10
<b>Sub-Total</b>		<b>100</b>
F	Interview (if necessary)	15
<b>Total with interview (if necessary)</b>		<b>115</b>

The County reserves the right to ask for additional information and clarification from or about any or all supplier’s proposal.

Part II -The proposals will be evaluated in order to select the supplier which rates highest according to the criteria elaborated in above items. The selection committee then, at its discretion, may short list the highest scoring suppliers and open the cost proposals. The County may choose to short list the supplier again, and those making the list may be invited to participate in an interview at the discretion of Gwinnett County. The full cost of the proposal preparation and all costs incurred to participate in the interview presentation/interview/demonstration are to be borne by the proposing supplier.

Based upon the results, the County will negotiate with the supplier ranked highest in an attempt to reach an agreement. The County reserves the right to negotiate with the highest scoring supplier(s) for price and concessions that are in the best interest of the County. If negotiations with the highest ranked supplier are unsuccessful the County may then negotiate with the second ranked supplier and so on until a satisfactory agreement has been reached.

**A. GENERAL STATEMENT AND CONSTRUCTION ITEMS**

Gwinnett County is requesting proposals for the purchase of a 42 passenger bus to be utilized by the County’s Department of Community Services. Due to the many variations and configurations available with these types of vehicles, this proposal will allow suppliers to make recommendations and submit suggestions regarding the design and layout of this bus. Items which shall be included at no additional cost and considered as cost of sale shall include: Delivery FOB to Gwinnett County Fleet Management, delivery to a designated up fitter and delivery from up fitter to Gwinnett County Fleet Management, and all cost associated with and including tag and title fees. Ordering dealers may choose to have vehicles drop shipped to the selected up fitters.

This solicitation is for the purchase one bus. Bus body construction to provide easy to maintain flat exterior walls and roof and avoid the use of ribbed or uneven metal shell components and rub rails. Gloss fiberglass or painted flat aluminum exteriors are acceptable for this application. Bus should include upgraded heating and cooling systems. Suppliers may have several models which may be submitted as alternates for consideration. Alternates may be submitted by making a copy of the specification for each item and copy of the price schedule, and must be clearly marked “alternate” and submitted in accordance with proposal requirements. Gwinnett County reserves the right to change quantities based on funding approvals.

All equipment should be designed to carry the maximum capacity limited by weight restrictions, fabricated from a tested and design proven to work well for the applications which it will be assigned. The units shall be mounted on chassis per the specifications contained herein. All construction aspects and materials used shall conform to current D.O.T., F.M.V.S.S. State of Georgia standards and Gwinnett County requirements. The use of brand names which have been evaluated and tested specified throughout these specifications establish a minimum level of quality and performance. Any alternates proposed may be evaluated on an individual basis based on their responsiveness to this request for proposal. The County will be the sole determinate of acceptable alternates. Descriptive literature should be supplied on any alternate proposed.

Single Source Supplier - To avoid divided responsibility, it is required that chassis/truck or the equipment supplier submitting proposals assume responsibility as the prime contractor. The prime supplier shall insure that all components provided and used are compatible and suitable for the intended service. The prime supplier is furthermore responsible for resolving any and all compatibility issues either obvious or unforeseen between the truck/chassis and mounted equipment and for providing documents, weight certifications and all items specified to be part of delivery. Proposals could be deemed non responsive when either the vehicle or equipment portions submitted do not meet or comply with minimum specification items as listed.

Design - Gwinnett County strives to purchase trucks/busses with mounted bodies and equipment that are safe, easy to use, dependable, and compatible with existing tools and implements and require a minimum of maintenance, providing top performance and a long life cycle. When designing these vehicles, suppliers should pay particular attention to these requirements. Suppliers should design and provide all of the components which provide low level working heights and easy reach and access to equipment, fill stations and controls, while maintaining the lowest possible center of gravity and good ride quality with proper and legal weight distribution.

The design of the equipment shall be in accordance with the best engineering practices. Components utilized should be common within the industry and readily available from multi independent sources ensuring availability of competitive, nonrestrictive sole source supplies whenever possible. The equipment design and accessory installation shall permit accessibility for use, maintenance, and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks, or other elements that may cause injury to personnel or equipment and demonstrate commonality, compatibility and interchangeability. Proposers should provide descriptions and advantages to their particular design regarding insulation qualities, unitized steel cage body structures, and laminated steel reinforced composite construction techniques and other desirable features. Design to include safety equipment including but not limited to; egress escape windows, hatches, first aid kits, fire extinguishers, triangle reflectors, road hazard items, handrails, seatbelts, drive line guards, decals, and all other required safety related items.

1. All oil, hydraulic, air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protected loom or grommets at each point where they pass through structural members, except where a through - frame connector is necessary.
2. Parts and components should be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance should be located for the best accessibility.
3. Cover plates, which must be removed for component adjustment or part removal, should be equipped with quick disconnect fasteners or hinged panels.
4. Drains, filler plugs, grease fittings, hydraulic lines, bleeders and check points for all components should be located so that they are readily accessible and do not require special tools for proper servicing. Hydraulic fittings to be doped as approved by hydraulic component manufacturers to reduce possibility of leaks. When practical, drain lines shall be hard plumbed to the underside of the vehicle. Design practices should minimize the number of tools and amount of time required for maintenance.

All components shall be designed, mounted and protected so that heavy rain or other adverse weather conditions will not interfere with normal service and operation.

5. Truck/Bus Weights and Dimensions - Weight distribution of each of the completed vehicles shall meet State of Georgia Code 32-6-26(b) (2) standards. Proposals to include line drawings with complete dimensions of the vehicles proposed and are also to include calculated estimated weights per wheel, per side and totaled for each axle of the vehicle in a completed ready to ship condition. This estimated weight shall include full fuel and 200 lb driver. Proposal should also include actual per axle weights of similar vehicles as proposed with the vehicle actually in service. Detail of weight distribution regarding component weight and placement in relation to centers of gravity both horizontal and vertical are to be provided with proposal.

6. Proposal Requirements - Each proposal should be accompanied by a detailed description of the vehicle and equipment as proposed to be furnished. The proposal should include specific name brands and model numbers of the components to be used which should be equal to or exceed those items specified. Detailed line type drawings are to be provided and shall include all principal dimensions and floor plans. Drawings should include as minimum, left side, right side front and rear views. Photos of similar vehicles should also be provided. Drawings should be furnished in 11" X 17" format. Manufacturer's standard advertisement brochures and recent photos of deliveries should also be provided. A CD or thumbdrive of the proposed drawings will be acceptable if in PDF format.

SIX (6) COMPLETE PROPOSAL/PROPOSAL PACKAGES SHOULD BE SUBMITTED. ONE (1) SINGLE SIDED ORIGINAL AND FIVE (5) EXACT COPIES, THE ORIGINALS SHALL BE CLEARLY INDICATED AS ORIGINAL AND THE COPIES ARE TO BE BOUND.

7. Response - All suppliers must insert a check mark (✓) in the YES ( ) or NO ( ) response at for numbered specification paragraphs. If the supplier is going to furnish the item EXACTLY as is described in this specification, they are to indicate a YES (✓) in the response. If the supplier is NOT going to furnish the item EXACTLY as is described in this specification, they are to indicate a NO (✓) in the response even though they may feel their company is proposing an item that equals or exceeds the requirements of this specification. All "EXCEPTIONS" where the supplier is not going to provide items exactly as described, even though they may feel their company is proposing an item that equals or exceeds the requirements of this specification shall be listed by specification item number and noted on a separate sheet. All exceptions shall be clarified to provide Gwinnett County with the proposed engineered alternative and expected outcome of each exception. All Exceptions will be detailed in explanation to clearly indicate what the proposer is offering. All exceptions, alternates and indications of Exceptions and deviations will be considered for the merit of the explanation provided. Suppliers shall state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items as specified. Exception indications WITHOUT EXPLANATION will be considered as unwilling to comply, (noncompliance) and will be graded as such.

Gwinnett County has compiled a set of minimally accepted design standards for the construction and fabrication of vehicles/trucks/equipment. It will be understood by Gwinnett County that manufacturers may take exceptions to the specifications set forth. All exceptions must provide a justification for the check in the NO column clarified by the assigned numerical designation. We understand that manufacturers attempt to excel in their construction to provide a safer, operator ergonomic and mechanically superior vehicles/truck/equipment. We are seeking the safest most durable product constructed which best fits the applications as specified. We are requesting your engineered proposal that will exceed our minimum specifications.

8. Proposer's Responsibility - Each proposer is required before submitting its proposal to be thoroughly familiar with the specifications contained herein. No additional allowances will be made due to lack of knowledge of these conditions. It is the responsibility of the proposer to ascertain if any components of the specifications are unsafe and that if any unsafe or poorly designed criteria are contained herein and that they be thoroughly explained to Gwinnett County in the proposal response.

During the warranty period, the successful supplier shall agree to provide all new never used parts for repairs to these vehicles locally or by overnight express delivery at no additional expense to Gwinnett County. The intent of this requirement is to assure that all necessary parts are available without delay to reduce vehicle down time.

**Failure to return this page as part of the proposal document may result in rejection of Proposal.**

- 9. Questionnaire/Experience - A questionnaire has been provided that details experience, specific criteria, components, and materials that will be used in the vehicle. Proposer to furnish and respond to all information requested in the spaces provided.
- 10. References - Each proposer should furnish as references similar vehicles built and delivered within at least the last three (3) years constructed on a similar chassis. References shall be divided into categories of up to one year, one to two years and two to three years or more from the date of the proposal submitted. Reference list should include the department name, address, phone number, fax number, e mail address, current department contact, and date of delivery. Proposals to demonstrate that manufacturers and dealers have a proven history of the capability to provide this type of vehicle for similar applications.
- 11. Materials - The vehicle, equipment and accessories, electrical equipment and warning equipment to be delivered under this contract shall be standard commercial products that meet or exceed the requirements of this specification. The completed vehicle shall comply with all Federal Motor Vehicle Safety Standards (FMVSS, and State of Georgia regulations applicable or specified for the year of manufacture. The chassis components and optional items shall be as represented in the manufacturers current technical data. The manufacturer shall provide total standardization and interchangeability of components, parts, equipment and accessories between all vehicles built under this specification. Materials used shall be new and of a quality equal to or exceeding that of current engineering and manufacturing practices. Materials shall be free of defects and suitable for the service intended. No used or rebuilt materials shall be considered.
- 12. Part Numbers - The successful supplier shall supply the original manufacturer part cross-over numbers for parts that are not manufactured by the equipment manufacturer at the time of acceptance. A complete vehicle and equipment parts list or materials build list shall be provided.
- 13. Preventive Maintenance - Each supplier shall furnish a copy of the manufacturer's preventive maintenance schedule with proposal. To simplify preventative maintenance requirements, the manufacturer shall provide detailed checklists that itemize each preventative maintenance requirement. This should include inspections that are to be conducted by the vehicle operators as well as skilled service technicians.
- 14. Labels and Nameplates - All nameplates and instruction plates shall be metal or plastic with the information engraved, stamped or etched. If metal, they shall be of a non-corrosive material. Plastic plates shall not be used in exposed positions where they are subject to weathering.  
  
Nameplates shall show make, model, serial numbers, and other such data necessary to positively identify the item. All plates shall be mounted in a conspicuous place with stainless steel screws, bolts or rivets.
- 15. Manuals and Diagnostics: Provide repair, service and parts manuals for the equipment which should include wiring, troubleshooting, operation and maintenance requirements of the equipment. Examples should be included with proposal.

**B. WARRANTY REQUIREMENTS**

**VEHICLE/CHASSIS SUPPLIER**

- 1. The warranty shall be included. All warranties shall be covered at 100% parts and labor. All parts replaced under warranty shall be OEM new never used. The use of used, rebuilt or reconditioned parts shall be prohibited.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

- 2. All components, implements and attachments should be covered as a part of the basic vehicle warranty. The specific warranty including parts should be included with this proposal.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

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

Failure to return this page as part of the proposal document may result in rejection of Proposal.

- 3. Where a component manufacturer provides an independent warranty, which exceeds the standard warranty period, the provision of this warranty shall not be allowed to diminish the normal longer warranty period that may be provided by any component manufacturer.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

- 4. The warranty period for the manufacturer’s workmanship and materials including all electrical components and wiring shall be for not less than one (1) year, unlimited hours or as specified. Transmission and Engine, internal and external including injectors and turbo should be warranted for an absolute minimum of 5 years.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

- 5. The manufacturer’s local service representative shall address all requests for warranty repairs within forty-eight (48) hours of notification by Gwinnett County.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

- 6. If any warranty work is needed to the vehicle, it shall be performed in Gwinnett County by the local representative’s mobile service or manufacturer’s service team vehicle whenever possible. Should major repairs become necessary that cannot be practically or safely handled in the field, it shall be the manufacturer’s responsibility to arrange transportation to their local facility. Any driver of the vehicle shall be properly licensed and insured in compliance with current Gwinnett County Policy and the manufacturer shall assume full responsibility for the equipment/vehicle while it is in their possession. All warranty coverage shall be included at no extra cost without any deductibles to Gwinnett County.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

- 7. The manufacturer shall ship overnight any parts that may be required to complete warranty repairs to keep vehicle down time to a minimum.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

- 8. All warranties shall begin at the time the vehicle is placed in front line service by Gwinnett County. Copy of delayed warranty form, when required by the manufacturer is to be supplied with proposal. Delayed warranty forms completion and filing or other process shall be the reasonability of the supplier whom will be notified when the vehicle is placed in service.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

- 9. The provisions of this warranty shall serve as an attachment to the Original Equipment Manufacturer’s warranty.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

- 10. Additional warranty or logistical services that the proposer might provide above and beyond the requirements of this specification may be listed below. (Bus HVAC Extended Warranty)

---



---

Failure to return this page as part of the proposal document may result in rejection of Proposal.

11. Signature of company official authorized to issue and certifies the above listed warranty requirements.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

**BUS BODY AND ACCESSORIES SUPPLIER**

1. The warranty shall be included. All warranties shall be covered at 100% parts and labor. All parts replaced under warranty shall be OEM new never used. The use of used, rebuilt or reconditioned parts shall be prohibited.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

2. All components, implements and attachments should be covered as a part of the basic vehicle warranty. The specific warranty including parts should be included with this proposal.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

3. Where a component manufacturer provides an independent warranty, which exceeds the standard warranty period, the provision of this warranty shall not be allowed to diminish the normal longer warranty period that may be provided by any component manufacturer.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

4. The warranty period for the manufacturer's workmanship and materials including all electrical components and wiring shall be for not less than one (1) year, unlimited hours or as specified for specific items.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

5. The manufacturer's local service representative shall address all requests for warranty repairs within forty-eight (48) hours of notification by Gwinnett County.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

6. If any warranty work is needed to the vehicle, it shall be performed in Gwinnett County by the local representative's mobile service vehicle. Should major repairs become necessary that cannot be practically or safely handled in the field, it shall be the local representative's responsibility to arrange transportation (Provided by Gwinnett County) to their local facility. Any driver of the vehicle shall be properly licensed in the State of Georgia. Any operator shall be fully insured in compliance with current Gwinnett County Policy and the manufacturer or local representative shall assume full responsibility for the equipment/vehicle while it is in their possession. This warranty coverage shall be included at no extra cost to Gwinnett County.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

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



**Failure to return this page as part of the proposal document may result in rejection of Proposal.**

7. The manufacturer shall ship overnight any parts that may be required to complete warranty repairs to keep vehicle down time to a minimum.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

8. All warranties shall begin at the time the equipment is placed in front line service by Gwinnett County. Provide a copy of delayed warranty form, when required to be supplied with proposal.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

9. The provisions of this warranty shall serve as an attachment to the Original Equipment Manufacturer's warranty.

EXCEPTION: YES \_\_\_\_\_ NO \_\_\_\_\_

10. Additional warranty or logistical services that the proposer might provide above and beyond the requirements of this specification may be listed below. .(Bus HVAC Extended Warranty)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Signature of company official authorized to issue and certifies the above listed warranty requirements.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

**C. SILENCE OF SPECIFICATIONS**

The apparent silence of this specification and any supplemental specifications as to any and all details, or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. Vehicle and equipment is expected to fully comply with all applicable local, state, and federal requirements. Proposal is to address any and all legislation which may impact the acceptability and functionality of the proposed vehicle/equipment both from an operational and a safety standpoint. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

Vehicle/equipment provided must include all components considered "standard" equipment by the vehicle manufacturer except where standard equipment differs from the Gwinnett County specification. All items to be OEM provided installed unless specifically specified and or approved by Gwinnett County. Delete options shall not be included/ordered unless specifically listed in the specification document. Gwinnett County Fleet Management may review documentation supplied by the manufacturer prior to and during fabrication. Gwinnett County will not approve supplier's in house shop or work orders that may be necessary for vehicle/equipment preparation/delivery and this proposal specification will be used during final inspection and to prevail as the official requirement for vehicle acceptance and authorization for payment. Vehicles delivered without LEV certified engines and other equipment as specified will not be accepted.

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

**Failure to return this page as part of the proposal document may result in rejection of Proposal.**

**D. SERVICE REQUIREMENTS**

Due to the workload that this vehicle is required to perform, Gwinnett County has determined that the ability of the manufacturer to provide prompt, dependable, and quality repairs during the warranty period and after the warranty period has expired is very important. The manufacturer is expected to provide prompt repair service. A complete description and photographs of the local service and repair facility should be provided with proposal.

**E. ALLISON SCANN ANALYSIS**

Proposals to include an Allison SCANN report for the engine, transmission, gear ratio, tire sizes, and vehicle weights that are being proposed for vehicles including an Allison transmission.

**F. PRE - CONSTRUCTION CONFERENCE**

A pre-construction conference shall be held with the successful manufacturer within four (4) weeks of the issuance of purchase orders. The successful supplier is expected to place the chassis order within seven days of Gwinnett County issuing a purchase order. Gwinnett County will require an acknowledgement of order from the chassis supplier.

The pre-construction conference will be held at the location determined by Fleet Management. The pre-construction conference will allow Gwinnett County’s representatives and the successful manufacturer’s representatives to discuss these specifications well as the proposal document in detail for the purpose of the manufacturer developing an in house shop order for fabrication of this vehicle. Attention to the mounting and installation of auxiliary items such as bus bodies, electrical, lighting, warning devices, cage layouts, seating positions, or other accessories are to be addressed. Those in attendance at the conference are to be prepared to provide design criteria and layout production drawings and should include the local sales representative and may include the manufacturer’s project manager, production manager, and additional staff as deemed beneficial by the supplier. The time spent at the conference is to be of a duration that will allow for complete review and understanding of the construction/fabrication requirements. Gwinnett County Fleet Management will review documentation supplied by the manufacturer prior to and during fabrication. However, this proposal specification will be used during final inspections for each vehicle and shall prevail as the official requirement for vehicle/equipment construction and performance. Special attention will be given to failures of existing designs with the expectation that revisions to eliminate these failures will be incorporated into to the current design. The manufacturer to provide detailed and scaled line drawings of the equipment when requested, to include all major features components and respective placement for review by Gwinnett County Fleet Management prior to fabrication. Special attention is to be given to emissions component placement and is to provide the shortest turning radius possible.

**G. PRE - DELIVERY INSPECTIONS**

Gwinnett County shall have the right to inspect the vehicles at all times during its construction and the approval or disapproval of engineering, design, and workmanship shall be binding upon the contractor. In addition, the Division Director of Fleet Management shall have the right to personally or designate any representative to inspect the equipment.

It is intended that Gwinnett County representatives at their discretion, will conduct a mid-term inspection on the vehicle. It is also intended that a pre-delivery inspection be conducted when the vehicle has completed all construction and quality control inspections and are ready for delivery.

During various stages of manufacturing, it is expected that the manufacturer provide Gwinnett County with a video and/or e-mail digital photos to demonstrate the progress of construction. This type of communication may also be required should it become necessary to make clarifications during the construction process. A video and/or digital photos are to be provided to Gwinnett County prior to traveling to the manufacturer’s facility for the pre-delivery inspections. Fleet Management will coordinate sign off and documentation of the final designs by the various user departments.

**H. DELIVERY REQUIREMENTS**

State the estimated number of calendar days after receipt of the Gwinnett County purchase order that the vehicle should be delivered to Gwinnett County. **ESTIMATED DELIVERY DAYS AFTER RECEIPT OF PURCHASE ORDER.**

---

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

**Failure to return this page as part of the proposal document may result in rejection of Proposal.**

The vehicle is to be complete including all accessories, options, and any/all additional items required by the manufacturer, or as specified, including registration, tag and title for each vehicle to be fully functional and ready to use when delivered. The vehicle is not to be delivered if any item, component or accessory is unavailable or back-ordered. Appointments should be scheduled a minimum of one week prior to the requested delivery date. Gwinnett County reserves the right to adjust delivery scheduled depending on the quantities to be delivered. Deliveries shall not be scheduled for Mondays or Fridays. All deliveries to be scheduled with and made to:

Attn: C. J. Moshell  
 Gwinnett County Fleet Management  
 620 Swanson Drive  
 Lawrenceville GA 30043  
 678 442 3305  
[charlie.moshell@gwinnettcountry.com](mailto:charlie.moshell@gwinnettcountry.com)

The vehicle will be inspected for compliance to items as proposal and specified upon delivery. The Supplier’s authorized agent must to be present for the receiving inspection for the vehicle. Discrepancies will be noted and provided to supplier for corrective action. Items specified to be provided at time of delivery such as operator handbooks, repair manuals, literature, key sets, delivery packages, etc. will be verified. Six (6) OEM ignition keys shall be with each vehicle at time of delivery with the two (2) original OEM keys on a key ring and the 4 additional (OEM Blanks cut by supplier) provided spares on a different key ring, both labeled with the last 6 digits of the VIN, all programmed prior to delivery when programming format is provided, and to include four remote fobs when keyless entry and tire air monitoring system is provided. All additional items which are keyed such as storage boxes, controls etc., shall include six (6) keys as well. All deliveries to be by advance scheduled appointment as specified. NO EXCEPTIONS.

Delivery documents shall include all documents as required with current Fleet Management delivery and acceptance policies and procedures, each invoice shall include the purchase order number. Fleet Management’s involvement with payment inquiries shall be limited to providing the supplier with the goods receipt confirmation number and the date the authorization for payment was submitted.

It is recommended to utilize the current State of Georgia DMV MV1 form. This form is available online at; <http://motor.etax.dor.ga.gov/forms/motor.asp>

Vehicles to be assigned on Manufacturer’s Certificate of Origin, MV1, registration , title, Bill of Sale & Odometer Mileage Statement (when applicable) exactly as shown below, “NO EXCEPTIONS, NO ABBREVIATIONS”.

Name: Gwinnett County Board of Commissioners  
 Address: 620 Swanson Drive  
 Lawrenceville, Georgia 30043

**I. ACCEPTANCE AND TESTING**

Prior to acceptance, performance criteria must be met. Additional functional tests may be conducted if deemed necessary by Gwinnett County to confirm proper operation and satisfactory performance. All performance testing shall be successfully completed without the vehicle demonstrating any signs of over heating, vibrations, or other abnormal conditions. All vehicles shall be delivered fully functional in a ready to place in service condition with Gwinnett County.

The vehicle and equipment shall not exceed State of Georgia Code 32-6-26(b) (2).weight standards. Documents to be provided at time of delivery prior to acceptance:

Tare Chassis Certified Weight Ticket or approved documentation from the dealer for front axle, rear axle and total truck as delivered less fuel and less driver.

Chassis Certified Weight Ticket for Front axle, rear axle and total truck, completed unit with full fuel and 200lb driver weight prior to mounting any equipment.

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

**Failure to return this page as part of the proposal document may result in rejection of Proposal.**

Chassis Certified Weight Ticket for Front axle, rear axle and total truck, completed unit with full fuel and 200lb driver.

Copy of vehicle and equipment manufacturer’s recommended preventive maintenance schedule.

Exact wiring diagram for chassis and added electronic components including strobe lights, work lights, panel lights, circuit breakers and control circuits. Wiring diagrams shall be provided in 11” X 17” size formats in each apparatus shop service and repair manual. The orientation of layouts to match apparatus and vehicles as built. LED running, side marker, brake, backup, turn signal, warning lights and strobes to be as specified

Exact Diagram for equipment hydraulic circuits when applicable including reservoir, pumps, control valves, plumbing routing and PTO connections. The orientation of layouts to match apparatus and vehicles as built

Manuals and all diagnostics including tools and systems as specified.

All documents required for vehicle registration, Tag, title, including MV1 form, MSO (Front and Back), Bill of Sale, Mileage odometer statement when applicable, all assigned as specified. All provided at time of delivery.

Warranty statements for items as specified in addition to delayed warranty registration forms to be completed by and submitted to the appropriate manufacturers by the delivering dealer.

The final stage manufacturing certification decal shall be completed and affixed to the vehicle street side door jamb or other prior approved location.

Failure to meet acceptance: In the event the vehicle and equipment fails to meet the test requirements of these specifications and in the event weight certification documents, drawings, schematics and other items requested are not provided at delivery on the first trials, second trails may be scheduled at the option of Gwinnett County Fleet Management within thirty (30) days of the date of the first trials. Such trials should be final and conclusive and failure to comply with these requirements may be cause for rejection. Failure to comply with changes as Gwinnett County may consider necessary to conform to any clause of the specifications within thirty (30) days after notice is given to the supplier of such changes could also be cause for rejection of the vehicle and equipment. Permission to keep or store the apparatus in any building owned or occupied by Gwinnett County or its use during the above specified period with the permission of the supplier shall not constitute acceptance.

**J. PAYMENT**

As each supplier has several months to obtain any equipment or other materials that are required as a part of this specification, no shortages are expected at time of vehicle delivery. Any item or items that must be considered as a shortage shall be justified prior to delivery. Gwinnett County reserves the right to withhold payment until all shortages are delivered.

Any discrepancies that were noted during inspection visits or discovered upon delivery or during acceptance testing must be satisfactorily corrected, including any noted defects, prior to final acceptance.

When all of the above conditions are satisfactorily met, authorization for payment will be entered and confirmed by Fleet Management. Payment will be made in accordance with current Department of Financial Services Treasury Division policy.

**K. QUESTIONNAIRE/EXPERIENCE** This questionnaire must be answered COMPLETELY and will be used to assist in evaluating the proposals. Proposals that do not include this questionnaire may be considered as incomplete and are subject to rejection. This questionnaire should be completed in black ink, hand printed or typed.

State the number of years that the supplier of the vehicle and equipment for this proposal have been in continuous operations under the current business names. \_\_\_\_\_

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

**Failure to return this page as part of the proposal document may result in rejection of Proposal.**

State the names and number of years that the supplier of the vehicle and equipment has continually representing the manufacturers and number of years at current locations. \_\_\_\_\_

State the number, names, full time/part time status and positions of supplier's employees for the vehicle and equipment they have at their local repair service facilities. \_\_\_\_\_

\_\_\_\_\_

Describe your experience with providing warranty service and repair for vehicles and/or equipment for Gwinnett County.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the supplier of the vehicle and equipment experience with scheduling & providing delivery including all required documents, registration, tag, title application, copy of MSO and components for vehicles and/or equipment for Gwinnett County.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the supplier of the vehicle and equipment experience with providing in-service demonstrations and training for vehicles and/or equipment for Gwinnett County.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the supplier of the vehicle and equipment experience in fabricating and manufacturing of buses.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the equipment supplier have certified welders on staff for fabrication?

\_\_\_\_\_

Does the equipment supplier have in house capability for all paintwork?

\_\_\_\_\_

State the brand name of the paint manufacturer and paint system to be used on these vehicles and equipment?

\_\_\_\_\_

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

Failure to return this page as the proposal document may result in rejection of Proposal.

RESPONSE  
YES NO

1 **SCOPE:**

It is the intent and purpose of this specification to describe a 42 passenger ADA Compliant bus with a conventional truck chassis, similar to existing buses already in service in Gwinnett County. Bus to be equipped with a rear view back up camera system to assist driver when bus is in reverse gear and when turn signals are activated.



2 **MATERIALS AND WORKMANSHIP:** All equipment furnished and the parts thereof shall be of the manufacturer's latest listed and published stock models, which meet all the applicable requirements of this specification. Provide a current brochure and specification data sheet for bus configuration proposed for this item. \_\_\_\_\_

3 **GUARANTEE:** The bus shall be guaranteed against defective materials and workmanship for a period of 365 days after acceptance of the machine, if properly serviced, maintained and operated under normal conditions according to the manufacturer's instructions. \_\_\_\_\_

All guarantee claims (parts) will be repaired or replaced by the bus manufacturer. All replacement parts shall be shipped to the user within one working day, if the parts are available. The vendor shall agree to sell all parts needed for the operating life of the equipment, which shall be a minimum of ten years.

The manufacturer will assume no field expense for service or parts unless authorization is granted in advance.

The manufacturer will assume no liability for normal maintenance items, consumable or damage resulting from neglect or abuse of the equipment.

4 **APPEARANCE/FINISH/PAINT:**

Finish Coat Color – Exterior white with a white roof. \_\_\_\_\_

Gwinnett County will approve appropriate graphics and decals after the bus drawings are received, reviewed and accepted. Cost of supplying graphics to be included in purchase price.

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

Failure to return this page as the proposal document may result in rejection of Proposal.

RESPONSE  
YES NO

- 5 **TRUCK CAB CHASSIS**  
The chassis shall be a new, current model year (No Exceptions) automotive truck chassis assembled to meet the specific requirements of this specification. Cab design to provide walk thru to bus passenger compartment. Floor plan may need to be adjusted for additional storage. \_\_\_\_\_
- 6 Conventional 2 door cab 33,000-35,000 lbs. GVWR with 344 inch wheel base \_\_\_\_\_  
State Actual Manufacturer and model; \_\_\_\_\_  
State Actual Wheel Base; \_\_\_\_\_  
State Actual GVWR; \_\_\_\_\_
- 7 Front axle GAWR: Suspension 12,000 lbs. with Meritor front brakes \_\_\_\_\_
- 8 Front Suspension: front springs with shock absorbers \_\_\_\_\_
- 9 Rear Axle GAWR: 21,000 Lbs., with 5.22 gear ratio with Meritor rear air brakes \_\_\_\_\_
- 10 Rear Suspension: air ride \_\_\_\_\_
- 11 Wheels: Front and Rear Accu-Ride type \_\_\_\_\_  
Provide stainless steel wheel insert covers \_\_\_\_\_
- 12 Tires: Front Michelin XZA3 275/80R22.5 14 ply \_\_\_\_\_  
Tires: Rear Michelin XDE2 275/80R22.5 16 ply \_\_\_\_\_
- 13 Engine: Cummins or PACCAR ISB 300 HP @ 200 RPM, 860 LB/FT @ 1300 RPM inline 6 cylinder Diesel with 1000 watt/115 volt block heater. \_\_\_\_\_
- 14 Transmission: Allison 3000 PTS electronic 6-speed, automatic, transmission oil level sensor and temp Gauge; dash mounted shift pad. \_\_\_\_\_  
  
Transmission to include manufacturer approved extended life fluid Tran Synd/TES or approved equal fluid with high capacity filters as required to provide a fluid change interval of 300,000 miles, 6000 hours or 48 months.  
  
State Fluid manufacture/trade name provided \_\_\_\_\_  
State Fluid change interval \_\_\_\_\_  
  
State Fluid refill capacity without filter changes \_\_\_\_\_  
State Fluid refill capacity with filter changes \_\_\_\_\_  
  
Transmission to include manufacturer approved high capacity filters to provide main and lube/auxiliary filter change intervals of 75,000 miles, 3000 hours or 36 months. \_\_\_\_\_  
  
State filter manufacture & part # \_\_\_\_\_  
State filter change interval \_\_\_\_\_
- 15 Brakes: Full air with Cummins 18.7CFM compressor. \_\_\_\_\_
- 16 Steering: Integral power steering \_\_\_\_\_
- 17 Electrical: 270 amp Leece Neville alternator, 12 volt batteries, alliance 1232, group 31 2200 CCA in battery box enclosure. \_\_\_\_\_

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

Failure to return this page as the proposal document may result in rejection of Proposal.

RESPONSE  
YES NO

18 Fuel Capacity 100 gallon total dual fuel tanks \_\_\_\_\_

19 DEF Capacity 6 gallon tank. \_\_\_\_\_

20 Provide 4 each OEM Auxiliary dash mount rocker switches for up-fitter warning lights and back up camera system. \_\_\_\_\_

**BUS CONFIGURATION TO INCLUDE**

21 Power Windows side doors of cab  
Flush Mounted Large Fixed Tinted Windows on each side 28.5 inch x 34.5 inch Flush high side \_\_\_\_\_

22 Power Doors Locks  
Provide six (6) OEM keys and six (6) OEM remote key FOBS for cab all programed.  
Provide six (6) OEM keys and six (6) OEM remote key FOBS for electric entry power door all programed.  
Provide 6 keys for wheelchair access door  
Provide 6 keys rear emergency exit door \_\_\_\_\_

23 Cruise Control \_\_\_\_\_

24 Driver air suspension high back seat, upholstery to match passenger seating \_\_\_\_\_

25 Guard Seats Dygert executive passenger captain chairs with pedestal and 2 point retractable lap belts. \_\_\_\_\_

26 Intermittent wipers with washers \_\_\_\_\_

27 L.H. and R.H. cab entry assist handles \_\_\_\_\_

28 Assist Rail entry on right side, bright stainless steel. \_\_\_\_\_

29 Assist Rail angled at entrance, bright stainless steel. \_\_\_\_\_

30 Dual sun visors \_\_\_\_\_

31 Windshield mount interior wide angle rear view mirror \_\_\_\_\_

32 Provide overhead storage bin/shelf/rack with a minimum 14 inches between the ceiling and top of shelf and with a minimum opening of 12 inches. \_\_\_\_\_

33 Interior ceiling lamps all LED \_\_\_\_\_

34 LED Running and Clearance Lights \_\_\_\_\_

35 Velvac Heated and remote controlled rear view mirrors right and left side.  
To include a pre-positioned lower camera integrated into the mirror housing designed to show blind spots.  
Camera monitor to be 7 inch mounted to windshield rear view mirror. \_\_\_\_\_

36 Velvac or approved equivalent back up camera system. Camera to be mounted high of rear wall of bus to provide optimum view to the rear. Camera monitor to be 7 inch mounted to windshield rear view mirror. \_\_\_\_\_

37 Lighting: Emergency 4-way Flasher \_\_\_\_\_

38 Instrumentation: Manufacturer's standard, to include a fuel gauge, speedometer, oil pressure gauge, coolant temperature gauge and a voltmeter. \_\_\_\_\_

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



Failure to return this page as the proposal document may result in rejection of Proposal.

RESPONSE  
YES NO

39	Back Up Alarm:107 dB	_____	_____
40	Mud Flaps Front And Rear	_____	_____
41	All HVAC controls to be within easy reach of driver without the use of manual remote valves, switches or any components requiring ATTENTION. All HVAC controls to be clearly marked with instructions and shall avoid any cumbersome or complicated manipulation. Both heat and cooling controls to be intergraded in to a temperature control which digitally displays the temperature setting in degrees Fahrenheit	_____	_____
42	Driver controlled recirculating heater and defroster.  Provide an additional driver controlled auxiliary rear heater system which should include 2 speed fan, a minimum of 65,000BTU and include booster pumps as required. Proposal to address additional auxiliary heating options. Keep in mind elderly passengers will be transported on this vehicle. Suggestions, improvements and options are encouraged to be provided with this proposal so that a warm comfortable cabin can be provided in cooler temperatures. Any associated cost for auxiliary heating systems to be included on a separate sheet of paper and attached to the proposal price schedule.	_____	_____
43	Driver controlled Auxiliary Air Conditioning; 160,000 BTU with free blow front and rear circulation. Do not provide roof top cooling units. Evaporators to be skirt mounted.	_____	_____
44	Provide optional cost and description for a ducted system upgrade with individual controls and individual controlled overhead lights. Provide drawing and or photograph with proposal explaining the duct system appearance function and demonstrate the design and dimensions of the overhead storage bins integrated into the duct design. Provide both advantages and disadvantages of the operation of a ducted system. Ducted system is still required to provide overhead bin storage per item 32.	_____	_____
45	CTEC Composite Fiberglass Exterior Sidewalls	_____	_____
46	1" Polystyrene Foamed Board Insulation	_____	_____
47	Fiberglass Front And Rear Cowls	_____	_____
48	Steel Wheel Wells	_____	_____
49	Drive Shaft Guard	_____	_____
50	Off-white FRP Ceiling And Sidewall Panels	_____	_____
51	Modesty Panels And Stanchions	_____	_____
52	Daytime running Lights	_____	_____
53	Provide a portable aluminum safety step with storage close to entry door to assist elderly entering and exiting bus.	_____	_____
54	Flooring Altro composite heavy duty colored deluxe material for a seamless floor and aisle covering. Design to include Flat Floor Construction. Provide color samples for selection by user department.  Yellow step nosing on all steps	_____	_____
55	Provide color samples of flooring material for selection by user department.	_____	_____
56	Pro-Lo escape hatch with security screen.	_____	_____

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

Failure to return this page as the proposal document may result in rejection of Proposal.

RESPONSE  
YES NO

57 Electric, lockable side entry door with key lock and six programmed remote controls. \_\_\_\_\_

58 Diamond plate rear bumper with automatic fold down step extended when rear door is opened. \_\_\_\_\_

59 Front and Rear tow hooks \_\_\_\_\_

60 Provide lockable storage over windshield \_\_\_\_\_

61 Provide an interior PA system. \_\_\_\_\_

62 Passenger Seats: Freeman Featherweight, High back reclining seats, high grade level 5 seat cloth material with lap style retractable seat belts and cup holders. Upholstery selection to be made at pre construction conference. \_\_\_\_\_

Provide drawing of floor plan showing seat placement with proposal

63 Seats to include US flip up arm rest for the aisle side of aisle seats \_\_\_\_\_

64 Wheel Chair Lift; and accessories, 2 or 3 step fold away seating, seat belt extensions, tie down system, wheel chair belt storage, wheelchair interlocks, (Q-Straint & Surelock) etc. Provide 3 step maximum easy flip up seating for wheelchair positioning. Flip up seating to be same style and upholstery as passenger seats. \_\_\_\_\_

Lift to be mounted on curbside at rear of bus. Provide double doors hinged each side. Door to be water and air tight and lockable.

Lift operation and wheel chair anchoring to be simple and non-complicated to insure that novice operators will not have any issues or problems operating the lift for entry or exit.

BRAUN CENTURY NCL917 (PTR133F-XL) Lift with InterMotive fast idle; Interlock; Exterior entrance door light; ADA signage, Ceiling mounted grab handles and Standee rails; White rubber standee lines; , Placards with easy instructions.

65 FRP Ceiling, covered with padded vinyl trim \_\_\_\_\_

66 Padded vinyl trim throughout inside including sidewall panels. \_\_\_\_\_

67 SAFTEY EQUIPMENT  
Provide built in storage for first aid kit and defibrillator at a location with final approval at the pre-construction meeting. \_\_\_\_\_

68 Proposer must check applicable blank below:  
Proposer affirms that specifications for this platform and all related equipment, systems, and components are exactly met and further certifies that chassis frame rails are clear and that all associated component placement will not result in interference or clearance issues with proposed equipment to be mounted and provided as submitted. \_\_\_\_\_

\_\_\_\_\_ YES \_\_\_\_\_ NO

ALL DEVIATIONS FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY PROPOSER

Proposer is required to explain exact particulars where proposal does not meet exactly the specification items where No is checked above or exception provided in the space provided. A checked No will not automatically deem the proposal non-responsive, but shall be at the discretion of the Fleet Management to deem as acceptable or not, however, items checked as comply yes where it is apparent and/or obvious that the item is not exactly met will be considered as a deception and automatically deem the proposal as non-responsive.

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

FAILURE TO RETURN THIS PAGE AS PART OF THE PROPOSAL DOCUMENT MAY RESULT IN THE REJECTION OF PROPOSAL

(RETURN PROPOSAL PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE)

**PROPOSAL PRICE SCHEDULE**

Delivery will be F.O.B. Destination to: Gwinnett County Fleet Management, 620 Swanson Drive Lawrenceville, GA 30045

ITEM #	QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
1	1 each	42 Passenger Transport Bus as specified				
2	1 each	Upgraded HVAC ducted system with individual air and overhead light controls.				
<b>Total</b>						

Gwinnett County requires pricing to remain firm for the duration of the time required for a purchase order to be issued which could exceed 120 days from the time the proposal is opened.

Certification of Non-Collusion in Proposal Preparation \_\_\_\_\_  
Signature Date

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

\*\* Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

**gwinnettcounty**

**RP016-17 Purchase of a 42 Passenger Transport Bus for the Department of Support Services**

**Page 20**

**CODE OF ETHICS AFFIDAVIT**

***(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)***

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. \_\_\_\_\_  
(Company Submitting Bid/Proposal)

2. (Please check  **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20____
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public
_____	
Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its' entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)



REFERENCES

Gwinnett County requests a minimum of three (3) references where vehicles of a similar size and scope have been provided.

1. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_

State whether or not any arbitration or litigation has occurred or is pending or threatened by or against service provider or any officer or partner of the service provider relating to performance under a contract by service provider. Give details:

\_\_\_\_\_  
\_\_\_\_\_

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

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE

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

**RP016-17**

**Buyer Initials: MP**

**IF YOU DESIRE TO SUBMIT A "NO PROPOSAL" 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 proposal'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 PROPOSERS, TERMS AND CONDITIONS**

**I. PREPARATION OF PROPOSALS**

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement Act, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

**II. DELIVERY**

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

**III. EXPLANATION TO PROPOSERS**

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

**IV. SUBMISSION OF PROPOSALS**

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- 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 identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

**V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS**

No proposer who is permitted to withdraw a proposal 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 proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal 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 proposer.

**VII. F.O.B. POINT**

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

**VIII. PATENT INDEMNITY**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS  
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company



must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

**X. DISCOUNTS**

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

**XI. AWARD**

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer 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 proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that 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 contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

**XIII. COUNTY FURNISHED PROPERTY**

The County will furnish no material, labor or facilities unless so provided in the RFP.

**XIV. REJECTION OF PROPOSALS**

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

**XV. CONTRACT**

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

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the

parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

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

**XVI. NON-COLLUSION**

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT**

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

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XXI. SUBSTITUTIONS:**

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

**XXII. INELIGIBLE PROPOSERS**

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

**XXV. AMERICANS WITH DISABILITIES ACT:**

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees 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 reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:**

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

**XXVII. TAX LIABILITY:**

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

**XXVIII. STATE LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

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

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

**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. INDEMNIFICATION**

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

**XXXII. CODE OF ETHICS:**

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

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

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

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com)

**XXXIII. PENDING LITIGATION:**

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

**XXXIV. ELECTRONIC PAYMENT**

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

A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County’s virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: [vendorelectronicpayment@gwinnettcountry.com](mailto:vendorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County’s virtual credit card payment process.

B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County’s web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County’s Web Site or click here -> [Gwinnett County Electronic Payments](#).

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2<sup>ND</sup> Floor.

