



July 17, 2024

**INVITATION TO BID
BL094-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Various Proteins on a Six-Month Contract** with four (4) six-month options to renew for Various Gwinnett County Departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on July 31, 2024** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Chelsey Ward, Purchasing Associate II, at Chelsey.ward@gwinnettcounty.com or by calling 770-822-7788, **no later than July 25, 2024**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

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

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

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

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

Chelsey Ward
Purchasing Associate II

The following pages should be returned in duplicate as your bid: **Bid Schedule, Page 7-22**
References, Page 23
Code of Ethics, Page 26

REQUIREMENTS & SPECIFICATIONS

I. GENERAL REQUIREMENTS

- A. **Any supplier submitting a "qualified" bid may be deemed non-responsive. Qualifying a bid can be, but is not limited to, all or none offers and/or minimum order or delivery requirements. If awarded and vendor qualifies orders, we reserve the right to purchase off contract and/or terminate the contract.**
- B. On the Bid Schedule, the vendor shall complete for each line item the column "State in Detail your Packaging". For example, state the weight of each portion of meat, how many pounds per box and the number of boxes per case.
- C. During the term of the contract, if the successful vendor is unable to supply any products or is providing products below required specifications, Gwinnett County reserves the right to terminate the contract and/or purchase the items off contract. See the attached General Instructions for Bidders, Terms and Conditions, XII, Delivery Failures.
- D. The County reserves the right to make "special" or "opportunity buys" as deemed in its best interest. If such purchases are made, the price of the product will be less than the prices stated in the successful vendors bid.
- E. The County requires that all invoicing against this contract reflect the bid number and items ordered from this contract must be invoiced separately from those ordered which is not a part of this contract. Invoices for this bid may not be combined with other contracts or purchases.
- F. The successful vendor will be required to submit a Certificate of Insurance to the County per the attached Standard Insurance requirements.

II. FOOD STANDARDS

- A. All meat products must meet inspection standards established by the Georgia Department of Agriculture and the U.S.D.A.
- B. Ground Beef/Beef Patties shall be 80% boneless U.S.D.A. Choice or better. Frozen fresh, chilled carcasses. Must have 50% primal beef cuts. The remaining 50% or less may consist of trimmed flanks, briskets, or shanks. The prepared beef must be thoroughly blended before the final grinding with the 20% fat uniformly distributed. Ground beef must be free from the bone, cone silvers, cartilage back strap, fibrous tissues, serous membranes, major blood vessels and heavy internal and external connective tissue, cheek meat, head meat, de-fatted chopped beef tissue, beef hearts, and free of blood clots. Ground beef must be in sealed packages.
- C. All meat delivered will be under state sanitary conditions. All meat shall show no evidence of defrosting, freezer burn or mishandling and shall be in excellent condition at the time of delivery or will be returned at no charge to the County.
- D. All beef must be U.S.D.A. Choice or better, Pork to be U.S.D.A. #1 or better. (All beef or pork should be tender with a minimum of fat). All meat products shall be domestic. All chickens shall be frozen fresh, unless otherwise submitted as part of the bid package.
- E. Product labels or package wrap and nutritional analysis sheets should be submitted as part of bid package.

- F. Portions stated under Description on Bid Schedule are minimum requirements. Do not bid any product not meeting minimum requirements; to do so may result in rejection of bid.

III. EQUIVALENT/ALTERNATE PRODUCTS

- A. Equivalent/alternate products may be bid on items where brand name is specified, provided the quality, grade and/or performance of the proposed meets or exceeds the specifications as indicated within the bid specifications for each item. Samples of alternate products shall be provided upon request as indicated below.

The following should be provided with the bid documents for all alternate/equivalent items bid:

- i. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.
- ii. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.
- iii. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.
- iv. Supplier will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the bid documents.

IV. SAMPLES

- A. The County reserves the right to request samples of any/all items indicated on the bid schedule. Samples should be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Bid Schedule, and the bid number. Each sample must have a minimum of five (5) servings in order to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

- i. All samples used for evaluation purposes must be the same product that will be provided to the user departments and is indicated as such on the bid schedule. Any deviation in the product supplied without prior County approval will result in possible rejection and/or cancellation of order.
- ii. Quality, grade, and freshness will be taken into consideration when comparing equivalents.
- iii. Samples will not be returned after the evaluation.

V. EVALUATION OF SAMPLES

- A. Requested sample products will be evaluated and graded by the user departments. The categories of evaluation will consist of the following: aroma, appearance, color, texture, tenderness, and flavor.
- i. A rating scale of one to five (1-5) will be used as follows:
1=unacceptable, 2=poor, 3=fair, 4= good and 5=excellent.
 - ii. The evaluation of samples will be taken into consideration for award.

VI. ORDERS

- A. Orders will be placed directly with the successful supplier by the individual user departments on an "as needed" basis. Quantities are approximate six-month quantities. **Orders are to be filled regardless of quantity and/or dollar amount.** All orders must be accompanied with a packing slip

and all orders shipped in error, are to be returned or picked up within five (5) business days of notification.

- B. The County requires that all invoicing against this contract reflect the bid number and items ordered from this contract must be invoiced separately from those ordered which is not a part of this contract. Invoices for this bid may not be combined with other contracts or purchases.
- C. All products delivered to the County under the terms of this contract are subject to inspection a verification of compliance with the bid specifications. Any and all non-compliance will be documented by County personnel and may have a negative impact on the vendor's current contract including but not limited to: vendor being obligated to replace the product(s) in question, rejection of the shipment, cancellation of the purchase order, termination of the contract, and could negatively impact future awards.

VII. DELIVERY

- A. Delivery will be F.O.B. Destination, **inside delivery required**, to the following locations:

GWINNETT COUNTY COMPREHENSIVE CORRECTIONAL COMPLEX

750 HI-HOPE ROAD

LAWRENCEVILLE, GA 30043

CONTACT: CHOICE COBB

PHONE: 678-407-6028

DELIVERY TIME: MONDAY-FRIDAY 8:30 A.M. TO 2:00 P.M.

GWINNETT COUNTY PRE-TRIAL DETENTION CENTER

2900 UNIVERSITY PARKWAY

LAWRENCEVILLE, GA 30043

CONTACT: CARL BERESFORD

PHONE: 770-619-6417

DELIVERY TIME: MONDAY-FRIDAY 6:30 A.M. TO 2:30 P.M.

GWINNETT SENIOR SERVICES CENTER

567 SWANSON DRIVE

LAWRENCEVILLE, GA 30043

CONTACT: STEVEN NELLY

PHONE: 678-277-0973

DELIVERY TIME: MONDAY-FRIDAY 6:00 A.M. TO 2:00 P.M.

- B. Gwinnett County reserves the right to add and/or remove locations throughout the length of the contract.
- C. Departments will place orders directly with the successful vendor. Deliveries shall be scheduled through each department.
- D. **Delivery Time A.R.O.:** Indicate on the attached bid schedule for each item, the number of calendar days required for delivery, after receipt of order and all pertinent information necessary from Gwinnett County. **Your delivery A.R.O. should not exceed 72 hours. NEXT DAY DELIVERY might be requested.** Accurate delivery times must be stated in the bid. Delivery time may be considered when determining award.

- E. The Gwinnett Senior Services Center and the Correctional Complex can accommodate up to a 48' trailer. Vendor must be able to make deliveries without causing damage to Gwinnett County property. If necessary, vendor will need to have a hand truck or other means available to deliver goods to this facility.
- F. Item(s) shall be shipped **F.O.B. Destination**. The seller shall retain the 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. The seller assumes transportation and related charges whether by payment or allowance.

VIII. SUBSTITUTIONS

- A. Substitutions may be accepted **only** if the product quality is equal to or exceeds the current product specifications that were originally bid and is approved by the user department(s) prior to submitting the substituted item. Gwinnett County shall be the sole determinant of acceptability of substitutions. Item delivered without authorization will be rejected.

Gwinnett County reserves the right to purchase outside of this contract and the price difference will be charged to the vendor if item quoted is not available when needed.

- B. If providing an approved substitution, pricing, delivery, quantity/packaging and invoicing must remain the same as the item originally bid/indicated on the successful supplier(s) bid documents.

IX. REFERENCES

A minimum of three (3) references where this similar size and scope of work has been completed should be listed on the attached reference sheet and returned as part of the bid submittal.

X. AWARD

Gwinnett County reserves the right to award this bid by line item, section, and/or to the overall low supplier who bids on a majority of items. The County reserves the right to reject any or all bids, to waive technicalities and to make an award as deemed in its best interest.

EXAMPLE:

| ITEM | DESCRIPTION | APPROX. SIX-MONTH QTY | BRAND NAME & MFG. # | SIZE BIDDING/ QTY/CASE | VENDOR PRODUCT CODE | DELIVERY A.R.O. | LOWEST UNIT OF MEASURE PRICE PER/ | UNIT PRICE PER CASE/BOX/BAG ETC. | TOTAL PRICE |
|------|--------------|-----------------------|---------------------|------------------------|---------------------|-----------------|-----------------------------------|----------------------------------|-------------|
| 1. | Beef Patties | 7,175 lbs | Armour | 10 lbs/box | 12345 | 24 hours | \$.9900/lb | \$9.90 per box | \$7,103.25 |

- To find the "Lowest Unit of Measure": ($\$9.90/\text{box} \div 10 \text{ lbs} = .9900/\text{lb}$)

NOTE: IN ORDER TO COMPARE BID PRICES LOWEST UNIT OF MEASURE **MUST BE ROUNDED TO THE FOURTH DECIMAL PLACE.** The cost of lowest unit of measure (i.e. cost per lb.) will be evaluated and used to determine the awarded bidder.

- To find the "Total Price": $\$0.99 \times 7,175 \text{ lbs (approximate quantity)} = \$7,103.25$

The total price is determined by multiplying the cost per lb. by the approx. six-month qty.

NOTE: THE PRICE PER CASE/BOX/BAG ETC. **MUST BE ROUNDED TO THE SECOND DECIMAL PLACE.**

BIDDERS ARE REQUESTED TO ENTER UNIT COST FOR EACH ITEM FOR WHICH A BID IS SUBMITTED (THE UNIT PRICE SHOULD ONLY USE THE APPROPRIATE DECIMAL PLACE, AS LISTED ABOVE). IF UNIT PRICE BID EXCEEDS THE APPROPRIATE DECIMAL PLACE, AS LISTED ABOVE, THE BID AMOUNT WILL BE TRUNCATED (NOT ROUNDED) TO THE APPROPRIATE DECIMAL PLACE.)

BID SCHEDULE

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

| ITEM # | APPROX SIX-MONTH QTY | UNIT | DESCRIPTION | BRAND NAME & MFG. # | SIZE BIDDING QTY/ CASE | VENDOR PRODUCT CODE | DELIVERY A.R.O. | LOWEST UNIT OF MEASURE PRICE PER LB | UNIT PRICE PER CASE/BOX/ BAG ETC. | TOTAL PRICE |
|-------------------------|----------------------|------|--|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| SECTION A - BEEF | | | | | | | | | | |
| 1 | 1,000 | LBS | Beef pepper patty, made from boneless beef chuck 80/20% lean, 15% fresh onion, ref ad green pepper, and spices. 3/4" thick packed on wax paper, raw and frozen, NO breading/fritter, 4 oz/3oz yield, 1/10 lb. case | | | | | /lb | \$ | \$ |
| 2 | 23,100 | LBS | Ground beef, fresh, no more than 20% fat, 10 lb. package | | | | | /lb | \$ | \$ |
| 3 | 10,000 | LBS | Chopped beef patties, deluxe raw, 4oz/3.5 oz yield, no more than 20% fat, 10 lb. case | | | | | /lb | \$ | \$ |
| 4 | 1,600 | LBS | Cubed steak, prepared, USDA top quality or better, cubed, all beef, raw and frozen, 4 oz./3 oz yield, 10 lb. case | | | | | /lb | \$ | \$ |
| 5 | 2,900 | LBS | Salisbury steak, (MUST be unbreaded), made from boneless beef chuck, 80/20% lean, 15% fresh onion, red and green peppers, seasoned beef, 4 oz. yield, 3/4" thick and IQF packed on wax paper, 10 lb. case | | | | | /lb | \$ | \$ |
| 6 | 2,500 | LBS | Beef Fritters 80/1.97 oz./ case #9133661 by Advance or approved equivalent | | | | | /lb | \$ | \$ |

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|--------|----------------------|------|--|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 7 | 800 | LBS | Beef patty, deluxe, pre-cooked flame broiled, 3 oz or greater, ready to serve, 10 lb. case | | | | | /lb | \$ | \$ |
| 8 | 300 | LBS | Roast beef, sliced whole muscle; 0.9 oz. portions, natural beef texture, fully cooked, pre-sliced and vacuum packed, 6/2 lb. packs/case, Hillshire Farms #05626 or approved equivalent | | | | | /lb | \$ | \$ |
| 9 | 6,000 | LBS | Wieners, all beef, 8 ct., 10 lb. case | | | | | /lb | \$ | \$ |
| 10 | 4,000 | LBS | Beef Fajita strips, fully cooked, whole muscle, marinated, USDA choice or better, IQF, no MSG or chemical tenderizers, 1/2 oz. strips, 2/5 lb. bags/case | | | | | /lb | \$ | \$ |
| 11 | 2,500 | LBS | Beef RibEQue, fully cooked, seasoned and smoked, 3 oz. portions, 100/case | | | | | /lb | \$ | \$ |
| 12 | 6,760 | LBS | Beef Steak tips, USDA Prime, No more than 5% fat, 1" cubes, 20 lb./case | | | | | /lb | \$ | \$ |
| 13 | 1,680 | LBS | Pot Roast, 12.5 lbs., Pierce Product #862813 or approved equivalent | | | | | /lb | \$ | \$ |
| 14 | 100 | LBS | Beef Briskets, 2-7 lb. average | | | | | /lb | \$ | \$ |

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|-------------------------|----------------------|------|--|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 15 | 3,700 | LBS | Beef Steak, Philly, Raw, 2 oz. portion, 10 lb./case | | | | | /lb | \$ | \$ |
| 16 | 3,500 | LBS | Oxtails, Frozen, Trimmed Cut 1.5", must be IBP Grade (no choice or select grade will be accepted) | | | | | /lb | \$ | \$ |
| 17 | 450 | LBS | Steak, Flat Iron, Beef, steak chuck, flat iron choice, raw frozen, marinated. 1114d, beef shoulder, top blade, 6 oz., 28 per case | | | | | /lb | \$ | \$ |
| 18 | 4,800 | LBS | Beef Patty, Angus, Fresh, Not Frozen, Uncooked, 8 oz. patty, USDA Prime or Better, 80 % Lean/20% Fat, packed on wax paper, 10 lb./case | | | | | /lb | \$ | \$ |
| 19 | 2,425 | LBS | Beef Franks, Angus, Fresh, Not Frozen, fully cooked, 5 count/ lb., no fillers, no preservatives, no added nitrates | | | | | /lb | \$ | \$ |
| SECTION A TOTAL | | | | | | | | | \$ | |
| SECTION B – PORK | | | | | | | | | | |
| 1 | 700 | LBS | Pork chops, center cut, 3/4" thick, 4-5 oz. average 10/10 lbs./case; approx. 40 pcs | | | | | /lb | \$ | \$ |
| 2 | 800 | LBS | Pork ribs, baby back, fresh, raw, 3 1/2 lb. and down | | | | | /lb | \$ | \$ |

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|--------|----------------------|------|--|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 3 | 600 | LBS | Sausage patties, whole hog, 3-1/2 oz./2 oz. yield, mild or hot, 30% less salt and fat, 8/6lb box/case | | | | | /lb | \$ | \$ |
| 4 | 13,210 | LBS | Bacon, slab, Applewood Smoked, whole strips, low sodium, 16-18 slices per lb., Black Label Brand or approved equivalent | | | | | /lb | \$ | \$ |
| 5 | 100 | LBS | Ham, sliced, honey glazed, whole muscle, pre-sliced, low sodium, 1 oz. portions, fully cooked, refrigerated, allergy free, 4/3 lb. packs/case, Black Forest or approved equivalent | | | | | /lb | \$ | \$ |
| 6 | 6,240 | LBS | Pork Ribs, country style cut, raw, unbreaded, 10 lbs./case | | | | | /lb | \$ | \$ |
| 7 | 200 | LBS | Sausage, smoked, 10 lbs./case, Lee Georgia Boy or approved equivalent | | | | | /lb | \$ | \$ |
| 8 | 380 | LBS | Pit Ham, whole, boneless, fully cooked, (no added solution) Black Frost or approved equivalent | | | | | /lb | \$ | \$ |
| 9 | 500 | LBS | Salami, Genoa, pork, sliced, cooked, 4/3 lb. packs/case | | | | | /lb | \$ | \$ |
| 10 | 500 | LBS | Sausage, ground, Italian, bulk, raw, sweet, (no casing), 10 lb./case | | | | | /lb | \$ | \$ |

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| ITEM # | APPROX SIX-MONTH QTY | UNIT | DESCRIPTION | BRAND NAME & MFG. # | SIZE BIDDING QTY/ CASE | VENDOR PRODUCT CODE | DELIVERY A.R.O. | LOWEST UNIT OF MEASURE PRICE PER LB | UNIT PRICE PER CASE/BOX/ BAG ETC. | TOTAL PRICE |
|----------------------------|----------------------|------|---|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 11 | 500 | LBS | Sausage, ground, Italian, bulk, raw, spicy, (no casing), 10 lb./case | | | | | /lb | \$ | \$ |
| 12 | 1,550 | LBS | BBQ Pulled Pork, 4/2.5 lbs./1lbs. | | | | | /lb | \$ | \$ |
| 13 | 1,500 | LBS | Cooked Bacon, 18/22 cut, 15 lbs./case | | | | | /lb | \$ | \$ |
| SECTION B TOTAL | | | | | | | | | \$ | |
| SECTION C – POULTRY | | | | | | | | | | |
| 1 | 3,440 | LBS | Chicken Wings, 1 st & 2 nd joint, breaded fully cooked, oven able, 15 lb./case | | | | | /lb | \$ | \$ |
| 2 | 13,615 | LBS | Chicken patties, pre-cooked, breaded, 3.34 oz, all white w/rib meat, 100% chicken, contains less than 18% fat, less than 7% soy, golden brown breading and light black pepper background flavor, 10 lb./case, Gold Creek or approved equivalent | | | | | /lb | \$ | \$ |
| 3 | 3,600 | LBS | Chicken, cut-up fryers, eight cut only, fresh (not frozen), no giblets, 2-1/4 to 2-1/2 lb. pack, 10 lbs./case | | | | | /lb | \$ | \$ |
| 4 | 120 | LBS | Chicken liver, 5 lb package, 8 packs/case | | | | | /lb | \$ | \$ |
| 5 | 600 | LBS | Chicken breast, split, bone-in, with wing, IQF, 11 oz., 48 count/case | | | | | /lb | \$ | \$ |

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|--------|----------------------|------|--|---------------------|-----------------------|---------------------|-----------------|-------------------------------------|----------------------------------|-------------|
| 6 | 10,120 | LBS | Chicken leg quarters, fresh or frozen, 48-50 count, 4/10 lb. packs/case | | | | | /lb | \$ | \$ |
| 7 | 6,900 | LBS | Chicken tenderloin, lightly breaded, raw, 4 oz./3 oz. yield, 2/5 lb. bags/case | | | | | /lb | \$ | \$ |
| 8 | 218,320 | LBS | Chicken thighs, boneless, skinless, fresh (Not Frozen), CVP, 4 oz./3 oz. yield, 4/10 lb. packs/case, No added solutions, no ice glaze | | | | | /lb | \$ | \$ |
| 9 | 8,000 | LBS | Chicken, white, pre-cooked, diced frozen, 10 lb./case, no fillers , solid meat only | | | | | /lb | \$ | \$ |
| 10 | 8,400 | LBS | Chicken, boneless, skinless breast, 4 oz., 10 lbs./case, IQF, No added solutions, no ice glaze | | | | | /lb | \$ | \$ |
| 11 | 31,160 | LBS | Chicken wings, jumbo, 1st and 2nd joint, unflavored, CVP, raw, 4/10 lb./case | | | | | /lb | \$ | \$ |
| 12 | 350 | LBS | Turkeys, whole, 18-24 lbs. | | | | | /lb | \$ | \$ |
| 13 | 200 | LBS | Turkey breast, boneless, fully cooked, 5-7 piece muscle, skin on, 2 breasts per case; 4 oz., 10 lb./case | | | | | /lb | \$ | \$ |

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|--------|----------------------|------|---|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 14 | 11,940 | LBS | Turkey, ground, 90% lean, white and dark meat, bulk pack, no tube, no metal in package, no added solutions, 2/10lb./case | | | | | /lb | \$ | \$ |
| 15 | 30,000 | LBS | Turkey roll, all white meat, fully cooked, oven roasted, turkey breast, low sodium, 2/10 lbs./case | | | | | /lb | \$ | \$ |
| 16 | 7,200 | LBS | Turkey breakfast patties, cooked, 1-1/2 oz., mild, breakfast sausage, seasoning, 100% turkey, less than 7% soy and 15% fat | | | | | /lb | \$ | \$ |
| 17 | 5,500 | LBS | Turkey ham, deli style, packed 2 each, 7-8 lb. hams/case | | | | | /lb | \$ | \$ |
| 18 | 7,800 | LBS | Turkey sausage links, raw, 1oz., mild seasoning, 10 lbs./case | | | | | /lb | \$ | \$ |
| 19 | 2,400 | LBS | Turkey, ground patty, 4 oz., 40 pieces/case, 10 lb./case | | | | | /lb | \$ | \$ |
| 20 | 15,000 | LBS | Chicken or Turkey corn dog, fully cooked, stickless, (48)/4 oz. servings/case | | | | | /lb | \$ | \$ |
| 21 | 5,100 | LBS | Chicken Fajita Strips, fully cooked, whole muscle, marinated, USDA choice or better, IQF, no MSG or chemical tenderizers, 1/2 oz. portions, 2/5 lb. bags/case | | | | | /lb | \$ | \$ |

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|--------|----------------------|------|--|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 22 | 2,700 | LBS | Super Chicken Drumsticks, Fully Cooked, Breaded, Seasoned, Microwave or Bake, IQF, 1/12 oz. portions, 2/5 lb. bags/case, 52 pcs, Pierce Foods or approved equivalent | | | | | /lb | \$ | \$ |
| 23 | 1,552 | LBS | Turkey breast, pre-sliced, Cajun flavor, whole muscle, low sodium, 0.5 oz. portions, refrigerated, 6/2 lb. packs/case, Black Forest or approved equivalent | | | | | /lb | \$ | \$ |
| 24 | 3,000 | LBS | Chicken Wings, boneless, Pierce Product #862813 or approved equivalent | | | | | /lb | \$ | \$ |
| 25 | 3,500 | LBS | Chicken Breast, breaded fritter, 3.5 oz., raw, 10 lbs./case, Filet of Chicken or approved equivalent | | | | | /lb | \$ | \$ |
| 26 | 800 | LBS | Chicken Tenderloin, boneless, skinless, 2 oz., clipped, fresh, raw (not breaded), IQF, no solution, no ice glazed, 40 lbs./case | | | | | /lb | \$ | \$ |
| 27 | 800 | LBS | Turkey Drum, Smoked, 30 lbs./case | | | | | /lb | \$ | \$ |
| 28 | 300 | LBS | Turkey Leg, Fresh (Not Frozen) , 30 lbs./case | | | | | /lb | \$ | \$ |

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|--------|----------------------|------|---|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 29 | 6,700 | LBS | Turkey Breast, roast, skin on, foil wrapped, boneless, 10 lbs./case | | | | | /lb | \$ | \$ |
| 30 | 2,000 | LBS | Chicken Breast, Boneless/Skinless, Fresh (Not Frozen), Uncooked, Non-GMO, No Antibiotic, 4 oz. pc. Avg., 4/5 lbs./case, Perdue or approved equivalent | | | | | /lb | \$ | \$ |
| 31 | 400 | LBS | Turkey Breast, thin pre-sliced, fresh (not frozen), whole muscle natural texture, fully cooked, vacuum packed, no sodium nitrite, no preservative /additives, 6/2 lb./case, Hillshire Farms or approved equivalent | | | | | /lb | \$ | \$ |
| 32 | 9,360 | LBS | Turkey, sausage link, breakfast, 0.7 oz. – 1 oz. serving, fully cooked , low sodium, Butterball or approved equivalent | | | | | /lb | \$ | \$ |
| 33 | 500 | LBS | Chicken breast, pre-sliced, buffalo flavor, whole muscle, low sodium, 0.5 oz. portions, refrigerated, 6/2 lb. packs/case. Black Frost or approved equivalent | | | | | /lb | \$ | \$ |
| 34 | 1,200 | LBS | Diced Turkey, IQF, (no pork), 2/5 lbs./10 lbs. | | | | | /lb | \$ | \$ |

COMPANY NAME _____

BID SCHEDULE

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| ITEM # | APPROX SIX-MONTH QTY | UNIT | DESCRIPTION | BRAND NAME & MFG. # | SIZE BIDDING QTY/ CASE | VENDOR PRODUCT CODE | DELIVERY A.R.O. | LOWEST UNIT OF MEASURE PRICE PER LB | UNIT PRICE PER CASE/BOX/ BAG ETC. | TOTAL PRICE |
|--------------------------------|----------------------|------|--|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| SECTION C TOTAL | | | | | | | | | \$ | |
| SECTION D- FISH/SEAFOOD | | | | | | | | | | |
| 1 | 500 | LBS | Cod Loins, boneless, skinless, not breaded, 5-6oz., raw, plain, 10 lbs./case | | | | | /lb | \$ | \$ |
| 2 | 1,500 | LBS | Tilapia Filet, 2-3 oz. , boneless, skinless, IQF, not breaded, raw, plain, harvested in USA, 10 lbs./case | | | | | /lb | \$ | \$ |
| 3 | 400 | LBS | Catfish, bone-in, whole, IQF, 5-7 oz., Restaurant Pride or approved equivalent | | | | | /lb | \$ | \$ |
| 4 | 480 | LBS | Krabbycakes, Baked, Oven Ready, Imitation Crab Meat, Snow Crab, Seasonings Coated with Breadcrumbs, 3 oz. portion, 10. lb. bag/case; 50 pcs, Ms. Friday's or approved equivalent | | | | | /lb | \$ | \$ |
| 5 | 3,820 | LBS | Catfish, fillets, wild cod, IQF, boneless, 2-4 oz. portions, harvested in USA, 15 lb./case | | | | | /lb | \$ | \$ |
| 6 | 200 | LBS | Tilapia, fillets, 2.2 oz. breaded portions, frozen, 10 lb./case, Fishery Products International #89312 or approved equivalent | | | | | /lb | \$ | \$ |

COMPANY NAME _____

BID SCHEDULE

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|--------------------------|----------------------|------|---|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 7 | 10,420 | LBS | Shrimp, wild cod, IQF, raw, large, peeled, and deveined, unbreaded, tail on, 16-20 count, 4/5 lbs./case | | | | | /lb | \$ | \$ |
| 8 | 2,600 | LBS | Salmon, Keta, 4 oz. fillet, boneless, skinless, raw, IQF, frozen, vacuum packed, 10 lb./case | | | | | /lb | \$ | \$ |
| 9 | 500 | LBS | Salmon, whole side, boneless, skinless, fresh, raw, Atlantic, farm raised | | | | | /lb | \$ | \$ |
| 10 | 500 | LBS | Trout, filet, skin on, 4 – 6 oz., fresh water, IQF | | | | | /lb | \$ | \$ |
| SECTION D TOTAL | | | | | | | | | \$ | |
| SECTION E- CHEESE | | | | | | | | | | |
| 1 | 1,600 | LBS | Cheese, Mozzarella, Shredded, LMPS, (non-imitation), 4/5 lb. bags/case | | | | | /lb | \$ | \$ |
| 2 | 3,100 | LBS | Cheese, imitation, American, yellow, individual slices 160 count/sleeve, 30 lbs./case | | | | | /lb | \$ | \$ |
| 3 | 100 | LBS | Cheese, imitation, Swiss, white, individual slices 160 count/sleeve, 30 lbs./case | | | | | /lb | \$ | \$ |
| 4 | 130 | LBS | Cheese, Shredded Provolone-Mozzarella Mix, (non-imitation), 6/5 lb. bags/case | | | | | /lb | \$ | \$ |

COMPANY NAME _____

BID SCHEDULE

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|-----------------------------------|----------------------|------|---|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 5 | 3,080 | LBS | Cheese, sharp, shredded medium, (non-imitation), 4/5 lb. bags/case | | | | | /lb | \$ | \$ |
| 6 | 55 | LBS | Cheese, Pepper Jack, (non-imitation), 6/1.5 lb. bags/case | | | | | /lb | \$ | \$ |
| 7 | 25 | LBS | Cheese, Feta, crumble, (non-imitation), 2/5 lb. bags/case | | | | | /lb | \$ | \$ |
| 8 | 640 | LBS | Cheese, Parmesan, grated, fresh, (non-imitation), 4/5 lb. bags/case | | | | | /lb | \$ | \$ |
| 9 | 5,300 | LBS | Cheese, American, yellow, (non-imitation), individual slices, 160 count/sleeve, 30 lb./case, Boar's Head or approved equivalent | | | | | /lb | \$ | \$ |
| 10 | 100 | LBS | Cheese, Parmesan, shaved, fresh, (non-imitation), 2/5 lb. bags/case | | | | | | | |
| SECTION E TOTAL | | | | | | | | | \$ | |
| SECTION F- MEAT SUBSTITUTE | | | | | | | | | | |
| 1 | 32 | CS | Chicken Sub, Nugget Meatless .75 oz Breaded, 10 lbs./case, US Foods Item #3200987 | | | | | /lb | \$ | \$ |
| 2 | 20 | CS | Beef Sub, Crumble Meatless, 10 lbs./case, US Foods Item #5922686 | | | | | /lb | \$ | \$ |

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|--------|----------------------|------|--|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 3 | 10 | CS | Gardenburger 3.2 oz. Organic Malibu Vegetarian Burger, 48 ct., Webstaurant #871552423 or approved equivalent | | | | | /lb | \$ | \$ |
| 4 | 8 | CS | Upton's Natural Updog Plant-Based Vegan Hot Dogs, 50 ct., Webstaurant #871UPTDOG or approved equivalent | | | | | /lb | \$ | \$ |
| 5 | 8 | CS | Plant-Based Vegan Breaded Chicken Tenders, 5 lbs./case, Webstaurant #871BYNDTNR or approved equivalent | | | | | /lb | \$ | \$ |
| 6 | 44 | CS | Plant-Based Vegan Chicken Wing Drumstick, 4/6.6 lb./bags case, Webstaurant #871BLV012 or approved equivalent | | | | | /lb | \$ | \$ |
| 7 | 8 | CS | Plant-Based Vegan Jumbo Shrimp, 4/6.6 lb. bags/case, Webstaurant #871BLV007 or approved equivalent | | | | | /lb | \$ | \$ |
| 8 | 12 | CS | Plant-Based Vegan Crab Cake, 36 ct./case, Webstaurant #871HP40636 or approved equivalent | | | | | /lb | \$ | \$ |

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BID SCHEDULE

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|-------------------------|----------------------|------|---|---------------------|------------------------|---------------------|-----------------|-------------------------------------|-----------------------------------|-------------|
| 9 | 4 | CS | Plant-Based Vegan Seitan Bacon Strips, 10 lbs./case, Webstaurant #871UPTBACON or approved equivalent | | | | | /lb | \$ | \$ |
| SECTION F TOTAL | | | | | | | | | \$ | |
| SECTION G- OTHER | | | | | | | | | | |
| 1 | 3,500 | LBS | Sausage Italian rope, Beef, Chicken & Turkey (NO Pork), 10 lbs./case | | | | | /lb | \$ | \$ |
| 2 | 1,000 | LBS | Meatballs, Italian, baked, chicken, turkey & beef (NO Pork), 0.5 oz., IQF, frozen, 10 lbs./case | | | | | /lb | \$ | \$ |
| 3 | 1,500 | LBS | Veggie Burger, meatless patty, frozen, 5 oz, 48 ct./case | | | | | /lb | \$ | \$ |
| 4 | 5,000 | LBS | Beef/Chicken mix polish sausage, fully cooked, 50% blend, less than 30% fat, typical polish seasoning profile, 10 lbs./case | | | | | /lb | \$ | \$ |
| SECTION G TOTAL | | | | | | | | | \$ | |

COMPANY NAME _____

BID SCHEDULE

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| SECTIONS | TOTAL AWARD FOR SECTION |
|--|-------------------------|
| SECTION A – BEEF | \$ |
| SECTION B – PORK | \$ |
| SECTION C – POULTRY | \$ |
| SECTION D – FISH & SEAFOOD | \$ |
| SECTION E - CHEESE | \$ |
| SECTION F- MEAT SUBSTITUTES | \$ |
| SECTION G- OTHER | \$ |
| GRAND TOTAL (SECTIONS A, B, C, D, E, F, G) | \$ |

COMPANY NAME _____

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BID SCHEDULE CONTINUED

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

Unless otherwise noted, quoted prices will remain firm for four (4) additional 6-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

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

Certification Of Non-Collusion in Bid Preparation _____
Signature Date

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

Legal Business Name _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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

REFERENCES

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

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

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

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

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

COMPANY NAME _____

STANDARD INSURANCE REQUIREMENTS (For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (**and any applicable Authority**) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this

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

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



CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
Company Submitting Bid/Proposal

2. Please select one of the following:
 No information to disclose (*complete only section 4 below*)
 Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name Gwinnett County Elected Official Name

Gwinnett County Elected Official Name Gwinnett County Elected Official Name

4. BY: _____ Sworn to and subscribed before me this
Authorized Officer or Agent Signature
_____ day of _____, 20____

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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

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

BL094-24

Buyer Initials: CW

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
SIGNATURE

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

*****ATTENTION*****

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

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

I. PREPARATION OF SUBMITTAL

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

I. DELIVERY

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

II. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the

solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

III. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements where there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

IV. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days

of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

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

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

V. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

VI. F.O.B. POINT

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

VII. PATENT INDEMNITY

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

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

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and

as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

IX. DISCOUNTS

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

X. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XI. DELIVERY FAILURES

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in

excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIII. REJECTION OF SUBMITTALS

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

XIV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

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

requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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

XV. NON-COLLUSION

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

XVI. DEFAULT

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

XVII. TERMINATION FOR CAUSE

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

XVIII. TERMINATION FOR CONVENIENCE

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

XIX. SUBSTITUTIONS

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

XX. INELIGIBLE VENDORS

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

XXI. PENDING LITIGATION

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

XXII. OCCUPATION TAX CERTIFICATE

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

XXIII. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXIV. AMERICANS WITH DISABILITIES ACT

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

XXV. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVI. TAX LIABILITY

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

XXVII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

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

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

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

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

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

XXVIII. 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.

XXIX. GENERAL CONTRACTORS LICENSE

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

XXX. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give

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

XXXI. INDEMNIFICATION

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

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

XXXII. CODE OF ETHICS

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

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

Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

XXXIII. ELECTRONIC PAYMENT

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.