



November 11, 2020

INVITATION TO BID BL113-20

The Gwinnett County Board of Commissioners (Principal Procurement Agency) is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Gasoline and Diesel Fuel on an Annual Contract with Four (4) One-Year Options to Renew.**

Bids should be typed or submitted in ink and returned in a sealed envelope or container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on Thursday, December 3, 2020** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on www.gwinnettcountry.com.

Questions regarding bids should be directed to Marlo Dial, Purchasing Associate III, at marlo.dial@gwinnettcountry.com no later than **3:00 P.M. Thursday, November 19, 2020**. Bids are legal and binding upon the bidder when submitted.

Successful service provider will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County (PPA) 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 Susan Canon, 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(s) submitting the lowest responsive and responsible bid. The North Georgia Fuel Cooperative 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.

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

We look forward to your bid and appreciate your interest in the North Georgia Fuel Cooperative.

Marlo Dial, CPPB
Purchasing Associate III

The following pages should be returned in duplicate as your bid:

- Specification Sheets, Pages 3-6
- Bid Schedule, Pages 21-22
- References, Page 24
- Code of Ethics Affidavit, Page 25
- Contractor Affidavit, Page 26

1. Background

The Gwinnett County Board of Commissioners will be acting as Principal Procurement Agency (PPA) for the North Georgia Fuel Cooperative (NGFC). The NGFC was formed with the specific purpose of purchasing fuels at high volumes to obtain the best discounts and lowest pricing. The NGFC is comprised of counties, cities, board of educations, and other municipalities. The NGFC consists of, but is not limited to, DeKalb County and BOE, Cobb County and BOE, Gwinnett County and BOE, Jackson County, Fulton County, Forsyth County, Dawson County, Rockdale County, City of Atlanta, City of Gainesville, City of Marietta, City of Covington, and City of Smyrna.

2. Communications

Individuals, firms, and businesses seeking an award of a NGFC contract may not initiate or continue any verbal or written communications regarding a solicitation with any NGFC officer, elected official, employee or other NGFC 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 NGFC. Violations will be reviewed by the Gwinnett County 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.

3. Autonomy

Each governmental entity shall remain autonomous within the NGFC master agreement. Each public agency shall order, receive, and be invoiced separately. All deliveries will be coordinated with the individual agency. All liabilities, disputes, protests, etc. between the supplier and agency shall be handled by the individual agency. No other participating public agency in the NGFC shall be liable.

4. Additions / Deletions

All NGFC participants shall have the right to add, delete, or change locations, tanks, and products with written notice by an authorized agency representative to the supplier(s).

5. Provision of Participation

All public agencies within the counties of the NGFC shall have the right to join the NGFC and access the master contract during the contract period. Moreover, any county adjacent to the NGFC and all agencies within said county shall have the right to join the NGFC and access the master contract within the contract period upon mutual agreement with the suppliers(s). Joining agencies and counties shall give written notice to the supplier(s) with all information required (i.e. volume, tank types and locations, start date). Ending date of the contract shall remain unchanged.

6. EPA Requirements and Regulations

The NGFC shall have the right to change products listed within the contract if mandated by the Environmental Protection Agency.

GASOLINE AND DIESEL FUEL SPECIFICATIONS

SUPPLIER INFORMATION: The product offered should conform to the basic requirements listed below. These requirements establish minimum performance levels and describe features deemed necessary to accomplish specific functions. Bidders are to indicate exactly what they are offering in the blank lines below. If the product meets a required item exactly as written, "COMPLY" may be used the space provided. If additional space is needed, please attach additional sheets. Any deviation that either exceeds or does not meet the minimum requirement should be noted as an exception and the exact offering described on the blank lines below the specification.

REQUIREMENTS

1. Low Sulfur Gasoline Ethanol. Minimum octane for regular grade is 87. State the minimum octane being bid. _____
2. Diesel fuel shall be ultra-low sulfur, #2 and shall meet ASTM specifications for #2 fuel.

3. All products shall conform to State of Georgia specifications and comply with all federal, state, and local laws and regulations. _____
4. Upon the completion of the contract period (which includes each subsequent renewal period), the supplier shall furnish NGFC participants an executed GUST 36 Product Supplier Confirmation for all products delivered during the contract period (sample page enclosed – **Page 21**) _____
5. NGFC participants are responsible for the following taxes: Federal Excise LUST (Local Underground Storage Tank) Government Tax, Georgia Motor Fuel Tax, Georgia Prepaid State Tax, Georgia Environmental Assurance Fee (Georgia Underground Storage Tank), and Federal Environmental Recovery Fee unless otherwise specified. **BID PRICE SHALL NOT INCLUDE TAXES** _____

REQUIREMENTS

6. Supplier(s) shall make deliveries as indicated by each participating NGFC agency.

7. Transport truck deliveries should be made to locations indicated by participating agencies. Delivery shall be made by transport truck(s) for Diesel Fuel with a maximum delivery of 7,500 gallons minimum 7,200 gallons; and Unleaded Gasoline Fuel with a maximum delivery of 8,600 gallons minimum 8,000 gallons.

8. Tank wagon or split trailer load deliveries shall be made to the locations as indicated by the agencies._____

9. All deliveries shall be made Monday through Friday, excluding holidays, within 24 hours after receipt of individual orders. Each NGFC agency may modify these conditions in the information section._____

REQUIREMENTS

10. Bid price shall be bid based on a cost "plus" basis, specifying the lowest available price to be used, "plus" shall include all delivery costs and other fees. The discount or premium shall remain fixed during the term of the contract. The referenced price on the OPIS Rack is a variable base price that will be determined by each future edition of the OPIS Rack Report. The real price shall be recomputed upon issuance of each edition of the OPIS Rack Report. The recomputed price will become effective on orders made on or after issuance date of the edition. However, undelivered orders will not be affected. Weekly price shall be modified according to the rack average posting OPIS Rack Report. Daily OPIS Rack rate shall be calculated the same. Including the code references on the OPIS Rack Report, the applicable price shall include the lump sum of the cost of the product and delivery to the destinations listed in the information sections. The lump sum shall be subject to applicable taxes.(OPIS Rack Report is a Gasoline and Distillate Reseller Price Report prepared by Oil Price Information Service, 8701 Georgia Avenue, and Suite 800, Silver Springs, MD 20910.)_____

11. In the times of fuel shortages, this contract must take precedence over all non-governmental contracts where the shortage is not a danger to the general public. The gasoline and diesel fuel purchased by a NGFC agency will be used for emergency and public safety vehicles. _____

REQUIREMENTS

12. The risk of loss remains with the successful supplier in the following situations: (a) until the product is delivered pursuant to the requirements and conditions stated herein; and (b) where the tender or delivery of the products so fails to conform to the contract as to give a right of rejection until the nonconformity is cured or accepted. _____

13. The successful supplier(s) warrant that:

(a) quality of product(s) delivered will be equal to or greater than quality specified;

(b) The product(s) delivered to the NGFC shall conform to any affirmation of fact or promise by the successful supplier(s), or description of the product(s); and (c) the product(s) delivered to the NGFC shall be fit for the particular purpose for which the product(s) are required.

14. **MATERIAL SAFETY DATA SHEETS:** MSDS should be included in duplicate with your bid.

GWINNETT COUNTY INFORMATION AND STIPULATIONS

- Gwinnett County uses the Veeter-Root tank monitoring system. Access to tanks is controlled by a Gwinnett County employee through the use of a manual key. Deliveries shall be authorized only by orders of the Director of the County's Fleet Management Department or their designee. Supplier shall make deliveries in the presence of a designated Gwinnett County Board of Commissioners employee and obtain a signed receipt. The County will not pay any invoice unless there is compliance. All deliveries shall be made Monday through Friday, excluding holidays, within 24 hours after receipt of individual orders. The County will have a person on call should an emergent situation present itself.

FUEL SITE NAMES, ADDRESSES, AND CAPACITIES	
Berkley Lake Fuel Site 3275 N. Berkley Lake Rd Duluth, GA 30096 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST	Seaboard Fuel Site 684 Winder Hwy Lawrenceville, GA 30045 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST
Buford Fuel Site 1600 Buford Hwy Buford, GA 30518 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST	Snellville Middle School Fuel Site 3155 Pate Dr Snellville, GA 30078 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST
Hamilton Mill Fuel Site 3608 Braselton Hwy Dacula, GA 30019 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST	Snellville Tag Office Fuel Site 2825 Lenora Church Rd Snellville, GA 30078 1 each 20,000 gl Unl tank UST 1 each 20,000 gl Dsl tank UST
Lawrenceville Hwy Fuel Site 3575 Lawrenceville Hwy Lawrenceville, GA 30045 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST	Southside Fuel Site 2180 Stone Dr Lilburn, GA 30047 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST
Oakland Fuel Site 1801 Cruse Rd Lawrenceville, GA 30044 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST	Swanson Fuel Site 620 Swanson Dr Lawrenceville, GA 30043 1 each 15,000 gl Unl tank UST 1 each 30,000 gl Dsl tank UST
Scenic Hwy Fuel Site 703 Scenic Hwy Lawrenceville, GA 30043 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST	JCB Fuel Site 6160 Crescent Blvd Norcross, GA 30071 2 each 12,000 gl Unl tanks UST 1 each 12,000 gl Dsl tank UST
Total Unl Annual Usage: 1,994,737 gls Total Dsl Annual Usage: 4,078,891 gls Total Fuel Annual Usage: 6,073,628 gls	

FORSYTH COUNTY INFORMATION AND STIPULATIONS

1. Supplier shall make deliveries in the presence of a designated Forsyth County employee and obtain a signed receipt. The receipt is to contain the price per gallon of gasoline or diesel being delivered. The County will not pay any invoice unless this is complied with.
2. All deliveries shall be made Monday through Friday, excluding holidays, within 24 hours after receipt of order(s) to the following locations. Deliveries are authorized only by orders of Forsyth County's Fleet Management Director or designee.

FUEL SITE NAMES, ADDRESSES, AND CAPACITIES	
Site #1 Sheriff 212 Veteran's Memorial Blvd. Cumming, GA 30040 1 each 10,000 gl Unl tank UST	Site #2 Fleet 4140 County Way Cumming, GA 30040 1 each 10,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST
Site #3 Fire HQ 3520 Settingdown Road Cumming, GA 30040 1 each 10,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST	Site #4 Fire Station 14 800 McFarland Road Cumming, GA 30040 1 each 1,000 gl Dsl tank AST
Site #5 Fire Station 10 3680 Old Atlanta Road Cumming, GA 30040 1 each 1,000 gl DSL tank AST	Site #6 Fire Station 9 7385 Browns Bridge Road Cumming, GA 30040 1 each 1,000 gl Dsl tank AST
Site #7 Fire Station 4 3805 Canton Highway Cumming, GA 30040 1 each 1,000 gl Dsl tank AST	Site #8 Fowler 4045 Carolene Way Cumming, GA 30040 1 each 10,000 gl Unl tank AST 1 each 10,000 gl Dsl tank AST
Site #9 Fire Station 1 234 Castleberry Ind. Drive Cumming, GA 30040 1 each 1,000 gl Dsl tank AST	Site #10 Fire Station 11 4655 Pittman Rd. Cumming, GA 30040 1 each 1,000 Dsl tank AST
Total Unl Annual Usage: 625,000 gls Total Dsl Annual Usage: 150,000 gls Total Fuel Annual Usage: 775,000 gls	

JACKSON COUNTY INFORMATION	
Jackson County Fuel Farm 131 Four Fifty Seven Drive Jefferson, GA 30549 1 each 10,000 gl Dsl tank UST 1 each 10,000 gl Unl tank UST	Total Unl Annual Usage: 180,000 gls Total Dsl Annual Usage: 46,000 gls Total Fuel Annual Usage: 226,000 gls

CITY OF SMYRNA INFORMATION	
Public Works 2190 Atlanta, Road Smyrna, GA 30080 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST	Total Unl Annual Usage: 144,439 gls Total Dsl Annual Usage: 104,370 gls Total Fuel Annual Usage: 248,809 gls

CITY OF GAINESVILLE INFORMATION	
Alta Vista Fuel Site 263 Alta Vista Road Gainesville, GA 30501 2 each 10,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST	Bradford Street Site 1006 Bradford Street Gainesville, GA 30501 1 each 8,100 gl Unl tank UST 1 each 2,000 gl Dsl tank UST
Total Unl Annual Usage: 207,328 gls Total Dsl Annual Usage: 138,306 gls Total Fuel Annual Usage: 345,634 gls	Total Unl Annual Usage: 76,261 gls Total Dsl Annual Usage: 35,197 gls Total Fuel Annual Usage: 111,458 gls

CITY OF COVINGTON INFORMATION	
Covington Fuel Site 2194 Emory Street Covington GA 30015 1 each 15,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST	Total Unl Annual Usage: 103,640 gls Total Dsl Annual Usage: 80,076 gls Total Fuel Annual Usage: 183,716 gls

CITY OF MARIETTA INFORMATION	
Station 1 / Public Safety 112 Haynes Street Marietta, GA 30060 1 each 15,000 gl Unl tank UST 1 each 1,000 gl Dsl tank UST	Station 2 149 Dodd Street Marietta, GA 30060 1 each 1,000 gl Dsl tank UST
Station 4 228 Chestnut Hill Road Marietta, GA 30064 1 each 1,000 gl Dsl tank UST	Station 5 1160 Franklin Road Marietta, GA 30067 1 each 1,000 gl Dsl tank UST
Station 6 805 Allgood Road Marietta, GA 30062 1 each 1,000 gl Dsl tank UST	Central Fueling Facility 725 North Marietta Parkway Marietta, GA 30060 1 each 20,000 gl Unl tank UST 1 each 20,000 gl Dsl tank UST
Total Unl Annual Usage: 236,870 gls Total Dsl Annual Usage: 148,247 gls Total Fuel Annual Usage: 385,117 gls	

Marietta City Schools Information and Stipulations

1. Marietta City Schools will purchase fuel on an as-needed basis.
2. Fuel provided under this contract must comply with all federal and state occupational safety and health acts.
3. The fuel storage tanks are located underground.
4. All fuel must be delivered in a metered tank. Also a before and after stick measurements must be taken and recorded on the bill of lading.
5. All deliveries shall be made Monday through Friday, between the hours of 5:30 A.M. – 4:00 P.M., excluding holidays, within 24 hours after receipt of individual orders. We prefer early morning deliveries to avoid bus/tanker congestion at the facilities.

CITY OF MARIETTA SCHOOLS	
145 Dodd Street Marietta, GA 30060 One 5,000 gallon Unleaded tank UST One 10,000 gallon ULDS Diesel tank UST	Total Unleaded Annual Usage: 19,610 Total Diesel Annual Usage: 109,890 gallons Total Fuel Annual Usage: 2,225,000 gallons

CITY OF ATLANTA INFORMATION	
Fire Station 1 71 Elliot Street Atlanta, GA 1 each 1,000 gl Dsl tank UST	Fire Station 5 2825 Campbelton Rd Atlanta, GA 1 each 1,000 gl Dsl tank UST
Fire Station 8 1711 Marietta Blvd Atlanta, GA 1 each 1,000 gl Dsl tank UST	Fire Station 10 477 Boulevard, SE Atlanta, GA 1 each 1,000 gl Dsl tank UST
Fire Station 12 1288 Dekalb Ave, NE Atlanta, GA 1 each 1,000 gl Dsl tank UST	Fire Station 16 1048 Simpson St, NW Atlanta, GA 1 each 1,000 gl Dsl tank UST
Fire Station 25 2349 Benjamin E. Mays Atlanta, GA 1 each 1,000 gl Dsl tank UST	Fire Station 26 2970 Howell Mill Rd., NW Atlanta, GA 1 each 1,000 gl Dsl tank UST
Fire Station 31 2406 Fairburn Rd Atlanta, GA 1 each 1,000 gl Dsl tank UST	Fire Station 38 2911 Bankhead Hwy Atlanta, GA 1 each 1,000 gl Dsl tank UST
Maddox Park 1120 North Ave, NW Atlanta, GA 1 each 12,000 gl Unl tank UST 1 each 20,000 gl Dsl tank UST	Northside Dr 1540 Northside Dr. Atlanta, GA 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST
Hill Street 1146 Hill Street Atlanta, GA 1 each 12,000 gl Unl tank UST 1 each 20,000 gl Dsl tank UST	Claire Drive 23 Claire Drive SE Atlanta, GA 1 each 20,000 gl Unl tank UST 1 each 20,000 gl Dsl tank UST
Chester Ave 3150 Chester Ave Atlanta, GA 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST	Howell Mill 1370 Howell Mill Rd Atlanta, GA 1 each 20,000 gl Unl tank UST 1 each 20,000 gl Dsl tank UST
City Hall East 675 Ponce De Leon Atlanta, GA 2 each 12,000 gl Unl tank UST	Chastain 3995 Powers Ferry Rd Atlanta, GA 1 each 1,000 gl Unl tank UST 1 each 2,000 gl Dsl tank UST
Airport Building 4 Atlanta, GA 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST	Airport Building 6 Atlanta, GA 1 each 6,000 gl Unl tank UST 1 each 6,000 gl Dsl tank UST
City Hall 69 Mitchell Street Atlanta, GA 1 each 14,000 gl Dsl (generator)	Total Unl Annual Usage: 1,500,000 gls Total Dsl Annual Usage: 1,500,000 gls Total Fuel Annual Usage: 3,000,000 gls

FULTON COUNTY INFORMATION	
Big Creek Pumping Station 1030 Roswell-Marietta Hwy. Roswell, GA. 30075 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST	Central Maintenance Facility - Lower Pump 895 Marietta Blvd. Atlanta, GA. 30318 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST
Central Maintenance Facility - Upper Pump 895 Marietta Blvd. Atlanta, GA. 30318 1 each 12,000 gl Unl tank UST	North Service Center 7741 Roswell Rd. Atlanta, GA. 30338 1 each 10,000 gl Unl tank UST
Willis Mills 125 Willis Mill Rd. Atlanta, GA. 30311 1 each 10,000 gl Unl tank UST 1 each 6,000 gl Dsl tank UST	Charlie Brown Airport 3920 Aviation Cir. Atlanta, GA. 30336 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST
South Service Center 5600 Stonewall Tell Rd. Union City, GA. 30349 1 each 10,000 gl Unl tank UST	Stonewall Camp 5601 Stonewall Tell Rd. Union City, GA. 30349 1 each 10,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST
Water Resources Operation Center 11575 Maxwell Road, Alpharetta, GA 30004 1 – 12,000 gl Unl tank UST 1 – 12,000 gl Dsl tank UST	Total Unl Annual Usage: 682,358 gls Total Dsl Annual Usage: 83,215 gls Total Fuel Annual Usage: 765,573 gls
FULTON COUNTY FIRE STATIONS	
Fire Station #1 5165 Welcome All Road. College Park, GA 30349 1 – 1,000 gl Dsl tank AST	Fire Station #2 4121 Cascade Road, Atlanta, GA 30331 1 – 500 gl Dsl tank AST
Fire Station #3 4035 Stonewall Tell Road, College Park, GA 30349 1 – 1,000 gl Dsl tank AST	Fire Station #5 3175 Bethesaida Road, Fairburn, GA 30213 1 – 500 gl Dsl tank AST
Fire Station #7 5965 Buffington Road, College Park, GA 30349 1 – 1,000 gl Dsl tank AST	Fire Station #11 4760 Fulton Industrial Blvd, Atlanta, GA 30336 1 – 1,000 gl Dsl tank AST
Fire Station #13 5890 Plummer Road, Atlanta, GA 30331 1 – 12,000 gl Unl tank UST 1 – 6,000 gl Dsl tank UST	Fire Station #15 6720 Cedar Grove Road, Fairburn, GA 30213 1 – 1,000 gl Dsl tank AST
Fire Station #17 8675 Ridge Road, Fairburn, GA 30213 1 – 1,000 gl Dsl tank AST	Total Unl Annual Usage: 682,358 gls Total Dsl Annual Usage: 83,215 gls Total Fuel Annual Usage: 765,573 gls
FULTON COUNTY SCHOOLS	
South Transportation 97 Heath Street, 71 Heath Street Fairburn, GA 30213 2 each 12,000 gl Dsl UST 1 each 12,000 gl Unl UST	North Transportation 410 S. Main Street Alpharetta, GA 30004 2 each 15,000 gl Dsl UST 1 each 15,000 gl Unl UST
Warehouse 4415 Wickersham Drive College Park, GA 30337 1 each 8,000 gl Dsl UST	Total Unl Annual Usage: 40,000 gls Total Dsl Annual Usage: 120,000 gls Total Fuel Annual Usage: 200,000 gls

DEKALB COUNTY INFORMATION	
Fire Station #1 1619 Clifton Road Atlanta, GA 30307 1 each 1,000 gl Dsl tank UST	Fire Station #2 1316 Dresden Drive Atlanta, GA 30319 1 each 1,000 gl Dsl tank UST
Fire Station #4 4540 Flakes Mill Road Ellenwood, GA 30294 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST	Fire Station #6 2342 Flat Shoals Road Atlanta, GA 30316 1 each 1,000 gl Unl tank UST 1 each 1,000 gl Dsl tank UST
Fire Station #7 1776 Derrill Drive Decatur, GA 30032 1 each 1,000 gl Dsl tank UST	Fire Station #8 2711 Clairmont Road Atlanta, GA 30329 1 each 1,000 gl Dsl tank UST
Fire Station #9 3855 North Druid Hills Road Decatur, GA 30033 1 each 1,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST	Fire Station #10 1686 Constitution Road Atlanta, GA 30316 1 each 1,000 gl Dsl tank UST
Fire Station #11 6715 Memorial Drive Stone Mountain, GA 30083 1 each 1,000 gl Dsl tank UST	Fire Station #13 5619 Redan Drive Stone Mountain, GA 30088 1 each 1,000 gl Dsl tank UST
Fire Station #14 7207 Covington Highway Lithonia, GA 30058 1 each 1,000 gl Dsl tank UST	Fire Station #16 2750 Pleasantwood Drive Decatur, GA 30034 1 each 1,000 gl Dsl tank UST
Fire Station #17 3900 Evans Mill Road Lithonia, GA 30058 1 each 1,000 gl Dsl tank UST	Fire Station #18 4588 Barclay Drive Chamblee, GA 30338 1 each 1,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST
Fire Station #22 1859 Montreal Road Tucker, GA 30084 1 each 1,000 gl Unl tank UST 1 each 1,000 gl Dsl tank UST	Fire Station #23 1265 Brockett Road Clarkston, GA 30021 1 each 1,000 gl Unl tank UST 1 each 1,000 gl Dsl tank UST
Fire Station #24 4154 Redan Road Stone Mountain, GA 30083 1 each 1,000 gl Unl tank UST 1 each 1,000 gl Dsl tank UST	Fire Station #25 7136 Rockbridge Road Stone Mountain, GA 30087 1 each 1,000 gl Unl tank UST 1 each 1,000 gl Dsl tank UST
Fleet Maintenance, A-Shop 772 Camp Drive Decatur, GA 30032 1 each 20,000 gl Unl tank UST	Calloway Square 120 West Trinity Place Decatur, GA 30030 1 each 12,000 gl Unl tank UST
Roads & Drainage 729 Camp Road Decatur, GA 30032 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST	Water & Sewer 1580 Roadhaven Drive Stone Mountain, GA 30083 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST

Sanitation South Lot 1753 Fairlake Road Decatur, GA 30034 1 each 10,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST	Sanitation North Lot 2315 Chamblee-Tucker Road Chamblee, GA 30341 1 each 10,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST
Sanitation Buford Plant 4600 Buford Highway Chamblee, GA 30341 1 each 10,000 gl Dsl tank UST	Sanitation Central Lot 3689 Camp Circle Decatur, GA 30032 1 each 12,000 gl Dsl tank UST
Sanitation East Lot 1750 Rogers Lake Road Lithonia, GA 30058 1 each 10,000 gl Dsl tank UST	Sanitation Ward Lake / South Lot 3115 Ward Lake Road Ellenwood, GA 30294 1 each 12,000 gl Unl tank UST
East Police Precinct 2484 Bruce Street Lithonia, GA 30058 1 each 10,000 gl Unl tank UST	Total Unl Annual Usage: 2,117,411 gls Total Dsl Annual Usage: 2,619,655 gls Total Fuel Annual Usage: 4,737,066 gls

DEKALB COUNTY BOE INFORMATION

Sam A. Moss Service Center 1780 Montreal Road Tucker, GA 30084 2 each 10,000 gl Unl tank UST 2 each 10,000 gl Dsl tank UST	Mountain Industrial Fuel Depot (special truck access instructions) 1701 Mountain Industrial Blvd. Tucker, GA 30084 1 each 5,000 gl Unl tank UST - w/remote fills 2 each 10,000 gl Dsl tank UST - w/remote fills
South Campus Fuel Depot (Pump Truck Required) 2901 Clifton Springs Road Decatur, GA 30034 1 each 3,000 gl Unl tank AST 2 each 5,000 gl Dsl tank AST	Total Unl Annual Usage: 200,000 gls Total Dsl Annual Usage: 2,300,000 gls Total Fuel Annual Usage: 2,500,000 gls

ROCKDALE COUNTY INFORMATION

2570 Old Covington Hwy, Conyers GA 30012 1 each 20,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST	911 Chambers Drive, Conyers GA 30012 1 each 500 gl Dsl tank UST 1 each 1,200 gl Dsl tank UST 1 each 2,300 gl Dsl tank UST
Total Unl Annual Usage: 283,200 gls Total Dsl Annual Usage: 84,000 gls	

DAWSON COUNTY INFORMATION

Burt Creek Complex 946 Burt Creek Road Dawsonville, GA 30534 1 each 10,000 gl Unl tank UST 1 each 10,000 gl Dsl tank UST	Riverview Middle School 2156 Hwy 9 South Dawsonville, GA 30534 1 each 1,000 gl Unl tank UST 1 each 3,000 gl Dsl tank UST
Total Unl Annual Usage: 142,000 gls Total Dsl Annual Usage: 180,000 gls Total Fuel Annual Usage: 322,000 gls	

COBB COUNTY SCHOOL DISTRICT AND BOC INFORMATION AND STIPULATIONS

1. The CCSD wishes to pressure test all tanks belonging to the School District during the month of July in order to comply with the EPA regulations. CCG pressure tests all tanks belonging to the Government every five years to comply with the EPA regulations.
2. If not capable of delivering all fuel in a metered tank, the CCSD/CCG requires stick measure of the storage tanks before and after each delivery to be recorded on the bill of lading.
3. Goods covered by this invitation to bid shall comply with all Federal and State occupational safety & health acts.
4. The successful vendor must call 770-426-3528 before each delivery, so that staff will be available to unlock the tanks when the vendor arrives. The tanks will be measured before and after each delivery in the presence of the vendor.

COBB COUNTY SCHOOL DISTRICT INFORMATION	
South Cobb Vehicle Maintenance 620 South Cobb Drive Marietta, GA 30060 1 each 12,000 gl Unl tank UST 2 each 12,000 gl Dsl tank UST	Sanders Road Vehicle Maintenance 3826 Sanders Road Marietta, GA 30060 2 each 15,000 gl Dsl tank UST 1 each 15,000 gl Unl tank UST
Baker Road Shop 2351 Baker Road Acworth, GA 30101 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST	Administrative-Maintenance Facility 538 Glover Street Marietta, GA 30060 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST
J. J. Daniell Middle School 2900 Scott Road Marietta, GA 30066 1 each 12,000 gl Dsl tank UST	Kennesaw Warehouse 6975 Cobb Int'l Blvd Kennesaw, GA 30152 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST
Mabry Middle School 2700 Jims Road Marietta, GA 30066 1 each 12,000 gl Dsl tank UST	Pine Mt. Middle School 2720 Pine Mt. Circle Kennesaw, GA 30144 1 each 12,000 gl Dsl tank UST
Mars Hill Road Shop 2865-B Mars Hill Road Acworth, GA 30101 1 each 12,000 gl Unl tank UST 1 each 12,000 gl Dsl tank UST	Total Unl Annual Usage: 125,000 gls Total Dsl Annual Usage: 2,100,000 gls Total Fuel Annual Usage: 2,225,000 gls

COBB COUNTY BOC INFORMATION	
Fleet Management 1940 County Services Pkwy Marietta, GA 30008 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST	McCollum – Precinct # 1 2380 N. Cobb Pkwy Kennesaw, GA 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tank UST

COBB COUNTY BOC INFORMATION	
Austell – Precinct # 2 4700 Austell Rd Austell, GA 1 each 15,000 gl Unl tank UST 1 each 6,000 gl Dsl tnk UST	Cumberland – Precinct # 3 1901 Cumberland Pkwy Smyrna, GA 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tnk UST
Lower Roswell –Precinct # 4 4700 Lower Roswell Rd Marietta, GA 1 each 15,000 gl Unl tank UST 1 each 500 gl Dsl tnk UST	Midway – Precinct # 5 4640 Dallas Hwy Marietta, GA 1 each 15,000 gl Unl tank UST 1 each 15,000 gl Dsl tnk UST
Main Water System 680 South Cobb Dr Marietta, GA 1 each 20,000 gl Unl tank UST 1 each 20,000 gl Dsl tnk UST	Cobb County Transit (CCT) 463 Commerce Park Dr Marietta, GA 1 each 10,000 gl Dsl tank UST 1 each 15,000 gl Dsl tank UST
Noonday Treatment Plant 415 Shallowford Rd Kennesaw, GA 1 each 2,500 gl Unl tank UST 1 each 1,000 gl Dsl tnk UST	Northwest Treatment Plant Old Hwy 41 Kennesaw GA 1 each 2,500 gl Unl tank UST 1 each 1,000 gl Dsl tnk UST
Sutton Treatment Plant 5175 Atlanta Road Smyrna, GA 1 each 2,500 gl Unl tank UST 1 each 2,500 gl Dsl tnk UST	South Cobb Treatment Plant 490 Lee Industrial Blvd Austell, GA 1 each 2,500 gl Unl tank UST 1 each 1,000 gl Dsl tnk UST
Station # 14 Mountain View 2905 Library Lane Marietta, GA 1 each 1,500 gl Unl tank UST 1 each 1,500 gl Dsl tnk UST	Total Unl Annual Usage: 1,500,000 gls Total Dsl Annual Usage: 850,000 gls Total Fuel Annual Usage: 2,350,000 gls

ALANTA PUBLIC SCHOOLS SYSTEM INFORMATION AND STIPULATIONS

1. Atlanta Public Schools will purchase fuel on an as-needed basis.
2. Fuel provided under this contract must comply with all federal and state occupational safety and health acts.
3. The fuel storage tanks are located underground.
4. Atlanta Public Schools may pressure test all tanks belonging to APS during the month of July to comply with the EPA regulations.
5. If not capable of delivering all fuel in a metered tank, APS requires stick measure of the storage tanks before and after each delivery to be recorded on the bill of lading.

6. The successful bidder must call 404-802-5539 before each delivery, so that we can have someone meet the vendor with the keys to unlock the tanks. The tanks will be measured before and after each delivery in the presence of the vendor.
7. Primary delivery time for APS is between 8:30 a.m. to 3:30 p.m.

ATLANTA PUBLIC SCHOOLS SYSTEM INFORMATION			
Location:	APS Fleet Maintenance 1631 LaFrance Street Atlanta, GA 30307	Location:	APS Transportation 1661 Metropolitan Atlanta, GA 30315
Type:	Ultra Low Sulfur Diesel and 87 Octane Gasoline	Type:	Ultra Low Sulfur Diesel
Day:	Monday – Friday	Day:	Monday – Friday
Time:	8:00 am to 3:30 pm	Time:	7:30 am- 1:30 pm and 3:00 pm - 5:00pm
Storage:	1 @ 15,000 gallon capacity 1@ 4,000 gallon capacity	Storage:	Two fuel tanks, 15,000 gallon capacity
Location	CLL Building 130 Trinity Ave. Atlanta, Georgia 30303	Location:	Price Middle I 1670 Benjamin W. Bickers Drive, SW Atlanta, Georgia 30315
Type:	Ultra Low Sulfur Diesel	Type:	Ultra Low Sulfur Diesel
Day:	Monday – Friday	Day:	Monday – Friday
Time:	7:30 am-1:30 pm and 3:00 pm - 5:00 pm	Time:	7:30 am - 1:30 pm and 3:00 pm - 5:00 pm
Storage:	One fuel tank, 800 gallon capacity	Storage:	One fuel tank, 100 gallon capacity
Location:	Benjamin Mays High School 3450 Benjamin E. Mays Drive, SW Atlanta, GA 30311	Location:	North Atlanta High School 4111 Northside Pkwy, NW Atlanta GA, 30327
Type:	Ultra Low Sulfur Diesel	Type:	Ultra Low Sulfur Diesel
Day:	Monday – Friday	Day:	Monday – Friday
Time:	7:30 am-1:30 pm and 3:00 pm - 5:00 pm	Time:	7:30 am – 1:30 pm and 3:00 pm – 5:00 pm.
Storage:	One fuel tank, 100 gallon capacity	Storage:	One fuel tank , 100 gallon capacity
Total Unl Annual Usage: 76,000 gls			
Total Dsl Annual Usage: 838,000 gls			
Total Fuel Annual Usage: 914,000 gls			

HENRY COUNTY BOC INFORMATION	
Fleet Services 121 Work Camp Road McDonough, GA 30523 1 each 15,000 gal. Unleaded tank 1 each 15,000 gal. Diesel tank	Fleet Services 680 Fairview Road Stockbridge GA 30251 1 each 10,000 gal Unleaded tank 1 each 10,000 gal Diesel tank
Total Unleaded Annual Usage: 750,000 gal.	
Total Diesel Annual Usage: 150,000 gal.	
Total Fuel Annual Usage: 900,000 gal.	

NGFC Municipality Payment Terms	
Gwinnett County BOC and BOE	Net 30 Days or Net 15 Days using E-Payables
City of Atlanta	Net 30 Days
City of Covington	Net 30 Days
Fulton County	Net 30 Days
City of Marietta	Net 30 Days
City of Marietta Schools	Net 30 Days
Forsyth County	Net 30 Days; unless discount is provided for Net 15 Days
Jackson County	Net 30 Days
Dawson County BOC and BOE	Net 30 Days
City of Gainesville	Net 30 Days
City of Smyrna	Net 30 Days
Cobb County BOE	Net 30 or .0100 cpg/Net 10
Cobb County BOC	Net 30 Days
DeKalb BOC	Net 30 Days
DeKalb BOE	Net 30 Days
Rockdale County	Net 30 Days
Atlanta Public Schools	Net 30 Days

NGFC Municipality Delivery Information	
Gwinnett County BOC and BOE	Information in bid document
City of Atlanta	8:00am - 6:00pm Monday thru Thursday
City of Covington	8:00am - 4:00pm, Monday - Friday
Fulton County	Big Creek Pumping Station: 8:00am – 3:30pm, Monday - Friday Central Maintenance Facility: 8:00am - 3:30pm, Monday - Friday Charlie Brown Airport: 24/7 Willis Mill: 8:00am -3:30pm, Monday - Friday North Service Center: 24/7 South Service Center: 24/7 Stonewall Camp: 8:00am -3:30pm, Monday - Friday
City of Marietta	8:00am-4:00pm / Monday Thru Sunday
Forsyth County	Monday through Friday, excluding holidays, 8:00 – 5:00. After hours deliveries can be made if required
Jackson County	24 hours / 7 days a week
Dawson County BOC and BOE	8:00am - 5:00pm, Monday - Friday
City of Gainesville	8:00am - 5:00pm, Monday - Friday
City of Smyrna	8:00am - 4:00pm, Monday - Friday
Cobb County BOE	Baker Rd bus shop: 6 am – 10 am Mars Hill Rd bus shop: 6 am – 10 am Sanders Rd bus shop: 6 am – 10 am South Cobb bus shop: 6 am – 10 am Maintenance Bldg. on Glover St: 6 am – 10 am Warehouse: 6 am – 10 am Mabry Middle School: 6 am – 7 am Pine Mountain Middle School: 10 am – 1 pm Walton High School: 10 am – 1 pm Daniell Middle School: 10 am – 1 pm
Cobb County BOC	24 hours / 7 days a week

DeKalb BOC	8:00 am to 12:00 pm for 7500 gallons Monday - Friday and 1000 gallons 7:00 to 5:00 pm Monday - Friday	
DeKalb BOE	Normally 5:30am to 5:00pm Monday thru Friday. Additional hours can be done with prior arrangement, preferably w/ 24hrs notice minimum. We prefer early morning deliveries to avoid bus/tanker congestion at the facilities.	
Atlanta Public Schools	8:00am - 5:00pm, Monday – Friday, occasional weekends	
NGFC Municipality Annual Volumes by Location		
Gwinnett County BOC and BOE	Fuel Site	Gallons Dispensed (Diesel and Unleaded)
	JCB	341,516
	Snell MS	102,787
	Berkley Lake	482,204
	Oakland	527,471
	Southside	291,182
	Swanson	836,039
	Ham Mill	415,576
	Buford	580,170
	Seaboard	558,094
	Scenic Hwy	708,831
	L'ville Hwy	616,319
	Snell Tag	606,128
		Maddox Park
Northside Dr		178,746
Hill Street		292,458
Claire Drive		645,444
Chester Ave		54,320
Howell Mill		293,970
City Hall		36,073
Chastain		51,712
Airport Building 4		151,108
Airport Building 6		22,770
Fire Station 1		14,866
Fire Station 5		6,784
Fire Station 8		4,821
Fire Station 10		10,922
Fire Station 12		18,156
Fire Station 16		8,330
Fire Station 25		8,332
Fire Station 26		7,723
Fire Station 31		5,994
Fire Station 38	11,497	

Fulton County	Big Creek Pumping Station	48,150
	Central Maintenance Facility	143,600
	Charlie Brown Airport	160,000
	Willis Mill	22,200
	North Service Center	28,700
	South Service Center	88,000
	Stonewall Camp	165,400
	Fire Stations	50,000
City of Marietta	Public Works	220,085
	Public Safety	137,260
	Fire Station No.2	6,619
	Fire Station No.4	3,949
	Fire Station No.5	5,306
	Fire Station No.6	3,903
	Marietta City Club	8,000

NGFC Municipality Annual Volumes by Location		
Forsyth County	212 Veteran's Memorial Blvd.	151,500
	4140 County Way	151,500
	3520 Settingdown Road	
	151,500	
	800 McFarland Road	38,750
	3680 Old Atlanta Road	
	38,750	
	7385 Browns Bridge Road	38,750
	3805 Canton Highway	38,750
	4045 Carolene Way	151,500
Dawson County BOC and BOE	234 Castleberry Ind. Dr.	
	38,750	
	Burt Creek Complex	222,000
City of Gainesville	Riverview Middle School	100,000
	Alta Vista Fuel Site	367,690
	Bradford Street Site	122,268
Atlanta Public Schools	1631 LaFrance Street	84,000
	1661 Metropolitan	830,000

Failure To Return This Page As Part Of Your Bid Document May Result In Rejection Of Bid.

BID SCHEDULE

****Total price will be based on (Weekly Discount/Mark-Up + price per gallon) x Estimated Annual Quantity not including taxes****

ITEM #	EST. ANNUAL QTY.	UNIT	DESCRIPTION	WEEKLY DISCOUNT/ MARK-UP	DAILY DISCOUNT/ MARK-UP	PRICE PER GALLON (OPIS)*	TOTAL**
1	15,799,062	Gal.	Diesel Fuel, ultra-low sulfur, #2 Full Transport Load Quantity			\$1.22	
2	3,629,094	Gal.	Diesel Fuel, ultra-low sulfur, #2 Tank Wagon Load Quantity			\$1.22	
3	11,686,222	Gal.	Low Sulfur Gasoline Ethanol Full Transport Load Quantity			\$1.30	
4	2,981,274	Gal.	Low Sulfur Gasoline Ethanol Tank Wagon Load Quantity			\$1.30	
BID TOTAL							\$

*** For evaluation purpose only**

State cost of split deliveries \$ _____ This is for different location sites and does not apply to multiple tanks at one site. Primary site cannot be charged in fee.)

State pump fee \$ _____ State short load fee \$ _____ (less than 7,200 gallons – Diesel; less than 8,000 gallons – Unleaded))

North Georgia Fuel Cooperative 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 the NGFC to declare bid non-responsive. Contract to begin on August 31, 2017.

Unless otherwise noted, quoted prices will remain firm for four (4) additional years. **NGFC reserves the right to negotiate pricing/discounts for the additional renewal periods based on increased volumes from increased participation.**

If a percentage decrease will be part of this bid, please note this in the space provided.

1st renewal period _____

2nd renewal period _____

3rd renewal period _____

4th renewal period _____

COMPANY NAME _____

Failure To Return This Page As Part Of Your Bid Document May Result In Rejection Of Bid.

BID SCHEDULE (CONTINUED)

If a percentage increase will be a part of this bid, please note this in the space provided.

1st renewal period _____

2nd renewal period _____

3rd renewal period _____

4th renewal period _____

TERMINATION FOR CAUSE:

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

TERMINATION FOR CONVENIENCE:

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

TERMINATION FOR FUND APPROPRIATION

The NGFC and any of its participants may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier(s). In the event of the NGFC and its participant's termination of this Agreement for fund appropriation, the Supplier(s) 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.

Certification of Non-Collusion in Bid Preparation _____
Signature
Date

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within 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, delivered to the designated point(s) within the time specified in the bid schedule.

Legal Business Name _____ Federal Tax ID _____

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

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

PRODUCT SUPPLIER CONFIRMATION

State of _____

County of _____

Personally came _____, who being first sworn, on oath deposes and says as follows:

1) My name is _____ and that I am the _____
of _____, Product Supplier (Supplier)
(Title)

to the USTs located at _____
(Facility Name and Address)

2) That in my capacity of _____ of Supplier, I am familiar
(Title)

with the books and records maintained in the regular course of Supplier's business, especially concerning the sale of petroleum and the collection of and payment by Supplier of Environmental Assurance Fees (EAFs) for participants in the Georgia Underground Storage Tank (GUST) Trust Fund to the State of Georgia.

3) That the records of Supplier show that EAFs were collected on all petroleum product delivered to

(Facility Name and Address)

and that all EAFs so collected were properly and timely remitted to its distributor, _____
for payment to the GUST Trust Fund or directly to the GUST Trust Fund as provided by the Underground Storage Tank Act and The Rules for Underground Storage Tank Management.

4) That I am aware that the Environmental Protection Division will rely on the representations made and information provided herein in determining whether _____ is a participant in the GUST Trust Fund for the facility located at _____, and I further warrant and represent that Supplier's records of EAF collection and payment are available for inspection and audit by the employees or authorized agents of the Georgia Environmental Protection Division or State of Georgia.

(Signature)

Sworn to and subscribe before me this
_____ Day of _____, 20_____

Notary Public
My Commission Expires _____
(Seal)

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.

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 _____

COMPANY NAME _____



BL113-20 Purchase of Gasoline and Diesel Fuel on an Annual Contract
CODE OF ETHICS AFFIDAVIT

Page 25

***(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH
YOUR SUBMITTAL AND WILL BE 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 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. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this
_____ day of _____, 20____

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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



CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Company Address

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 202__

Notary Public
My Commission Expires:

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

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

STANDARD INSURANCE REQUIREMENTS

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.

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

BL0113-20

Buyer Initials: MD

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

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

GWINNETT COUNTY (PPA)
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- 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 bidder(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, 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 bidder 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 BIDDERS

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

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids 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 bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which 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 bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually 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 bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid 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 was submitted.

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

Bid 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, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, 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 bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid 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 bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. 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 lowest responsive and responsible bidder. 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 bidder to perform, and the bidder 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 bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

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 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 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 delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XVII. CONTRACT

Each bid 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 bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. 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 bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder 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 bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in 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 requested 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 (61st) 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

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. 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 low responsive and responsible bidder, 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 bid, 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 procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders 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 bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders 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 & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of 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 with 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 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

XVIII. 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.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor 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 are in compliance with the Illegal Immigration Reform and Enforcement Act. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

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 three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

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.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXIII. PENDING LITIGATION:

A bid 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 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](#).

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 sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.