



gwinnettcounty

April 23, 2009

**INVITATION TO BID:
BL063-09**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Panasonic Toughbook Computers on an Annual Contract** with Three (3) Options to Renew for the Department of Information Technology Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# (**BL063-09**) and Company Name. Bids will be received until **2:50 P.M. local time on Tuesday, May 12, 2009** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30045. 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 Janice Bradshaw, Purchasing Associate III, at Janice.bradshaw@gwinnettcounty.com or by calling 770-822-8731, no later than **Friday, May 1, 2009**. 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 Percy Scott, Gwinnett County Justice and Administration Center, 770-822-7016.

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. With limited response, Gwinnett County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

All companies submitting a bid will be notified in writing of award.

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

Janice Bradshaw

Janice Bradshaw, CPPB
Purchasing Associate III

The following pages **should** be returned in duplicate as your bid: Bid Schedule, Pages 4-6
References, Page 7
Warranty Information



SCOPE

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the procurement of various configurations of Panasonic Toughbook computers and optional accessories on an annual contract with three (3) additional one-year options to renew. The bid must reflect the total cost (including shipping and handling) of the Toughbook computers. The price structure must also include a standard discount rate below the Western States Contracting Alliance (WSCA) price. For example, **(WSCA price minus percentage (%) OFF = County Price)**. Gwinnett County does not pay late fees, and any supplier wishing to provide the computers must agree to waive such charges.

The service provider shall provide the following services:

- A weekly report outlining the status of all pending orders. The supplier shall provide the following service:
- The supplier must assign the County an account manager and a central contact for billing purposes.
- Approved orders must be shipped within 10-15 business days of receipt.
- The supplier should respond to pricing and product information requests within four (4) hours of request.
- All hardware equipment must be configured according to the specifications set forth in the order and shipped fully configured (no partial shipments).
- A company that has been in business not less than 5 years directly relating to computer equipment sales and services for mid to large size companies and governments.
- Ability to provide value added services such as Internet based order tracking, ordering, order history, and standard or custom system configurations.
- The supplier or representative must provide system support via Internet and toll free access to technical support.
- The supplier must implement a procedure that will enable Gwinnett County to order repair parts when needed.
- The supplier must supply the County with an Internet page capable of supplying order tracking from receipt to delivery, maintaining standard system configurations available for purchase, order history, system configuration history, and the ability to configure custom systems.
- The supplier must be capable of processing and accepting orders placed by telephone, fax, purchase orders, or the Internet.
- The supplier must be capable of processing payment received via procurement cards or checks. The total quoted price for equipment must include all processing fees, shipping, and convenience fees.

SYSTEM CONFIGURATION –REQUIREMENTS

All responses must offer a comprehensive selection of Toughbook computer equipment and options such as port replicators, memory upgrades, hard drives, wireless cards, etc. For comparison purposes, listed on the Bid Schedule are the models Gwinnett County currently purchases. However, Gwinnett County will need the ability to order various models and specifications throughout the contract period. The response should include Panasonic Toughbook computers designed for the rugged utilization in outdoor environment, not the consumer market. Three-year warranty coverage and technical support (**Toughbook Preferred Warranty**) should be included in the overall price. **Please state if this coverage is included in your price and list exactly what the warranty covers. (Use additional sheet if needed.)**

1. The computers to be purchased will be used to replace existing outdated equipment and also to provide new laptops as needed. Due to compatibility with existing docking stations and vehicle mounts, substitutions are not permitted. The computers specified on the Bid Schedule are Panasonic. Brand name listed is for compatibility with existing equipment already in service.
2. No installation, configuration, training or professional services will be required for this equipment.
3. The computers must be new and **fully assembled**.
4. No substitutions of equipment or specifications are permitted.
5. All computers will be shipped to the Department of Information Technology Services and then distributed to the appropriate department.
6. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
7. All questions or request for additional information must be addressed to Janice Bradshaw, Purchasing Associate III, at Janice.bradshaw@gwinnettcountry.com or fax 770-822-8728.
8. Failure to return the following bid documents may result in bid being deemed non-responsive and automatic rejection.
 - a) Failure to use County Bid Schedule.
 - b) Failure to return requested information.
 - c) Failure to return applicable addenda.
 - d) The County shall be the sole determinant of technicality vs. non-responsive bid.
9. Gwinnett County is tax-exempt from state and local taxes. Billing should not include taxes.
10. Quantities are estimated for bid purposes only and not to be construed as a commitment to order a specific quantity. Items will be ordered as needed.
11. **NOTE:** The percentage of discount off the WSCA price will be used to determine the pricing for other models with different specifications that may be ordered throughout the contract period.

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

BID SCHEDULE

(All computers will be shipped to the following address.)

Delivery will be F.O.B. Destination to: Gwinnett County Department of Information Technology Services
 75 Langley Drive
 Lawrenceville, GA 30045

(PRICES MUST INCLUDE FREIGHT/SHIPPING CHARGES.)

SECTION A: Panasonic Toughbook CF-30

					PURCHASE PRICE	
ITEM #	APPROX. QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
1.	123 EA	Toughbook 30 * - Full magnesium alloy case with handle 13.3" LCD with optional 1,000 nit touchscreen LCD - MIL-STD-810F- and IP54-compliant 3-foot drop approved - Sealed all-weather design 160GB shock-mounted, quick-release hard drive - Mobile broadband ready design Optional integrated <u>Gobi™</u> 3G Global Mobile Internet (for <u>Sprint</u> and <u>Verizon Wireless</u> networks)	CF-30*		\$	\$
Base unit listed above is to include one each of the following: 2GB memory (pre-installed), 2GB Memory (pre-installed) for total of 4GB - Toughmate Stylus with tether						
				Check if Option is Included in Price Above		List Unit Price for Option or Reason Price is not Listed
OPTIONAL EQUIPMENT: Please provide pricing for each of the options listed below or note reason why N/A.				YES	NO	
a.	EA	AT&T Wireless Card				\$
b.	EA	Windows XP downgrade option				\$
c.	EA	Sealed Rubber Backlit Keyboard				\$
d.	EA	Plastic Emissive Backlit Keyboard				\$
e.	EA	DVD Multi-Drive (DVD-RAM/DVD-RW/CD-RW**)				\$
f.	EA	Network Adapter – 802.11N				\$
g.	EA	DC Power Adapter				\$
h.	EA	5 Year Computrace Complete	CF-30KAPAQAM			\$
i.	EA	Ledco Docking Station	DS.CFX.ESS.X (screen stiffener)			\$

Note: All parts are to be assembled and ready to use. If an optional item is included in price of Toughbook, please check yes or no above but also list price as option or reason it's not applicable.

COMPANY NAME _____

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BID SCHEDULE

(PRICES MUST INCLUDE FREIGHT/SHIPPING CHARGES.)

SECTION B: Panasonic Toughbook CF-19*

SECTION B: Panasonic Toughbook CF-19*					PURCHASE PRICE	
ITEM #	APPROX QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
2.	90 EA	Toughbook 19* - Full magnesium alloy case with hand strap - Standard 10.4" touchscreen or dual touch LCD (touchscreen and digitizer) models 1,000 Nit screen brightness - Wireless, Fully-rugged PC Convertible to Tablet PC 3-foot drop approved - Sealed all-weather design 160GB shock-mounted, quick-release hard drive - MIL-STD-810F and IP54- compliant - Mobile broadband ready design - Optional integrated Gobi™ 3G Global Mobile Internet (for Sprint and Verizon Wireless networks)	CF-19*		\$	\$
Base unit to include one each of the following:				(NOTE: We are asking for a total of 4GB)		
2GB Memory *Panasonic (pre-installed)			CF-WRBA602G			
2GB Memory *Panasonic (pre-installed)			CF-WRBA602G			
				Check if Option is Included in Price Above		List Unit Price for Option or Reason Price is not Listed
OPTIONAL EQUIPMENT: Please provide pricing for each of the options listed below or note reason why N/A.				YES	NO	
a.	EA	Windows XP downgrade option				\$
b.	EA	Standard Plastic Keyboard (no rubber keyboard)				\$
c.	EA	Network adapter – 80211N	F5D8071			\$
d.	EA	Extra 3 Pin A/C Adapter	CF-AA1633AM			\$
e.	EA	AT&T wireless card				\$

Note: All parts are to be assembled and ready to use.

If an optional item is included in price of Toughbook, please check yes or no above but also list price as an optional item or list reason it's not applicable.

COMPANY NAME _____

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

BID SCHEDULE

IMPORTANT: LIST THE DISCOUNT PERCENTAGE (%) _____ (WSCA minus % OFF = COUNTY PRICE.)

- The percentage of discount off the WSCA price will be used to determine the pricing for other models with different specifications that may be ordered throughout the contract period.
- Three-year warranty coverage and technical support (**Toughbook Preferred Warranty**) should be included in the overall price. Please state if this coverage is included in your price and list exactly what the warranty covers. Use additional sheet if required.

PURCHASE OF TOUGHBOOK COMPUTERS AND OPTIONAL EQUIPMENT:

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. Unless otherwise noted, quoted prices will remain firm for three (3) additional one-year periods. If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation.

Renewal Options:

Option 1 Renewal (year two of contract period):	_____ % Increase	_____ % Decrease	Explanation: _____
Option 2 Renewal (year three of contract period):	_____ % Increase	_____ % Decrease	Explanation: _____
Option 3 Renewal (year four of contract period):	_____ % Increase	_____ % Decrease	Explanation: _____

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

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the supplier. In the event of the County's termination of this agreement for convenience, the supplier 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 supplier, 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 sixty (60) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule.

Legal Business Name _____ Federal Tax ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

REFERENCES

Gwinnett County requests a minimum of three, (3) references who have purchased similar products from your company..

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 _____

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.

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

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. Although the Purchasing Division will make every effort to send any addendum to known bidders, it is the bidder's ultimate 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. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

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):

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. 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.

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.

XV. 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 payment request 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 $\frac{1}{2}\%$ 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 Percy Scott, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30045, 770-822-7016.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

XXVII. TAX LIABILITY:

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

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION:

State Law requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

By submitting a proposal 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 O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall

be maintained and may be inspected by the County at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the County, signed by the contractor, and will become part of the contract.

XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

It is the policy of Gwinnett County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on County-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. 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 O.C.G.A. § 13-10-91 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 physical performance of services where more than three (3) 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 O.C.G.A. § 13-10-90(2) may 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 O.C.G.A. § 13-10-90(2), 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 O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

XXX. SOLID WASTE ORDINANCE:

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to confirm to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders. An application to be listed as an approved hauler may be obtained from the Department of Financial Services, License and Revenue Division, 678-377-4101.

XXXI. 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).

DIRECTIONS TO GJAC BUILDING FROM I-85

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