



October 15, 2019

**INVITATION TO BID
BL118-19**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for the **Provision of Landscaping Maintenance Services at Various Gwinnett County Facilities on an Annual Contract** with four (4) additional one year options to renew for the **Department of Support Services**.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Bidders Name or Company Name. Bids will be received until **2:50 p.m. Monday, November 4, 2019** at the Gwinnett County Financial Services - Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date 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.

A **pre-bid conference** is scheduled for **10:00 a.m. on Thursday, October 24, 2019 at the Gwinnett County Purchasing Division, 75 Langley Drive - Second Floor, Lawrenceville, Georgia 30046**. **All bidders are strongly urged to attend**. Questions regarding bids should be submitted to Marlo Puckett, Purchasing Associate III, via email marlo.puckett@gwinnettcounty.com no later than **3:00 p.m. local time, Friday, October 25, 2019**. 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 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 document supersedes 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.

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

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

Marlo Puckett, CPPB
Purchasing Associate III

The following pages should be returned in duplicate as your bid: **Bid Schedule, Pages 13-15**
References, Pages 16-17
Code of Ethics Affidavit, Page 18
Contractor Affidavit, Page 19



**PROVISION OF LANDSCAPING MAINTENANCE SERVICES AT VARIOUS
GWINNETT COUNTY FACILITIES ON AN ANNUAL CONTRACT**

INTRODUCTION

The Operations and Maintenance Division of the Gwinnett County Department of Support Services is soliciting bids from qualified Service Providers for Comprehensive and Partial Landscaping Maintenance Services at 30 facilities. The requested services vary depending on the location and may include any or all of the specific services and/or work items described below in Section I, Scope of Services. The Scope of Services includes the following activities that will be compensated at fixed monthly rates:

- I.A General Grounds Care: Inclusive of Lawn Mowing, Trimming and Edging, Removal of Trash and Debris, and Management of Ornamental Shrubs, Trees, and Landscaped Beds (19 Facilities)
- I.B.1 Irrigation System Start-Up, Monitoring, and Winterization (6 Facilities)

The following activities or work items also are included under the Scope of Services to be provided as requested and authorized by the County and will be compensated as stated for each item.

- I.B.2 Irrigation Systems Repairs and Modifications are to be provided as requested by the County and are to be compensated on a time and material basis. (6 Facilities)
- I.C Mulching of Planted Beds may be requested twice per year by the County and will be compensated per application. (30 Facilities)
- I.D Landscaping Enhancements may be requested by the County and will be furnished by the Service Provider on a time and material basis. (30 Facilities)

The County has determined that the above services and their allocation by facility or facility type is the most beneficial way of supplementing our in-house maintenance functions, which also will be occurring at some of these locations. The selected Service Provider should be prepared to coordinate its work, where necessary, with the services provided by the County and by other grounds services vendors. The County reserves the right to add facilities during the contract period at mutually agreeable and comparable rates, and to delete facilities as needed. The services will be on an annual basis, with four (4) one (1) year options to renew.

The facilities included in the Scope of Services are listed and described in Section I.

I. SCOPE OF SERVICES

A. General Grounds Care

The facilities covered under this category are the County's 15 library branches, including the entire property where branches are located with other facilities on the same property, Animal Welfare and Enforcement, The Bicentennial Plaza, Buford One Stop Center and Norcross One Stop Center. Most of these properties are accessible to the public seven days per week and it is expected that services will be provided during normal County working hours. The services required on these facilities are to be comprehensive in nature. The Service Provider is to visit all facilities on a regular basis throughout the year, no less than once weekly in growing season (March – October) and twice monthly during the off-season (November – February), about two weeks apart. All properties must be maintained in entirety unless otherwise specified. The Service Provider will not be responsible for maintaining storm water retention ponds on these properties, and will temporarily be relieved of responsibility for parts of properties for the duration of major site improvement projects. Service Provider will submit a weekly report detailing all services that were completed on each property in the preceding week and providing an explanation for any scheduled service that was not completed.

1. General Clean-Up

The Service Provider shall provide a regularly scheduled clean-up of parking lots, driveways, sidewalks, walkways, plazas, porte-cocheres, and building entry ways and steps. On these visits, the Service Provider shall pick up and dispose of all trash, sticks, fallen tree limbs, leaves, and other unwanted debris from the lawns, tree/shrubbery/plant

beds, plazas, walkways, and other hardscapes and haul away all yard waste from the property. Service Provider is responsible for full cleanup after a storm other than fallen tree trunks, and is responsible for notifying the County Representative of fallen trees and hazardous conditions, such as down power lines, fence damage, or missing storm grates and manhole covers, and will mark such hazards with caution tape. Service Provider also shall extract weeds growing in joints of hardscape.

2. Lawn Mowing/Trimming/Edging

The lawns covered under this contract are a variety of sizes and types, and the Service Provider shall be responsible for viewing them to determine the requirements for maintaining each. Most of the lawns are either Bermuda or fescue, but some do not have clearly defined turf. (Note: Many of the facilities have zoned sprinkler systems for lawn/turf irrigation; however for those noted elsewhere herein, the systems have not been regularly utilized since 2008. The County has no intent to fully restore irrigation services, but may utilize all or portions of systems as needed in association with new or replacement turf, shrubs or trees.) Several of the library branches have very small lawn or turf areas, but the Service Provider is responsible for the regular comprehensive care described herein regardless of the size of the facility's lawn or turf area.

During the growing season, the Service Provider shall mow lawns and turf areas weekly. If weather does not permit mowing of a property on the scheduled service day, the property must be mowed on the following day as soon as weather permits. Intermittent inclement weather will not preclude the property from being serviced weekly. Prior to each mowing, Service Provider shall remove trash, sticks, and other unwanted debris from the lawns. Mowing shall be done with bagging or mulching equipment to prevent side discharges that may injure pedestrians or damage property, and to ensure a clean and neat appearance upon completion. Mowing patterns shall be alternated on a regular basis to prevent formation of ruts from the mower wheels. Mowers utilized shall be kept well maintained, and mower blades shall be kept sharp so as to not damage grass. During drier periods, the height of the cut shall be raised so as to prevent damage to grass, but grass must generally remain under 8" in height at all times between mowing, else the County may deem that weekly service for this section per property has not been provided.

With each mowing operation, the Service Provider also shall provide trimming and edging services with powered or manual equipment as needed, but at a minimum every two weeks during the growing season. All lawn areas shall be trimmed around lawn furniture, signs, trees, shrubs, planting beds, walkways, curbs, concrete pads, and other obstacles. The Service Provider also shall immediately remove and dispose of resultant grass clippings and other debris from walkways, curbs and planting beds. The Service Provider also shall remove all debris and weeds from said edging, and sweep or blow landscaped surfaces clean.

Warm Season Grasses: It is expected that the County will utilize predominantly warm season grasses on these properties. Lawns with warm season grasses will be scalped to a height of approximately 1.5 inches in early March prior to growing season. During the growing season, lawn areas with warm season grasses will be maintained at a height of 2 to 2.5 inches. As noted earlier, exceptions may be made to this requirement during particularly dry periods. When warm season grasses are fully dormant, no mowing and associated trimming and edging will be required.

Cool Season Grasses: This section is included to specify the requirements for possible future property additions to the contract. During the mowing season, lawns with cool season grasses typically will be maintained at a height of from 3 to 4.5 inches. The Service Provider may use its professional judgment to insure that grass blades are adequate in length to shade the root system. Exceptions may be made to this requirement during particularly dry periods, but grass must remain under 8" in height at all times between mowing. Outside of the prime mowing season for these grasses, Service Provider shall monitor lawns to determine if any mowing and associated trimming is necessary. If such services are required, Service Provider shall mow and trim lawns to maintain a neat appearance.

Aeration of cool season grasses such as tall fescue shall be in conjunction with over seeding, and shall be implemented once per year in early fall prior to the early fall application of fertilizers. This service must be scheduled with the County Representative and also coordinated with the Grounds Chemical Application service provider. Aeration of fescue shall consist of removing soil plugs to a depth of 1 ½ to 2 inches uniformly over the entire lawn.

Overseeing of fescue lawns shall be implemented with a turf-type fescue applied at a rate of 4 to 5 pounds per 1,000 sq. ft.

Centerville Branch Library and Community Center and Senior Center: This facility includes a pond and trail. The grounds surrounding the facility and its parking area, including a Bermuda plaza at the rear of the building, are to receive the frequency and intensity of services described above. The rough lawn areas in the park-like area around the pond are to be mowed and/or bush hogged at minimum twice monthly about two weeks apart from April through October and monthly from November through March.

3. Management of Ornamental Shrubs, Trees, and Landscaped Beds

The County requests a program for the management and upkeep of the ornamental shrubs and trees in the various bed areas, median strips and islands. This program will be a comprehensive maintenance effort intended to support the health and growth of the plant material; keep it free of damage by insects, fungi and disease; and shape and maintain it in a neat and aesthetically pleasing manner.

a. Weed Control

The Service Provider shall weed all beds containing ground cover, perennials, shrubs, and trees on a weekly basis throughout the growing season to maintain a neat appearance at all times. Weed control will be accomplished through cooperation between the Landscaping Maintenance service provider and the Grounds Chemical Applications service provider. It is accepted that not all beds can be treated with chemicals due the variety of shrubs and trees, and chemical treatment schedules may be disrupted by weather conditions. Meetings will be scheduled by the County Representative at least twice per year, or more often if necessary, requiring both providers to attend to address any problems and determine the level of responsibility each provider has in the on-going proactive and reactive elimination of weeds, vines, and ivy. Service provider will also cut and remove all vines and ivy growing on bushes and trees in beds and around or near parking lots and walkways and trim ivy to a minimum of three feet away from any paved surfaces. Ivy growing from a neighboring property must be controlled at the property line. Service Provider is responsible for bringing all beds into compliance, even if it appears that they have not been maintained previously.

b. Pruning

Service Provider shall prune ornamental shrubs in accordance with proper horticultural practices and industry standards. Shrubs shall be pruned as necessary to remove dead branches, develop the natural form of the plants and create the effect desired by the County. Shrubs that require trimming and shearing to maintain a formal appearance will be trimmed and/or sheared up to four (4) times in growing season, or as requested by the County. Flowering shrubs will be pruned after blooming. The Service Provider will provide one severe pruning of shrubs late in the dormant season if required by proper horticultural practices. Shrubs next to buildings, signs, mechanical units or other fixtures shall be trimmed and maintained to provide full access and full visibility. The Service Provider will not be responsible for rejuvenation pruning of overgrown shrubs as a basic service, but will be responsible for trimming such shrubs to prevent encroachment on walkways or parking areas, even where such trimming does not appear to have taken place regularly. Service provider may suggest removing an entire bush where pruning will not produce favorable results, and can do so in lieu of pruning only when approved by the County representative. Service provider will be expected to make recommendations on appropriate replacement shrubs and landscape features in order to maintain a neat and pleasing appearance of landscaped areas.

The Service Provider shall edge and prune groundcovers to contain them within their borders. The Service Provider also will cut back and prune perennials at appropriate times.

The Service Provider shall prune all trees to below 12 feet in height that are within beds or tree rings at least once per year. A formal pruning including cuts to lateral branches and buds will be made once per year on each property. During regular site visits, subsequent pruning will be made to keep branches 3 feet away from buildings and eliminate suckers, water sprouts and low hanging branches below 8 feet that obstruct walkways and driveways. All tree pruning will be performed under the guidelines provided by the National

Arborist Association for Class II, Standard Pruning. Service Provider is responsible for cutting and removing dead tree branches up to 8 feet high. Complete removal of trees, if necessary, may be suggested by the Service Provider but will be determined solely by the County and will be performed by a tree removal contractor.

Service Provider shall clean up and dispose of all debris caused by any of the above described pruning activities. Unless directed differently by the County, the Service Provider will complete these cleanup activities on the same day that the pruning is performed.

B. Irrigation System Maintenance Services

Due to the impact of the major drought in 2007/2008, the County ceased use of landscape irrigation systems on most of its facilities and has not resumed comprehensive use of such systems since then. Presently, the County provides irrigation services at the following facilities under this contract:

Gwinnett Justice and Administration Center including Fallen Heroes Memorial and Bicentennial Trail along Constitution Blvd. (multiple systems)
One Justice Square
Medical Examiner's Office and Morgue
Bicentennial Plaza
Hamilton Mill Branch Library (drip system)
Lilburn Branch Library and City Hall

This bid shall include pricing for maintenance services at these properties. In future years, the County may fully or partially restore irrigation services at other properties, or may restart irrigation in association with special planting projects or enhancements. If there is selective use of the systems and maintenance is required, the County will request pricing and implement service from the Service Provider as necessary.

1. Irrigation System Start-Up/Monitoring/Winterization

The Service Provider shall provide comprehensive irrigation maintenance services, inclusive of start-up/monitoring/winterization for the facilities indicated above. These services, which are described below, shall be provided under this contract as basic services for a fixed monthly fee for each facility for 8 months per year, March through October. The Service Provider must submit a monthly report for each month, to be signed by the County Representative, verifying that service was completed, the results of the inspections, recommended settings by zone, and explanation for any changes to settings. It is expected that these services will be provided during normal County working hours.

a. Start-Up

The Service Provider shall start up the irrigation systems in late March, but after the last expected freeze of the season, so that the systems are operational by April 1st. Start-up includes pressurizing the mainlines and checking for leaks, then performing a physical inspection of all zone lines, valves and sprinkler heads to check for leaks, malfunctions and damage. The start-up also includes inspecting the irrigation clocks and the controllers and testing for any malfunctions or damages. The Service Provider will program the controllers based on weather and the types and locations of plant materials. The Service Provider must schedule this process with and allow the County Representative to be present and will furnish to the County a written report that details the results of the inspections and describes any needed repairs, replacements or modifications. (Resultant repairs will be handled through the Irrigation System Repairs, Section I.B.2 below.)

b. Monitoring

Once the irrigation systems have been activated, the Service Provider shall monitor the operation of the systems once per month from March through October. The Service Provider shall provide the

following services with each monitoring visit. Service Provider shall turn on the system and inspect the operations of the clocks, controllers, each zone, and each sprinkler head. The Service Provider shall schedule this process with and allow the County representative to be present and prepare and submit to the County a report detailing the results of each monitoring inspection and describing any necessary repairs and their associated costs. (Resultant repairs will be handled through Irrigation System Repairs, Section I.B.2 below.

c. **Winterization**

In late October, but before the first freeze of the season occurs, after the systems have been shut down, the Service Provider shall perform what are typically called winterization services. The Service Provider will perform an inspection of the systems as occurs with each monitoring visit, and then will proceed to drain the system through manual drain valves or use of compressed air. The Service Provider will relieve the main lines of pressure and will shut off and tag all water supply valves and drain the backflow preventers when possible. The Service Provider also will set the controllers as recommended by the manufacturers for temporary shutdowns. The Service Provider will schedule this process with and allow the County representative to be present.

2. Irrigation System Repairs/Modifications

The Service Provider typically will provide irrigation system repairs and modifications only when authorized in writing by the County. These repairs and modifications may result from conditions documented in the inspection reports described above, or they may be the result of system problems which the County has called on the Service Provider to investigate. In either case, the Service Provider will provide the County with a written quote detailing the work to be performed and providing a cost quote based on personnel hours and rates (provided with this bid) and equipment/materials cost. Compensation to the Service Provider then will be on a "time and material" basis for the work actually performed. The repair or installation must be tested by the Service Provider with the County Representative present. It is expected that these services will be provided during normal County working hours.

There also may be occasions in which the County requires the Service Provider's services to expand or significantly enhance existing irrigation systems. In such cases, the County will submit to the Service Provider in writing a request for quote describing the general scope of the improvement or project. The Service Provider will provide the County with a written quote confirming the project scope and describing the expected costs for personnel, equipment and materials. The Contractor's quote will be submitted under the terms, conditions and rates in this contract. The Service Provider will perform the work when provided a written authorization by the County however, the County reserves the right to solicit quotes from and approve other vendors to complete the work. Compensation for the Service Provider will be on a "time and material" basis for the work actually performed.

C. Mulching of Planted Beds

The Service Provider may be requested to provide and install pine straw or shredded bark mulch (as applicable to the site) twice per year in all presently mulched beds for trees, shrubs, perennials, and groundcover at some or all of the designated facilities. The mulch color will be determined by the County, but will be standard black, brown, or red mulch with a 1 year color guarantee included in the bid schedule price. The Service Provider will replace or top off all mulch that does not in general maintain a close proximity to its original color for one year, at no cost to the County. Pine straw will be fresh enough to maintain its appearance and to not substantially decompose for a minimum of three months from application under normal conditions and be of generally good quality, without mold, insects, or other foreign material incorporated. These mulching services shall extend to beds that do not appear to have been mulched in the recent service period but would normally be considered a mulched area.

Where applicable, prior to mulch installation, all trash, tree limbs, and dead shrubs will be removed, and all bed lines and tree rings will be edged at a 90-degree angle to a depth of two inches. All lines will be smooth and continuous. The Service Provider will install fresh pine straw and/or mulch to a uniform depth of three (3) inches in all plant beds, tree rings, and borders. The specified depth excludes old mulch and pine straw. The mulch will be pulled back from plant crowns and stems, large sticks and pine cones will be removed from the mulch, and pine straw edges will be neatly rolled and tucked. The Service Provider will blow or sweep pine straw and mulch from walkways and other

hard surfaces next to mulched areas, and will remove from the sites all debris and trash resulting from its mulching operations. Service Provider will remove leaves from formally bedded areas as necessary. Leaves will be bagged and removed from service sites.

Compensation for mulching services will be made after completion of the services per property. The Service Provider must schedule mulch and pine straw installation with the County Representative for each property where service is requested. Mulching will not be considered completed and compensation may not be made unless installation to specifications per property is documented by the Service Provider and signed by the County Representative. The Service Provider will invoice for mulch put in place at the end of the month in which the service was provided. County personnel may perform additional mulching and adding, changing, or removing existing mulching beds throughout the year. In case where substantial changes to mulching areas occur, the Service Provider and the County will agree on the appropriate adjustment to pricing through a change order, and based on the Service Provider's pricing on other properties.

D. Enhancement Services

The County may request the Service Provider to replace or add to the quantity of existing plant material; or to design, specify, purchase and install landscaping enhancements at various properties. These enhancements may include permanent installations and the installation and maintenance of seasonal color. Enhancements also may include labor and equipment for "bush hogging" lots, clearing and removing undergrowth, and removing ground cover and shrubs. Aeration of lawns will be as recommended by the Service Provider to reduce soil compaction common in clay soils, and will be treated as an enhancement service. Aeration and overseeing may also be requested on properties not covered by basic services. It is expected that these services will be provided during normal County working hours.

To initiate Enhancement Services, the County will solicit from the Service Provider written quotes that describe the scope of services and detail projected costs with breakdowns for plant materials, equipment usage, labor hours/rates as provided in this bid, and miscellaneous items. The County's Contract Representative will provide written authorization for the Service Provider to implement Enhancement Services work items. The Service Provider should purchase no plant material until after a written authorization is received. The County reserves the right to solicit quotes from and approve other service providers to complete the work. The County may purchase plant materials from other sources if it deems such is in the County's best interest. In these instances, the Service Provider will be required to install the material at the hourly rate as stated in bid schedule.

If the County determines to utilize the Service Provider for installation and maintenance of seasonal color, the Service Provider shall provide the following scope of services:

- Remove any previously planted materials.
- Prepare existing planting beds by loosening soil to a depth of at least 8 inches; spread organic matter over the bed area to a depth of 1 inch; and apply a time released high phosphate fertilizer at a rate of three (3) pounds per 100 square feet.
- Install seasonal color in accordance with landscape specification guidelines for the local area.
- Mulch bed to a minimum depth of 3 inches with shredded pine bark or pine straw.
- Provide horticultural management to insure the seasonal color is maintained in a healthy, vigorous condition throughout its normal flowering period.
- Monitor mulch levels and add materials to maintain a fresh, manicured appearance. Remove weeds manually as needed. Remove spent blossoms on a weekly basis in warm season or twice per month in cold season to maintain plants in most attractive forms.

Compensation for Enhancement Services typically will be on a time and material basis, utilizing the hourly labor rates within this bid and actual market costs of plant material, equipment and miscellaneous items. No mark-ups above these costs will be paid by the County. Invoicing will be under the terms and procedures described elsewhere in this Request for Bid.

II. SERVICE LOCATIONS**Service Locations**

The following facilities will receive either comprehensive or partial Landscaping Maintenance Services. Determine the level of service from review of the Bid Schedule for each category of work. A property boundary map is included in the appendix for reference only, and the Service Provider is responsible for visiting each site and identifying the actual boundaries, landscape features, landmarks, barriers and difficulties related to accessing the entire property.

LANDSCAPE MAINTENANCE LOCATIONS

Gwinnett Justice & Administration Center 75 Langley Drive Lawrenceville, GA 30046 (Includes Fallen Heroes Memorial & Bicentennial Trail along Constitution Blvd.)	One Justice Square 446 West Crogan Street Lawrenceville, GA 30046
Gwinnett County Government Annex 750 South Perry Street Lawrenceville GA 30046	Gwinnett County Courts Annex 115 Stone Mountain Street Lawrenceville, GA 30046
DOT Maintenance and Supply Facility 620 Winder Highway Lawrenceville, GA 30045 (Roadway shoulders and area in the front of main building)	Small Business Resource Center 405 N. Perry St. Lawrenceville, GA 30045
Medical Examiner's Office and Morgue 320 Hurricane Shoals Road Lawrenceville, GA 30046	Georgia Department of Drivers Services 310 Hurricane Shoals Road Lawrenceville, GA 30046
Mall of Georgia Tag Office 2735 Mall of Georgia Boulevard Buford, GA 30519 (Excludes Fire Station #24)	Snellville Tag Office 2845 Lenora Church Road Snellville, GA 30078 (Excludes Fire Station #12 & Fuel Site)
Gwinnett County Senior Services Center 567 Swanson Drive Lawrenceville, GA 30043	Animal Welfare and Enforcement Center 884 Winder Hwy Lawrenceville, Ga 30045
Bicentennial Plaza 275 S. Perry St. Lawrenceville, GA 30046	Buford One Stop Center 2755 Sawnee Avenue Buford, GA 30518
Norcross One Stop Center 5030 Georgia Belle Court Norcross, GA 30093	Centerville Branch Library & Community Center & Senior Center 3025 Bethany Church Road Snellville, GA 30039
Buford-Sugar Hill Branch Library 2100 Buford Highway Buford, GA 30518	Collins Hill Branch Library 455 Camp Perrin Road Lawrenceville, GA 30043
Dacula Branch Library 265 Dacula Road Dacula, GA 30019	Duluth Branch Library 3480 Duluth Park Lane Duluth, GA 30096
Five Forks Branch Library 2780 Five Forks Trickum Road Lawrenceville, GA 30044	Grayson Branch Library 700 Grayson Parkway Grayson, GA 30017
Hamilton Mill Branch Library 3690 Braselton Highway Dacula, GA 30019	Lawrenceville Branch Library 1001 Lawrenceville Highway Lawrenceville, GA 30046
Lilburn Branch Library and City Hall 340 Main Street Lilburn, GA 30047	Mountain Park Branch Library 1210 Pounds Road Lilburn, GA 30047

Norcross Branch Library 6025 Highway 23 Norcross, GA 30071	Peachtree Corners Branch Library 5570 Spalding Drive Norcross, GA 30092
Elizabeth H. Williams (Snellville) Branch Library 2740 Lenora Church Road Snellville, GA 30078	Suwanee Branch Library 361 Main Street Suwanee, GA 30024

III GENERAL REQUIREMENTS

A. Basis of Compensation

Compensation to the Service Provider for Basic Services in Sections I.A and Irrigation Monitoring in I.B.1 will be based on the monthly fees provided in the Bid Schedule for the specific services at each designated facility. If basic services under section I.A are found to be deficient, the weekly calculated basic service fees per property will be deducted from the monthly invoices. Additionally, the remaining payment may be withheld until all properties are brought into compliance if the County determines that the deficiency has not been corrected. For all other services, the Service Provider will only be compensated for services scheduled with and verified by the County Representative through a signed statement detailing the services completed. Invoices for monthly services for section I.B.1 must have a corresponding service report. For I.C, payments shall be made for work in place per property at the end of each month that service is provided. Compensation for Irrigation System Repairs described in I.B.2 and Enhancement Services in I.D will be based on the unit prices provided for these work items in the Bid Schedule and must be verified by the County Representative and may be withheld until all requested documentation is submitted.

Compensation to the Service Provider for irrigation repairs will be based on the hourly rates in the Bid Schedule, the actual cost of equipment, parts and materials plus the percentage mark-up indicated in the Bid Schedule (not to exceed 10%). Hours will be calculated from the time the Service Provider's personnel arrive at a service location until they leave the site. Travel time to and from the service location will not be compensated on an hourly basis, so the Service Provider should include in its hourly rates an allocation adequate to cover these periods.

Compensation to the Service Provider for Enhancement Services will be based on hourly labor rates provided in the Bid Schedule and on the actual cost of sod, shrubs, trees, topsoil, mulch, and other materials used in the installation. Hours will be calculated daily from the time the Service Provider's personnel arrive at the service location until they leave the site. Travel time to and from the location and travel time away from the site will not be compensated on an hourly basis, so the Service Provider should include in its hourly rates an allocation adequate to cover these periods.

In all of its service reports and invoices, the Service Provider will clearly and thoroughly describe and itemize all labor hours, equipment, parts, and plant materials associated with its time and material work. The Service Provider agrees to provide documentation of all costs upon the request of the County.

B. Invoicing and Work Order Requirements

For all of the services described in this bid document, the Service Provider shall submit its invoices electronically (e-mail) directly to both the County Representative and to disbursements@gwinnettcountry.com.

Invoices shall include the applicable Purchase Order Number and shall state the locations, services, and rates from the Bid Schedule. Invoices are required to be on company letterhead indicating date, company address, contact information, a unique invoice number, itemized list and cost of services, and total cost. The County is exempt from paying sales tax.

Monthly basic service invoices will list all properties and be split based on the appropriate Purchase Order. It is expected that all Libraries will be on one Purchase Order and all other buildings will be on a second Purchase Order for both General Grounds Care and for Irrigation System Maintenance. Additional Purchase Orders will be issued for mulch application and all authorized work outside of basic services.

For all of the Service Provider's services provided outside of basic services, the Service Provider shall document its services through a Contractor Work Order Report. This Work Order Report shall be provided upon completion of the

applicable services, shall be signed by a Service Provider representative, and shall provide the comprehensive information listed below.

1. Bid Number
2. County Purchase Order Number
3. Location of Services – Facility Name/Address
4. Description of Services Performed
5. Calculation of Personnel Cost
6. Equipment, Parts & Materials Utilized/Costs/Mark-up
7. Itemization and Costs of Plant Materials with Copies of Supporting Invoices
8. Total Cost of Services

The Service Provider shall submit the Work Order Reports by e-mail within 5 calendar days of the completion of the services (exceptions will be made for larger scale Irrigation Repairs and for Enhancement Services requiring more than a day of work) to the County's Contract Representative. The County's Contract Representative will review the Work Order Report and respond by e-mail to the Service Provider within 5 calendar days to either confirm the services and costs or direct modifications.

The Service Provider shall not invoice the County until it has received this confirmation. If changes are required by the County, the final invoice should reflect these modifications. The Service Provider shall submit these invoices to the same email address as noted above. The invoices shall include the applicable Purchase Order Number and shall be formatted according to the terms and rates in the Pricing Schedule. The total monetary amount on the invoice and Work Order Report shall correspond, and the Work Order Report should be attached to the invoice.

C. County's Contract Representative

In administering these services the County's Operations and Maintenance Division will designate a contract Representative who will have primary responsibility for communications with the Service Provider. The role and responsibilities of the County Representative are implicit in many of the roles and actions attributed to the County throughout this document, and are spelled out explicitly in the following section and elsewhere herein.

D. Communications, Site Reviews and Reporting

Prior to the start of services under this contract the County Representative will inspect all of the service locations with the Service Provider Representative, confirm scope at each location, and identify any special needs or problem areas. Regardless of pre-existing conditions, the Service Provider is fully responsible for bringing all problem areas into compliance with County standards within a time agreed upon between the Service Provider and the County Representative, but all properties must be in full compliance no later than 90 days after the start of the contract. The Service Provider must submit a weekly schedule for servicing the facilities at intervals required herein within the first 30 days of commencement of the contract and subsequently submit a full schedule at any time changes are made to the schedule. The Service Provider will also submit a general plan for service delays due to holidays and inclement weather or natural disaster. It is expected that if a property cannot be serviced on a scheduled day, that it be serviced on the next normal working day and scheduling of other properties in the week will be pushed out by one day. Therefore, the Service Provider must allocate one day each week as a make-up day when no work is scheduled unless an event prevents servicing properties on a normally scheduled day. It is expected that the County Representative will visit properties without notice and will assess the level and quality of services provided at each facility based on the Service Provider's submitted schedule. The Service Provider must notify the County Representative if for any unplanned reason a property cannot be serviced on the scheduled day. Otherwise, if services are found to be deficient on or after the scheduled service day, the weekly basic service fee for that property will be deducted from the monthly invoice. Service Provider will also be required to maintain regular communication with the Grounds Chemical Application Service Provider to coordinate fertilization, weed, and pest control applications.

IMPORTANT

The Service Provider will complete and submit to the County Representative by e-mail a weekly Service Report documenting each service visit for basic landscaping maintenance. The Service Report will be submitted each week

for the preceding week and will indicate the name of the facility, the date/time/duration of the services, the number of service workers, the detailed nature of services performed by task, and the name of the responsible technician. The Service Provider's failure to submit Service Reports in a timely and complete manner may be reason for the County to deduct payments on the affected facilities. The Service Provider will discount the full rate of services not performed on each property per required interval or where services do not meet the County standards. The County Representative may not authorize payment for invoices that do not show appropriate reductions for missed or deficient service.

The Service Provider's Representative will formally meet with the County representative at minimum once every two months or more frequently if required by the County, to review ongoing services, the status of repairs and enhancement projects, and address any special needs or problems.

IV PERFORMANCE STANDARDS AND QUALITY ASSURANCE

A. Protection, Cleaning and Restoration of Work Sites

In providing landscaping maintenance and irrigation repair services, the Service Provider shall keep work sites clean, neat and free of debris. When services are complete, Service Provider shall clean the work site and in all areas disturbed by its activities, of materials, rubbish and waste; shall remove all tools, equipment, and surplus materials from the site, and remove any temporary protection or facilities installed during its services. During regularly scheduled maintenance, the Service Provider will remove all trash, debris, equipment, and tools at the end of each service day. Yard waste may not be placed in the County property dumpsters.

B. Safety Precautions and Requirements

Service Provider shall take precautions to prevent accidents due to physical hazards. Service Provider shall provide barricades and signage as required to protect Service Provider's personnel and public from hazards and to inform them thereof. The Service Provider is responsible for blocking off parts of the property as needed to ensure safety to visitors and vehicles. However, the facilities must remain accessible to the public during operating hours. Operating hours of each facility are subject to change at any time. Barricades and warning signs shall comply with safety regulations. Service Provider shall provide and require use of safety equipment, clothing, and accessories as required by its work activities and safety regulations. High visibility safety vests must be worn at all times by landscaping crewmembers when working on County property.

C. Irrigation Repair Services – Standards

All irrigation repair and installation services called for herein shall be in accordance with the standards, methods and procedures established in original manufacturers' operations, maintenance and repair manuals. Repair parts or components shall conform to the manufacturers' and industry's standards. Service Provider furnished parts or components shall be new, free of defects, and suitable for intended services. When Service Provider installs new irrigation equipment or expands systems, it shall follow the standards and procedures established by applicable equipment manufacturers, industry standards, and all applicable laws, codes and regulations. The Service Provider must complete monthly inspection of repairs and installations in conjunction with section I.B.1 The Service Provider is responsible for repairing or replacement at no cost to the County of all damaged landscaping and fixtures that result from defective or incorrectly programmed irrigation when the Service Provider has performed the installation.

D. Warranties

The Service Provider shall warrant against failure of all materials and workmanship associated with its irrigation repair and installation work for one (1) year after the date of acceptance of such work. The Service Provider shall correct such work promptly, at no cost to the County after receipt of written notice from the County to do so. Service Provider, at the locations where it provides such services, also shall warrant against failure of materials and workmanship associated with landscape enhancement services for a period of one (1) year after the date of acceptance of such work. Service Provider will warrant mulch color for one (1) year from date of installation and will replace or supplement all mulch that has substantially faded. Warranty work must be substantially completed within 2 weeks of notice with reasonable extension allowed for materials that must be ordered.

V SPECIAL REQUIREMENTS**A. Financial Recordkeeping**

The Service Provider is required to maintain a complete set of records, including all supporting cost documentation and service correspondence for all work performed under this agreement for the life of the Contract and one (1) year thereafter.

B. Subcontracting

The County requires that all services herein be performed by the directly contracted Service Provider. If for some reason during the course of the Contract it becomes necessary for the Service Provider to sub-contract any services, this sub-contracting shall be done only with approval of the County, which shall have final approval of any subcontractor and the scope of services assigned to said subcontractor.

C. Modifications in Contract Scope

The County reserves the right to add or delete facilities in the Scope of Services or to modify the range of services provided at any particular facility. When changing the range of services or adding a facility to the Scope of Services, the County will solicit from the Service Provider a cost quote, which the Service Provider shall develop with costs comparable to similar facilities under the Contract. The County may delete properties for any reason and will give the vendor 30 days' notice to discontinue service. When the County approves these new services (or deletes existing services) the Contract will be modified to incorporate these added or deleted costs in the Contract.

VI Site Visits

It is imperative that Service Providers submitting a bid visit the sites listed for Landscaping Maintenance Services. It shall be the prospective Service Provider's responsibility to determine the approximate areas of lawn, parking lots, and mulched beds; and the number of ornamental shrubs and trees and irrigation systems to be maintained under this Contract. If clarification of property boundaries or areas of maintenance responsibility are unclear, the proposing entity shall request specific clarification and the County will respond with clarifications through addendum. A property boundary map is included for reference only, and the Service Provider is responsible for visiting each site and identifying the actual boundaries, landscape features, landmarks, barriers and difficulties related to accessing the entire property.

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

BID SCHEDULE

SECTION A. GENERAL GROUNDS CARE: Inclusive of Lawn Mowing, Trimming and Edging, Removal of Trash and Debris, and Management of Ornamental Shrubs, Trees, and Landscaped Beds

Item #	Facility	Monthly Cost	Annual Cost (Monthly Cost x 12)
1	Animal Welfare & Enforcement	\$	\$
2	Bicentennial Plaza	\$	\$
3	Buford One Stop Center	\$	\$
4	Norcross One Stop Center	\$	\$
5	Centerville Branch Library, Community & Senior Center	\$	\$
6	Buford-Sugar Hill Branch Library	\$	\$
7	Collins Hill Branch Library	\$	\$
8	Dacula Branch Library	\$	\$
9	Duluth Branch Library	\$	\$
10	Five Forks Branch Library	\$	\$
11	Grayson Branch Library	\$	\$
12	Hamilton Mill Branch Library	\$	\$
13	Lawrenceville Branch Library	\$	\$
14	Lilburn Branch Library and City Hall	\$	\$
15	Mountain Park Branch Library	\$	\$
16	Norcross Branch Library	\$	\$
17	Peachtree Corners Branch Library	\$	\$
18	Snellville Branch Library	\$	\$
19	Suwanee Branch Library	\$	\$
Section A Total		\$	\$

SECTION B. IRRIGATION SERVICES: Start-Up/Monitoring/Winterization

Item #	Facility	Monthly Cost	Annual Cost (Monthly Cost x 12)
1	Gwinnett Justice and Administration Center	\$	\$
2	One Justice Square	\$	\$
3	Medical Examiner's Office and Morgue	\$	\$
4	Bicentennial Plaza	\$	\$
5	Hamilton Mill Branch Library	\$	\$
6	Lilburn Branch Library and City Hall	\$	\$
Time and Materials for Repairs			
Description	Approx. Qty	Rate	Total
Rate for Repair Labor Per Person*	36 hours	/hour	\$
State the percentage mark-up above the cost of the repair parts and materials, (Not to exceed 10% of actual cost)	\$1,000.00	%	\$
Section B Total		\$	\$

* The Hourly Rate shall include all costs for travel time and vehicle usage. Pricing will be evaluated based upon the hours shown above and the resultant extended prices. However, the County makes no guarantee regarding the number of repair labor hours it will use in the contract period.

COMPANY NAME _____

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

BID SCHEDULE (CONTINUED)

SECTION C - MULCHING SERVICES

Facility	Per Application	Annual Cost (Per Application x 2)
Gwinnett Justice and Administration Center	\$	\$
One Justice Square	\$	\$
Gwinnett County Government Annex	\$	\$
Gwinnett County Courts Annex	\$	\$
DOT Maintenance & Supply Facility	\$	\$
Small Business Resource Center	\$	\$
Medical Examiner's Office and Morgue	\$	\$
Georgia Department of Driver Services	\$	\$
Mall of Georgia Tag Office	\$	\$
Snellville Tag Office	\$	\$
Gwinnett County Senior Services Center	\$	\$
Animal Welfare & Enforcement Center	\$	\$
Bicentennial Plaza	\$	\$
Buford One Stop Center	\$	\$
Norcross One Stop Center	\$	\$
Centerville Branch Library, Community Center & Senior Center	\$	\$
Buford-Sugar Hill Branch Library	\$	\$
Collins Hill Branch Library	\$	\$
Dacula Branch Library	\$	\$
Duluth Branch Library	\$	\$
Five Forks Branch Library	\$	\$
Grayson Branch Library	\$	\$
Hamilton Mill Branch Library	\$	\$
Lawrenceville Branch Library	\$	\$
Lilburn Branch Library	\$	\$
Mountain Park Branch Library	\$	\$
Norcross Branch Library	\$	\$
Peachtree Corners Branch Library	\$	\$
Snellville Branch Library	\$	\$
Suwanee Branch Library	\$	\$
Section C Total	\$	\$

SECTION D – ENHANCEMENT SERVICES

Time and Materials for Repairs			
Description	Approx . Qnty	Rate	Total
Rate for Repair Labor Per Person*	150 hours	/hour	\$

* The Hourly Rate shall include all costs for travel time and vehicle usage
 Pricing will be evaluated based upon the hours shown above and the resultant extended prices. However, the County makes no guarantee regarding the number of repair labor hours it will use in the Contract period.

Plant materials, soil and amendments, and equipment usage will be at actual documented cost.

COMPANY NAME _____

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

BID SCHEDULE (CONTINUED)

Overall Bid Total	
Section A – General Grounds Care Total	\$
Section B – Irrigation Services Total	\$
Section C – Mulching Services - Total	\$
Section D – Enhancement Services - Total	
GRAND TOTAL	\$

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

Unless otherwise noted, quoted prices will remain firm for four additional one (1) year periods. If a percentage decrease will be a part of this bid, please note this in the space provided together with an explanation.

1st renewal period _____ 2nd renewal period _____

3rd renewal period _____ 4th renewal period _____

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

1st renewal period _____ 2nd renewal period _____

3rd renewal period _____ 4th renewal period _____

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

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

Certification of Non-Collusion In Bid Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within ninety (90) days of the date of quote 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 quote schedule.

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

Federal Tax ID _____ Does your company currently have a location within Gwinnett County? Yes No

Address _____

Representative Signature _____ Email Address: _____

Printed Name _____

Telephone Number _____ Fax Number _____

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

References

Gwinnett County requests a minimum of five (5) references for Landscaping Maintenance Services where such services are of a similar scope to those requested herein. The reference must be for current clients or for clients where services ended within the past three years. Thorough information is required on the service descriptions. If you need additional space, attach supplemental information.

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

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

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

COMPANY NAME _____

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

REFERENCES (CONTINUED)

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

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

COMPANY NAME _____



BL118-19 Provision of Landscaping Maintenance Services at Various Gwinnett County Facilities on an Annual Contract Page 18

CODE OF ETHICS AFFIDAVIT

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

In accordance with Section 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. Sworn to and subscribed before me this

BY: _____ day of _____, 20__

Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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





BL118-19 Provision of Landscaping Maintenance Services at Various Gwinnett County Facilities on an Annual Contract Page 19

**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

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE _____
DAY OF _____, 201__

For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____

Notary Public
My Commission Expires: _____

Rev. 6.20.13

* 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 Security Bureau of the U.S. Department of Homeland with the Social, in conjunction with the Social Security Administration (SSA).



STANDARD INSURANCE REQUIREMENTS

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

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ü Bodily Injury by Accident - \$100,000 each accident
 - ü Bodily Injury by Disease - \$500,000 policy limit
 - ü 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:
 - ü 1986 (or later) ISO Commercial General Liability Form
 - ü Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ü Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ü Blanket Contractual Liability
 - ü Broad Form Property Damage
 - ü Severability of Interest
 - ü Underground, explosion, and collapse coverage
 - ü Personal Injury (deleting both contractual and employee exclusions)
 - ü Incidental Medical Malpractice
 - ü 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
 - ü Additional Insured Endorsement
 - ü Concurrency of Effective Dates with Primary
 - ü Blanket Contractual Liability
 - ü Drop Down Feature
 - ü Care, Custody, and Control - Follow Form Primary
 - ü Aggregates: Apply Where Applicable in Primary
 - ü Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

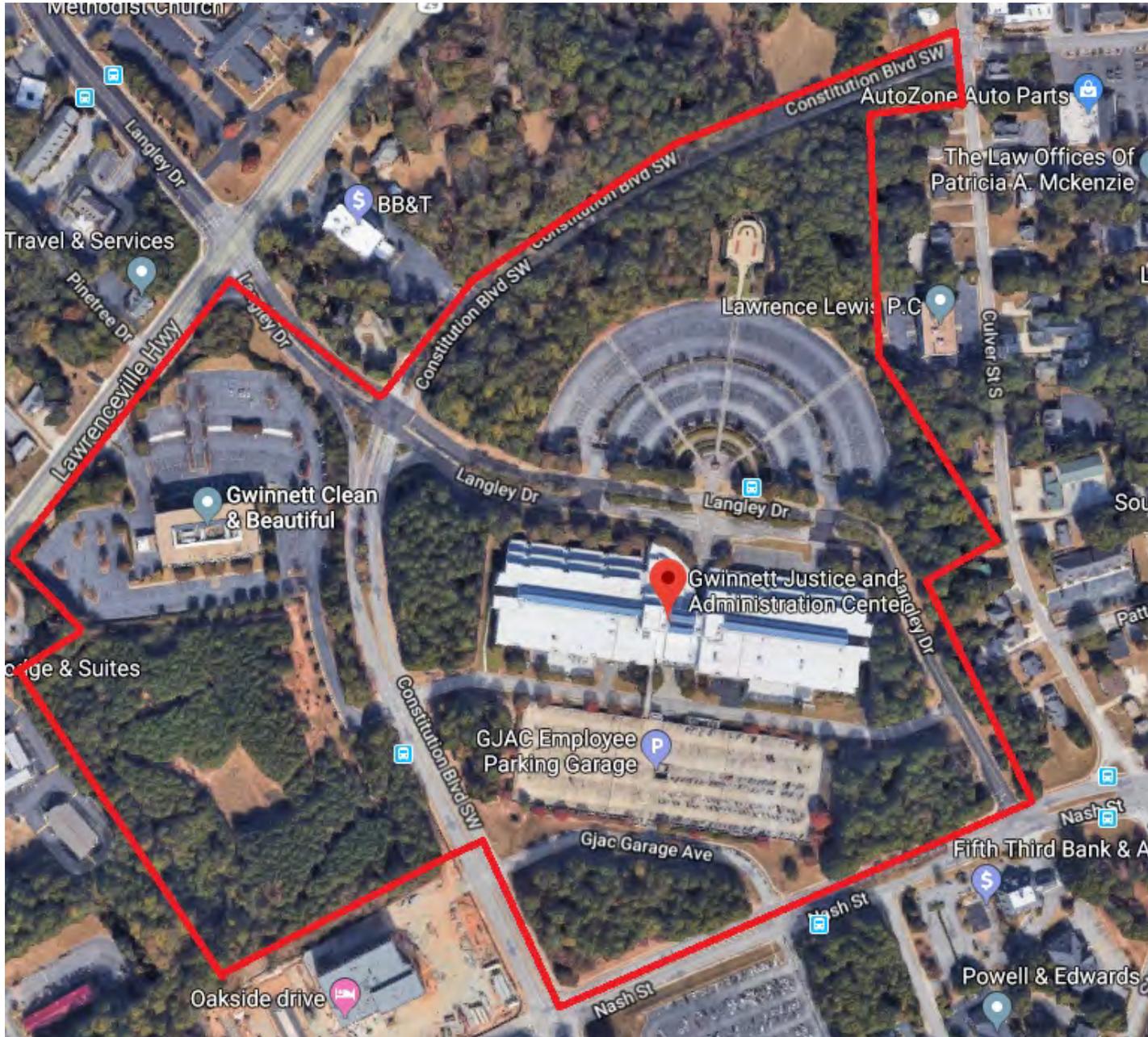
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

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.

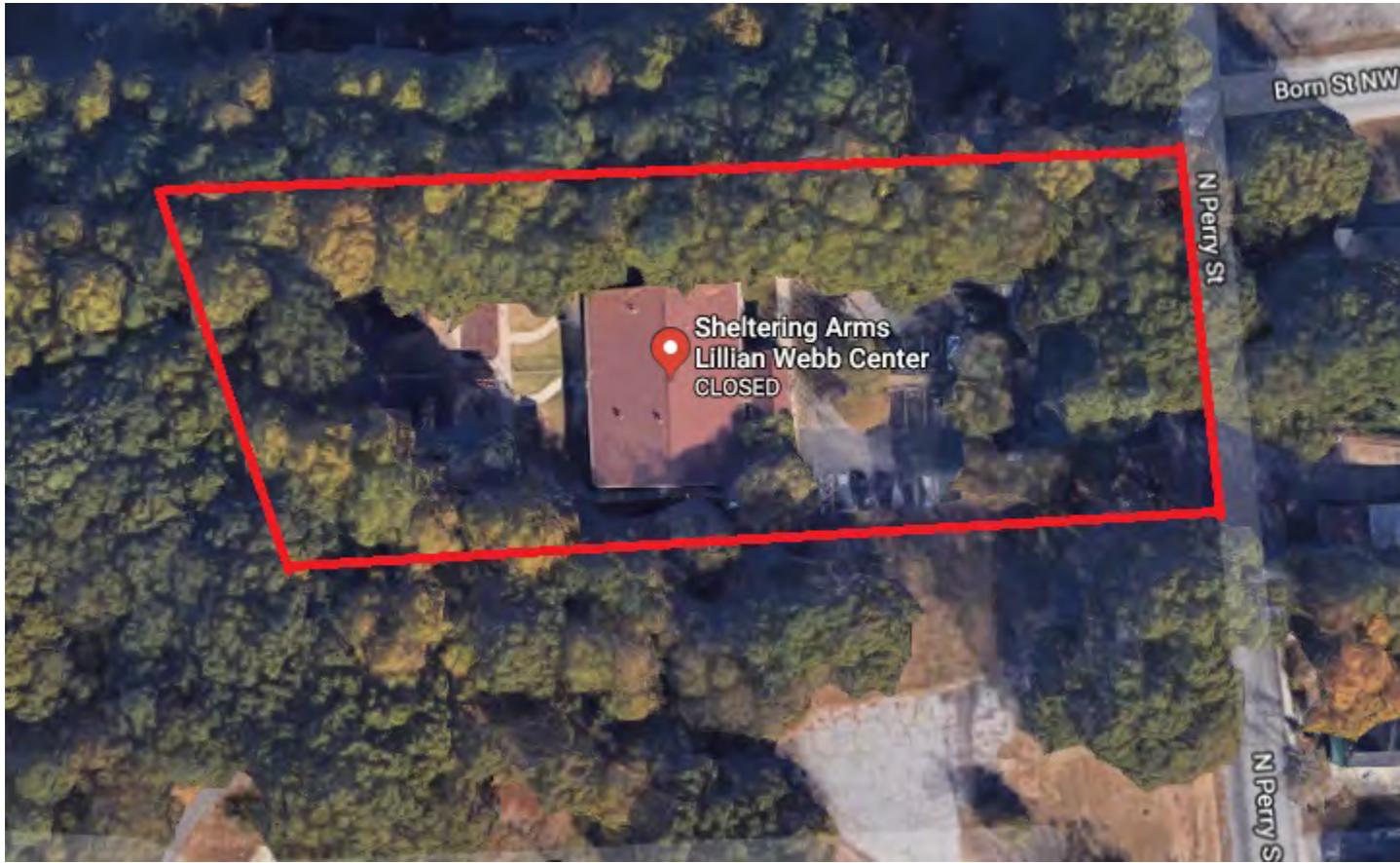
Exhibits
Gwinnett Justice and Administration Center &
One Justice Square &
Bicentennial Trail & Fallen Heroes Memorial



DOT Maintenance Facility



Small Business Resource Center



Medical Examiner & Morgue &
Driver Services
Center



Mall of Georgia Tag Office





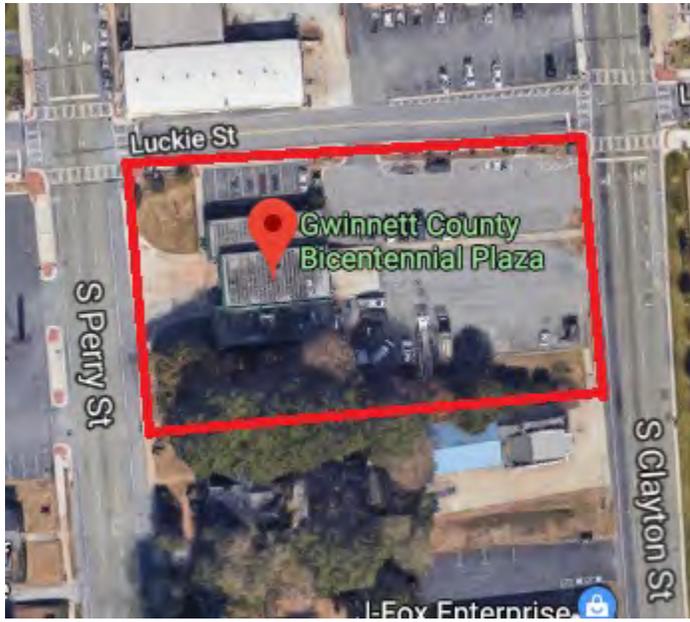
Gwinnett Senior Services



Animal Welfare & Enforcement



Bicentennial Plaza



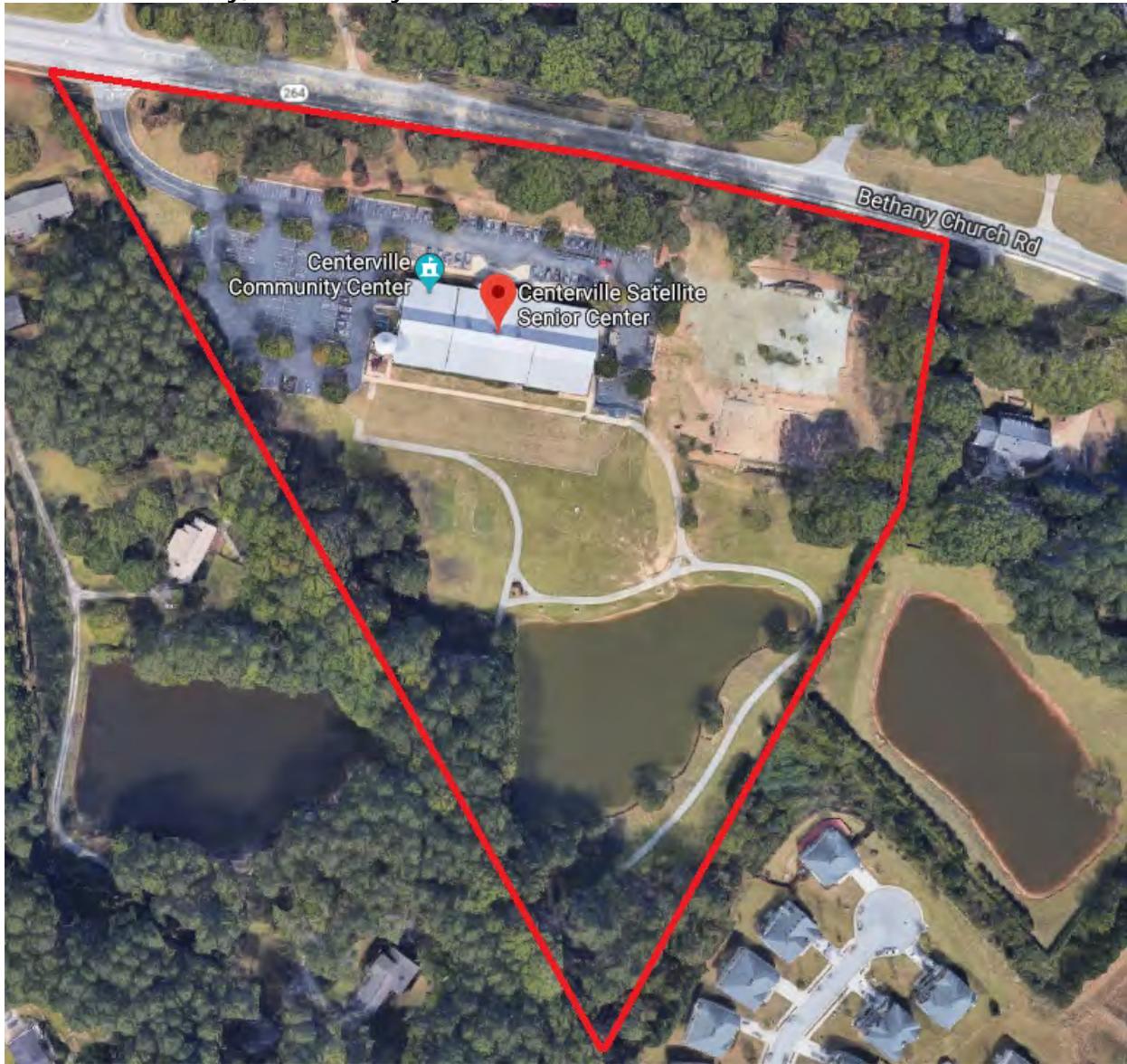
Buford One Stop Center



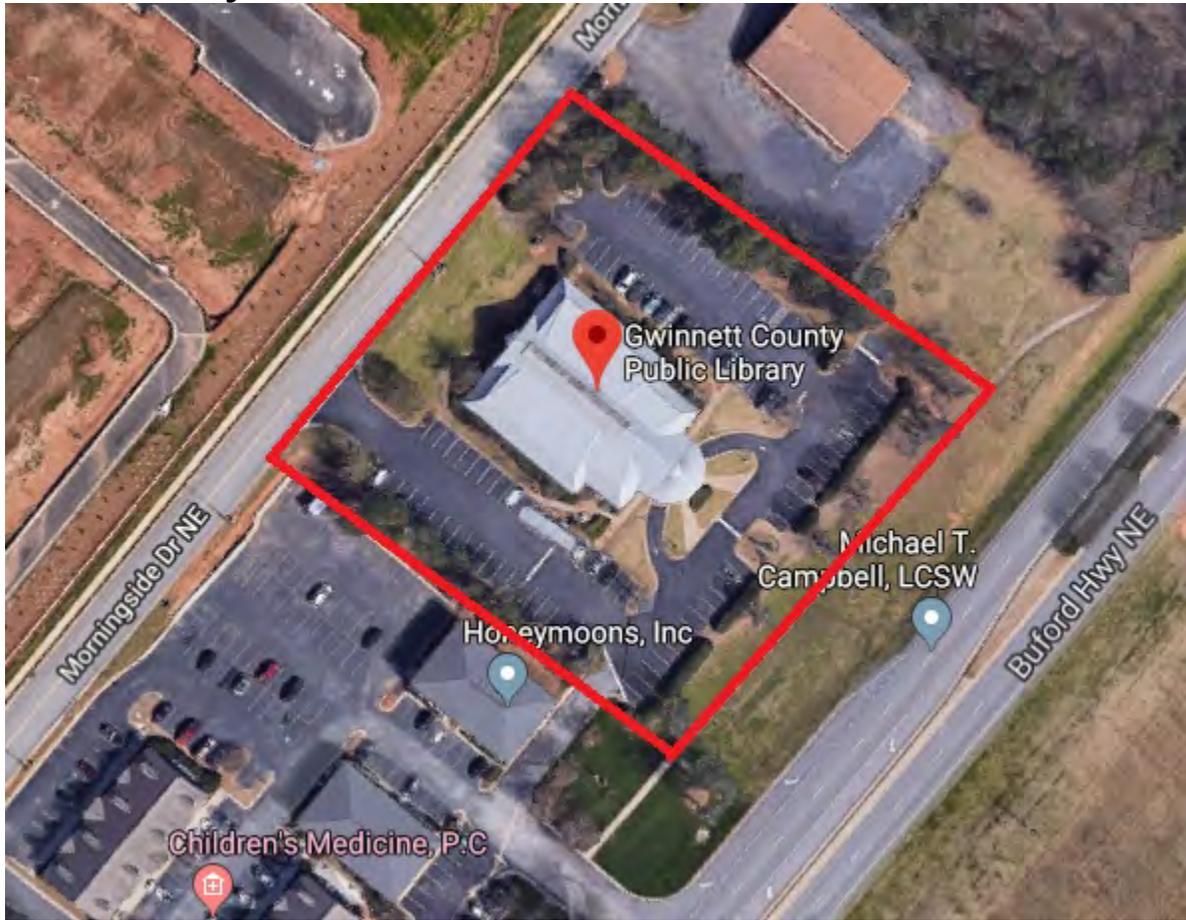
Norcross One Stop Center



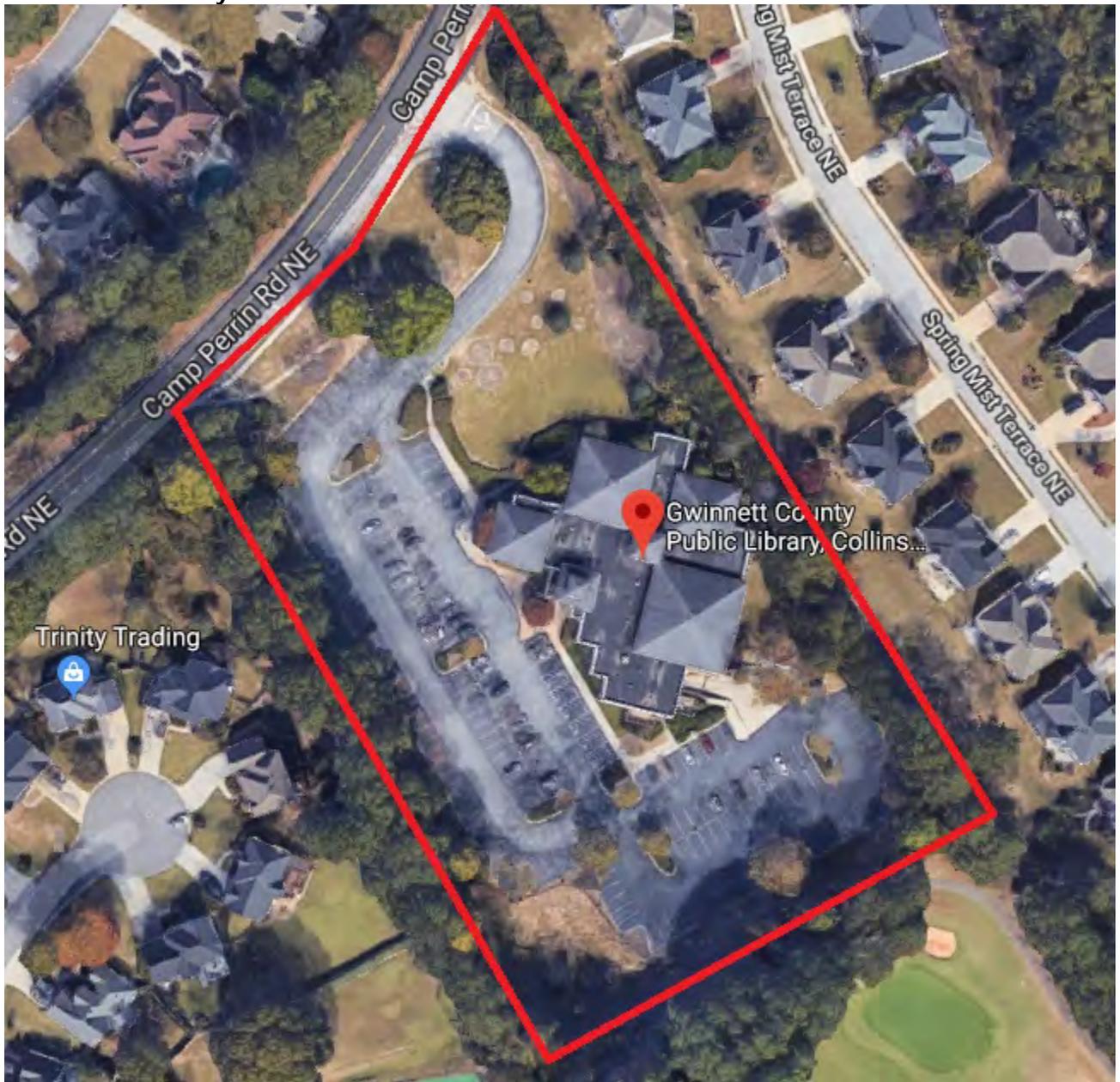
Centerville Library, Community Center, and Senior Center



Buford Library



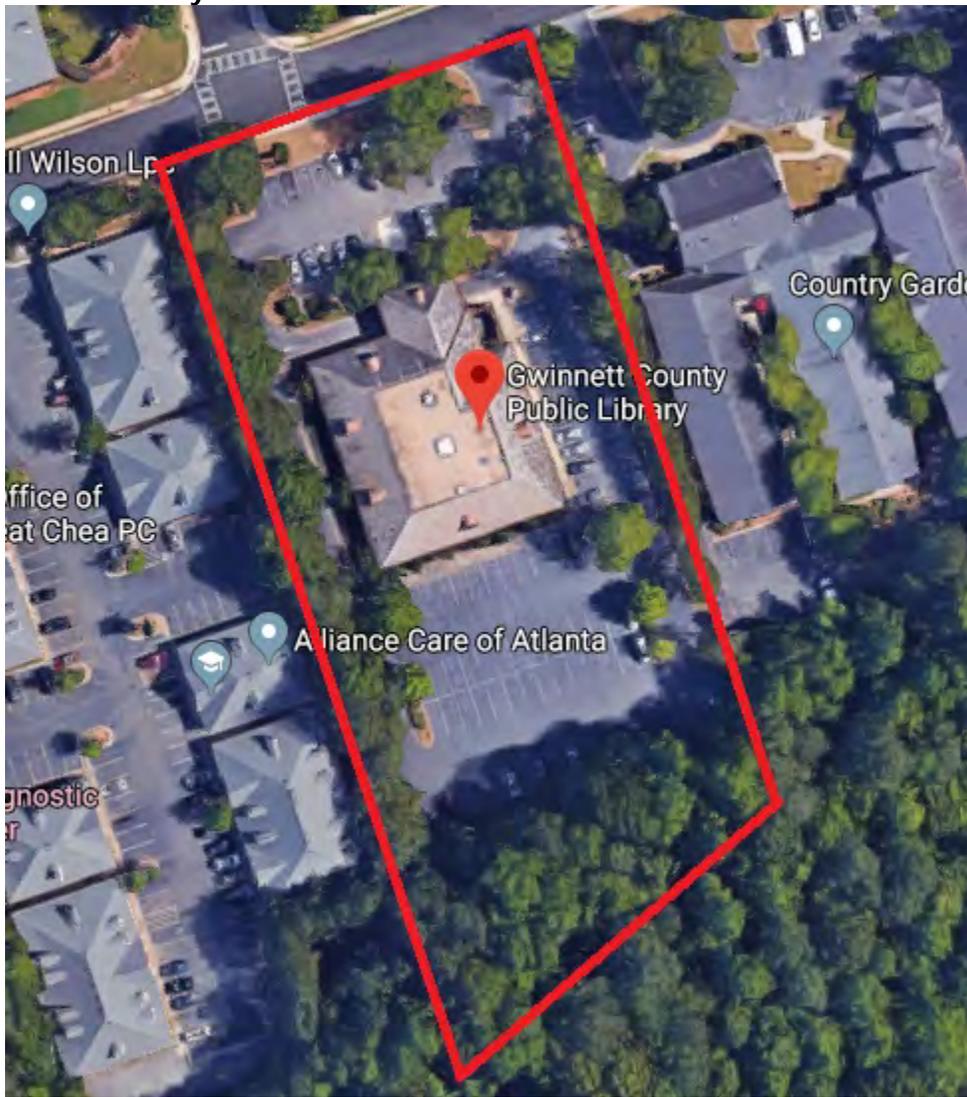
Collins Hill Library



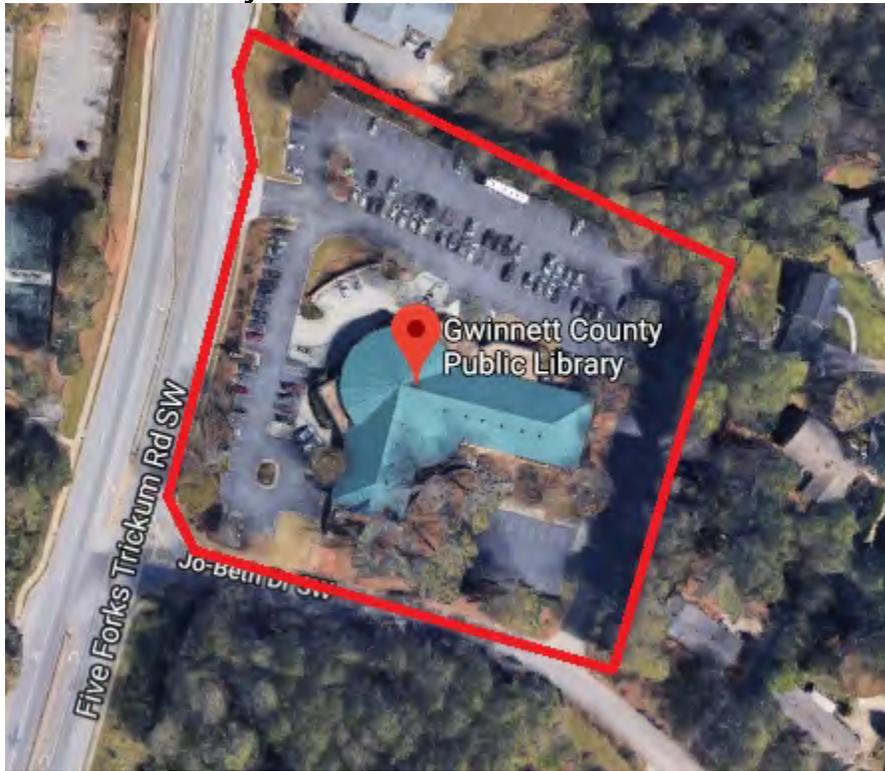
Dacula Library



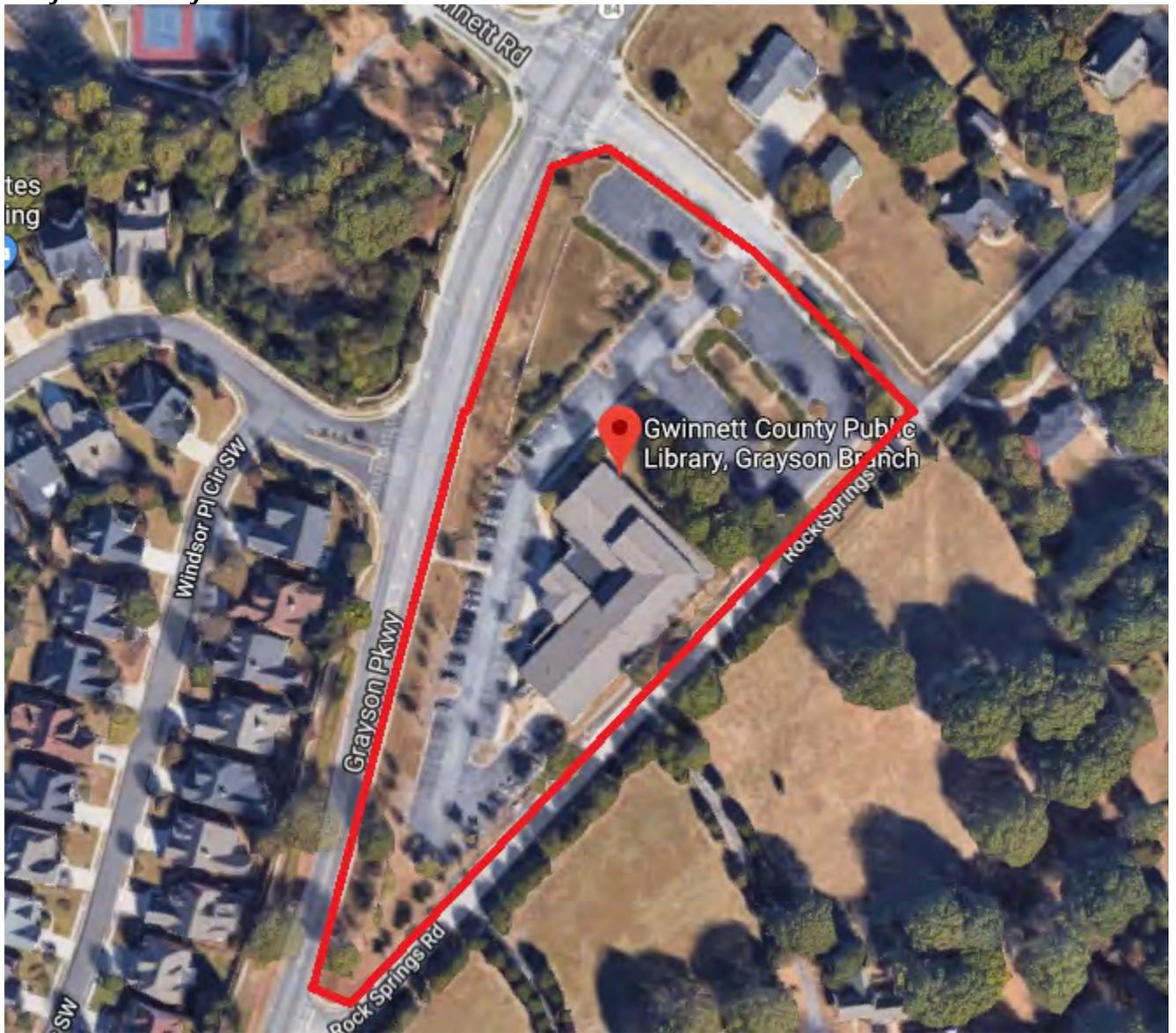
Duluth Library



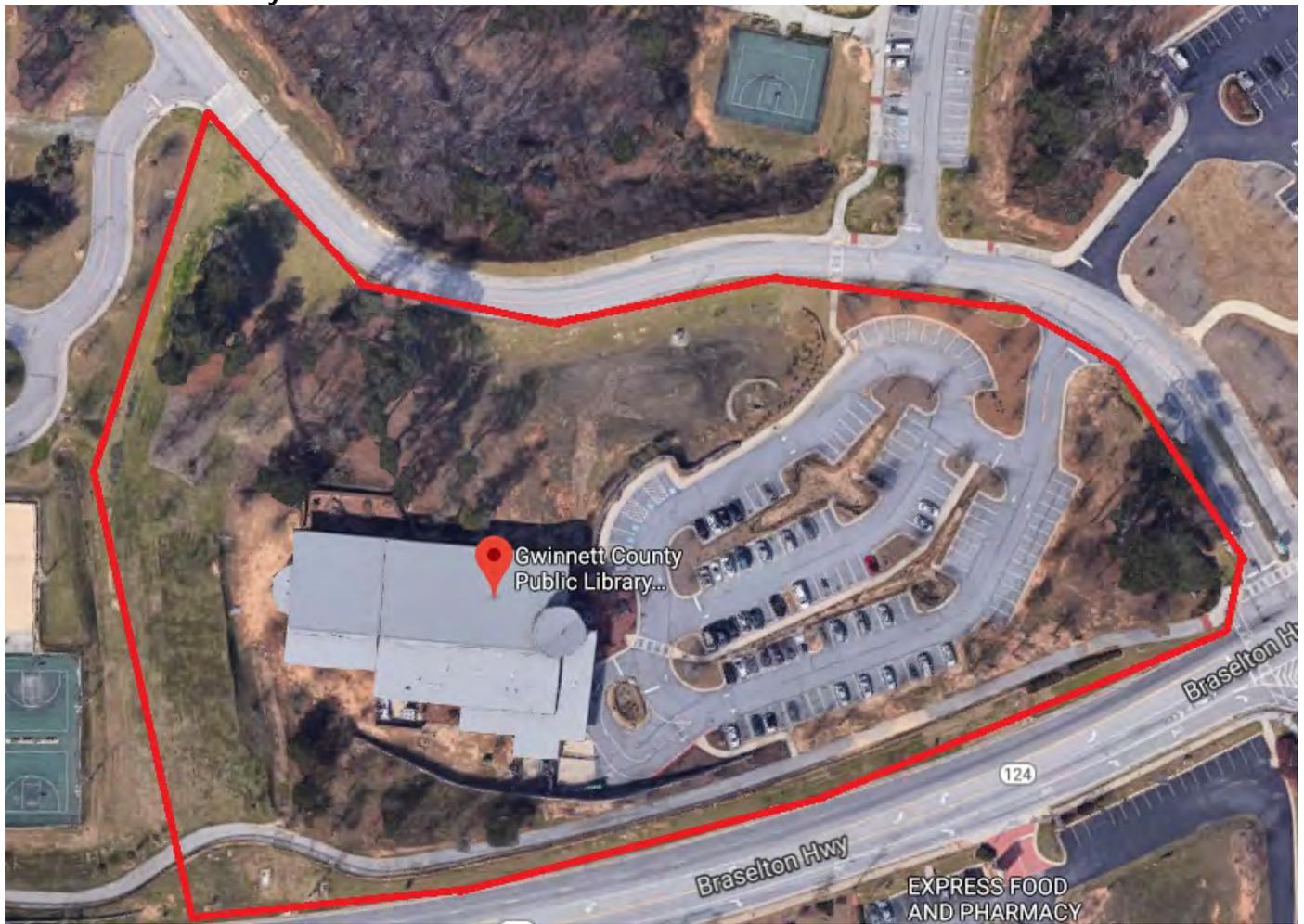
Five Forks Library



Grayson Library



Hamilton Mill Library



Lawrenceville Library



Lilburn Library and City Hall



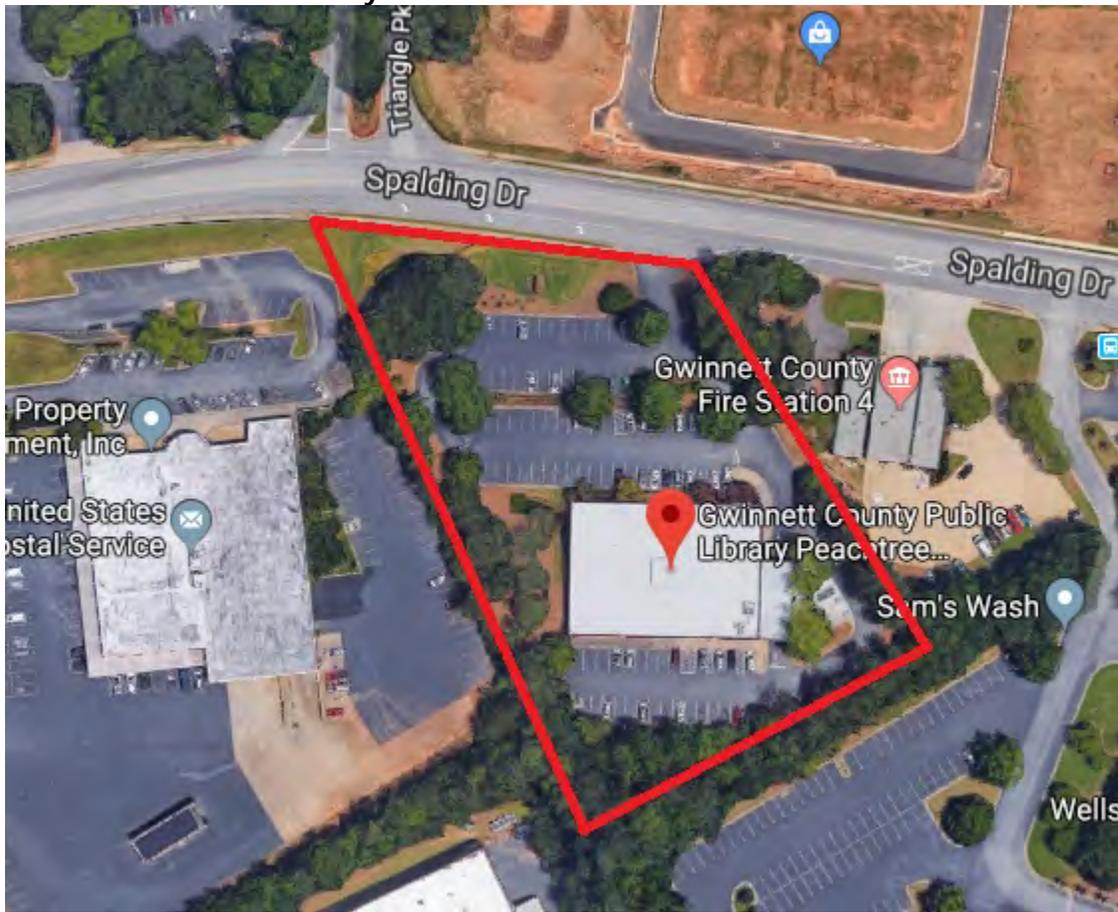
Mountain Park Library



Norcross Library



Peachtree Corners Library



Snellville (Elizabeth Williams) Library



Suwanee Library



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

BL118-19

Buyer Initials: MP

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
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.

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.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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 Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

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 the negligent acts, errors 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. 54-33. 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 seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.

