



December 30, 2020

**INVITATION TO BID  
BL010-21**

**Provision of Grounds Maintenance Services at Various Parks & Recreation Locations on an Annual Contract**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified vendors for the **Provision of Grounds Maintenance Services at Various Parks & Recreation Locations on an Annual Contract** with four (4) options to renew for the Gwinnett County Department of Community Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on January 19, 2021** at the Gwinnett County Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A **pre-bid conference** is scheduled for **10:00 a.m. on January 8, 2021** at Rhodes Jordan Park Community Center located at 100 E. Crogan Street. All contractors are urged to attend. Questions regarding bids should be directed to Kaley Ivins CPPB, Purchasing Manager, at [kaley.ivins@gwinnettcounty.com](mailto:kaley.ivins@gwinnettcounty.com) or by calling 770-822-8732, no later than **January 8, 2021**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful vendor 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 documents supersede any verbal or written prior communications between the parties.

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

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://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.

Kaley Ivins, CPPB  
Purchasing Manager



## GROUNDS MAINTENANCE SPECIFICATIONS

### I. Scope and Experience

Gwinnett County's park system is nationally recognized as one of the best in the United States and professional grounds maintenance standards are required.

Contractors must be capable of supplying all services specified in this bid. Contractor should provide consistent and verifiable evidence of provision of these services on a contractual basis over the last five years (2015-2020). References must demonstrate the contractor has sufficient equipment and work force to perform all specified services. Contractors can include a portfolio of completed projects, if desired. Bids will be considered only from contractors with crews and equipment adequate to successfully and consistently perform all services for a contract of this type and magnitude.

Gwinnett County reserves the right to add or delete park and other locations as needed, or to modify the range of services provided at any particular park. When changing the range of services or adding a park facility, the County will solicit from the contractor a cost quote which the contractor shall develop with costs comparable to similar locations under the contract.

### II. General Description

All contractors must be able to provide an appropriate staff of employees, including supervisory and administrative support staff for the efficient operation of the services described. Contractors interested in bidding on this contract should employ at least three (3) different and currently active crews with at least three (3) members per crew. Contractor should provide number of field staff employees, active crews and number of employees per crew on the Statement of Qualifications.

Contractor represents all its employees shall be qualified and competent to perform such services. Contractor shall be solely responsible for the safe execution of this work. The contractor shall be responsible for ensuring the safety of its crews, the public and park visitors. The contractor shall have personnel available that can be contacted Monday through Friday 7AM – 5PM to answer any questions from County representatives.

Contractor must respond within 4 hours to any phone calls or emails from County representatives.

Contractor shall be able to provide all labor, tools and equipment necessary to complete required services, including mowing, edging, blowing hardscapes, appropriate chemical application, weed eradication by chemical or hand removal, trimming, and all other tasks necessary for the satisfactory completion and safe execution of the work. Equipment must meet standards of use in commercial applications. Contractor should provide an inventory list of equipment that will be utilized to successfully and efficiently service the sites in this contract. This list should be included with bid submittal.

The contractor is responsible for instructing their employees on appropriate safety measures and will not permit placement of equipment in traffic lanes or locations that may create safety hazards. Landscape employees are required to interrupt their work, if necessary, to allow traffic to pass through the work areas. The contractor shall provide all safety equipment for their employees while on site.

The public should be able to easily identify contractor's employees. Company identification must be worn while performing landscape services at the parks **by all employees**. An identifiable T-shirt uniform is acceptable. Contractor vehicles must display the company name.

### III. General Specifications

The County has divided this bid into four sections; Sections 1 through 4. In an effort to ensure adequate and timely maintenance of all sites it is our intent to award each section to different contractors. The County, however, reserves the right to award the contract in its best interest. **The County reserves the right to adjust the quantity and delineation of the work should a backlog develop due to a failure to execute the work as stated in the bid by any contractor.**

Award will be made to the lowest responsive and responsible bidders. 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.

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.

**A proposed schedule of service visits at each location should be provided to the County with your bid.** Failure to provide a schedule may result in bid being deemed non-responsive. The intent is to approve the proposed schedule with each service provider recommended for award, prior to award. The awarded service provider's will be expected to adhere to the schedule. If adjustments are necessary, they should be submitted in writing to Gwinnett County Department of Community Services for approval prior to implementing. All changes to the schedule are subject to approval by Gwinnett County Department of Community Services.

ITEM #	LOCATION	APPROXIMATE MAINTENANCE AREA	MOW EDGE BLOW	BEDS, ISLANDS, HEDGES AND TREES MAINTENANCE
<b>SECTION I – NORTH AND NATURAL &amp; CULTURAL RESOURCE MANAGEMENT LOCATIONS</b>				
1	Collins Hill Aquatic Center 2200 Collins Hill Rd., Lawrenceville	7 acres	X	X
2	EE Robinson Baseball Complex 885 Level Creek Rd. Sugar Hill	7 acres	X	X
3	EE Robinson Football Complex 650 Peachtree Industrial Blvd. Sugar Hill	4 acres	X	X
4	Environmental Heritage Center 1 220 Clean Water Dr. Buford	19 acres	X	X
5	Environmental Heritage Center 2 220 Clean Water Dr. Buford	4 acres	X	X
6	George Pierce Park 55 Buford Hwy. Suwanee	6 acres	X	X
7	Little Mulberry Park Dam 1300 Mineral Springs Rd. Dacula	3 acres	Mow 1x per month	N/A
8	Rock Springs Park Soccer Complex 310 Old Peachtree Rd. Lawrenceville	13 acres	X	X
9	Settles Bridge Park 380 Johnson Rd. Suwanee	21 acres	X	X

ITEM #	LOCATION	APPROXIMATE MAINTENANCE AREA	MOW EDGE BLOW	BEDS, ISLANDS, HEDGES AND TREES MAINTENANCE
<b>SECTION II – EAST LOCATIONS</b>				
1	Dacula Park and Activity Center 205 Dacula Rd. Dacula	13 acres	X	X
2	Freeman's Mill Park 1401 Alcovy Rd. Lawrenceville	9 acres	X	X
3	Harbins Park 3200 New Hope Rd. Dacula	19 acres	X	X
4	Parks Operations Center 352 Hosea Rd. Lawrenceville	11 acres	X	X
5	Rabbit Hill Park 401 Rabbit Hill Rd. Dacula	20 acres	X	X
6	Rhodes Jordan Park 100 E. Crogan Street Lawrenceville	22 acres	X	X
7	Rhodes Jordan Park Dam 100 E. Crogan Street Lawrenceville	4 acres	Mow 1x per month	N/A
8	Tribble Mill Park Dam 2125 Tribble Mill Pkwy. Lawrenceville	4 acres	Mw 1x per month	N/A
9	Vines Park 3500 Oak Grove Rd. SW. Loganville	2 acres	X	X
<b>SECTION III – WEST LOCATIONS</b>				
1	Club Drive Park 330 Club Drive Lawrenceville	9 acres	X	X
2	Graves Park 1540 Graves Rd. Norcross	8.5 acres	X	X
3	Holcomb Bridge Park 4300 Holcomb Bridge Rd. Peachtree Corners	3 acres	X	X
4	Jones Bridge Park 4901 East Jones Bridge Rd. Peachtree Corners	17 acres	X	X
5	Lilburn Activity Center 788 Hillcrest Rd. Lilburn	2 acres	X	X

ITEM #	LOCATION	APPROXIMATE MAINTENANCE AREA	MOW EDGE BLOW	BEDS, ISLANDS, HEDGES AND TREES MAINTENANCE
6	Lions Club Park 5500 Rockbridge Circle Lilburn	20 acres	X	X
7	Lucky Shoals Park 4651 Britt Rd. Norcross	7 acres	X	X
8	Pinckneyville Park Community Ctr 4650 Peachtree Industrial Blvd. Norcross	7 acres	X	X
9	West Gwinnett Park & Aquatic Ctr 4488 Peachtree Industrial Blvd. Norcross	22 acres	X	X
<b>SECTION IV – SOUTH LOCATIONS</b>				
1	Bethesda Aquatic and Senior Centers/Softball complex 225 Bethesda Church Rd. Lawrenceville	14 acres	X	X
2	Deshong Park 2859 North Deshong Rd. Stone Mountain	16 acres	X	X
3	Gwinnett Historic Courthouse 185 East Crogan Street Lawrenceville	2 acres	X	X
4	Harmony Grove Park (excluding Fields 1 and 2) 119 Harmony Grove Rd. Lilburn	1.65 acres	X	X
5	Isaac Adair House/Lawrenceville Female Seminary 15 South Clayton Street Lawrenceville	1 acre	X	X
6	JB Williams Park 4935 Five Forks Trickum Rd. Lilburn	4.55 acres	X	X
7	Lenora Park Football Complex (excluding football field) 4500 Lenora Church Rd. Snellville	6.19 acres	X	X
8	Mountain Park Aquatic Center 1063 Rockbridge Rd. Stone Mountain	14 acres	X	X
9	Promised Land 1 4496 Anderson Livsey Lane Snellville	4.45 acres	X	X

ITEM #	LOCATION	APPROXIMATE MAINTENANCE AREA	MOW EDGE BLOW	BEDS, ISLANDS, HEDGES AND TREES MAINTENANCE
10	Ronald Reagan Park 2777 Five Forks Trickum Rd. Lawrenceville	21 acres	X	X
11	Sweet Water Park 800 Bethesda School Rd. Lawrenceville	13 acres	X	X
12	Yellow River Park 3232 Juhan Rd. Stone Mountain	13 acres	X	X
13	Yellow River Post Office 3519 Five Forks Trickum Rd. Lilburn	5 acres	X	X

**Site Visits**

It is recommended bidders visit the sites listed above prior to bid submission. It shall be the bidder’s responsibility to understand the areas of lawn, planting beds, mulched beds and the number of ornamental shrubs, ground cover and trees to be maintained under this Contract. If clarification of property boundaries or areas of maintenance responsibility are unclear, the bidder shall request specific clarification and the County will respond with clarifications through an addendum. Because of the size and complexity of the park facilities, aerial site photos are furnished with the bid documents.

At the start of services under this contract, a County representative will meet the successful bidder at each service location to inspect the properties, confirm scope at each location and identify any special needs or problem areas.

Aerial site maps for each location are included in Exhibit A (located on the ftp site). Each map shows the boundaries of the service area and blocked out athlete fields which are NOT part of this contract. Mowing area sizes on each map include all amenities (buildings, parking lots, pools, wooded areas, trails, etc.) so total acreage indicated exceeds the actual mowing sizes.

To access the documents on the FTP site, please use the following access information.  
 Use internet browser to pull up address ftp://74.174.32.37  
 Username - gwinnett  
 Password - pub7368  
 Locate the “Community Services” folder and then “BL010-21 Grounds Maintenance Maps” to access.

**IV. General Requirements**

- a. The use of subcontractor’s to provide services under this contract will NOT be accepted. Services must be provided by employees of the awarded contractor’s company.
- b. There shall be at least one person, in a position of responsibility, representing the Contractor on site at all times that is capable of translating from English to languages used by the work force.
- c. Any damage to County property, grounds or structures, made by the Contractor during the execution of this contract will be the responsibility of the Contractor to repair, at no cost, to the satisfaction of the County.
- d. All contractors doing work on behalf of Gwinnett County are responsible for any damage they do to private property.

- e. All Contractors should submit with their bid, certification that their firm (or an employee assigned to this account) has a current Georgia Category 24 Commercial Pesticide Applicators License. All MDS sheets must be supplied post award to identify what chemicals will be applied.
- f. Copies of any and all specialized training and/or certifications should be included with your bid.
- g. Pesticide applications require prior approval by County representative and will be completed by a licensed technician. The Contractor must take all precautions and safety measures required by the laws and regulations governing applications of pesticides. Said applications shall comply with all OSHA, State and Local restrictions.
- h. Log sheets of pesticide application should be emailed to the County representative within 48 hours following application along with property service report

### **Property Service Reports**

Property Service Reports (see attached) should be emailed to the County within 48 hours following each service. Reports must show what services were performed as well as noting any issues that prevented completion of all services that day and include the intended completion date. Reports must be dated and signed by the crew foreman that performed that service.

Post award, the contractor will work with the Community Services' representative to finalize a fixed service schedule.

Gwinnett County reserves the right to perform any work using in-house forces when deemed advantageous to the County. Contractor shall be required to cooperate with and accommodate any such efforts by others to ensure efficient execution of the work. This would be a rare exception but may apply to special events.

### **Omissions**

It is the intent of this bid document to procure the services needed. It is not the intent of this document to provide a complete and full description of the standard methods and materials necessary to achieve the end result. The omission from these documents of standard procedures or practices normally used in the completion of this work shall not relieve the successful contractors from the performance of these requirements nor be cause for claims of additional compensation. Submission of a bid shall be evidence that the contractor considers the work to be adequately described in the bid documents.

It is the intention of this specification to acquire grounds maintenance services for various parks throughout Gwinnett County. Any services that have been omitted from this bid document which are clearly necessary for the complete maintenance of any facilities shall be considered a requirement although not directly specified or noted within.

## **V. SPECIFICATIONS**

From March 1 to October 31, One service per week must be provided. One service per week means one service every 7 days, and does not allow for deviation from that requirement unless under special circumstance approved in writing by the appropriate county representative. The week is considered Monday – Friday. If a service cannot be completed Monday – Friday, the corresponding county representative must be contacted and made aware. At that point the contractor will be notified if the service can be completed Saturday or Sunday (depending on events occurring on the weekend at the specific site). If not able to make up the service, there will be no service for that week and invoicing must reflect the missed service.

From November 1 to February 28/29, two services per month must be provided, no more than 14 days apart. All work is to be completed Monday through Friday. No work is to be performed on the weekends without prior written approval from Gwinnett County. Approval may be granted if delay is due to weather or other unforeseen circumstance.

\*Note: Contractor will provide pruning of trees & shrubs per service as needed throughout the growing season to maintain their shape and form using proper horticultural practices.

- A. Basic Lawn Maintenance Services** – All applicable services must be performed during each visit. Areas that cannot be serviced because of extenuating circumstances (pedestrians, wet conditions, parked cars, etc.) that result in an **additional trip will count as one visit only**.

All lawn areas identified in this bid are to be serviced as follows:

1. Trash and litter shall be removed from all areas within the site zone prior to service.
2. All specified lawn areas are to be mowed to ensure vegetation does not exceed 3" in height. Sports fields and dog parks are NOT to be maintained by the contractor. (See Jones Bridge & W. Gwinnett Aquatic Center maps.)
3. During dry periods, the height of the cut will be raised to prevent damage to lawn areas, with prior approval by County representative.
4. Mowing patterns are to be alternated at each cutting to eliminate any ruts forming from mower wheels.
5. All lawn areas shall be mechanically edged at each service. This shall include all curbs, sidewalks, parking areas and all areas abutting turf in order to maintain a neat and clean appearance.
6. In lawn areas, all grass shall be string trimmed/edged around concrete slabs, utility pads, signs, picnic tables, benches and other areas that prevent mower access.
7. String trimming/edging will be done with each mowing. String trimming/edging around trees and shrubs that are not in a planting bed will be accomplished without damage to plants.
8. The Contractor is responsible for removing any excess clippings/thatch that may/will harm existing turf. Contractor shall completely remove all clippings, tree trimmings and excess plant material from County property and dispose of properly during each service visit to each site.
9. All mower blades should be kept sharp to prevent damage to the turf.
10. All lawn mowers shall be mulching mowers to prevent any side discharge for safety of pedestrians and to ensure a clean and neat appearance upon completion.
11. All hardscapes and paved areas (including parking lots and curb gutters) are to be blown off at each service visit to remove debris, etc. Material cannot be blown into storm drains; they must remain free of debris and be functional.
12. Maintenance around dam areas shall consist of mowing and string trimming only and shall occur once a month per the service calendar. Dam areas are to be mowed at minimum of 3 ½" and a maximum of 5". This prevents the turf from being mowed at a short height that will cause erosion issues that will compromise the structural integrity of the dam. Absolutely no chemicals shall be applied in the dam areas.
13. At each location all work (mowing, edging, trimming, etc.) must be completed during the same visit. Detailing cannot be done one day and mowing on a different day during the same week. The only acceptable reason for returning to complete work is due to inclement weather that occurs while vendor is onsite servicing a location. Any such incident should be immediately (same day) reported to the appropriate County representative via email.
14. When spraying chemicals such as RoundUp the spray path around signs, light poles, beds or any other structure must be no wider than 4 inches.

**B. Management of Planting Beds, Islands & Tree Wells**

This section is for the management and upkeep program of the ornamental shrubs and trees in various bed areas, median strips, and islands at some sites. The purpose of this program is 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 both a healthy and an aesthetic manner.

1. In the period from November through January, or as the season dictates, contractor will remove leaves and trash from formally bedded areas. Leaves will be bagged, removed from County property and disposed of properly.
2. Weeds are unacceptable in planting areas and beds. At each visit throughout the year remove weeds where weeds/invasive plants currently exist. Further control may be maintained using pre-emergent and post-emergent herbicides as mutually agreed upon by contractor and County representative, however, if ineffective; physically removing weeds and other invasive plants will be required.
3. Insecticides and fungicides will be applied when there is evidence of infestations. The Contractor will periodically inspect the plant material to determine if services are needed.
4. During each visit as needed All shrubs, ground cover and trees less than 18 feet in height will be trimmed, shaped, and sheared in accordance with the guidelines provided by the National Arborist Association for



Class II, Standard Pruning, to develop the natural form of the plant, and create the effect desired by the County. See attached.

5. Contractor will provide pruning of trees & shrubs per service as needed throughout the growing season to maintain their shape and form using proper horticultural practices.
6. Contractor will clean up all material resulting from these pruning and trimming activities. Contractor will remove all material from County property the same day work is performed.

**C. Invoicing**

1. Compensation will be based on the weekly fees provided in the Bid Schedule for the specific services at each designated park.
2. Invoices should be submitted to the County bi-weekly, at a minimum.
3. The invoice must include the Purchase Order number. The invoice should state the date(s) and location(s) where the work was performed.
4. The invoice needs to be detailed by line items on the Bid Schedule. Gwinnett County will only pay for work performed in accordance with the specifications and schedule provided by the contractor.

**D. Communications During Bid/Quote Solicitation Period**

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

**E. Insurance**

The successful Contractor will be required to meet the attached Standard insurance requirements. The insurance must be current and be maintained throughout the term of the Contract. The insurance company must 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.

**F. Right of Cancellation**

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.

**National Arborist Association for Class II, Standard Pruning Guidelines**

This standard, revised in 1989, is provided by the National Arborist Association to assist tree service companies, utilities, municipalities, etc. in writing contract specifications for tree pruning. It is not intended to be a "how-to" guide, but to define the limits and criteria for arboricultural work, recognizing that regional practices may dictate variations in this standard. It was prepared by the Standard Practices Committee of the National Arborist Association, Inc., a professional trade association founded in 1938

Standard pruning is recommended where aesthetic considerations are secondary to structural integrity and tree health concerns. Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunk, as well as those inside the leaf area. An occasional branch, up to one inch in diameter may remain within the main leaf area where it is not practical to remove it.

All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts should remain firmly attached.

All branches too large to support with one hand shall be pre-cut to avoid splitting or tearing near the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground

Treatment of cuts and wounds with wound dressing or paints has not been shown to be effective in preventing or reducing decay, and it is not generally recommended for that reason. Wound dressing over infected wood may actually stimulate the decay process. If wounds are painted for cosmetic or other reasons, then materials non-toxic to the cambium layer of meristematic tissue must be used. Care must be taken to apply a thin coating of the material only to the exposed wood.

Old injuries are to be inspected. Those not closing properly and where callus growth is not already completely established should be bark traced if the bark appears loose or damaged. Such tracing shall not penetrate the xylem (sapwood), and margins shall be kept rounded.

Equipment that shall damage the bark and cambium layer should not be used on or in a tree, (spurs, hooks, irons). Sharp tools shall be used so that clean cuts will be made at all times.

All cut limbs shall be removed from the crown upon completion of the pruning.

Trees susceptible to serious infectious diseases should not be pruned at the time of year during which the pathogens causing the diseases or the insect vectors are most active. Similarly, if pruning wounds may attract harmful insects, pruning should be timed so as to avoid insect infestation.

The presence of any disease condition, fungus fruit bodies, decayed trunk or branches, split crotches or branches, cracks or other structural weakness should be addressed and corrective measures recommended to the owner.

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

**BID SCHEDULE**

ITEM #	LOCATION	MOW/EDGE/BLOW PER VISIT	BEDS/ISLANDS/PRUNE PER VISIT	ANNUAL COST
<b>SECTION I – NORTH AND NATURAL &amp; CULTURAL RESOURCE MANAGEMENT LOCATIONS</b>				
1	Collins Hill Aquatic Center	\$____ x 43	\$____ x 43	\$
2	EE Robinson Baseball Complex	\$____ x 43	\$____ x 43	\$
3	EE Robinson Football Complex	\$____ x 43	\$____ x 43	\$
4	Environmental Heritage Center 1	\$____ x 43	\$____ x 43	\$
5	Environmental Heritage Center 2	\$____ x 43	\$____ x 43	\$
6	George Pierce Park	\$____ x 43	\$____ x 43	\$
7	Little Mulberry Park Dam	\$____ x 12		\$
8	Rock Springs Park Soccer Complex	\$____ x 43	\$____ x 43	\$
9	Settles Bridge Park	\$____ x 43	\$____ x 43	\$
<b>Section I Total</b>				\$
<b>SECTION II – EAST LOCATIONS</b>				
1	Dacula Park and Activity Center	\$____ x 43	\$____ x 43	\$
2	Freeman’s Mill Park	\$____ x 43	\$____ x 43	\$
3	Harbins Park	\$____ x 43	\$____ x 43	\$
4	Parks Operations Center	\$____ x 43		\$
5	Rabbit Hill Park	\$____ x 43	\$____ x 43	\$
6	Rhodes Jordan Park	\$____ x 43	\$____ x 43	\$
7	Rhodes Jordan Park Dam	\$____ x 12		\$
8	Tribble Mill Park Dam	\$____ x 12		\$
9	Vines Park	\$____ x 43	\$____ x 43	\$
<b>Section II Total</b>				\$

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

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**BID SCHEDULE**

ITEM #	LOCATION	MOW/EDGE/BLOW PER VISIT	BEDS/ISLANDS/PRUNE PER VISIT	ANNUAL COST
<b>SECTION III – WEST LOCATIONS</b>				
1	Club Drive Park	\$____ x 43	\$____ x 43	\$
2	Graves Park	\$____ x 43	\$____ x 43	\$
3	Holcomb Bridge Park	\$____ x 43	\$____ x 43	\$
4	Jones Bridge Park	\$____ x 43	\$____ x 43	\$
5	Lilburn Activity Center	\$____ x 43	\$____ x 43	\$
6	Lions Club Park	\$____ x 43	\$____ x 43	\$
7	Lucky Shoals Park	\$____ x 43	\$____ x 43	\$
8	Pinckneyville Park Community Center	\$____ x 43	\$____ x 43	\$
9	West Gwinnett Park & Aquatic Center	\$____ x 43	\$____ x 43	\$
<b>Section III Total</b>				\$
<b>SECTION IV – SOUTH LOCATIONS</b>				
1	Bethesda Aquatic Center	\$____ x 43	\$____ x 43	\$
2	Bethesda Senior Center	\$____ x 43	\$____ x 43	\$
3	Deshong Park	\$____ x 43	\$____ x 43	\$
4	Gwinnett Historic Courthouse	\$____ x 43	\$____ x 43	\$
5	Harmony Grove Park (excluding Fields 1 and 2)	\$____ x 43	\$____ x 43	\$
6	Isaac Adair House/Lawrenceville Female Seminary	\$____ x 43	\$____ x 43	\$
7	JB Williams Park	\$____ x 43	\$____ x 43	\$

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

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**BID SCHEDULE**

8	Lenora Park Football Complex (excluding football field)	\$____ x 43	\$____ x 43	\$
<b>ITEM #</b>	<b>LOCATION</b>	<b>MOW/EDGE/BLOW PER VISIT</b>	<b>BEDS/ISLANDS/PRUNE PER VISIT</b>	<b>ANNUAL COST</b>
9	Mountain Park Aquatic Center	\$____ x 43	\$____ x 43	\$
10	Promised Land	\$____ x 43		\$
11	Ronald Reagan Park	\$____ x 43	\$____ x 43	\$
12	Sweet Water Park	\$____ x 43	\$____ x 43	\$
13	Yellow River Park	\$____ x 43	\$____ x 43	\$
14	Yellow River Post Office	\$____ x 43	\$____ x 43	\$
<b>Section IV - Total</b>				<b>\$</b>
<b>GRAND TOTAL (Section I + Section II + Section III + Section IV)</b>				<b>\$</b>

*In an effort to ensure adequate & timely landscape maintenance, it is Gwinnett County's intent to award each Section to a different contractor. Therefore, if your firm is the low responsive and responsible bidder on multiple sections, only one section may be awarded to your firm. Please rank the sections you would prefer to be awarded if your firm is the low responsive and responsible bidder for multiple sections. One being the Section that is your first choice, two, your second choice, three, your third choice and four, your fourth choice. If no selection is made below, Gwinnett County reserves the right to make an award deemed in its best interest.*

**Section I:** \_\_\_\_\_

**Section III:** \_\_\_\_\_

**Section II:** \_\_\_\_\_

**Section IV:** \_\_\_\_\_

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 February 28, 2021 or upon award.**

Unless otherwise noted, quoted prices will remain firm for four (4) additional one-year periods. If a percentage increase or decrease will be a part of this bid, please note this in the space provided together with an explanation:

**1<sup>st</sup> Renewal Option**\_\_\_\_ increase/decrease (circle one)

**3rd Renewal Option** \_\_\_\_ increase/decrease (circle one)

**2nd Renewal Option**\_\_\_\_ increase/decrease (circle one)

**4th Renewal Option** \_\_\_\_ increase/decrease (circle one)

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

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

**BID SCHEDULE**

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. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.**

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 \_\_\_\_\_

Complete Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Contact Person (if someone other than the authorized representative listed above): \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

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

**REFERENCES**

Gwinnett County requested a minimum of five (5) commercial account references for which your firm provided similar lawn and planting bed maintenance (preferably parks/government accounts). All references must be for services provided within the past five years. Reference information must be accurate and complete. Contact person must have direct knowledge of your firm’s experience.

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

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Annual Contract Amount \$\_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Annual Contract Amount \$\_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Annual Contract Amount \$\_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING REJECTED.**

**REFERENCES CONTINUED**

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

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

Company Name \_\_\_\_\_





## STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
  
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
  
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
  
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

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



**BL010-21, Provision of Grounds Maintenance Services at Various Parks & Recreation Locations on an Annual Contract**

**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\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**For Gwinnett County Use Only:**  
**Document ID #** \_\_\_\_\_  
**Issue Date:** \_\_\_\_\_  
**Initials:** \_\_\_\_\_

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





**BL010-21, Provision of Grounds Maintenance Services at Various Parks & Recreation Locations on an Annual Contract**

**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
Name	
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
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)

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

**BL001-20, Provision of Grounds Maintenance Services at Various Parks and Recreation Locations on an Annual Contract**

**Buyer Initials: KI**

**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

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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 (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

#### **XVI. NON-COLLUSION**

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 E02011, Sec. 54-33. The ordinance will be available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.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@gwinnettcounty.com](mailto:vendorelectronicpayment@gwinnettcounty.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your

online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

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

For more information about Electronic Payments, please 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.



# Weekly Landscaping Property Service Report

Check mark by each completed item during current visit

Date: \_\_\_\_\_ Location: \_\_\_\_\_

Arrival time: \_\_\_\_\_ Departure Time: \_\_\_\_\_

Grass mowed in all areas as specified per current contract \_\_\_\_\_

Curbs, walkways, sidewalks, and all hardscapes edged \_\_\_\_\_

Weed eating performed around poles, signs, and areas where the mower missed \_\_\_\_\_

Hedges and Shrubs trimmed \_\_\_\_\_

Weed treatment applied to existing bed weeds \_\_\_\_\_

Shrubs overhanging sidewalks, curbs, and pedestrian walkways pruned \_\_\_\_\_

Ground cover overhanging curbs and sidewalks pruned/trimmed \_\_\_\_\_

Remove litter and leaves from lawns, plants, and planters located in designated areas per current contract \_\_\_\_\_

Remove any sucker growth from tree trunks \_\_\_\_\_

Remove any fallen or broken branches from trees \_\_\_\_\_

Remove weeds larger than 2 inches in height and 2 inches wide from planters and islands \_\_\_\_\_

Replace any plants damaged by contractor at contractor's expense. Notification and authorization by Gwinnett County required \_\_\_\_\_

Check site for excessively wet or dry areas and notify Gwinnett County Parks and Recreation if found \_\_\_\_\_

All areas blown clean ( walkways, sidewalks, curbs and curb gutters, grass clippings etc.) \_\_\_\_\_

Contractor: \_\_\_\_\_ Print, sign

Checked by: \_\_\_\_\_ Print, sign

Date for items not performed during this visit to be completed by: \_\_\_\_\_

Other work performed/comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_