



November 14, 2022

**INVITATION TO BID
BL140-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for the **Provision of Supplemental Landscaping Maintenance Services on a Term Contract** for the Department of Fire and Emergency 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 **December 8, 2022**, at the Gwinnett County Financial Services – Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website, www.gwinnettcounty.com.

Service providers are urged to visit the sites prior to bidding. Site locations and timeframes to visit are listed starting on pages 7-8 of the invitation.

Questions regarding bids should be directed to Casey Beauston, Purchasing Associate II, at casey.beauston@gwinnettcounty.com or by calling 770-822-7995, no later than 3:00 P.M. local time on **December 1, 2022**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful service providers will be required to meet insurance requirements. 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.

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

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

Award will be made to the service provider(s) 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 service provider(s) at its discretion.

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

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

Casey Beauston
Purchasing Associate II

The following pages **should be returned** in duplicate as your bid: **Bid Schedule, Pages 18-21**
References, Pages 22-23
Statement of Qualifications, Page 24
List of Subcontractors, Page 25
Code of Ethics Affidavit, Page 26
Contractor Affidavit and Agreement, Page 27

PROVISION OF SUPPLEMENTAL LANDSCAPING MAINTENANCE SERVICES ON A TERM CONTRACT

INTRODUCTION

The Gwinnett County Department of Fire and Emergency Services is soliciting bids from qualified service providers for landscaping maintenance services at multiple sites throughout Gwinnett County. This includes service areas within all stations within unincorporated Gwinnett County and cities located within Gwinnett County. All the sites are county owned and maintained property. 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 the Scope of Services. The Scope of Services includes the following activities:

1. Comprehensive Lawn Maintenance Services
2. Management of Ornamental Shrubs, Trees, and Landscaped Beds
3. Lawn Fertilization, Weed/Pest Control, Over-Seeding and Aeration
4. Mulching of Planted Beds
5. Landscaping Enhancements

The lawns covered under this contract are a variety of sizes and types, and the bidding service providers 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.

During the bid review process, the County reserves the right to visit qualified service providers' facilities to determine if the service provider is properly equipped to fulfill the Scope of Services described below. The County will continue to reserve the right to award in its best interest.

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 County also reserves the right to adjust the number of services needed, and how often, at each facility. **The services shall be for a term from time of award through April 18, 2024.**

SCOPE OF SERVICES

1. Comprehensive 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 **additional trips will count as one visit only**.

All areas in Section "Service Locations" (Fire Facilities) are to be serviced as follows:

Mowing

The Service Provider shall mow lawns and turf areas, typically every two (2) weeks (or as often as Bid Schedule approximates), or as weather conditions dictate. Prior to each mowing, trash, sticks, and other unwanted debris shall be removed 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. Mowers utilized shall be kept well maintained, and mower blades shall be kept sharp so as to not damage grass. Also, during drier periods, the height of the cut shall be raised so as to prevent damage to grass. Mowing patterns shall be alternated on a regular basis to prevent formation of ruts from the mower wheels.

With each mowing operation, the Service Provider also shall provide trimming and edging services with powered or manual equipment. 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 remove and dispose of resultant clippings, as well as excess grass clippings and other debris from walkways, curbs, and planting beds.

The Service Provider also shall remove all debris from edging and sweep or blow landscaped surfaces clean. The Service Provider shall treat all ant beds found on the grounds as a part of these basic services. These services shall be scheduled and coordinated with the mowing described above.

Cutting Specifications

Warm Season Grasses: Lawns with warm season grasses will be scalped to a height of approximately one and one half inches (1.5") in early March prior to growing season. During the growing season, lawn areas with warm season grasses will be maintained at a height of two to two- and one-half inches (2 – 2.5"). 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: Lawns with cool season grasses typically will be maintained at a height of between two and two- and one-half inches (2 – 2.5"). The Service Provider may use its professional judgment to ensure that grass blades are adequate in length to shade the root system. And as noted earlier, exceptions may be made to this requirement during particularly dry periods. 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.

2. 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 at the designated facilities. 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. All site visits and the services provided shall be documented.

A. The Service Provider **shall weed all beds** containing ground cover, perennials, shrubs, and trees on a regular basis throughout the growing season to maintain a neat appearance at all times. This weed control will be accomplished through mulching, hand weeding and application of pre-emergent and post-emergent herbicides as needed. Powered equipment is **NOT** to be used in landscaped beds. The Service Provider shall make one scheduled pre-emergent herbicide application in all bed areas in early spring. Beds with ground cover that may be damaged by pre-emergent applications shall be excluded from this scheduled application. Use of post-emergent herbicides will be at the Service Provider's discretion and recommendation, but with the County's approval of the frequency and type of application.

B. Service Provider shall fertilize all shrubs and ground covers with a balanced fertilizer at a rate of 4 pounds per 100 square feet of bed area once in the spring. Service Provider will fertilize all ornamental trees (under 25 feet in height) in beds or tree rings once per year with a balanced fertilizer at a rate of 1 pound per inch of trunk caliper.

C. Service Provider shall prune ornamental shrubs and trees 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 three (3) times in growing season, or as recommended by Service Provider. 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. (The Service Provider will not be responsible for rejuvenation pruning of overgrown shrubs, but it will trim such shrubs to prevent encroachment on walkways or parking 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 under 25 feet in height that are within beds or tree rings. A formal pruning including cuts to lateral branches and buds will be made once per year. During regular site visits, subsequent prunings will be made to eliminate suckers, water sprouts and low hanging branches. All tree pruning will be performed under the guidelines provided by the National Arborist Association for Class II, Standard Pruning.

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.

D. The Service Provider shall provide a program for control of insects, fungus, and disease that may affect the shrubs and trees to be maintained under this section. This program shall apply to shrubs and trees under 25 feet in height. The Service Provider shall develop this program utilizing integrated pest arrangement practices with these six components: 1) emphasis on control not eradication, 2) preventive planting and maintenance practices, 3) regular observation and monitoring, 4) mechanical controls, 5) biological controls, and 6) responsible pesticide use. Although the Service Provider may develop its own monitoring schedule, at a minimum, it should include inspections in early March, May, July, and October. The program will allow for utilization of pesticides and fungicides only as a last resort for control or to eradicate identified infestations. The Service Provider will inform the County of any infestations detected and will provide a scope and cost quote for the County's consideration. Upon the County's authorization, the Service Provider will provide the proposed treatments. The times, dates, and locations of all such pesticide applications must be provided to the County in advance. Such applications must be on weekends or off normal business hours, and the Service Provider will provide all notices, barriers and traffic restrictions required to ensure the safety of employees and the public.

All Areas in Section 7.A. are to be serviced as follows:

3 A . Lawn Fertilization, Weed/Pest Control, Over Seeding and Aeration

Fertilization and Weed Control

The County recognizes that every lawn has different characteristics, and that to be effective the selected Service Provider may have to customize its treatment of the various lawns. Thus, the County does not attempt to specify the nature and intensity of all chemicals, fertilizers, or other products to be used. Nevertheless, the County does require that at a minimum, the Service Provider provide the following number and types of applications at each facility where these services are requested. These applications will be considered basic services and should be included in the Service Provider's fee.

Fertilization Specifications:

Warm Season Grasses:

Late Winter/Early Spring Application: Apply pre-emergent herbicide for crabgrass control and post-emergent herbicide for control of broadleaf and grass weeds from winter. Avoid fertilization that would enhance weed growth.

Spring Application: Apply pre-emergent herbicide for crabgrass control and post-emergent herbicide for control of broadleaf and grass weeds. Apply blended fertilizers at heavy rate for green-up and winter season recovery.

Early Summer Application: Apply pre-emergent herbicide (booster) if needed for continued crabgrass control. Apply post-emergent herbicide selectively for control of broadleaf and grass weeds. Apply balanced dry fertilizer to coincide with vigorous grass growth and hold peak color.

Late Summer Application: Apply post-emergent herbicide (if necessary) for control of summer broadleaf and grass weeds. Apply slow-release fertilizer to maintain turf density and color in peak growing season.

Fall Application (October): Apply custom blended fertilization to encourage and enhance root growth as grass goes dormant. Apply pre-emergent herbicide to prevent winter annuals such as poa annua, henbit and chickweed that commonly invade dormant turf.

Cool Season Grasses:

Early Spring Application: Apply pre-emergent herbicide for crabgrass and broadleaf weed control. Apply balanced fertilizer to promote root development and color in the turf.

Late Spring Application: Apply pre-emergent herbicide to extend crabgrass and broadleaf weed control. Apply balanced fertilizer that prepares turf for summer weather.

Early Summer Application: Spot treat turf with herbicides that control summer and annual weeds. Inspect turf for disease and turf damaging insects and recommend needed treatments (provided on a unit-cost basis). Apply custom blend slow-release fertilization to enhance color in non-peak growing season.

Early Fall Application: After fall over seeding, apply dry fertilizer at heavy rate to promote full recovery and aid newly seeded turf in germination and root development during peak growing season.

Late Fall Application: Apply fertilization to maintain peak color and promote root growth over winter.

Because the results of a turf management program can be adversely affected by weather, the Service Provider will provide service calls and diagnosis between applications at no additional charge to the County. If additional or specialized turf applications are needed because of insects and/or disease, the Service Provider will recommend treatments and provide those at the unit prices outlined herein or as based upon written quotes provided the County during the service period.

Overseeding and Aeration

Aeration shall be done once per year to lawns with cool season grasses covered by these services. Aeration of cool season grasses such as tall fescue shall be coordinated with over seeding, which shall be implemented in early fall prior to the "early fall application" of fertilizers. Aeration of fescue shall consist of removing soil plugs to a depth of 1 ½ to 2 inches uniformly over the entire lawn. Over seeding 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.

3. B. Optional Services

Aeration

Although aeration of cool season grasses is within basic services, aeration of other lawns will be as recommended by the Service Provider to reduce soil compaction common in clay soils. Aeration will be implemented only when agreed to and authorized by the County. Aeration will be accomplished utilizing an open-tine coring type aerator with 3/8 inch to 5/8 inch diameter core or a five point disc with four inch penetrating spikes. Aeration spikes optimally should penetrate the soil to a minimum depth of 1 ½ inch depending on soil conditions. Pricing for aeration will be on a square foot basis.

Lime Application

As a basic service, the Service Provider will provide free soil analyses to determine if lime applications are necessary to reduce the acidity of soils in turf areas. Where turf areas are determined to have a pH of 6.0 or less the Service Provider, at the County's directive, will apply lime. Lime applications typically will be at a rate of 25 pounds per 1000 square feet of turf. Pricing will be on a square foot basis.

Pesticide/Fungicide Applications

As a part of its basic services, the Service Provider will have responsibility for inspecting turf areas for disease, fungus and insect infestations. Treatment to control disease, fungi, and insects in turf areas will be only upon the Service Provider's recommendation and County's approval. The County requests that the Service Provider endeavor to provide such treatments through integrated pest management practices but recognizes that use of pesticides or fungicides may be necessary as a last resort. Applications will be with materials and under schedules approved by the County. Pricing will be on a square feet basis.

Fertilizer/Herbicide Applications

In addition to the provision of each of the Fertilizer/Herbicide Applications as basic services, the County may choose to have the Service Provider provide these same services selectively at locations not included in the basic services designations. Pricing for these applications will be on a square foot basis.

4. Mulching of Planted Beds

The Service Provider shall be responsible for providing and installing mulch twice per year in all presently mulched beds for trees, shrubs, perennials, and groundcover at the designated facilities. These mulching responsibilities shall extend to beds that do not appear to have been mulched in the recent service period. Applications will be coordinated with assigned County Contact. Where applicable, prior to mulch installation, 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 mulch to a uniform depth of two inches (2") in all plant beds and tree rings. Standard black hardwood mulch shall be used where mulch currently exists. The mulch will be pulled back from plant crowns and stems, all excessive sticks and pinecones will be removed from the mulch, and the edges will be neatly rolled and tucked. The Service Provider will blow or sweep 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. In the period from November through January, or as the season dictates, Service Provider will remove leaves from formally bedded areas. Leaves will be bagged and removed from service sites. Mulch may be requested in addition to the two scheduled applications at the request of the County. Pricing for additional mulch will be on a per cubic foot basis.

5. Landscape Enhancement Services

The County may require 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 but are not limited to (including labor and equipment):

- permanent installations and the installation and maintenance of seasonal color
- "Bush hogging" lots
- Clearing and removing undergrowth
- Removing ground cover and shrubs
- Transitioning from pine straw to mulch in a certain area, or vice versa

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 purchase sod, shrubs, trees, or other plant materials from other sources if it deems such is in the County’s best interest. In these instances, the Service Provider is still required to install the material at the hourly rates in its bid.

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:

- A. Remove any previously planted materials.
- B. 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.
- C. Install seasonal color in accordance with landscape specification guidelines for the local area.
- D. Mulch bed to a minimum depth of 1 inch with shredded pine bark or pine straw.
- E. Provide horticultural management to ensure the seasonal color is maintained in a healthy, vigorous condition throughout its normal flowering period.
- F. Monitor mulch levels and add materials to maintain a fresh, manicured appearance. Remove weeds manually as needed. Remove spent blossoms on a weekly basis to maintain plants in most attractive forms.

The installation of seasonal color may be done on a time and material basis or it optionally may be done on a fixed monthly fee/per square foot plus the cost of the flowers.

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 bid document.

SERVICE LOCATIONS

A. Fire Facilities

The following facilities will receive comprehensive landscaping maintenance service as outlined above.

Battalion 2	
Fire Station 3 4394 Five Forks Trickum Road Lilburn, GA 30047	Fire Station 6 3890 Johnson Drive Snellville, GA 30039
Fire Station 9 1900 Five Forks Trickum Road Lawrenceville, GA 30044	Fire Station 12 2815 Lenora Church Road Snellville, GA 30078
Fire Station 22 2180 Stone Drive Lilburn, GA 30047	Fire Station 28 3725 Rosebud Road Loganville, GA 30052
Battalion 3	
Fire Station 10 1131 Rock Springs Road Lawrenceville, GA 30043	Fire Station 14 1600 Buford Highway Buford, GA 30518
Fire Station 18 1515 Mineral Springs Road Hoschton, GA 30548	Fire Station 24 2735 Mall of Georgia Boulevard Buford, GA 30519
Fire Station 26 6075 Suwanee Dam Road Sugar Hill, GA 30518	Fire Station 29 2800 Thompson Mill Road Buford, GA 30519

Battalion 5	
Fire Station 8 2295 Brannan Boulevard Grayson, GA 30017	Fire Station 15 199 Scenic Highway Lawrenceville, GA 30046
Fire Station 16 195 Dacula Road Dacula, GA 30019	Fire Station 17 2739 Brooks Road Dacula, GA 30019
Fire Station 27 2825 Old Fountain Road Dacula, GA 30019	Fire Station 30 1052 Ozora Road Loganville, GA 30052
Fire Station 31 1061 Collins Hill Road Lawrenceville, GA 30043	

Qualified service providers are strongly urged to visit the sites listed prior to submitting a bid. Dates for visiting shall be:

- **November 21 - 23, 2022, between 8:00 A.M. and 5:00 P.M.**
- **November 28 - 30, 2022, between 8:00 A.M. and 5:00 P.M.**

GENERAL REQUIREMENTS

A. Basis of Compensation

Compensation to the Service Provider for Basic Services in Sections 1 - 3A will be based on the monthly fees provided in the Bid Schedule for the specific services at each designated facility.

Compensation to the Service Provider for services in 3B and 4 will be based on the unit prices provided for these work items in the Bid Schedule.

Compensation to the Service Provider for Landscape Enhancement Services, Section 5, 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 the 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 procurement document, the Service Provider shall submit its invoices directly to:

Gwinnett County
Department of Financial Services, Treasury Division
75 Langley Drive
Lawrenceville, Georgia 30046

The Service Provider is encouraged to email invoices to the County directly to Disbursements@gwinnettcountry.com. Invoices shall include the applicable Purchase Order Number and shall state the locations, services, and monthly rates from the Bid Schedule.

For all of the Service Provider's services provided under the unit price provisions in Optional 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. A Work Order Tracking Number
4. Location of Services – Facility Name/Address
5. Description of Services Performed
6. Unit Costs and Extended Price (Optional Services)
7. Personnel Utilized and Hours of Service (Timesheets required for services with a value over \$1,000)
8. Calculation of Personnel Cost
9. Itemization and Costs of Plant Materials with Copies of Supporting Invoices (Enhancement Services)
10. Total Cost of Services

The Service Provider shall submit the Work Order Reports within 48 hours of the completion of the services (exception for Enhancement Services requiring more than a day of work) to the County's Contract Representative. The Work Order Report shall be transmitted by facsimile or e-mail. The County's Contract Representative will review the Work Order Report and respond in writing by facsimile or 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 address as noted above. The invoices shall include the applicable Purchase Order Number and the Work Order Tracking Number, and shall be formatted according to the terms and rates in the Bid 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 Gwinnett County Department of Fire and Emergency Services will designate a Contract Representative(s) who will have primary responsibility for communications with the Service Provider. The role and responsibilities of the Contract Representative(s) 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

Some locations may require coordination with the Contract Representative(s) of services due to accessibility.

Site maps for locations included in this solicitation are for reference only. Prior to the start of services under this contract the Contract Representative will walk all of the service locations with the Service Provider Representative to inspect the properties, confirm scope at each location and identify any special needs or problem areas.

The Service Provider will complete and submit to the Contract Representative a Service Report documenting each service visit for basic landscaping maintenance. The Service Report will indicate the name of the facility, the date/time 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 will submit the Service Report to the County Representative within 48 hours of completion in order to allow the county representative time to ensure the services were provided. The Service Provider's failure to submit Service Reports may be reason for the County

to withhold payments on the affected facilities.

The Service Provider's Representative will meet with the Contract Representative once every two months to review ongoing services, the status of repairs and enhancement projects, and any special needs or problems. Two of these meetings, in April and October, will be coordinated with Quality Audits in which the Contract Representative and Service Provider Representative will inspect all the service locations to assess the services being provided and identify any problems or issues that need attention.

Once per year the Service Provider will conduct a customer service survey soliciting feedback on service quality. This survey will be sent to representatives at all facilities serviced under the Contract. The Service Provider will report the results of the surveys to the County Contract Representative.

PERFORMANCE STANDARDS AND QUALITY ASSURANCE

A. Protection, Cleaning and Restoration of Work Sites

In providing landscaping maintenance, 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.

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. Barricades and warning signs shall comply with safety regulations. Service Provider shall provide and require use of safety equipment, clothing with the service providers company name displayed, and accessories as required by its work activities and safety regulations. Service Provider vehicles must display the company name.

All contractors submitting a bid should provide a list of equipment currently owned and the number of employees available to complete the work specified (See Statement of Qualifications).

C. Specific Requirements for Use of Pesticides, Herbicides and Fertilizers

Prior to commencing work under the Contract, the Service Provider will supply the County with Material and Safety Data Sheets (generally in the format of OSHA Form 174) on all chemical materials to be used under the Contract. This information will be subject to review by the County's Risk Management Division, which may restrict or otherwise provide direction on the usage of certain items. The County reserves the right to refuse the use of any material the County deems to be substandard or unsuitable. During implementation of its services, the Service Provider shall take all precautions and safety measures required by the laws and regulations governing applications of pesticides, herbicides, and fertilizers. Such applications shall comply with local, state, and federal restrictions. The Service Provider shall submit a copy of a current pesticide license in each year it provides services under the Contract; the Service Provider may subcontract this service if it is unlicensed.

SPECIAL REQUIREMENTS

A. Access to Locked Areas: Upon award, keys will be issued to the successful service provider to sites that are locked. This is a key lock system that accesses multiple sites. The service provider will be responsible for replacing this key lock system and replacement keys in the event a key is lost.

B. 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.

C. Subcontracting

The County requires that these services be performed by a single contractor. 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. Service Provider shall provide all associated subcontractor(s) pricing at time of bid submission.

D. 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. When the County approves these new services (or deletes existing services) the Contract will be modified by change order to incorporate these added or deleted costs in the Contract.

E. 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.

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.

F. Insurance

Prior to award and throughout the contract period, the successful Service Provider must submit and maintain insurance in compliance with the enclosed Standard Insurance Requirement section. Any damage to county property, grounds or structures made by the Service Provider during execution of this contract will be the responsibility of the Service Provider to repair, at no cost, to the satisfaction of the County.

G. Award

The Contract will be awarded to the lowest responsive and responsible bidder(s) based on the cumulative pricing for all services bid. The County reserves the right to reject any and all bids, to waive technicalities and to make the award as deemed in the best interest of the County.

SITE VISITS

It shall be the prospective Service Provider's responsibility to visit sites before bidding. Pre-determined dates and times to visit are provided in Service Locations, Section A. Fire Facilities. 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 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 addenda.

CONTRACTOR QUALIFICATIONS

The qualifications and experience of the Service Provider are critical to the County, which must have assurances that the selected firm is a responsible organization capable of professionally implementing the services requested. Therefore, as a part of its Bid submission, the Service Provider shall provide all the information requested herein within this section. This information is needed by the County to determine the ability of the

Service Provider to carry out the services and meet the obligations of the Contract.

The County reserves the right to request additional information or make further investigations to determine the ability of the Service Provider to perform. The Service Provider's failure to provide the information requested herein, to complete the forms in full, or to provide other information requested by the County, will be cause for the County to declare the bidder non-responsive.

The County reserves the right to reject any bid if the evidence furnished or gather during the County's investigation fails to satisfy the County that such Service Provider is qualified to carry out the obligations of the contract properly.

The County requests a minimum of four (4) references for landscaping maintenance services where such services are of a similar type and scope to those requested herein. The references must be for current clients or for clients where services ended within the past year. The description of the services should include the number of facilities involved, approximate acreage, scope of work performed, personnel assigned and annual contract cost. At least two references must be for contracts inclusive of ten (10) or more facilities or for sites of more than ten (10) acres.

Each Contractor should submit with their bid:

- 1) A copy of its current pesticide license, and
- 2) A Drug-Free Workplace Certificate. Please visit www.sbwcdfwp.org for more information.

Facility Boundaries (for reference only; blue highlights indicate retention ponds, which are NOT included in the Scope of Services)

Battalion 2

Fire Station 3



Fire Station 6



Fire Station 9



Fire Station 12



Fire Station 22



Fire Station 28

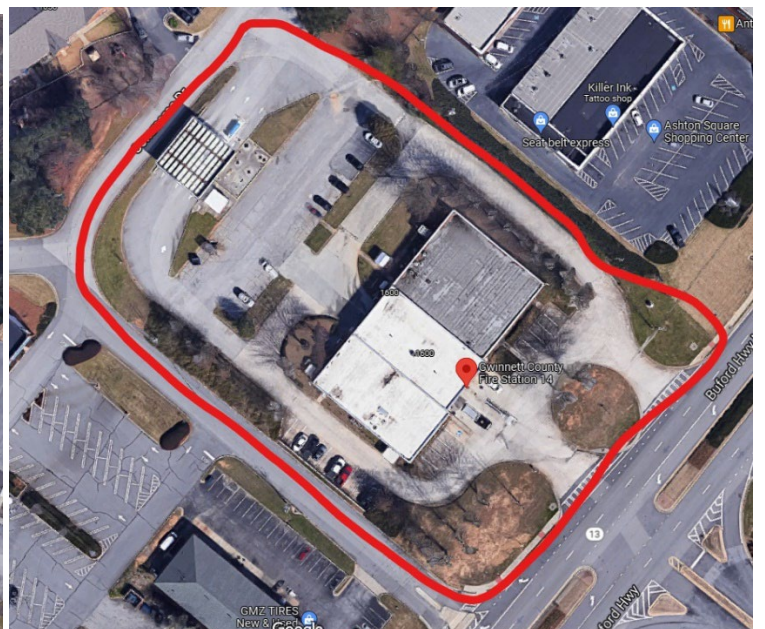


Battalion 3

Fire Station 10



Fire Station 14



Fire Station 18



Fire Station 24



Fire Station 26



Fire Station 29

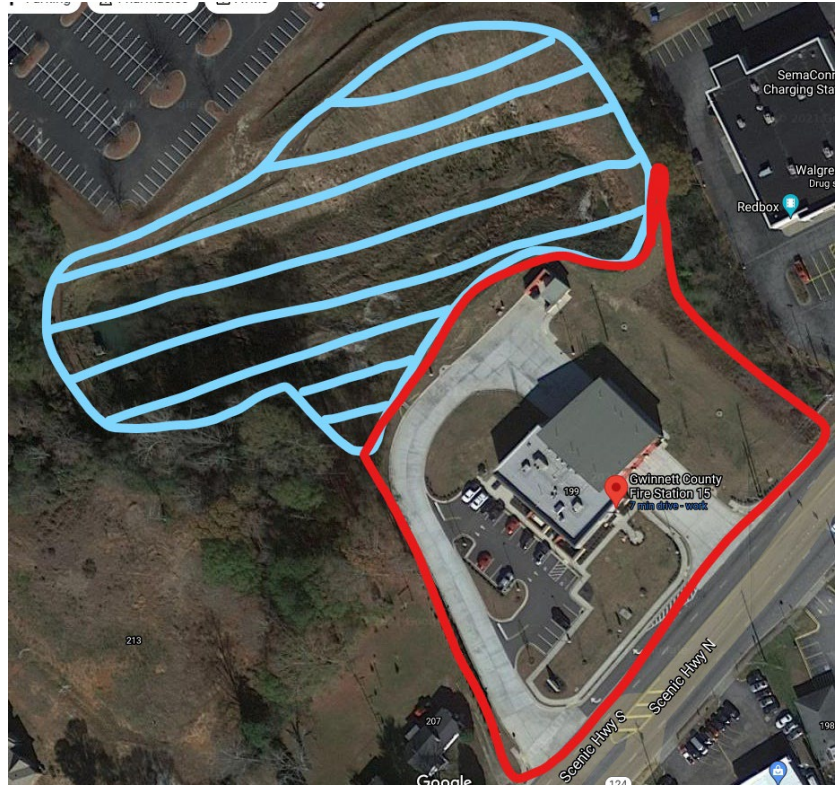


Battalion 5

Fire Station 8



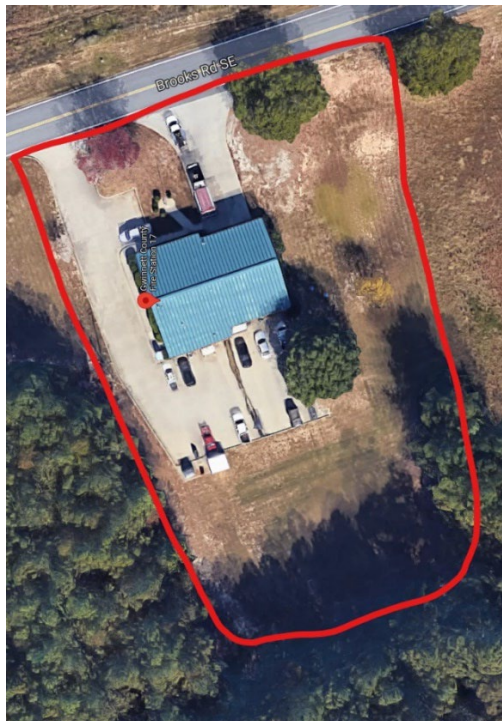
Fire Station 15



Fire Station 16

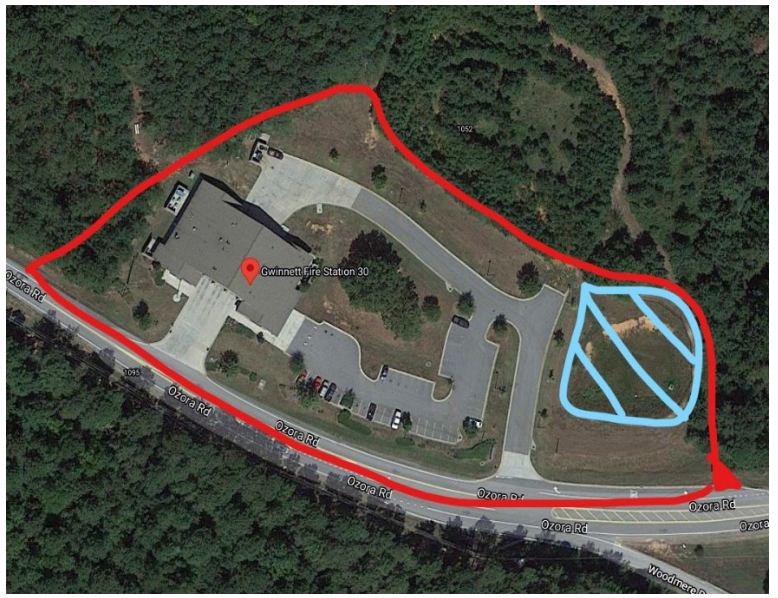


Fire Station 17



Fire Station 27

Fire Station 30



Fire Station 31



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

BID SCHEDULE

BATTALION 2

ITEM #	Facilities	Comprehensive Lawn Maintenance Services	Management of Ornamental Shrubs, Trees, and Landscaped Beds	Lawn Fertilization, Weed/Pest Control, Overseeding and Aeration	Term Total
Landscape Maintenance Services					
1	Fire Station 3	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
2	Fire Station 6	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
3	Fire Station 9	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
4	Fire Station 12	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
5	Fire Station 22	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
6	Fire Station 28	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
Subtotal					\$
Enhancement Services (Such services/rates will be used ONLY if pre-approved by authorized County staff. Quote should be provided as part of approval request.)					
7	Rate for Labor Per Person – Regular Hours*		\$_____ per hr x 150 hours		\$
8	Rate for Labor Per Person – Overtime Hours**		\$_____ per hr x 24 hours		\$
Subtotal					\$
Battalion 2 Total					\$
Optional Services					Extended Total
9	Price for Aeration (per station)				\$
10	Price for Lime Application (per station; please specify how price will be calculated)				\$
11	Price for Pesticide Application (per station; please specify how price will be calculated)				\$
12	Price for Fungicide Application (per station; please specify how price will be calculated)				\$
13	Additional mulch (when requested)***				\$
14	Additional Pine Straw (when requested)****				\$

Plant materials, soil and amendments, and equipment usage will be at actual documented cost. 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. Pricing should be provided as if sites were already being properly maintained. Services shall be performed Monday – Sunday between 8:00 A.M. and 8:00 P.M.

*The Hourly Rate shall include all costs for travel time and vehicle usage.

**Overtime shall be defined as the hours above and beyond the Service Provider’s basic 8-hour workday, and any time on Saturday, Sunday, or a County/Service Provider Recognized Holiday.

***Rate shall be per cubic foot cost. Labor will be taken from quoted hourly rate. Optional service shall be utilized by department as needed.

**** Rate shall be per bale cost. Labor will be taken from quoted hourly rate. Optional service shall be utilized by department as needed.

COMPANY NAME _____

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BID SCHEDULE

BATTALION 3

ITEM #	Facilities	Comprehensive Lawn Maintenance Services	Management of Ornamental Shrubs, Trees, and Landscaped Beds	Lawn Fertilization, Weed/Pest Control, Overseeding and Aeration	Term Total
Landscape Maintenance Services					
1	Fire Station 10	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
2	Fire Station 14	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
3	Fire Station 18	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
4	Fire Station 24	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
5	Fire Station 26	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
6	Fire Station 29	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
Subtotal					\$
Enhancement Services (Such services/rates will be used ONLY if pre-approved by authorized County staff. Quote should be provided as part of approval request.)					
7	Rate for Labor Per Person – Regular Hours*		\$_____ per hr x 150 hours		\$
8	Rate for Labor Per Person – Overtime Hours**		\$_____ per hr x 24 hours		\$
Subtotal					\$
Battalion 3 Total					\$
Optional Services					Extended Total
9	Price for Aeration (per station)				\$
10	Price for Lime Application (per station; please specify how price will be calculated)				\$
11	Price for Pesticide Application (per station; please specify how price will be calculated)				\$
12	Price for Fungicide Application (per station; please specify how price will be calculated)				\$
13	Additional mulch (when requested)***				\$
14	Additional Pine Straw (when requested)****				\$

Plant materials, soil and amendments, and equipment usage will be at actual documented cost. 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. Pricing should be provided as if sites were already being properly maintained. Services shall be performed Monday – Sunday between 8:00 A.M. and 8:00 P.M.

*The Hourly Rate shall include all costs for travel time and vehicle usage.

**Overtime shall be defined as the hours above and beyond the Service Provider’s basic 8-hour workday, and any time on Saturday, Sunday, or a County/Service Provider Recognized Holiday.

***Rate shall be per cubic foot cost. Labor will be taken from quoted hourly rate. Optional service shall be utilized by department as needed.

**** Rate shall be per bale cost. Labor will be taken from quoted hourly rate. Optional service shall be utilized by department as needed.

COMPANY NAME _____

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BID SCHEDULE

BATTALION 5

ITEM #	Facilities	Comprehensive Lawn Maintenance Services	Management of Ornamental Shrubs, Trees, and Landscaped Beds	Lawn Fertilization, Weed/Pest Control, Overseeding and Aeration	Term Total
Landscape Maintenance Services					
1	Fire Station 8	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
2	Fire Station 15	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
3	Fire Station 16	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
4	Fire Station 17	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
5	Fire Station 27	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
6	Fire Station 30	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
7	Fire Station 31	\$_____ X 18	\$_____ X 15	\$_____ X 15	\$
Subtotal					\$
Enhancement Services (Such services/rates will be used ONLY if pre-approved by authorized County staff. Quote should be provided as part of approval request.)					
8	Rate for Labor Per Person – Regular Hours*	\$_____ per hr x 150 hours			\$
9	Rate for Labor Per Person – Overtime Hours**	\$_____ per hr x 24 hours			\$
Subtotal					\$
Battalion 5 Total					\$
Optional Services					Extended Total
10	Price for Aeration (per station)				\$
11	Price for Lime Application (per station; please specify how price will be calculated)				\$
12	Price for Pesticide Application (per station; please specify how price will be calculated)				\$
13	Price for Fungicide Application (per station; please specify how price will be calculated)				\$
14	Additional mulch (when requested)***				\$
15	Additional Pine Straw (when requested)****				\$

Plant materials, soil and amendments, and equipment usage will be at actual documented cost. 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. Pricing should be provided as if sites were already being properly maintained. Services shall be performed Monday – Sunday between 8:00 A.M. and 8:00 P.M.

*The Hourly Rate shall include all costs for travel time and vehicle usage.

**Overtime shall be defined as the hours above and beyond the Service Provider’s basic 8-hour workday, and any time on Saturday, Sunday, or a County/Service Provider Recognized Holiday.

***Rate shall be per cubic foot cost. Labor will be taken from quoted hourly rate. Optional service shall be utilized by department as needed.

**** Rate shall be per bale cost. Labor will be taken from quoted hourly rate. Optional service shall be utilized by department as needed.

COMPANY NAME _____

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BID SCHEDULE CONTINUED

In an effort to ensure adequate and timely landscape maintenance, it is the County’s intent to award by section (in this case, Battalion). Service providers should bid only on Battalions it can adequately support according to the Scope of Services.

Gwinnett County requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon approval by the Gwinnett County Board of Commissioners and run through April 18, 2024.

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 bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to 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 _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

COMPANY NAME _____

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

REFERENCES

Gwinnett County requests a minimum of four (4) 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 two years. Thorough information is required on the service descriptions. If you need additional space, attach supplemental information.

1. Company Name _____
Address _____
Scope of Services _____
Time Period _____ Approximate Annual Value \$ _____
Number/Types/Acreage of Facility _____
Contact Person _____
Telephone _____
E-Mail Address _____

2. Company Name _____
Address _____
Scope of Services _____
Time Period _____ Approximate Annual Value \$ _____
Number/Types/Acreage of Facility _____
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

3. Company Name _____
Address _____
Scope of Services _____
Time Period _____ Approximate Annual Value \$ _____
Number/Types/Acreage of Facility _____
Contact Person _____
Telephone _____
E-Mail Address _____

4. Company Name _____
Address _____
Scope of Services _____
Time Period _____ Approximate Annual Value \$ _____
Number/Types/Acreage of Facility _____
Contact Person _____
Telephone _____
E-Mail Address _____

COMPANY NAME _____

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STATEMENT OF QUALIFICATIONS

1. How many employees currently work for your company? Full-time _____ Part-time _____
Billing Office staff _____
2. How long has your company been in business? _____
3. How many annual contracts does your company currently handle? _____ Any Government? ___
4. How many of your employees are licensed to apply pesticides? _____
Submit a copy of the license held by employees who will be assigned to this contract.
5. Provide a list of your company’s grounds maintenance equipment. Use additional sheets if needed.

6. What is your preferred method of communication? Phone, email, fax?

COMPANY NAME _____

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**GWINNETT COUNTY, GEORGIA
LIST OF SUBCONTRACTORS**

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

COMPANY NAME _____



CODE OF ETHICS AFFIDAVIT

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

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

1. _____
Company Submitting Bid/Proposal

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

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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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

Proud Winner of the Annual **Achievement of Excellence Award** in Procurement since 1999



CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOURSUBMITTAL)

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 eachsuch 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: _____

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

STANDARD INSURANCE REQUIREMENTS

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

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

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

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

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

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

BL140-22

Buyer Initials: CB

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 Immigration Reform Enhancements for 2013, 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 Enhancements for 2013, 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 Enhancements for 2013 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 Enhancements for 2013.

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 Enhancements for 2013, 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 Enhancements for 2013. 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 Enhancements for 2013 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 Enhancements for 2013 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 Enhancements for 2013, 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 Enhancements for 2013 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).

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

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.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 at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. 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 on the second floor.