



February 26, 2025

**INVITATION TO BID
BL029-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Supplemental Grounds Maintenance Services at Various Parks & Recreation Locations on an Annual Contract** with three (3) one-year options to renew for the Gwinnett County Department of Parks and Recreation.

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 March 18, 2025** 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 the website www.gwinnettcountry.com.

Questions regarding bids should be directed to Jake Scarpone, Purchasing Associate II, at jake.scarpone@gwinnettcountry.com or by calling 770-822-8722, no later than **3:00 P.M. local time on March 6, 2025**. Bids are legal and binding upon the bidder when submitted.

Successful contractor(s) will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-7 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 supplier submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

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

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

Jake Scarpone
Purchasing Associate II

The following pages should be returned in your bid:

Bid Schedule, Pages 10-12
References, Page 13
Code of Ethics, Page 14
Contractor Affidavit, Page 15
List of Subcontractors, Page 16
Statement of Qualifications, Page 17

PROVISION OF GROUNDS MAINTENANCE SERVICES AT VARIOUS PARKS & RECREATION LOCATIONS ON AN ANNUAL CONTRACT

I. SCOPE AND EXPERIENCE

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

Contractors must be capable of supplying all services specified in this bid. Contractor should provide consistent and verifiable evidence of provision of these services on a contractual basis over the last five years (2020-2024). References must demonstrate the contractor has sufficient equipment and work force to perform all specified services. Contractors can include a portfolio of completed projects, if desired. Bids will be considered only from contractors with crews and equipment adequate to successfully and consistently perform all services for a contract of this type and magnitude.

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

II. GENERAL DESCRIPTION

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

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

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

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

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

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

***Note: The initial term of this contract shall be from notification of award through June 4, 2025. The three (3) renewal options will be for annual terms. The County anticipates approximately nine (9) service visits for each site during the initial contract term. The estimated quantities shown in the bid schedule show the number of anticipated service visits for a 12-month period.**

III. GENERAL SPECIFICATIONS

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

Award will be made to the lowest responsive and responsible bidders. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

A proposed schedule of service visits at each location should be provided to the County with your bid.

SECTION III – NORTHEAST

Park Name & Address	Approximate Maintenance Area	Mow/Edge/Blow	Beds, Islands & Tree Wells Maintenance
Collins Hill Aquatic Center 2200 Collins Hill Road, Lawrenceville, GA 30043	7 acres	X	X
Dacula Park & Activity Center 2735 Auburn Avenue, Dacula 30019	13 acres	X	X
Rhodes Jordan Park 100 E. Crogan Street, Lawrenceville, GA 30046	22 acres	X	X
Rhodes Jordan Park Dam Area 100 E. Crogan Street, Lawrenceville, GA 30046	4 acres	X	
Freeman's Mill Park 1401 Alcovy Rd SE, Lawrenceville, GA 30045	9 acres	X	X
Little Mulberry Park Dam Area 3900 Hog Mountain Road, Dacula, GA 30019	3 acres	X	
Parks Operations Center 352 Hosea Road, Lawrenceville, GA 30046	11 acres	X	
Isaac Adair/Lawrenceville Female Seminary 15 s Clayton Street, Lawrenceville, GA 30046	1 acre	X	X
Gwinnett Historic Courthouse 185 W Crogan Street, Lawrenceville, GA 30046	2 acres	X	X
Rabbit Hill Park 400 Rabbit Hill Rd, Dacula, GA 30019	20 acres	X	X
Elisha Winn House & Overflow Parking Lot 908 Dacula Road, Dacula, GA 30019	4 acres	X	X
	96 acres		

SECTION VI – SOUTH

Park Name & Address	Approximate Maintenance Area	Mow/Edge/Blow	Beds, Islands & Tree Wells Maintenance
Mountain Park Aquatic Center 1063 Rockbridge Rd SW, Stone Mountain, GA 30087	14 acres	X	X
Club Drive Park 3330 Club Dr, Lawrenceville, GA 30043	9 acres	X	X
DeShong Park 2859 N Deshong Rd, Stone Mountain, GA 30087	16 acres	X	X
Ronald Reagan Park 2777 Five Forks Trickum Rd SW, Lawrenceville, GA 30044	21 acres	X	X
Yellow River Post Office 3519 Five Forks Trickum Rd SW, Lilburn, GA 30047	5 acres	X	X
Promise Land 4500 Anderson Livsey Ln, Snellville, GA 30039	5 acres	X	
Yellow River Park 3232 Juhan Rd SW, Stone Mountain, GA 30087	13 acres	X	X
	83 acres		

*Additional acreage may be added to this site during the contract period.

SITE VISITS

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

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

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

To access Exhibit A showing the aerial site maps for each location, please visit the Gwinnett County Bids and RFPs website. It can be found under **BL029-25: [Bids and RFPs - Gwinnett | Gwinnett County](#)**

IV. GENERAL REQUIREMENTS

There shall be at least one person, in a position of responsibility, representing the Contractor on site at all times that is capable of translating from English to languages used by the work force.

Any damage to County property, grounds or structures, made by the Contractor during the execution of this contract will be the responsibility of the Contractor to repair, at no cost, to the satisfaction of the County.

All contractors doing work on behalf of Gwinnett County are responsible for any damage they do to private property.

All Contractors should submit with their bid, certification that their firm (or an employee assigned to this account) has a current Georgia Category 24 Commercial Pesticide Applicators License. All MDS sheets must be supplied post award to identify what chemicals will be applied.

This selected Contractor should be a Georgia Certified Landscape Professional with staff members who are proven to be trained in the landscape industry. **A copy of the certification(s) and proof of trainings should be submitted with the bid.**

Pesticide applications require prior approval by a County representative and will be completed by a licensed technician. The Contractor must take all precautions and safety measures required by the laws and regulations governing applications of pesticides. Said applications shall comply with all OSHA, State and Local restrictions.

Log sheets of pesticide application should be emailed to the County representative within 24 hours following application.

PROPERTY SERVICE REPORTS

Property Service Reports (see attached) should be emailed to the County within 24 hours following each service. Reports must show what services were performed as well as noting any issues that prevented completion of all services that day and include the intended completion date. Reports must be dated and signed by the crew foreman that performed that service.

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

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

OMMISSIONS

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

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

V. SPECIFICATIONS

March through October - All sites (unless specifically noted in the location list) shall be serviced each week, and once per week on a 7 day rotation. The scheduled day will remain the same throughout the contract term. In the event of inclement weather or issue prohibiting the completion on the scheduled day; the work must be completed by Sunday preceding the following business week. If not completed, payment will not be made for that week and cannot be "caught up" by the contractor.

November through February – All sites (unless specifically noted in the location list) shall be serviced every other week on a 14 day rotation.

All work for site must be completed during one visit. All work is to be completed Monday through Friday. No work is to be performed on the weekends without written approval from Gwinnett County. Approval may be granted if delay is due to weather or other unforeseen circumstance.

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

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

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

1. Trash and litter shall be removed from all areas within the site zone prior to service.
2. All specified lawn areas are to be mowed to ensure vegetation does not exceed 3" in height. Sports fields and dog parks are NOT to be maintained by the contractor.
3. During dry periods, the height of the cut will be raised to prevent damage to lawn areas, with prior approval by County representative.
4. Mowing patterns are to be alternated at each cutting to eliminate any ruts forming from mower wheels.
5. All lawn areas shall be mechanically edged at each service. This shall include all curbs, sidewalks, parking areas and all areas abutting turf in order to maintain a neat and clean appearance.
6. In lawn areas, all grass shall be trimmed/edged around concrete slabs, utility pads, signs, picnic tables, benches and other areas that prevent mower access.
7. Trimming/edging will be done with each mowing. Trimming/edging around trees and shrubs that are not in a planting bed will be accomplished without damage to plants.
8. The Contractor is responsible for removing any excess clippings/thatch that may/will harm existing turf. Contractor shall completely remove daily, all clippings, tree trimmings and excess plant material from County property and dispose of properly.
9. All mower blades should be kept sharp to prevent damage to the turf.
10. All lawn mowers shall be mulching mowers to prevent any side discharge for safety of pedestrians and to ensure a clean and neat appearance upon completion.
11. All hardscapes and paved areas (including parking lots and curb gutters) are to be blown off at each service visit to remove debris, etc. Material cannot be blown into storm drains; they must remain free of debris and be functional.
12. Maintenance around dam areas shall consist of mowing and string trimming only and shall occur once a month per the service calendar.

B. MANAGEMENT OF PLANTING BEDS, ISLANDS & TREE WELLS

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

support the health and growth of the plant material; keep it free of damage by insects, fungi, and disease; and shape and maintain it in both a healthy and an aesthetic manner.

1. In the period from November through January, or as the season dictates, contractor will remove leaves and trash from formally bedded areas. Leaves will be bagged, removed from County property and disposed of properly.
2. Weeds are unacceptable in planting areas and beds. Hand weed where weeds/invasive plants currently exist. Further control may be maintained using pre-emergent and post-emergent herbicides as mutually agreed upon by contractor and County representative, however, if ineffective; physically removing weeds and other invasive plants will be required.
3. All shrubs, ground cover and trees less than 18 feet in height will be trimmed, shaped, and sheared in accordance with the guidelines provided by the National Arborist Association for Class II, Standard Pruning, to develop the natural form of the plant, and create the effect desired by the County. See attached.
4. Contractor will provide pruning of shrubs per service throughout the growing season to maintain their shape and form using proper horticultural practices.
5. Contractor will clean up all material resulting from these pruning and trimming activities. Contractor will remove all material from County property the same day work is performed.

C. INVOICING

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

D. COMMUNICATIONS DURING BID SOLICITATION PERIOD

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

E. INSURANCE

The successful Contractor will be required to meet the attached Vendor Insurance Requirements. The insurance must be current and be maintained throughout the term of the Contract. The insurance company must be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-7 or higher.

F. RIGHT OF CANCELLATION

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

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

NATIONAL ARBORIST ASSOCIATION FOR CLASS II – STANDARD PRUNING GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

ITEM #	LOCATION	MOW/EDGE/BLOW PER VISIT	BEDS/ISLANDS/PRUNE PER VISIT	ANNUAL COST
SECTION III - NORTHEAST				
1	Collins Hill Aquatic Center	\$____ x 43	\$____ x 43	\$
2	Dacula Park & Activity Center	\$____ x 43	\$____ x 43	\$
3	Rhodes Jordan Park	\$____ x 43	\$____ x 43	\$
4	Rhodes Jordan Park Dam Area	\$____ x 12		\$
5	Freeman's Mill Park	\$____ x 43	\$____ x 43	\$
6	Little Mulberry Park Dam Area	\$____ x 12		\$
7	Park Operations Center	\$____ x 43		\$
8	Isaac Adair/Lawrenceville Female Seminary	\$____ x 43	\$____ x 43	\$
9	Gwinnett Historic Courthouse	\$____ x 43	\$____ x 43	\$
10	Rabbit Hill Park	\$____ x 43	\$____ x 43	\$
11	Elisha Winn House & Overflow Parking Lot	\$____ x 43	\$____ x 43	\$
SECTION III TOTAL				\$
SECTION VI - SOUTH				
1	Mountain Park Aquatic Center	\$____ x 43	\$____ x 43	\$
2	Club Drive Park	\$____ x 43	\$____ x 43	\$
3	DeShong Park	\$____ x 43	\$____ x 43	\$
4	Ronald Reagan Park	\$____ x 43	\$____ x 43	\$
5	Yellow River Post Office	\$____ x 43	\$____ x 43	\$
6	Promise Land	\$____ x 43		\$
7	Yellow River Park	\$____ x 43	\$____ x 43	\$
SECTION VI TOTAL				\$
BID TOTAL (SUM OF SECTIONS III + VI)				\$

COMPANY NAME: _____

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

BID SCHEDULE CONTINUED

*In an effort to ensure adequate & timely landscape maintenance, it is Gwinnett County's intent to award each section to one contractor. **Therefore, if your firm is the low responsive and responsible bidder on more than one section, only one section may be awarded to your firm. Please select the section you would prefer to be awarded if your firm is the low responsive and responsible bidder for more than one section. Select only one (1) section below. If no selection is made below, Gwinnett County reserves the right to make an award deemed in its best interest.***

Section III: _____

Section VI: _____

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. **Contract to begin upon notification of award. The initial term shall run through June 4, 2025. The three (3) renewal options will be for annual terms.**

Unless otherwise noted, bid prices will remain firm for three (3) additional one-year periods.

- If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation:

1st Renewal Option _____ increase/decrease (circle one)

2nd Renewal Option _____ increase/decrease (circle one)

3rd Renewal Option _____ increase/decrease (circle one)

COMPANY NAME: _____

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

BID SCHEDULE CONTINUED

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 Proposal Preparation _____
(Signature) (Date)

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

Legal Business Name _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ **Fax Number** _____

E-Mail Address _____

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

Telephone Number _____ **Fax Number** _____

E-Mail Address _____

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

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

- 1. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone Number _____ Fax Number _____
E-Mail Address _____

- 2. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____

- 3. Company Name _____
Brief Description Of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____

Company Name _____



BL029-25, Provision of Grounds Maintenance Services at Various Parks & Recreation Locations on an Annual Contract

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 vendor, 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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**



BL029-25, Provision of Grounds Maintenance Services at Various Parks & Recreation Locations on an Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20_____

Notary Public
My Commission Expires: _____

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

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

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

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_____

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

STATEMENT OF QUALIFICATIONS

Please note that this information may be taken into consideration in award of bid.

- 1. How many employees currently work for your company? Fulltime ____ 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?
- 7. How many field staff employees do you currently employ? _____
- 8. How many active crews do you currently have? _____
- 9. How many Employees do you have per crew? _____
- 10. Did a representative of your company visit the sites prior to bidding? _____

Company Name_____

VENDOR INSURANCE REQUIREMENTS

Insurance:

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor’s/vendor’s Certificates of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification, or non-renewal of any insurance policy listed on the certificate(s). Upon request, the County will be provided certified copies of all required insurance policies.

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.
- Primary and Non-Contributory Endorsement to be specified in writing
- 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
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
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- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required

automobile coverage.

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker’s Compensation & Employer’s Liability Coverage to include:

Workers Compensation	Georgia State Statutory Limits
Employers Liability	
Bodily Injury by Accident – Each Accident	\$ 500,000
Bodily Injury by Disease – Policy Limit	\$ 500,000
Bodily Injury by Disease – Each Employee	\$ 500,000

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (higher limits may be required depending on the extent of contract):

Contract Sums:

Contracts up to \$999,999

Each Occurrence and Aggregate Limit \$1,000,000

Contracts from \$1,000,000 to \$1,999,999

Each Occurrence and Aggregate Limit \$3,000,000

Contracts from \$2,000,000 to \$4,999,999

Each Occurrence and Aggregate Limit \$5,000,000

Contracts Over \$5,000,000

Each Occurrence and Aggregate Limit \$10,000,000

- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.
- Evidence of coverage in the form of a Certificate of Insurance shall be provided to the County prior to start of work.
- Gwinnett County Board of Commissioners shall be Additional Insureds.
- Contractor shall be liable for money, securities, or other property of the County.
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Cyber Liability Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive data (including but not limited to personally identifiable, health, or payment card data) or the related hosting of database(s) or internet site(s):

Limit of Insurance per Claim	\$1,000,000
Aggregate Limit	\$1,000,000

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Property Insurance:

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of the Contractor's work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of, Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
 - If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
 - The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.
- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.
- C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.

- D. Certificate Holder should read:
- Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County 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-7 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non- admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.
- H. 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 compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is primary over any insurance program carried by the County.
- J. 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. The Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. 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 a 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.
- L. The Contractor and its insurer(s) 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.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is 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.
- N. The Contractor shall make available to the County, through its records or the records of its insurer, information regarding any claim related to a County project. Any loss run information

relating to a County project will be made available to the County upon its request.

- O. Compliance by the Contractor and Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. 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.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. 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 vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each vendor should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. should not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) should be stated. If calendar days are used, include Saturday, Sunday, and holidays in the number.

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation

will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was 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 submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). 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 vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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/services 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 solicitation package.

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

Each submittal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the commodities or services described therein shall constitute a contract between the vendor and the County which shall bind the vendor on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor 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 vendor's submittal. If no exceptions are stated, it is assumed that the vendor 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, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of

such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 without 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 the ADA 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor 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 follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not

participating in the federal work authorization program may be subject to 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. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County 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 vendor which may include the vendor'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 an 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. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, 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 vendor, 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, its commissioners, officers, agents, and employees by any employee of the vendor, 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 vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com 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 visit the Gwinnett County Treasury Division page 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 proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

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

BL029-25

Buyer Initials: JS

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