



September 17, 2025

**RP031-25
REQUEST FOR PROPOSALS**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified contractors for the **Provision of Management, Operation and Maintenance Services for Collins Hill Golf Club on a Multi-Year Contract** for the Gwinnett County Department of Parks and Recreation.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 p.m. local time on October 7, 2025** at the Gwinnett County Financial Services - Purchasing Division – 4th Floor Charlotte J. Nash Building, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 p.m. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcountry.com.

A Webex pre-proposal meeting is scheduled for **10:00 A.M. local time on September 24, 2025**. To access, dial 1-408-418-9388, enter Access Code 2340 466 5491. All interested parties are urged to attend. Questions regarding proposals 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. on **September 26, 2025**. Proposals are legal and binding upon the Consultant when submitted. One unbound single-sided original, four (4) exact copies, and one electronic pdf copy on flash drive should be 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, Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Jake Scarpone
Purchasing Associate II

The following pages should be returned with your proposal:

**Cost Proposal, Pages 12-13
(To be submitted in a separate sealed envelope)
Firm Information, Page 14
References, Page 15
Proposer Questionnaire, Pages 16-20
Contractor Affidavit, Page 21
Code of Ethics Affidavit, Page 22**

REQUEST FOR PROPOSAL
Provision of Management, Operation and Maintenance Services for Collins Hill Golf Club

I. PROJECT FRAMEWORK AND SCOPE

A. OBJECTIVE

The Gwinnett County Department of Parks and Recreation is soliciting proposals from experienced and qualified firms to provide management, operation and maintenance services on an annual contract with nine renewal options for Collins Hill Golf Club. **The framework and scope are provided only to describe the extent to which the golf course should be maintained and operated. Firms may adopt different methods to achieve the same results.** This contract will be performance-based, and the County expects a high level of customer service, maintenance, appearance and financial stewardship.

B. BACKGROUND

Since 2011 to present, the Collins Hill Golf Course has been managed, operated and maintained by a private firm that was procured by competitive solicitation by the County.

C. PROJECT DESCRIPTION

Gwinnett County is interested in proposals that will assume all operations of the golf course including pro-shop and food operations. The successful proposer should be ready to assume the day-to-day operations of the course which include:

1. Establishing prices and policies for green fees, pro-shop items/inventory, restaurant goods, lessons, tournaments, advertising, driving range fees, league operations, hours of operation and all items sold retail to the public and any other items or services that may be identified in the future.
2. Hiring of adequate, trained, professional, appropriate staff that will implement the policies established within the framework of the contract with Gwinnett County.
3. Maintaining all buildings and property/equipment owned by the County (with the exception of the clubhouse and adjacent parking lot) currently used by the golf management firm. Any replacement of equipment is the responsibility of the Proposer.
4. Maintaining all required licenses for operation including a liquor license and any other required licenses.
5. Marketing the course, the food operation and all activities and facilities to the public.
6. Keeping records of the operation of the golf course in such a fashion that the County can, at any time, audit records to determine that the terms of the contract are being met.
7. Produce monthly and annual reports as required by the County to measure the efficiency and productivity of the Proposer that shall include at a minimum; the number of rounds played, net receipts and other items as agreed.
8. Assuming existing agreements for leagues, outings, course membership etc., and honoring legitimate existing passes, and coupons to the fullest extent possible. Gwinnett County will provide the best information available on all such agreements, passes and coupons.
9. The Proposer shall collect all revenues received at the golf course.

10. Provide and sell golf merchandise and services and operate the food and beverage concessions.
11. Must provide, at his/her own expense, all merchandise, rental clubs, club repair equipment, pull carts, concession supplies, equipment, food & beverages.
12. Janitorial services at the clubhouse and maintenance buildings.

II. GENERAL PROPOSAL INFORMATION

1. All required information should be presented in an organized, comprehensive and easy-to-follow manner. Expensive artwork, paper, visual or other presentation aids are not required.
2. One (1) unbound original, four (4) bound copies, and one (1) digital copy should be addressed **with the proposal number listed on the outside of the package.**
3. It is the ultimate responsibility of the proposer to ensure that they have all applicable addenda prior to proposal submission. Receipt of addenda should be acknowledged in your proposal submission.
4. 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 Service Division 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 Division 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.

III. PROPOSAL SUBMISSION & QUALIFICATIONS

1. Transmittal Letter: Proposals should be accompanied by a transmittal letter, the original signed in ink by the company official(s) authorized to commit company resources. Failure to submit a signed transmittal letter MAY result in automatic rejection of proposal. At a minimum, the transmittal letter should identify the proposer(s), identify the contact person for the team/proposer, identify the legal organization of the team/proposer (e.g., joint venture, corporation, sole proprietor, etc.), appropriate federal, state, and county legal registration numbers, and the contact person's title, mailing address, telephone number, fax number, and e-mail address.
2. Table of Contents: The Table of Contents shall identify locations of all sections in the proposal.
3. Qualifications of the Golf Course Management Services Firm:
 - a. Years in Business

The firm must be an established business for a minimum of five (5) years, otherwise, the owner/operator must have a minimum of five (5) years' experience.
 - b. Golf Course Management Experience & Knowledge

References should include verifiable experience managing at a minimum of two (2) golf courses (two of the three references). Each proposer will be required to provide at least two (2) comparable contracts detailing the type of service provided along with the facility sizes and complexities. Proposers should include all experience/qualifications they have in managing public owned golf courses. Examples must show the proposer provided continuous management services for three (3) years or more. Experience must include:

 - Grounds Maintenance: The technical expertise to manage turf effectively, especially on golf course greens and fairways.

- Public Relations and Marketing: As a public facility, Gwinnett County is committed to maintaining excellent relationships with its patrons and the citizens. The successful proposer must be able to provide superior services and effective promotions to satisfy the public and increase revenues.
- Pro Shop Operations: The technical expertise to operate all golf operations including Pro Shop, tee times, etc.

c. References

Each proposer will be required to provide a total of three (3) verifiable positive references (including the two from above) which may include but are not limited to ability, performance of previous contracts and service, integrity, character, reputation, judgment, experience, efficiency, delivery and professionalism. Each proposer will be required to submit a complete list of similar contracts held for the past ten years which shall include a minimum of three (3) similar contracts. References for successful experience in golf course management and operations of a similar scope are required.

d. Financial Information

Gwinnett County reserves the right to require a proposer to show to the complete satisfaction of the County staff that it has the necessary facilities, abilities and financial resources to provide the services specified. The proposer may also be required to give a past history in order to satisfy Gwinnett County in regard to the proposer's qualifications. Gwinnett County may make a reasonable investigation deemed necessary and proper to determine the ability of the bidder to perform the work, and the proposer shall furnish Gwinnett County all information for this purpose that may be requested.

Proposers must demonstrate the financial capability to operate and maintain the course properly and make needed improvements. Gwinnett County will perform a financial analysis of the proposer that received the highest rating from the evaluation committee. Gwinnett County may utilize Dunn & Bradstreet reports in determining the proposer's financial capability. The proposer will be eliminated from the process if the analysis shows the proposer is financially unable to perform the contract as proposed. In this situation, Gwinnett County will proceed to the next highest rated proposer until a financially responsible proposer is discovered.

e. Qualifications of Proposer to Perform Project

Each proposer is required to submit a list of personnel, including course manager and course maintenance superintendent to be assigned to the project including resumes, experience and responsibilities. Proposers must include joint venture and/or subcontractor information including a list of the team members that may partner/participate with the proposer. Each proposer will be required to describe capabilities specific to the scope of services as specified including the following:

- Gwinnett County's desire to have the golf course maintained and operated in a top quality manner.
- Experience and qualifications of proposed personnel.
- Qualifications to operate the facilities and provide service based on previous experience, management capability and technical resources and financial strength.
- Visits to sites and/or contact with facilities presently being serviced will be made if thought to be necessary to complete the evaluation.

f. Proposed Operational Plan & Methodology

Each proposer will be required to provide an operational plan and methodology that outlines how the proposer intends to provide top quality service and operation of the

facility. Address the following in the proposed operational plan:

- Grounds maintenance – the technical expertise to manage turf effectively, especially on golf course greens and fairways.
- Public Relations and marketing – the Proposer’s approach to marketing the golf course and provide effective promotions to satisfy the public and increase revenues.
- Pro Shop Operations – the Proposer’s approach for successful golf operations including Pro Shop, tee times, etc.
- Capital Improvements – Improvements proposed to be made by the Proposer including the extent and caliber of the proposed improvements and method of construction.

g. Sample Business Plan

Provide sample business plan developed and utilized by your proposer in other operations similar in project scope to Gwinnett County’s which provides information about revenue, expenses and rounds.

h. Response to Questionnaire

Provide detailed responses to questions in the attached vendor questionnaire.

IV. SCOPE OF SERVICES

A. Managerial Services & Operations

It is the intent of these specifications to grant to the successful service provider the right to manage, operate and maintain the Collins Hill Golf Club, 585 Camp Perrin Road, Lawrenceville, GA 30043. As a Gwinnett County facility, it is important that the provider remain a good neighbor and continue the golf course as an accessible, affordable, user-friendly public golf facility for all ages and skill levels.

Gwinnett County is seeking a management firm who can manage, operate and maintain the golf course in a self-sustaining manner that will allow for its continued operation and improvement without any additional cost to Gwinnett County taxpayers.

The successful provider should assume all operations within ninety (90) days of award unless otherwise agreed upon.

The successful provider shall have an experienced manager or managers on the premises at all times.

Conduct of the employees of the successful provider shall be subject to reasonable regulation by the County. All employees shall observe all the graces of personal grooming.

1. Professional Shop Operations & Revenue

The provider:

- Agrees to refrain from the sale or rental of any item identified as prohibited by the County.
- Agrees to maintain an adequate supply of merchandise necessary to accommodate golf patrons.
- Shall ensure that all merchandise and services offered to the public are of acceptable quality and are safe and clean.
- *Revenues from current professional shop operations may be provided upon request.

2. Green Fees and Related Charges

All prices charged including, but not limited to, green fees, driving range fees, merchandise,

cart rentals and food and beverage sales will be posted on the premises at those locations where such fees are normally paid.

Proposal should state the proposed green fees, cart fees, and all other charges for the first year.

3. Food and Beverage Operations and Revenue

Revenue from current food operations shall be provided upon request.

4. Inspections/Review Procedures

Gwinnett County reserves the right to enter upon any part of the premises at any time during the period that part of the golf course is open.

Scheduled inspections will be conducted by authorized Gwinnett County personnel.

5. Utilities

Provider shall pay, before delinquency, all charges for utilities, including electricity, gas, heating, cooling, trash, water/sewer, storm water fees, cable or satellite TV, telephone & internet services.

6. Other County Policies

Gwinnett County does permit alcohol sales at the golf course. The County does not allow players to bring their own alcohol to the course for consumption.

The provider shall, at their own expense, obtain all licenses required by Law.

7. Reports

Monthly reports of activities shall be submitted to a Gwinnett County representative by the 15th of each month. Reports can be in the form developed by the provider and approved by a County representative. Reports to be submitted include but are not limited to the following:

- a. Gross Revenue Statement
- b. Sales Tax Report
- c. Maintenance Conditions Report

Within 90 days after each fiscal year an annual report of the golf course activities, revenues, improvements and conditions must be prepared by the provider for review by Gwinnett County and will include but are not limited to the following:

- a. Revenue Report
- b. Capital Improvement Status
- c. Equipment Inventory
- d. Organizational Chart
- e. Rounds of Golf Report

Said statements shall be certified as true, accurate and complete by the provider, by and through a duly authorized independent Certified Public Accountant.

8. Records, Accounts, and Audits

The provider shall keep on the premises, or at another location within Gwinnett County, approved by the County, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give the County access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of provider's

gross receipts pursuant to generally accepted auditing standards. Gwinnett County's Auditor or his designee and Gwinnett County's external audit firm shall have the right, during regular business hours and upon three (3) business days' notice and upon the County's written request to the provider, to audit, inspect, examine and copy the provider's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents related to this agreement and the provider's revenues there under throughout the term of this agreement and for three (3) years following its expiration or cancellation. The provider agrees to have such audit(s) conducted at such locations within Gwinnett County, Georgia as is mutually convenient to the parties.

B. Maintenance and Repairs

The provider shall, to the satisfaction of Gwinnett County, provide normal and routine maintenance of the golf course and facilities (with the exceptions noted previously) to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of patrons and guests. The standard to be used shall be consistent with current conditions at surrounding area courses.

1. Trash and Garbage Removal

The provider shall provide, at their expense, all garbage, trash and rubbish receptacles within the confines of his area and shall provide a sufficient number of these receptacles for his own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish and garbage shall be the responsibility of the provider.

C. Equipment

The provider must provide, install and maintain, at their own cost and expense, all equipment required to operate the golf course. The provider shall maintain all equipment, furnishings and fixtures during the term of this Agreement at his/her sole cost and expense.

1. Furniture, Fixtures, and Equipment

Repair and maintenance are required, at their own cost and expense, all equipment and furnishings according to reasonable standards acceptable to Gwinnett County. The Proposer will furnish, at their own cost and expense, all expendable equipment necessary for the successful operation of the golf course. A list of current Gwinnett County fixed asset equipment shall be provided upon request. When any of the listed items are destroyed or damaged or are no longer needed, they shall be returned to the County for disposal and removal from our fixed assets list. Replacement of any of these items shall be at the Provider's own expense. Provider will submit to the County an annual inventory of furniture, fixtures and equipment.

2. Other Equipment

The provider will be required to provide, at their own expense, any additional equipment and facilities deemed necessary by the provider for the conduct of his operation shall be provided by him/her at his/her own expense and shall be subject to approval by the County.

D. Facilities

Provider acknowledges it is receiving management control of the premises and personal property as is. Provider assumes sole responsibility for maintenance and repair of all buildings and other improvements on the premises (with the exception of those listed below) and the provider will maintain the premises in good order and in sanitary and safe condition. Gwinnett County will require the provider to make necessary repairs to meet all code requirements and correct any obvious defects.

1. Service Time and Area of Service

Services shall be offered to the public at all times when a reasonable demand for such

services exists, at least between sunrise and sunset.

A list of charges to be made for all services by the provider shall be prominently displayed. Personnel must be available to rent carts during the same time period the course is considered to be in operation. The Provider shall be responsible to Gwinnett County for satisfactory and courteous operation.

2. Parking Lot

Gwinnett County shall be responsible for the ongoing maintenance of clubhouse parking lot.

3. Club House

Gwinnett County shall be responsible for the maintenance and upkeep of the exterior of clubhouse building to include the roof, HVAC and electric service.

The County will NOT be responsible for the interior space paint, carpet, plumbing, etc.

E. Capital Improvement Plan

All capital improvement designs shall be subject to prior approval by Gwinnett County and shall be subject to County standards and specifications. Successful provider is to provide a capital improvement plan for the course.

In planning and making capital improvements, the provider will seek to attain standards comparable to those achieved at other public municipal/county golf courses.

1. Ownership of Capital Improvements

All capital improvements, alterations or additions shall become the property of Gwinnett County upon termination of the contract. The provider will provide the County with as-built plans for any structural capital improvements or for any underground irrigation system that may be installed.

2. Plan Approval

The provider shall submit an annual plan with estimated worth stated, identifying what capital improvements the Provider proposes to implement during the next year. The County shall have (60) days in which to accept or reject the provider's proposed annual implementation plan.

3. Alterations of Premises

No alterations or additions shall be made to the premises, or any part thereof, without first having obtained the written consent of Gwinnett County or its authorized representative. Authorized alterations or additions shall be made at the provider's expense and shall become the property of Gwinnett County at the termination of the contract.

4. Liens

The provider shall not have the right to create or permit the creation of any lien(s) which attach to the interest in the premises as a result of any construction of capital improvements, alterations or additions.

5. Course Closure

When implementing capital improvements, the provider will make every effort to avoid closing portions of the golf course. Closure of the course for the purpose of performing capital improvements or for any other purpose will require the County's advanced written approval, except in those instances when unanticipated emergency improvements must be made immediately in order to protect the life or property or if such closure should result from acts of force majeure.

F. Golf Course Maintenance

1. Greens, Practice Putting Greens, Tees, Fairways and Bunkers

The provider shall follow maintenance standards endorsed and practiced by the Golf Course Superintendents Association of America and the United States Golf Association (GCSAA and USGA). The emphasis is on creating consistency and value in the form of a well maintained and well-groomed golf course at all times.

2. Plants, Flower Beds & Landscapes

All planters, flower beds and landscapes are maintained free of trash and debris such as paper, bottles, fallen limbs and leaves.

Remain free of weeds and grasses whether by mechanical or chemical means. Adequate mulch should be maintained in beds at all times to prevent weed and grass infestation and maintain aesthetics.

Trees, shrubs, flowers and ground cover should be trimmed for protection from wind, insect damage and for appearance.

3. Trees within the Property Lines of the Course

All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.

All trees shall be pruned for protection from wind and pests as well as for appearance.

All trees shall be watered as necessary to provide for proper growth.

Large area mowers should not be used within one foot of the trunk. Weedeater girdling will not be permitted.

All damaged trees, for whatever cause, should be removed immediately and replaced within thirty days at the Provider's expense.

4. Irrigation: All Equipment Required to Irrigate All Areas of the Golf Course

Repair or replace all heads, valve controllers, wiring and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, roughs, planters, flower beds, etc.) on an on-going basis.

5. Miscellaneous Items

a. Ponds

Ponds shall remain free of aquatic weeds and algae. Provider shall maintain and trim hazard states around pond area.

b. Non-Play Areas

Provider shall mow, trim and properly maintain all non-play areas throughout the course, club house and parking lot. Edge all sidewalks as curbs as needed.

c. Cart Paths

Provider shall maintain all cart paths.

d. Golf Course Infrastructure & Accessories

All infrastructure and accessories shall be maintained in good working order at all times, ie: bridges, underpass, tee consoles, restrooms, drinking fountains, signage, trash cans, yard markers, etc.

e. Fence

Necessary repairs or replacement of all fences, gates and locking devices, on or within the

boundaries of the golf course, should be done immediately.

V. TRANSITION TO NEW OPERATOR (IF APPLICABLE)

Subsequent to receiving notification of anticipated contract expiration and award to a new management firm, provider shall cooperate reasonably with the County in the transition of management responsibility to a new management firm. Current firm agrees to provide all requested documents and information in its possession related to the Collins Hill Golf Course required by law (other than proprietary information) and shall provide reasonable training, assistance and direction to the new management company and shall in good faith, endeavor to facilitate a smooth, seamless and efficient transition of management responsibility.

VI. SELECTION CRITERIA

Gwinnett County Community Services will select the proposer that best demonstrates that they would add the most value toward achieving the key objectives of managing, operating and maintaining the Collins Hill Golf Club, 585 Camp Perrin Road, Lawrenceville, GA 30043.

Criteria	Points
Phase I: Technical: Initially, proposals will be evaluated based on their relative responsiveness to the criteria described below and will be scored based on the point values as shown:	
1 Background, Management Experience & Knowledge Evaluation of the proposer’s experience, knowledge and capacity as a corporation or other entity to perform golf course management, verification of references as described above.	40
2 Qualifications Qualifications of proposer to perform project, proposed operational plan & capital improvement plan methodology as described above.	20
3 Business Plan Sample business plan as described above.	20
4 Vendor Questionnaire Response and completeness of Vendor Questionnaire attached and described in Section III, #3, item H above.	20
Sub-Total	
Phase II: Cost Proposal: The Proposals will be evaluated to select the contractor(s) which rate highest according to the criteria listed in Items 1-4 above. The selection committee may then short list the highest scoring contractors. The Cost Proposals of the shortlisted contractors will then be opened and scored.	
Sub-Total	
Phase III: Optional Interviews: Contractors may be short-listed for further consideration. At the Department’s discretion, interviews may be required of the short-listed contractors. If interviews are required, the County will issue information regarding format and desired areas of emphasis to all short-listed contractors and 0-20 will be assigned on the basis of interview results.	10
TOTAL	
130	
If a satisfactory Contract cannot be negotiated with the highest ranked proposer, negotiations may then be undertaken with the second ranked proposer and so on.	

COST PROPOSAL

(to be submitted in a separate sealed envelope)

The services to be performed under this Agreement shall commence on **January 1, 2026**. The initial term of this Agreement shall be through **December 31, 2026**. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of 10 years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

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.

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

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

COMPANY NAME: _____

COST PROPOSAL CONTINUED

(to be submitted in a separate sealed envelope)

ITEM #	DESCRIPTION	TOTAL
1	Collins Hill Golf Club Management Fee 2026	\$
2	Collins Hill Golf Club Management Fee 2027	\$
3	Collins Hill Golf Club Management Fee 2028	\$
4	Collins Hill Golf Club Management Fee 2029	\$
5	Collins Hill Golf Club Management Fee 2030	\$
6	Collins Hill Golf Club Management Fee 2031	\$
7	Collins Hill Golf Club Management Fee 2032	\$
8	Collins Hill Golf Club Management Fee 2033	\$
9	Collins Hill Golf Club Management Fee 2034	\$
10	Collins Hill Golf Club Management Fee 2035	\$
OVERALL TOTAL		\$

COMPANY NAME: _____

COST PROPOSAL CONTINUED
(to be submitted in a separate sealed envelope)

Certification of Non-Collusion in Bid Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred and twenty (120) 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 quote, 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 _____

Email Address _____

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

Telephone Number _____ Email Address _____

FIRM INFORMATION

Please include this page as part of the proposal document and **NOT with the Cost Proposal.**

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

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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

REFERENCES

Provide three (3) satisfactory references where work has been completed with a scope and size similar as the proposed project within the past five (5) years. Each reference should include the customer name, address with current contact information, dates/duration of the project and a brief description of the project.

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

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

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

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

Company Name _____

PROPOSER QUESTIONNAIRE

NOTE: If additional space is needed, please attach additional sheets and number appropriately for identification.

Date: _____

Firm Name: _____

Year Established: _____ State: _____ Years in Business _____

Type of Organization (select one):

- 1. Individual
- 2. Partnership
- 3. Corporation
- 4. Joint Venture
- 5. Other: _____

If applicable:

Former Firm Name(s)

Have you, your firm or affiliated ever filed for bankruptcy protection? Yes _____ No _____

If so, please explain:

1. Describe your firm's experience relative to golf course management and operation services. Provide your firm's background and its organizational structure including a brief history of the firm. Provide specific examples of your firm's golf course management experience. A minimum of two (2) comparable examples must be provided. The examples must be contracts in which your firm provided continuous management services for three years or more. Include experience/qualifications your firm has in managing public golf courses. The examples can be for contracts that are still active or have been completed within the last ten (10) years.

2. References: See attached form on Page 15. Provide a complete list of similar contracts for golf course management and operations held for the last ten years, including facility name, contact person, phone number, email address and years of service.

- 7. What services are provided in-house and what services are subcontracted to outside firms as it relates to these services. If outside firms will be used, include their resumes, stating experience and qualifications. Please indicate your firm's experience working with these subcontractors.

- 8. Provide your firm's policy/plan for conducting golf clinics and providing lessons.

Provide your firm's procedures for conducting evaluations and reviews that result in implementation of improvements in operations and improved financial performance.

- 9. Provide a brief description of any litigation brought against your firm over workers health and safety, labor laws, or affirmative action, as related to performance of duties.

- 10. If applicable, describe the circumstances under which your firm was terminated for a contract for cause.

- 11. Provide your firm's approach to sharing information with county clients relative to operational, budgetary, and financial matters. Examples of reports should be clearly marked and included with your proposal.

- 12. Describe your firm's grounds maintenance experience including technical expertise to manage turf effectively, especially on golf course greens and fairways. Clearly identify and submit a sample of maintenance conditions report which you would submit to the county, monthly and/or annually.

- 13. Describe your firm’s public relations and marketing policy. Explain how it helps to ensure superior service and effective promotions for public satisfaction and increased revenues.

- 14. Describe your firm’s Pro Shop operations experience including technical expertise on managing all golf operations including pro shop, tee times, etc.

- 15. Sample Document: A sample Business Plan document **must** be clearly identified and included with your proposal package. This document needs to be an operations contract held by your firm with a similar project scope and **must** include information about **revenues, expenses and rounds**. This document will be reviewed as part of the evaluation process and will become the property of Gwinnett County.
- 16. List all golf course management and operation contract commitments your firm is currently engaged to perform. Give facility address, owners contact information, size and type of facility, contract state and completion dates, and gross annual amount of each contract.



RP031-25, Provision of Management, Operation and Maintenance Services for Collins Hill Golf Club on a Multi-Year 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: _____ * 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).

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



RP031-25, Provision of Management, Operation and Maintenance Services for Collins Hill Golf Club on a Multi-Year 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 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

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**

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
---------------------------------------	-------------

- 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.

**SAMPLE MULTI-YEAR SERVICE PROVIDER CONTRACT
RP031-25, PROVISION OF MANAGEMENT, OPERATION AND MAINTENANCE SERVICES FOR
COLLINS HILL GOLF CLUB ON A MULTI-YEAR CONTRACT**

This **CONTRACT** made and entered into by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and _____, (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Agreement shall commence on _____. The initial term of this Agreement shall be through December 31, 20___. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of ___ years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the

Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7 TERMINATION FOR CONVENIENCE:

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

8. TERMINATION FOR FUND APPROPRIATION:

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: _____

ATTEST:

APPROVED AS TO FORM:

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

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

RP006-25

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

**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 QUOTE/BID/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 quote/bid/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.
- 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 bidder, 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 fourth floor, Charlotte J. Nash Building.