



October 17, 2025

**INVITATION TO BID
BL125-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Maintenance and Repair of Irrigation Systems on a Multi-Year Contract** for the Parks and Recreation Department.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Bidders Name or Company Name. **Sealed Bids will be received until 2:50 P.M. local time on November 14, 2025, at the Gwinnett County Financial Services - Purchasing Division – 4th Floor Charlotte J. Nash Building, 75 Langley Drive, Lawrenceville, Georgia 30046. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED. ALL BIDS MUST BE SUBMITTED AT THIS LOCATION. Any bid received after this date and time will not be accepted.** Bids will be publicly opened and read at 3:00 p.m. The bid opening will be virtual ONLY. To access the bid opening virtually, visit the following Webex virtual meeting link (<https://gwinnettgov.webex.com/gwinnettgov/j.php?MTID=m41623f93f311a302a0a86ad1814982cd>), or dial 408-418-9388, and enter Conference ID 2345 164 9039##. Apparent bid results will be available the following business day on our website www.GwinnettCounty.com.

Questions regarding bids should be submitted to Casey Beauston, Purchasing Associate II, via email Casey.Beauston@GwinnettCounty.com no later than **3:00 p.m. local time on October 30, 2025**. Bids are legal and binding upon the bidder when submitted.

Successful contractor will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to ADA Director, Gwinnett County Justice and Administration Center, 770-822-8736.

The written bid document supersedes any verbal or written prior communications between the parties.

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

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

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

A handwritten signature in black ink, appearing to read "Casey Beauston".

Casey Beauston
Purchasing Associate II

The following pages should be returned as your bid:

Bid Schedule, Pages 14-17
Employee Qualifications, Page 18
References, Page 19
List of Subcontractors, Page 20
Code of Ethics Affidavit, Page 21
Contractor Affidavit and Agreement, Page 22

PROVISION OF MAINTENANCE AND REPAIR OF IRRIGATION SYSTEMS ON A MULTI-YEAR CONTRACT

I. PROJECT SCOPE

The Gwinnett County Department of Parks and Recreation is soliciting bids from qualified contractors for the provision of maintenance and repair of irrigation systems on a multi-year contract.

Services under this contract include but are not limited to repair and on-call maintenance services for existing irrigation systems. The services provided are intended to supplement and complement the efforts of the County in maintaining the serviceability of the existing systems.

There are currently 35 park locations around the County that use one of three irrigation systems: Rain Bird, Hunter, or Calsense. The department currently has approximately five (5) parks with a two-wire system and does not have any parks utilizing Wi-Fi for irrigation.

II. QUALIFICATIONS

1. Contractors are to provide three (3) references of similar type and scope of work, including verifiable experience in troubleshooting, diagnosing, repairing, and maintaining all types of irrigation systems, over the past five (5) years.
2. It is preferred that the contractor be a Certified Irrigation Contractor (CIC), but this is not required. Contractors with an employee with this certification should submit proof with their bid.
3. Subcontractors are to be referenced if the work is not performed in-house. After award, any subcontractor changes must be pre-approved by the County representative.
4. Contractor should have a minimum of 3 crews and/or at least 6 technicians on staff to be able to handle repairs at two different locations at the same time.
5. Contractor shall have at least three (3) technicians on staff that are able to troubleshoot wiring and other problems with valves, solenoids, and clocks/controllers.

III. BASIC REQUIREMENTS

1. Gwinnett County reserves the right to add or delete park sites as needed or to modify the range of services provided at any particular park. When changing the range of services or adding a park site, the County will solicit from the Contractor a cost quote which the contractor shall develop with costs comparable to similar locations under the contract.
2. No service or repairs will be performed without prior approval from Gwinnett County representative.
3. All repairs and service shall be completed within the time frame as defined by Gwinnett County. Any extension of this time must have prior approval from County representative. Every effort must be made to meet appointment schedules and promised completion times.
4. Contractor to have all the labor, equipment and supplies to perform repairs as described in these specifications.
5. There shall be at least one person in a position of responsibility representing the Contractor, on site at all times, who is capable of translating from English to the language used by the workforce.
6. A repair estimate shall be provided before any repairs or service can take place, unless otherwise directed by a Gwinnett County representative. Any additional repair service and/or parts that the contractor deems necessary, beyond the original repair request, must first be approved by the County representative.

7. All replacement parts must be equivalent or greater. The contractor must provide submittal prior to repair, unless otherwise directed by a Gwinnett County representative.
8. All equipment must be protected while in the possession of the Contractor. Unless otherwise instructed by the County, all parts that are removed in the repair of systems must be returned with the exception of warranty parts. Any damage to County property is the responsibility of the contractor to repair at no cost and to the satisfaction of the County.
9. The Contractor shall be responsible for all damages to persons or property that occur as a result of the contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. In addition, the contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work.
10. The contractor shall be available for calls 24 hours a day, 7 days a week. The contractor shall respond to all routine requests for service with a phone call within 4 hours of notification and on site within 24 hours or at a mutually agreed upon time.
11. All warranty claims shall be completed within 36 hours or at an agreed-upon time with the County representative at no additional cost to the County.
12. Compliance with all federal, state or local Department of Environmental Protection (D.E.P.) standards or regulations shall be the responsibility of the Contractor.
13. Contractor shall invoice for a completed job within 30 days of completion.
14. Contractor shall notify a County representative of their anticipated location and schedule for work 24 hours in advance whenever possible. Contractor shall also notify County representative as soon as a repair has been completed.
15. Start ups and shut downs are NOT a part of this contract. The County leaves systems up at all times.
16. In most circumstances the County will shut off the water until the leak can be repaired.
17. All parks have a foreman on site during normal business hours (7am – 3pm). For most service calls, a County plumber will meet the awarded contractor on site to allow access to applicable areas. However, they may not stay for the entire repair to be performed.
18. Available as-built drawings can be provided to the awarded contractor. Accuracy is not guaranteed for these documents. As-builts may not be available for all locations.

IV. IRRIGATION SYSTEM DETAILS

The parks and equipment listed in this section are provided to give interested contractors an idea of the irrigation assets to be covered under this contract. However, it may not cover all irrigation assets that will be covered under this contract.

1. Alexander Park

800 Old Snellville Highway, Lawrenceville, GA 30044

- a. Rain Bird Controller ESP-32Site - 12 zones, 126 heads Hunter I-40 Heads

2. Bay Creek Park

175 Ozora Road, Loganville, GA 30052

- a. Football (grass) – Rain Bird ESP-32SAT - 12 zones, 107 Rain Bird 7005
- b. Football (artificial turf) Rain Bird ESP-LXME – 12 zones, 42 Hunter I-90 heads
- c. Pavilion Front – Rain Bird Controller ESP-LX - 6 zones, 14 Rain Bird heads
- d. Baseball -Rain Bird Controller ESP-32SAT, Rain Bird 7005 heads
 - Field #1 – 8 zones, 31 heads
 - Field #2 – 5 zones, 16 heads
 - Field #3 – 6 zones, 21 heads
 - Field #4 – 5 zones, 16 heads

Field #5 – 5 zones, 16 heads
 Field #6 – 2 zones, 6 heads
 Field #7 – 5 zones, 15 heads
 Field #8 – 5 zones, 15 heads
 Passive baseball area – 8 zones, 272 heads

3. **Best Friend Park**

6224 Jimmy Carter Blvd., Norcross, GA 30071
 Rain Bird Controller – ESP-24SAT, Hunter I-40 Heads
 a. Baseball Field #1 – 8 zones, 40 heads
 b. Softball Field #2 – 6 zones, 32 heads

4. **Bethesda Park**

225 Bethesda Church Road, Lawrenceville, GA 30044
 a. Baseball -Rain Bird Controller ESP-40Site, Hunter I-40 Heads
 Field #1 – 7 zones, 28 heads
 Field #2 – 2 zones, 6 heads
 Field #3 – 4 zones, 12 heads
 Field #4 – 1 zone, 3 heads
 Field #5 – 1 zone, 3 heads
 Field #6 – 1 zone, 3 heads
 Field #7 – 3 zones, 9 heads
 b. Soccer Upper – Rain Bird Controller ESP-2XME – 16 zones, 48 Hunter I-40 heads
 c. Soccer Lower – Rain Bird Controller ESP-24MC – 16 zones, 48 Hunter I-40 heads
 d. Softball – Hunter 1CC Controller, Hunter I-40 heads
 Field #8 – 6 zones, 24 heads
 Field #9 - 7 zones, 28 heads
 Field #10- 7 zones, 28 heads
 e. Football – Rain Bird ESP-24Station - 11 zones, 66 Hunter I-40 heads

5. **Bogan Community Park**

2723 North Bogan Rd., Buford, GA 30519
 a. Volleyball – Rain Bird ESP-12 MCSAT, 10 zones, 80 Hunter I-40 heads
 b. BB/SB Field #'s 1-7 – Rain Bird ESP-40MC, Hunter I-40 heads
 Field #1 – 3 zones, 12 heads
 Field #2 – 7 zones, 25 heads
 Field #3 – 2 zones, 8 heads
 Field #4 – 1 zone, 4 heads
 Field #5 – 1 zone, 4 heads
 Field #6 – 4 zones, 15 heads
 Field #7 – 3 zones, 11 heads

6. **Bryson Park**

5075 Lawrenceville Highway, Lilburn, GA 30047
 a. Football – Rain Bird ESP-LXME, 13 zones, 36 Hunter I-40 heads
 b. Football Passive – Rain Bird ESP-LXME, 19 zones, 63 Hunter I-40 heads
 c. Soccer – Rain Bird ESP-LXME, 22 zones, 101 Hunter I-40 heads
 d. Soccer Passive – Rain Bird ESP-LXME, 2 zones 18 Hunter I-40 heads

7. **Collins Hill Park**

2225 Collins Hill Rd, Lawrenceville, GA 30043

- a. Baseball -Rain Bird Controller ESP-40
 - Field #1 – 3 zones, 18 Toro 610 heads
 - Field #2 – 5 zones, 24 Toro 610 heads
 - Field #3 – 2 zones, 8 Hunter I-40 heads
 - Field #4 – 1 zone, 3 Hunter I-40 heads
- b. Baseball – Rain Bird RC-7Bi, Hunter I-40 heads
 - Field #6 – 2 zones, 9 heads
 - Field #7 – 2 zones, 11 heads

8. Dacula Park

205 Dacula Rd., Dacula, GA 30019

- a. Football -Rain Bird Controller ESP-LX - 8 zones, 37 Hunter I-40 & I-20 heads
- b. Baseball – Rain Bird Controller ESP-40MC, Hunter I-40 & I-20 & I-25 heads
 - Field #1 – 5 zones, 20 heads
 - Field #2 – 3 zones, 12 heads
 - Field #3 – 2 zones, 8 heads
 - Field #4 – 1 zone, 8 heads
 - Field #5 – 3 zones, 12 heads
 - Field #6 – 4 zones, 16 heads
 - Field #7 – 3 zones, 12 heads

9. Dacula Park Activity Building

2735 Old Auburn Road, Dacula, GA 30019

Rainbird Controller ESP-24 Site – 18 zones, 100 Hunter I-40 Heads

10. Deshong Park

2859 North Deshong Rd., Stone Mountain, GA 30087

Rainbird Controller ESP-32 Site – 17 zones, 140 Hunter I-40 and Rain Bird 1800 heads

11. Duncan Creek Park

3700 Braselton Highway, Buford, GA 30519

- a. Football -Rain Bird Controller - 12 zones, 37 Hunter I-90 heads
- b. Passive Area – Rain Bird Controller – 9 zones, 83 Rain Bird 1800 heads

12. EE Robinson Park Baseball/Softball

885 Level Creek Road, Sugar Hill, GA 30518

- a. BB/SB - Rain Bird Controller ESP- ME– 15 zones, 60 Hunter I-40 Heads
- b. Passive Area - Rain Bird Controller SST-600 – 6 zones, 30 Hunter I-40 heads

13. EE Robinson Park Multi-Purpose Complex

650 Peachtree Industrial Blvd., Sugar Hill, 30518

Rain Bird Controller ESP-LXD – Hunter I-40 and Rain Bird heads

- a. Football – Rain Bird ESP-LXD controller – 8 zones, 56 Hunter I-40 heads
- b. Comfort Station/Basketball – Rain Bird ESP-LXD controller – 3 zones, 26 Hunter I-40 heads
- c. Playground Pavilion – Rain Bird ESP-LXD controller – 11 zones, 87 Hunter I-40 heads

14. Freeman's Mill Park

1401 Alcovy Road, Lawrenceville, GA 30045

Rain Bird Controller ESP -LX – 7 zones, 28 Rain Bird SAM-PRS heads

15. George Pierce Park

55 Buford Highway, Suwanee, GA 30024

Rain Bird Controller - Hunter I-40 and Rain Bird heads

- a. Adult Softball – Rain Bird ESP-LX controller – 12 zones, 40 Hunter/Rain Bird heads
- b. Soccer – Rain Bird ESP-40SAT – 26 zones, 104 Hunter/Rain Bird heads
- c. Football – Rain Bird ESP-LXME – 8 zones, 8 Perrot heads
- d. Softball – Rain Bird ESP-40Site – 6 zones, 24 Hunter heads
- e. Baseball – Fields # 1-5 – Rain Bird ESP-LXME – 18 zones, 59 Hunter/Rain Bird heads

16. Graves Park

1540 Graves Road, Norcross, GA 30093

- a. Passive – Rain Bird ESP-32Site controller – 25 zones, 140 Rain Bird heads
- b. Passive – Rain Bird ESP-LXME controller – 8 zones, 46 Rain Bird heads

17. Harbins Park Baseball/Softball

3200 New Hope Road, Dacula, GA 30019

Rain Bird ESP-8LXME Controllers, 2 – Rain Bird 5500 and 8005 heads

- a. Baseball
 - Field #1 – 2 zones, 10 Rain Bird 8005 heads
 - Field #2 – 4 zones, 20 Rain Bird 8005 heads
 - Field #3 - 4 zones, 20 Rain Bird 8005 heads
 - Field #4 – 4 zones, 20 Rain Bird 8005 heads
 - Field #5 – 4 zones, 20 Rain Bird 8005 heads
 - Field #6 – 4 zones, 20 Rain Bird 8005 heads
 - Field #7 – 6 zones, 30 Rain Bird 8005 heads
- b. Passive - Rain Bird ESP-LX Basic controller – 12 zones, 76 Rain Bird 5500 heads

18. Harbins Park Football

2550 Indian Shoals Road, Dacula, Ga 30019

- a. Football – Rain Bird ESP-24MC Controller, 18 zones, 100 Rain Bird 5500 heads
- b. Pavilion – Rain Bird ESP-LXME Controller, 13 zones, 130 Rain Bird 5500 heads

19. Harmony Grove Park

119 Harmony Grove Road, Lilburn, Ga 30047

Rain Bird ESP-16MC Controller, Hunter heads

- a. Soccer Field #1 – 5 zones, 41 heads
- b. Soccer Field #2 – 5 zones, 45 heads

20. Jones Bridge Park

4901 East Jones Bridge Road, Norcross, GA 30092

Rain Bird ESP-M Controller – Hunter I-40 heads

- a. Soccer Field #1 – 2 zones, 8 heads
- b. Soccer Field #2 – 2 zones, 8 heads
- c. Soccer Field #3 – 3 zones, 10 heads

21. Lenora Park

4515 Lenora Church Road (Baseball/Softball), Snellville, GA 30039

4500 Lenora Church Road (Football), Snellville, GA 30039

- a. Baseball – Hunter ICC Controller – Hunter, Rain Bird heads
 - Field #1 – 6 zones, 14 heads
 - Field #2 – 5 zones, 14 heads
 - Field #3 – 4 zones, 8 heads
 - Field #4 – 2 zones, 8 heads
 - Field #5 – 7 zones, 18 heads
 - Field #6 – 10 zones, 35 heads
- b. Football – Rain Bird ESP-32SAT – 25 zones, 136 Rain Bird 7005 heads

22. Lilburn Activity Building

788 Hillcrest Road, Lilburn, GA 30047

- a. Hunter Pro-C controller with 4 current zones (one is a drip zone).
- b. Roughly 5 heads per zone and heads are a mix of Hunter 1800 heads and Hunter pro spray prs40 heads.

23. Lions Club Park

5500 Rock Bridge Road, Lilburn, GA 30047

Rain Bird Controller ESP-LXME – Hunter I-40 Heads

- a. Baseball
 - Field #1 – 5 zones, 22 heads
 - Field #2 – 5 zones, 22 heads
 - Field #3 – 7 zones, 29 heads
 - Field #4 – 4 zones, 17 heads
 - Field #5 – 4 zones, 17 heads

24. Lucky Shoals Park

4651 Britt Road, Norcross, GA 30093

- a. Hunter ICC Controller – Rain Bird heads
 - Baseball Field #1 – 2 zones, 6 heads
 - Soccer Field #2 – 2 zones, 6 heads
 - Soccer Field #3 – 3 zones, 12 heads
 - Soccer Field #4 – 6 zones, 25 heads
 - Soccer Field #5 – 4 zones, 25 heads
 - Passive – 3 zones, 12 heads
- b. Community Center – Rain Bird controller ESP-40Site – 22 zones, Rain Bird heads

25. McDaniel Farm Park

3020 McDaniel Road, Duluth, GA 30096

Rainbird ESP-LXD Controller – 15 zones, 21 Hunter I-20 heads

26. Mountain Park Park

5050 Five Forks Trickum Road, Lilburn, GA 30087

- a. Baseball – Rain Bird Controller ESP-40SAT, Hunter heads
 - Field #1 – 1 zone, 4 heads

Field #2 – 2 zones, 5 heads
 Field #3 – 4 zones, 13 heads
 Field #4 – 5 zones, 12 heads
 Field #5 – 5 zones, 18 heads
 Field #6 – 8 zones, 30 heads
 Field #7 – 5 zones, 21 heads

- b. Skate Bowl – Rain Bird Controller ESP-8MC – 4 zones, 20 Hunter heads
- c. Passive Areas – Rain Bird ESP-40SAT, Hunter heads
 - Pound Field #1 – 4 zones, 4heads
 - Pound Field #2 – 3 zones, 9 heads
 - Playground – 3 zones, 6 heads

27. Peachtree Ridge Park

3170 Suwanee Creek Road, Suwanee, GA 30024
 Calsense Controller ET200E – Hunter I-40 Heads

- a. Football Field #1 – 12 zones, 59 heads
- b. Soccer Field #1 – 6 zones, 56 heads
- c. Baseball
 - Field #1 – 2 zones, 10 heads
 - Field #2 – 4 zones, 28 heads
 - Field #3 – 4 zones, 25 heads
 - Field #4 – 4 zones, 15 heads

28. Pinckneyville Park

4707 South Old Peachtree Road (Soccer), Norcross, GA 30071
 4758 South Old Peachtree Road (Baseball/Softball), Norcross, GA 30071

- a. Rain Bird 24 MC Controller – Hunter I-40 heads
 - Soccer Field #1 – 8 zones, 48 heads
 - Soccer Field #2 – 8 zones, 48 heads
 - Soccer Field #3 – 8 zones, 48 heads
- b. Rain Bird ESP-24 LX Controller – Hunter I-40 heads
 - Soccer Field #4 – 8 zones, 48 heads
 - Soccer Field #5 – 8 zones, 48 heads
- c. Rain Bird ESP-LXME Controller – Hunter I-40 heads
 - Baseball Field #1 – 3 zones, 12 heads
 - Baseball Field #2 – 3 zones, 12 heads
 - Baseball Field #3 – 4 zones, 16 heads
 - Baseball Field #4 – 5 zones, 20 heads
 - Passive Area – 12 zones, 72 heads
- d. Rain Bird ESP- Hunter I-40 heads
 - Baseball Field #5 – 5 zones, 20 heads
 - Baseball Field #6 – 6 zones, 24 heads
- e. Rain Bird ESP-24MC – Hunter I-40 heads
 - Baseball Field #7 – 6 zones, 30 heads
- f. Medlock Pavilion – Rain Bird ESP-LXME Controller, 6 zones, 24 Hunter I-40 heads

29. Rabbit Hill Park

400 Rabbit Hill Road (Soccer), Dacula, GA 30019
 401 Rabbit Hill Road (Baseball/Softball/Football) Dacula, GA 30019

- a. Rain Bird ESP-24MC Controller, Hunter heads

- Soccer Adult – 5 zones, 44 heads
- Passive area – 3 zones, 24 heads
- b. Soccer Youth – Rain Bird ESP-24MC – 24 zones, 185 Hunter heads
- c. Soccer Passive – Rain Bird ESP-24MC – 17 zones, 97 Rain Bird heads
- d. Football Field - Rain Bird ESP-LXME – 8 zones, 32 Rain Bird heads
- e. Football Area – Rain Bird ESP-24MC – 8 zones, 65 Rain Bird heads
- f. Baseball – Rain Bird ESP-LXME
 - Field #1 – 6 zones, 35 heads
 - Field #2 – 4 zones, 21 heads
 - Field #3 – 4 zones, 21 heads
 - Field #4 – 3 zones, 19 heads
 - Field #5 – 3 zones, 20 heads
 - Field #6 – 3 zones, 15 heads
 - Field #7 – 3 zones, 16 heads
 - Passive – 21 zones, 275 heads

30. Rhodes Jordan Park

100 East Crogan Street, Lawrenceville, GA 30046

- a. Baseball – Rain Bird ESP-LX, Hunter I-40 heads
 - Field #1 – 1 zone, 9 heads
 - Field #2 – 1 zone, 9 heads
 - Field #3 – 2 zones, 11 heads
 - Field #4 – 3 zones, 15 heads
 - Field #5 – 4 zones, 15 heads
 - Field #6 – 5 zones, 30 heads
- b. Soccer – Rain Bird ESP-LXME
 - Field #1 – 8 zones, 43 heads
 - Field #2 – 11 zones, 49 heads
 - Field #3 – 11 zones, 53 heads
 - Passive area – 10 zones, 45 heads
- c. Football/Softball Field - Rain Bird ESP-LXME – 8 zones, 24 heads

31. Rock Springs Park

550 Rock Springs Road, Lawrenceville, GA 30043

- a. Soccer – Rain Bird ESP-LXD controller - 30 zones, 120 Hunter I-40 heads
- b. Large Dog park – Rain Bird ESP-LXD controller – 6 zones, 30 Hunter I-40 heads
- c. Small Dog Park – Rain Bird ESP-LXD controller – 4 zones, 16 Hunter I-40 heads

2950 Spriggs Road (Football), Lawrenceville, GA 30043

- a. Football Field #1 – Rain Bird Controller ESP-24SAT – 16 zones, 120 Hunter I-40 Heads

32. Ronald Reagan Park

2777 Five Forks Trickum Road, Lawrenceville, GA 30044

- a. Rain Bird Controller ESP-16Site – Rain Bird heads
 - Passive area – 5 zones, 22 heads
 - Dog Park – 7 zones, 35 heads

33. Settles Bridge Park

380 Johnson Road, Suwanee, GA 30024

- a. Rain Bird Controller ESP-24MC
Passive area – 1 zone, 6 Hunter I-20 heads
Dog Park – 14 zones, 70 Hunter I-40 heads

34. Shorty Howell Park

2750 Pleasant Hill Road, Duluth, GA 30096

- a. Rainbird Controller – Rainbird 7005 Heads
Baseball Field #1 – 5 zones, 30 heads
Baseball Field #2 – 3 zones, 16 heads
Baseball Field #3 – 3 zones, 18 heads
Baseball Field #4 – 3 zones, 18 heads
Baseball Field #5 – 1 zone, 9 heads
Baseball Field #6 – 1 zone, 10 heads
Baseball Field #7 – 1 zone, 10 heads
Football Field #1 – 12 zones, 111 heads

35. South Gwinnett Park

2015 McGee Road, Snellville, GA 30078

- a. Rain Bird Controller ESP-LXD – Hunter I-40 Heads
Baseball Field #1 – 4 zone, 20 heads
Baseball Field #2 – 6 zones, 38 heads
Baseball Field #3 – 2 zones, 9 heads
Baseball Field #4 – 4 zones, 19 heads
Baseball Field #5 – 2 zones, 9 heads
Baseball Field #6 – 4 zones, 3 heads
Baseball Field #8 – 4 zones, 20 heads
- b. Passive – 14 zones, 138 heads

36. West Gwinnett Park

4488 Peachtree Industrial Blvd., Berkeley Lake, GA 30071

- a. Rain Bird Controller 32-MC – Hunter I-40 Heads
Soccer Field #1 – 6 zones, 24 heads
Soccer Field #2 – 14 zones, 60 heads

V. IRRIGATION SYSTEM REPAIR STANDARDS

The Contractor shall repair and maintain all equipment covered under this contract in compliance with the requirements of all local codes and manufacturer's installation specifications and guidelines. The Contractor shall perform all services utilizing, at a minimum, the following guidelines:

1. Broken Heads – Broken heads shall be replaced with new identical heads or repaired with original manufacturer's parts, to function according to the manufacturer's specifications.
2. Broken Irrigation Lines – Broken underground irrigation lines shall be repaired in accordance with all applicable codes.
3. Faulty Valves – Faulty valves shall be replaced with new identical valves or repaired to original manufacturer's specifications.
4. Clogged Heads – Any head that is not properly functioning shall be examined for material(s) lodged in the head. The head shall be disassembled, cleaned, reassembled, and checked.
5. Wiring Problems – An underground wire tracer shall be used to locate wiring breaks. Breaks shall be repaired in accordance with all applicable local codes and with waterproof connectors.

6. Underground Installation Repairs – Underground main pipe repairs shall be marked with metallic tape or low voltage wires prior to backfill (if applicable). Underground irrigation repairs shall be performed in accordance with applicable codes.
7. Landscaping – The Contractor shall restore landscaping to its original condition, including re-seeding, re-planting shrubs, mulching, sodding and providing straw as needed.
8. Debris Removal – The Contractor shall remove all debris resulting from installation and repair of irrigation systems.
9. Trenching and Backfilling – Minimum depths shall be measured from the soil surface to the top of the pipe. Piping shall be buried at the following depth: Open area main lines – 24"; Lateral lines – 18"; and under paving – 36" utilizing a 4" sleeve. All backfilled trenches shall be adequately settled, and/or compacted as per code requirements.
10. Fittings – All PVC pipes shall be cut evenly and wiped clean without any burs or rough edges before fitting. Primer and solvent shall be applied according to the manufacturer's specifications. The pipe and fitting shall be assembled and allowed to cure according to manufacturer's specifications before lines are charged with water.
11. Threaded Connections – All threaded connections shall be made watertight without leakage. Teflon tape or approved pipe joint compound shall be used where appropriate.
12. Valves – All valves shall be set at least 18" deep (measured from the soil surface to the top of the valve stem) and positioned so that the top of the valve can be easily removed and serviced. The valve(s) shall be supported from the bottom with a clay or concrete standard brick (2 ¼" x 3 ½" x 7 ¾") and at least 2-3 inches of washed ¾" gravel shall be placed below the valve(s). The valve box shall be set to cover all valves so that there is sufficient space to service the valves and also so that the top of the valve box is even with the surrounding grade. At least two sides of the bottom of the valve box shall be supported with clay or concrete standard brick. The bottom of the valve box shall be a minimum of 4" above the top of the irrigation pipe.
13. Gate Valves – All gate valves shall be at least 18" deep (measured from the top of the valve casing to the soil surface) and shall have a valve box placed over the valve with the top of the box even with the surrounding grade. The bottom of the valve box shall be at a minimum of 4" above the top of the irrigation pipe.
14. Wiring – Wire shall be color-coded so that the common wire is the same color throughout the site, and the individual zone wires shall be a different color from the common wire. The wire shall be run in the pipe trenches and buried a minimum of 18" deep. Loose wire shall be bundled together with plastic "keepers" or electric friction tape every 24". At the County's request, the Contractor may have to install wires in metal conduit, or Gray PVC electrical conduit. Outdoors, from irrigated area to controller, the control wires shall be run through PVC electrical conduit. Two extra wires shall be included in the bundle. Indoors, wire shall be run through PVC electrical conduit.
15. Electrical Connections – All electrical connections shall be made with waterproof King one step connectors or approved equivalent. All splices of wiring shall have a valve box installed around the splices. The wiring connections at the valve shall be made so at least eight extra inches of wire is left for each connection. At least two sides of the bottom of the valve box shall be supported with a clay or concrete standard brick. The bottom of the valve box shall be a minimum of 4" above the top of the irrigation pipe.
16. Setting and Adjustment of Sprinkler Heads – All heads shall be set so that they can adequately and properly cover the intended area. The Rain Bird 1800 series heads shall be set flush with the soil surface. The Hunter G- series shall be set slightly (1/2"-1") below the soil surface. Heads next to walks or curbs shall be set 4" to 6" away from paving or concrete, and shall be selected for use, according to the manufacturer's recommendations. Heads shall be adjusted to cover the areas according to manufacturer's specifications.

17. Location of in-ground utilities – Prior to making repairs or installation of in-ground irrigation systems, the Contractor shall contact locate 811 and obtain a dig permit prior to any work commencing. The Contractor shall supply copies of these approvals from utility locate when asked by the County representative. The Contractor will also issue an in-house request to locate utilities and will not proceed with work until cleared to do so by the County representative.

VI. LABOR AND MATERIALS FOR IRRIGATION REPAIRS

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list and markup, at applicable contract rates. Each service call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above. All invoices are required to include the location and description of work performed. Gwinnett County reserves the right to inspect Contractor's supplier invoices to verify material mark-ups. All materials used by the Contractor shall be new, free of defects, and suitable for the intended use.

VII. HOURLY LABOR RATE

The County does not guarantee any minimum number of hours and will only pay the actual number of hours worked at the bid rate. The labor charge should include all travel time. No additional travel/trip/truck charge will be honored. The hourly rate will be inclusive of all labor, minor supplies (minor supplies include but are not limited to: Teflon tape, electrical tape, glue and primer, splice nuts and gel, staples for drip line, clamps, etc.), equipment, and fuel to perform work.

Normal hourly repair work will be performed between the hours of 7:00am and 5:00pm on weekdays. After hours, weekend, and holiday work will be scheduled by County representative. Recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

VIII. SAFETY AND PROTECTION PLAN

1. The contractor and each of its employees shall comply with all applicable OSHA and County rules and practices while on the job site.
2. The County reserves the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
3. In the event that the County should elect to stop work because of any type of existing safety hazards, after the contractor has been notified and provided ample time to correct, the contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The contractor shall pay all additional expenses.
4. The operation of the contractor's vehicles or private vehicles by the contractor's employees on or about the property shall conform to posted regulations and safe driving practices. Aisles, passageways, alleyways, entrances or exits to fire protection equipment must be kept unobstructed at all times.
5. On the job site, the contractor shall only use chemicals and cleaning products that do not exceed the National Volatile Organic Chemical (VOC) limitations rule(s) published by U.S. Environmental Protection Agency (EPA).
6. It shall be the responsibility of the contractor to promptly notify the County representative if an official in charge of compliance with OSHA visits the work site.
7. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

IX. WARRANTY

The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for one (1) year after the date of acceptance of such work by the County. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the contractor shall correct work promptly, at no cost to the County, after receiving a written notice from the County to do so.

Contractor shall provide the County representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor.

X. AWARD

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

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

YEAR 1				
Item #	Description	Approximate Annual Quantity	Unit Price	Total Price
1	Regular Hourly Rate for Laborer	1,000 hrs.	\$	\$
2	Overtime Hourly Rate for Laborer (after hours, weekends, holidays)	80 hrs.	\$	\$
3	Regular Hourly Rate for Foreman	1,000 hrs.	\$	\$
4	Overtime Hourly Rate for Foreman (after hours, weekends, holidays)	80 hrs.	\$	\$
5	State Percentage Mark-Up Charge above Cost of Materials (Not to Exceed 15%)		%	
YEAR 1 TOTAL			\$	

YEAR 2				
Item #	Description	Approximate Annual Quantity	Unit Price	Total Price
1	Regular Hourly Rate for Laborer	1,000 hrs.	\$	\$
2	Overtime Hourly Rate for Laborer (after hours, weekends, holidays)	80 hrs.	\$	\$
3	Regular Hourly Rate for Foreman	1,000 hrs.	\$	\$
4	Overtime Hourly Rate for Foreman (after hours, weekends, holidays)	80 hrs.	\$	\$
5	State Percentage Mark-Up Charge above Cost of Materials (Not to Exceed 15%)		%	
YEAR 2 TOTAL			\$	

COMPANY NAME _____

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

YEAR 3				
Item #	Description	Approximate Annual Quantity	Unit Price	Total Price
1	Regular Hourly Rate for Laborer	1,000 hrs.	\$	\$
2	Overtime Hourly Rate for Laborer (after hours, weekends, holidays)	80 hrs.	\$	\$
3	Regular Hourly Rate for Foreman	1,000 hrs.	\$	\$
4	Overtime Hourly Rate for Foreman (after hours, weekends, holidays)	80 hrs.	\$	\$
5	State Percentage Mark-Up Charge above Cost of Materials (Not to Exceed 15%)		%	
YEAR 3 TOTAL			\$	

YEAR 4				
Item #	Description	Approximate Annual Quantity	Unit Price	Total Price
1	Regular Hourly Rate for Laborer	1,000 hrs.	\$	\$
2	Overtime Hourly Rate for Laborer (after hours, weekends, holidays)	80 hrs.	\$	\$
3	Regular Hourly Rate for Foreman	1,000 hrs.	\$	\$
4	Overtime Hourly Rate for Foreman (after hours, weekends, holidays)	80 hrs.	\$	\$
5	State Percentage Mark-Up Charge above Cost of Materials (Not to Exceed 15%)		%	
YEAR 4 TOTAL			\$	

COMPANY NAME _____

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

YEAR 5				
Item #	Description	Approximate Annual Quantity	Unit Price	Total Price
1	Regular Hourly Rate for Laborer	1,000 hrs.	\$	\$
2	Overtime Hourly Rate for Laborer (after hours, weekends, holidays)	80 hrs.	\$	\$
3	Regular Hourly Rate for Foreman	1,000 hrs.	\$	\$
4	Overtime Hourly Rate for Foreman (after hours, weekends, holidays)	80 hrs.	\$	\$
5	State Percentage Mark-Up Charge above Cost of Materials (Not to Exceed 15%)		%	
YEAR 5 TOTAL			\$	
GRAND TOTAL FOR ALL YEARS			\$	

COMPANY NAME _____

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

BID SCHEDULE CONTINUED

Certification Of Non-Collusion in Bid Preparation _____
Signature Date

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

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

The services to be performed under this Agreement shall commence upon final approval by the Board of Commissioners, or March 1, 2026, whichever is later. 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 five (5) 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.

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

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ E-mail Address _____

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

EMPLOYEE QUALIFICATIONS

Company Name _____ Years in Business _____

Number of Employees: Full Time _____ Part Time _____ Office _____

The quality of labor with the selected contractor is very important to the County. Please provide in writing a list of all employees available for these services (attach additional sheets if needed).

1. Name: _____

Years of Experience: _____

Experience Level/License or Technician Certification/Training: _____

Additional Information: _____

2. Name: _____

Years of Experience: _____

Experience Level/License or Technician Certification/Training: _____

Additional Information: _____

3. Name: _____

Years of Experience: _____

Experience Level/License or Technician Certification/Training: _____

Additional Information: _____

4. Name: _____

Years of Experience: _____

Experience Level/License or Technician Certification/Training: _____

Additional Information: _____

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

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed within the last five (5) years.

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

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

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

COMPANY NAME _____



BL125-25 Provision of Maintenance and Repair of Irrigation Systems 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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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



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 Employers Liability	Georgia State Statutory Limits
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

- Concurrence 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.

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

BL125-25

Buyer Initials: CB

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
SIGNATURE

**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. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

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

submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

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

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the

date of the County check.

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall

continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

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

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

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

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of

damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.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@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please 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 of the Charlotte J. Nash Building. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED.**