



October 8, 2024

**INFORMAL WRITTEN QUOTE
IWQ 1-736251**

Gwinnett County is soliciting competitive quotes from qualified contractors for the **Purchase and Planting of Trees at Various Parks Locations** for the Department of Community Services.

Quotes should be typed or submitted in ink and returned to the Attention of Jake Scarpone, Purchasing Associate II. Quotes should be received by **3:00 P.M. October 15, 2024** by email jake.scarpone@gwinnettcountry.com or sent to the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046.

Questions regarding quotes 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 **October 11, 2024**. Quotes are legal and binding upon the bidder when submitted. The written Quote documents supersede any verbal or written prior communications between the parties.

Successful awarded vendor will be required to meet insurance requirements. Insurance Company must be authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-5 or higher.

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

Award will be made to the contractor submitting the lowest responsive and responsible quote. Gwinnett County reserves the right to reject any or all quotes, to waive technicalities, and to make an award deemed in its best interest. Quotes 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.

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

Jake Scarpone
Purchasing Associate II

The following pages should be returned with your quote:

**Quote Schedule, Page 13-14
References, Page 15
Subcontractor List, Page 16
E-Verify, Page 17**

Purchase and Planting of Trees at Various Parks Locations

Gwinnett County Department of Community Services is soliciting quotes for the purchase and installation of trees at Bay Creek Park in Loganville and Bethesda in Lawrenceville, with one Alternate for Lenora Park in Snellville.

The sites are open to the public. Interested Contractors should completely satisfy themselves as to the exact nature and existing conditions of project sites and the requirements and specifications for the extent and quality of work to be performed. Failure to do so will not relieve the Contractor of the obligation to carry out the provision of this contract.

Gwinnett County reserves the right to reject any or all quotes, to waive technicalities, and to make an award deemed in its best interest. The award will be made to the Contractor submitting the lowest responsive and responsible Quote.

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

I. SCOPE OF WORK

1. The project includes the provision and planting of trees in the following Gwinnett County parks. **Onsite work must be completed between October 15, 2024 and December 15, 2024.:**

Bay Creek Park
175 Ozora Road,
Loganville, GA 30062

Bethesda Park
225 Bethesda Church Road
Lawrenceville, GA 30044

Alternate (if accepted):
Lenora Park
4500 Lenora Church Road
Snellville, GA 30039

II. PART 1 - GENERAL

1. WORK INCLUDED

- A. Supply and plant trees as indicated on the Drawings and Details
- B. Water, stake, and mulch trees.
- C. Remove debris and clean site from planting activities.

2. REFERENCE STANDARDS:

- A. Plant Specifications are as indicated in the current edition of ANSI 260.1, "American Standard for Nursery Stock", hereinafter referred to as AAN.
- B. Plant names are as taken or derived from Standardized Plant Names, 2nd Edition, 1942, prepared by the American Joint Committee on Horticultural Nomenclature. Where there are plant names not covered therein, the custom of the nursery trade is followed.
- C. Plant Hardiness zones are as indicated on the "Plant Hardiness Zone Map," USDA, Misc. Publication #814.
- D. Where reference is made to American Society for Testing & Materials (ASTM), these specifications, referenced numbers only, are made a part of this Specification as if herein reproduced.

3. SUBMITTALS

- A. Contractor shall be responsible for whatever inspection of plant material may be required by local, state or federal law and any necessary Certificate of Inspection shall accompany each shipment.
- B. Contractor shall obtain and submit soil samples of topsoil to be used to an approved testing agency and then submit the results of same to the owner's representative, along with recommendation as to quantity of lime (to achieve a final pH of 6.5 to 7.0) or other additives required.
- C. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
- D. Provide detailed typewritten instructions and recommendations to be followed by the Owner for properly maintaining landscape work for one full year following installation.

4. QUALITY ASSURANCE

- A. Qualifications: Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
- B. Requirements of Regulatory Agencies
 - a. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
 - b. Contractor shall comply with all requirements of state and regulatory agencies in transporting materials.
- C. Quality Standards
 - a. Plant Materials: Comply with AAN. No inspection or sealing of plant materials specified in this Section changes or modifies those requirements.
 - b. Plant Identification
 - i. Mark plant bundles properly for identification and for checking.
 - ii. Provide each tree with a legible, weatherproof label which lists its botanical and common name. Securely attach each label with rot-resistant rope or wire, attached so that plants are not damaged.

- iii. Do not remove tags until after plant materials have been approved by the Owner's Representative and the local governing body (if plantings are required to meet local ordinances), and upon direction of the Owner's Representative.
- c. Plant Quality
- i. Provide sound, healthy, vigorous, freshly dug, nursery grown stock, free from plant diseases and insect eggs. Heeled-in stock or stock from cold storage will not be accepted.
 - ii. Provide Plants:
 - 1. With healthy, normal root systems.
 - 2. Which have been grown for at least 2 years under climatic conditions similar to those where scheduled for planting.
 - 3. Which have been grown in properly spaced blocks.
 - 4. Which have been transplanted or root pruned at least twice, and at least once in the past three years.
 - 5. With a habit of growth normal for the species, and which are equal to (or exceed) measurements specified in Plant List.
 - 6. With symmetrical growth typical for the variety and species. Match plants for symmetry of a grouping where required.
 - 7. Plants that do not have normal balance of height and spread typical for the species will not be acceptable.
- D. Plant Root Systems
- a. Balled and burlapped plants are designated on the list as "B & B."
 - b. Gal. = Gallon size container
- E. Plant Substitutions
- a. Container-grown plants will be accepted instead of "B & B" plants provided they have been growing in the same container for one full growing season before delivery, have sufficient root growth to hold earth intact when removed from container, and are not root-bound.
 - b. Plant variety substitutions will be permitted only upon submission of proof that the designated species is not obtainable, and after written approval for the substitution is given by the Owner's Representative. Plant variety substitutions will be made at no charge to the Owner.
 - c. All plants will be of the size specified or larger (if approved by the owner's representative). The use of larger material than that specified will not increase the Contract Price, and the use of larger material will not be permitted as a balance against smaller materials than specified.
- F. DELIVERY, STORAGE AND HANDLING
- a. All plant materials shall be handled and packed in accordance with good nursery practices. Material shall be adequately protected during transit to prevent windburn, drying, or overheating. Upon delivery, plant materials will be adequately protected from the sun, freezing, and/or drying winds.
 - b. When plants cannot be planted immediately after delivery:

- i. Place plants on clean lawn surface, in protected area, away from heat-gaining materials such as pavements and masonry construction.
 - ii. Cover roots and root crowns with moist sod or approved mulch to protect them from sun and wind.
 - iii. Water as necessary to keep them in good condition.
 - iv. Where required, plant materials may be stored in a temporary shed or by heeling-in, using good nursery practice.
- c. Plant materials which are not adequately protected, left out of the ground unprotected overnight, left with roots exposed to the sun, improperly protected during transit, unloading, heeling-in, or during the planting operation shall be rejected and removed from the site.
 - d. Packaged materials shall be delivered in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at the site.

5. JOB CONDITIONS

A. Site Inspection:

- a. Contractor shall familiarize him/herself with the site, the plans, the specifications, special provisions, and plan requirements, and is responsible for calling any discrepancies or special problems to the attention of the owner's representative.
- b. Mark underground utility lines prior to digging and review site for underground utilities. Use caution when excavating and when placing stakes to avoid damage to utility lines. Should such damage occur to lawns, walks, paved areas, or utilities, have repairs made by appropriate trade at Contractor's expense.
- c. In the event of interference between utility lines or obstructions and plan locations, notify the Owner's Representative for direction.

B. Protection:

- a. Protect, maintain, and restore benchmarks, construction stakes, monuments, and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at no expense to the Owner. After items have been permanently set, certify the work and furnish certification to the Owner's Representative.
- b. Utilities: The contractor will be responsible for locating and marking existing utility lines. The Contractor shall exercise particular care when near utility lines by hand digging to prevent them from being damaged by excavating equipment.
- c. Protect buildings, roads, walks, and other construction.
- d. Protect the general public from any hazardous conditions caused by this work. The parks will be open to the public during installation.
- e. Plant Materials
 - i. Plants to remain shall be protected by suitable means if not already accomplished by others.

- ii. Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking, and skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within the drip line, excess foot or vehicular traffic, or parking of vehicles within the drip line. Provide temporary fences, barricades, or guards as required to protect trees and vegetation to be left standing.
- iii. Provide protection for roots over 1-1/2 inches in diameter that are cut during construction operations. Temporarily cover all exposed roots with wet burlap to prevent roots from drying out. Provide earth cover as soon as possible, making sure that burlap is kept wet until such time.
- iv. Repair or replace trees and vegetation damaged by construction operations in a manner acceptable to the Owner's Representative. Damaged trees are to be repaired and restored to full growth status, as determined by a qualified tree surgeon.
- v. No equipment, materials, trash, or other debris will be stored under trees scheduled to remain.
- vi. Replace any damaged lawns with new sod to match existing.

C. Environmental Requirements

- a. Burning: No burning of trash or construction materials will be permitted.
- b. Dirt on Pavements: Where the Contractor's equipment is operated on any portion of the pavement used by traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operation.
- c. Dust Control: Dust control operations shall be performed by the Contractor to keep the amount of dust and dirt to a minimum. The Owner's Representative along with the Contractor's Representative shall determine when water is required to alleviate or prevent dust nuisance.
- d. Disposal of Vegetative Material: Comply with local and state requirements for the disposal of trees and shrubs.
- e. Silting or Washing: No silting or washing of material will be allowed to extend beyond the limit of construction. Should such silting or washing occur, clean up silt to restore area to previous condition then construct and maintain appropriate erosion control measures at no expense to the Owner until grass, plants and groundcovers are established.

D. Weather Limitations

- a. Unfavorable Weather: During dry weather or in drought, balled plants shall be set in their pits and backfilled with loam $\frac{3}{4}$ full and the pit then filled to the brim with water. When still wet, soil backfill shall be settled by insertion of the handle of a shovel or other stick to subgrade, and rocked back and forth until the soil and water are well mixed, after which the backfill shall be completed and the next day firmed by tamping.
- b. Protection from Sun, Wind, and Frost: At all times, plants must be adequately protected from the drying action of wind and sun. Plants distributed to planting beds for immediate planting shall be kept covered by wrapping or earth covering. During cold weather, the roots shall be protected from frost by heeling-in.

- c. Cold and/or Wet Weather: Planting operations shall stop when soil is frozen or when topsoil is muddy.

E. Coordination

- a. Notify the owner's representative a minimum of 48 hours before beginning planting operations at each site.
- b. Maintain access to all park amenities during planting operations.
- c. Clean the site of all debris from planting operations daily.

6. PLANT MATERIAL GUARANTEE

- A. Warranty plant materials for a period of one year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from neglect by the Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond the control of the Contractor.
- B. Warranty all 3-inch caliper or larger trees for a period of two years after the date of substantial completion.
- C. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during the warranty period. Replace trees, shrubs, or ground cover plants which are in doubtful condition at the end of the warranty period unless, in the opinion of the Owner's Representative, it is advisable to extend the warranty period for a full growing season. Another warranty inspection will be conducted at the end of the extended warranty period, if any, to determine acceptance or rejection. Only one replacement (per tree, shrub, or ground cover plant) will be required at the end of the warranty period, except for losses or replacements due to Contractor's failure to comply with specified requirements.

III. PART 2 – PRODUCTS

1. PLANT MATERIALS

- A. A list of plants required for this work is included on the Drawings. Should any discrepancy occur between the Plant List and the Drawings, the Drawings shall govern.
- B. All plants are subject to the inspection of the Owner's Representative before digging. An approval of material on such inspection shall not be construed as an acceptance of it. Final acceptance will not be made until the material has been delivered and inspected at the site of the project.

2. MATERIALS FOR PLANTING

- A. Topsoil: Natural, fertile, friable, productive soil, neither excessively acid nor alkaline, and free from toxic substances, stones, weeds, clay, clods, roots, cinders and debris.
- B. Sand: Clean, sharp, and free from admixtures which might inhibit plant growth.
- C. Commercial Fertilizer: Time release granular type containing 6 percent nitrogen, 12 percent phosphorus, and 12 percent potassium. Deliver fertilizer in unopened, original containers bearing manufacturer's guaranteed analysis.
- D. Sulphur: Elemental Sulphur, 99 percent derived from secondary nutrient Sulphur. Sulphur should be used to create an acid soil condition for ericaceous plants. Rates of application shall be determined by pH according to soil test to produce pH of 5 to 5.5.

- E. Lime: Ground limestone containing not less than 45 percent of calcium oxide, and ground to such fineness that the residue on #30 and #200 sieves is not more than 0.5 percent and 15 percent, respectively.
- F. Peat: Horticultural peat composed of not less than 60 percent decomposed organic matter by weight, oven-dried. Delivered to the site in a workable condition free from lumps.

3. MATERIALS FOR STAKING

- A. Wire for guying or fastening trees to stakes: No. 12 gauge, galvanized steel, annealed. Galvanized shall comply with ASTM A 392, Class III.
- B. Hose to encase wires at tree contact: Two-ply reinforced rubber garden hose, minimum $\frac{3}{4}$ inch size.
- C. Turnbuckles: Turnbuckles shall be manufactured from a good grade of steel, galvanized in accordance with ASTM A 153, and shall measure nominally 3/8" x 6."

4. MISCELLANEOUS MATERIALS

- A. Herbicide: Herbicide shall be commercially approved, pre-emergent herbicide to prevent weed seed germination.
- B. Anti-desiccant/Anti-transpirant: Anti-desiccant/anti-transpirant shall be in liquid form and shall comply with ASTM Specification E 96.
- C. Tree trunk wrapping: Wrapping shall be standard nursery-type burlap, or heavy crepe paper produced for this use.

5. MULCHING MATERIALS

- A. Mulch shall be shredded hardwood bark.

6. WATER

- A. Use clean, potable water free from substances which might inhibit plant growth. Water is to be provided or arranged for by the Contractor.

7. TEST KIT

- A. Contractor shall utilize a kit for determining pH factor of soil.

IV. PART 3 – EXECUTION

1. LAYOUT

- A. Stake out proposed plant locations and outlines for planting areas and obtain approval of the Owner's Representative before beginning planting.
- B. Where possible, leave 7' between planting pit and edge of curb.

2. TESTING

- A. Test soil as often as necessary to determine pH factor of untreated soil.
- B. Where test indicates adjustment of pH factor is required, add lime or sulphur, as necessary, to adjust to proper pH factor.
- C. After adding corrective substances, retest soil. Retest and correct until correct pH factor is attained.
- D. Keep record of:
 - a. Locations where tests are made.
 - b. Readings before corrections are made.

- c. Readings after corrections are made.

3. SOIL PREPARATION

- A. Mix soil and additives when soil and additives are relatively dry. Thoroughly mix with hand tools or rotary tiller.
 - a. Mix soils to be used for filling around plants in pits.
 - b. Mix topsoil to be used for top dressing.
- B. Apply specified herbicide at rates specified on product packaging.
- C. Tree pits are to be prepared with soil mix 1.5 times the depth and width of root ball.

4. EXCAVATING AND PREPARING PLANT PITS

- A. Excavate plant pits to depths and to profiles specified and indicated. Pits shall be circular in outline. Pit depths specified below shall be measured in relation to finished grade.
- B. "B & B" and container grown plants:
 - a. Diameter: 2 times the diameter of the root ball of plants.
 - b. Depth: 4 inches greater than depth of ball or roots.
- C. Where pit depth is over-excavated, backfill with prepared topsoil to fill depth so that balls or root structure of plants will be at correct height.

5. PLANTING TREES AND SHRUBS

- A. In individual pits, set plants so that after settlement they will be at same levels as originally grown.
 - a. Center plants in pits and place them upright.
 - b. Face each plant to give best appearance to closest observation point.
 - c. Cut off broken, frayed, and dead roots.
 - d. Handle plants so as to prevent damage.
- B. Planting "B & B" and Container-Grown Plants:
 - a. Set "B & B" plants in pits. Thoroughly wet burlap. Loosen tie material and carefully roll back burlap so that ball is not broken. Cut the loose burlap and tie material; do not pull tie material or burlap out from under balls. Completely remove all metal from root balls in metal baskets.
 - b. Before planting container grown plants, carefully remove plants from containers so that earth and roots are not disturbed. Handle with care and set into pits as whole units.

6. BACKFILLING PLANT PITS

- A. When plants are in positions in pits, place prepared topsoil until pit is approximately 3/4 full.
- B. Compact and settle soil by watering thoroughly.
- C. After water has soaked in, complete backfilling to finished grade and again compact and settle soil by thoroughly soaking.
- D. If further settling occurs, add additional soil so that finished backfilling is even with finished grade. Do not fill above root crowns of plants.

- E. Form ridges of topsoil around individual trees and plant groupings for better water absorption.

7. PRUNING

- A. Remove dead and broken branches from plant materials.
- B. Prune to retain typical growth habit of individual plants with as much height and spread as practicable. Make cuts with a sharp instrument and cut flush with trunk or adjacent branch to eliminate stubs.
- C. Do not prune the central leader on trees. "Head back" cuts at right angles to line of growth is not permitted. Do not pole or top trees.
- D. Do not prune plants to less than the size in height or spread specified on plans.

8. WRAPPING

- A. Wrap trees from ground level to first branches.

9. GUYING TREES

- A. Guy trees over 3" caliper where space allows.
- B. When guying, cover wires that may come in contact with tree with the specified hose.
- C. Keep guys tight enough to hold trees in required position until tree is established.

10. MULCHING

- A. After plants have been set and cultivation within groups of plants has been completed and approved, cover the area within the outline of each planting pit or bed with a smooth layer of specified mulch to a depth of 3."
- B. After placing mulch, thoroughly wet it to prevent displacement by wind.

11. EROSION CONTROL

- A. Where necessary, install erosion control measures before planting. requirement for protection will depend on slope and type of soil.
- B. Do not allow runoff from planting operations onto surrounding sidewalks, parking lots or lawns.

12. MAINTENANCE

- A. Begin maintenance as soon as each plant is in place and continue maintenance until all planting has passed final acceptance of the total facility by the Owner's Representative. Maintenance includes the following: spraying for insect control; watering; weeding; cultivating; removal of dead material; resetting plants to proper grades or upright position; restoration of plant sources and mulch; and other operations to keep plant healthy and looking good.
- B. Protect lawn areas during this work.

13. CLEANUP

- A. As work progresses, keep grounds free from debris and paved areas free from debris and dirt. Clean paved areas daily.
- B. When work is otherwise complete, clean grounds and pavements. Remove excess materials and equipment from project site.

14. FINAL INSPECTION

- A. At the end of the guarantee period(s), Contractor is to make an inspection of the plantings with the Owner's Representative at a time mutually acceptable to both parties. If agreement as to time cannot be reached, the Owner's Representative may make the inspection on his/her own.
- B. As a result of the inspection, a list of deficiencies will be prepared and given to the Contractor.

15. REPLACEMENT PLANTING

- A. Contractor is to correct deficiencies noted on the list of deficiencies prepared in the final inspection.
 - a. Remove and replace plants which are not showing satisfactory growth as determined by the Owner's Representative.
 - b. Replace plants missing due to installation oversight as soon as conditions permit, but during the normal planting season as determined by the Owner's Representative.
 - c. When there is question regarding the satisfactory establishment of plants, the Owner's Representative may allow plants to remain through another complete growing season. After that time, Contractor will replace plants that are dead, unhealthy, or in a badly impaired condition, as determined by the Owner's Representative.
 - d. Replace with plants of same kind and size as specified in Plant List.
- B. Deficiencies are to be corrected during the normal planting season for such plantings.
- C. Upon correction of any deficiencies, the Owner's Representative will re-inspect the plantings and, if acceptable, the Contractor will be relieved of further responsibility.

V. ALTERNATES

1. SUMMARY

- A. Section includes:
 - a. List of alternates
 - b. Procedures for alternate work

2. ALTERNATE LIST

- A. Alternate pricing shall include all materials, supervision, overhead and profit for each alternate bid item.
- B. ADD ALTERNATE #1: Provide and plant trees in Lenora Park as shown on the plans.
 - a. Alternate will include Red Maple, Sugar Maple, Overcup Oak and Scarlet Oak, as described in the plans and specifications, or approved equal.
 - b. Provide planting mix and mulch per specifications and detail.
 - c. Warranty trees as described in specification II., #6 – PLANT MATERIAL GUARANTEE.

3. PRODUCTS

- A. Refer to drawings and specifications.

4. EXECUTION

- A. Coordinate alternate work with related work and modify adjacent work as required.

VI. CONTRACT CLOSEOUT

1. SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - a. Inspection procedures.
 - b. Project record document submittal.
 - c. Operation and maintenance manual submittal.
 - d. Submittal of warranties.
 - e. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the specifications above.

2. SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for Substantial Completion, complete the following:
 - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - b. See Evaluations for comments on subparagraphs below.
 - c. Advise the Owner of pending insurance changeover requirements.
 - d. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - e. Submit record drawings, maintenance manuals, and similar final record information.
 - f. Deliver tools, spare parts, extra stock, and similar items.
 - g. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
 - h. Complete final cleanup requirements.
- B. Inspection Procedures: On receipt of a request for inspection, Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR QUOTE MAY RESULT IN REJECTION OF QUOTE

QUOTE SCHEDULE

ITEM#	DESCRIPTION	TOTAL PRICE
BASE BID		
1	LUMP SUM FEE FOR PROVISION AND PLANTING OF TREES AT BAY CREEK PARK, PER ABOVE SPECIFICATIONS	\$
2	LUMP SUM FEE FOR PROVISION AND PLANTING OF TREES AT BETHESDA PARK, PER ABOVE SPECIFICATIONS	\$
BASE BID TOTAL		\$
ALTERNATE		
1	LUMP SUM FEE FOR PROVISION AND PLANTING OF TREES AT LENORA PARK, PER ABOVE SPECIFICATIONS	\$
QUOTE TOTAL (BASE BID + ALTERNATE)		\$

NOTES:

- 1. Lump Sum Fee must include all costs associated with this request including, but not limited to, labor, materials, disposal and travel time.
- 2. On site work must be completed between October 15, 2024 and December 15, 2024.

COMPANY NAME: _____

QUOTE SCHEDULE CONTINUED

Certification of Non-Collusion in Quote Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

Email Address _____

REFERENCES

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

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

1. Company Name _____

Brief Description of Project _____

Completion Date _____

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 _____



IWO 1-736251, Purchase and Planting of Trees at Various Parks Locations

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

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

STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (**and any applicable Authority**) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

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

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

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

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements where there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

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

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

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

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

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

XXXIII. CODE OF ETHICS

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

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.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 second floor, West Wing.