



January 28, 2025

**INVITATION TO BID
BL018-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for the **Provision of Landscaping Maintenance and Chemical Grounds Services at Various Gwinnett County Facilities on an Annual Contract** with four (4) additional one year options to renew for the **Department of Support Services**.

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. Bids will be received until **2:50 p.m. Friday, February 21, 2025** at the Gwinnett County Financial Services - Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date time will not be accepted. Bids will be publicly opened and read at 3:00 p.m. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

A pre-bid conference is scheduled for **10:00 a.m. on Friday, February 7, 2025** inside the Dogwood Conference Room located at the Gwinnett County Purchasing Division, 75 Langley Drive - Second Floor, Lawrenceville, Georgia 30046. All bidders are strongly urged to attend. Questions regarding bids should be submitted to Alexis Mckennery, Purchasing Associate II, via email alexismckennery@gwinnettcounty.com no later than **3:00 p.m. local time, Tuesday, February 11, 2025**. Bids are legal and binding upon the bidder when submitted.

Successful Service Provider 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, 770-822-8165.

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

Award will be made to the contractors 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.

Alexis Mckennery
Purchasing Associate II

The following pages should be returned in duplicate as your bid: **Bid Schedule, Pages 17-24**
References, Page 25
Code of Ethics Affidavit, Page 26
Contractor Affidavit, Page 27

PROVISION OF LANDSCAPING MAINTENANCE AND CHEMICAL GROUND SERVICES AT VARIOUS GWINNETT COUNTY FACILITIES ON AN ANNUAL CONTRACT

I. Scope of Services

The Gwinnett County Board of Commissioners is soliciting competitive pricing for the Provision of Comprehensive Landscaping Maintenance and Chemical Application Services at Various Gwinnett County facilities on an Annual Contract. The services required vary by location and nature of the facilities.

General Grounds Care: This element to be compensated at fixed monthly rates. Inclusive of lawn mowing, trimming and edging, mulching, removal of trash and debris, and management of ornamental shrubs, trees, and landscaped beds.

Comprehensive Grounds Chemical Application: This element will be performed at set monthly rates with a time and material component (T&M) elements for unforeseen applications. This element may be performed by Subcontractors upon approval by the Designated Department Representative.

Time And Materials: Additional mulching of planted beds may be requested twice per year by the County and will be compensated per application, Landscaping Enhancements may be requested by the County and will be furnished by the Service Provider on a time and material basis.

The County has determined that the above services and their allocation by facility or facility type is the most beneficial way of supplementing in-house maintenance functions, which also will be occurring at some of these locations. The selected Service Provider should be prepared to coordinate work, where necessary, with the services provided by the County and by other grounds services vendors. The County reserves the right to add facilities during the contract period at mutually agreeable and comparable rates, and to delete facilities as needed. The services will be on an annual basis, with four (4) one (1) year options to renew.

II. Comprehensive Landscaping Services

A. General Grounds Care

Facilities covered under this category are various Gwinnett County facilities. Most of these properties are accessible to the public seven days per week and it is expected that services will be provided during normal County working hours. The services required on these facilities are to be comprehensive in nature. The Service Provider is to visit all facilities on a regular basis throughout the year, no less than once weekly in growing season (March – October) and twice monthly during the off-season (November – February), about two weeks apart. All properties must be maintained in entirety unless otherwise specified. The Service Provider will not be responsible for maintaining storm water retention ponds on these properties and will temporarily be relieved of responsibility for parts of properties for the duration of major site improvement projects. Service Provider will submit a weekly report, including before and after photographs, detailing all services that were

completed on each property in the preceding week and providing an explanation for any scheduled service that was not completed.

B. General Clean Up

The Service Provider shall provide a regularly scheduled clean ups of driveways, sidewalks, beds, plazas, walkways, and other hardscapes and haul away all yard waste from the property. Service Provider is responsible for full cleanup after a storm other than fallen tree trunks and is responsible for notifying the Designated Department Representative of fallen trees and hazardous conditions, such as down power lines, fence damage, or missing storm grates and manhole covers, and will mark such hazards with caution tape. Service Provider also shall extract weeds growing in joints of hardscape. Service Provider will be responsible for removing any litter or limbs from turf, beds or hardscape.

C. Lawn Mowing/Trimming/Edging

The lawns covered under this contract are a variety of sizes and types. Service Provider shall be responsible for viewing them to determine the requirements for maintaining each. Most of the lawns are either bermuda or fescue, but some do not have clearly defined turf. Several of the library branches have very small lawn or turf areas, but the Service Provider is responsible for the regular comprehensive care described herein regardless of the size of the facility's lawn or turf area.

During the growing season, the Service Provider shall mow lawns and turf areas weekly. If weather does not permit mowing of a property on the scheduled service day, the property must be mowed on the following day or, as soon as weather permits. Intermittent inclement weather will not preclude the property from being serviced weekly. Prior to each mowing, Service Provider shall remove trash, sticks, and other unwanted debris from the lawns. Mowing shall be done with bagging or mulching equipment to prevent side discharges that may injure pedestrians or damage property, and to ensure a clean and neat appearance upon completion. Mowing patterns shall be alternated on a regular basis to prevent formation of ruts from the mower wheels. Mowers utilized shall be kept well maintained, and mower blades shall be kept sharp so as to not damage grass. During drier periods, the height of the cut shall be raised so as to prevent damage to grass, but grass must generally remain under 8" in height at all times between mowing, else the County may deem that weekly service for this section per property has not been provided.

With each mowing operation, the Service Provider also shall provide trimming and edging services with powered or manual equipment as needed, but at a minimum every two weeks during the growing season. All lawn areas shall be trimmed around lawn furniture, signs, trees, shrubs, planting beds, walkways, curbs, concrete pads, and other obstacles. The Service Provider also shall immediately remove and dispose of resultant grass clippings and other debris from walkways, curbs and planting beds. The Service Provider also shall remove all debris and weeds from said edging, and sweep or blow landscaped surfaces clean.

Warm Season Grasses: It is expected that the County will utilize predominantly warm season grasses on these properties. Lawns with warm season grasses will be scalped to a height of approximately 1.5 inches in early March prior to growing season. During the growing season, lawn

areas with warm season grasses will be maintained at a height of 2 to 2.5 inches. As noted earlier, exceptions may be made to this requirement during particularly dry periods. When warm season grasses are fully dormant, no mowing and associated trimming and edging will be required.

Cool Season Grasses: This section is included to specify the requirements for possible future property additions to the contract. During the mowing season, lawns with cool season grasses typically will be maintained at a height of from 3 to 4.5 inches. The Service Provider may use its professional judgment to insure that grass blades are adequate in length to shade the root system. Exceptions may be made to this requirement during particularly dry periods, but grass must remain under 8" in height at all times between mowing. Outside of the prime mowing season for these grasses, Service Provider shall monitor lawns to determine if any mowing and associated trimming is necessary. If such services are required, Service Provider shall mow and trim lawns to maintain a neat appearance.

Aeration of cool season grasses such as tall fescue shall be in conjunction with over seeding, and shall be implemented once per year in early fall prior to the early fall application of fertilizers. This element is included in the Comprehensive Landscaping Services fixed rates. This service must be scheduled with the Designated Department Representative and also coordinated with the Grounds Chemical Application Service Provider. Aeration of fescue shall consist of removing soil plugs to a depth of 1 ½ to 2 inches uniformly over the entire lawn.

III. Management of Ornamental Shrubs, Trees and Landscaped beds.

A. Weed Control

The Service Provider shall weed all beds containing ground cover, perennials, shrubs, and trees on a weekly basis throughout the growing season to maintain a neat appearance at all times. Weed control will be accomplished through cooperation between the Landscaping Maintenance Service Provider and the Grounds Chemical Applications Service Provider. It is accepted that not all beds can be treated with chemicals due to the variety of shrubs and trees, and chemical treatment schedules may be disrupted by weather conditions. Meetings will be scheduled by the Designated Department Representative at least twice per year, or more often if necessary, requiring both providers to attend to address any problems and determine the level of responsibility each provider has in the on-going proactive and reactive elimination of weeds, vines, and ivy. Service Provider will also cut and remove all vines and ivy growing on bushes and trees in beds and around or near parking lots and walkways and trim ivy to a minimum of three feet away from any paved surfaces. Ivy growing from a neighboring property must be controlled at the property line. Service Provider is responsible for bringing all beds into compliance, even if it appears that they have not been maintained previously. This element is included in comprehensive rates as stated in the Bid Document.

B. Pruning

Service Provider shall prune ornamental shrubs in accordance with proper horticultural practices and industry standards. Shrubs shall be pruned as necessary to remove dead branches, develop the natural form of the plants and create the effect desired by the County. Shrubs that require

trimming and shearing to maintain a formal appearance will be trimmed and/or sheared up to four (4) times in growing season, or as requested by the County. Flowering shrubs will be pruned after blooming. The Service Provider will provide one severe pruning of shrubs late in the dormant season if required by proper horticultural practices. Shrubs next to buildings, signs, mechanical units or other fixtures shall be trimmed and maintained to provide full access and full visibility. The Service Provider will be responsible for rejuvenation pruning of overgrown shrubs as a basic service, as well as be responsible for trimming such shrubs to prevent encroachment on walkways or parking areas, even where such trimming does not appear to have taken place regularly. Service Provider may suggest removing an entire bush where pruning will not produce favorable results and can do so in lieu of pruning only when approved by the County representative. Service Provider will be expected to make recommendations on appropriate replacement shrubs and landscape features in order to maintain a neat and pleasing appearance of landscaped areas.

The Service Provider shall edge and prune groundcovers to contain them within their borders. The Service Provider also will cut back and prune perennials at appropriate times. The Service Provider shall prune all trees of branches below 8 feet in height that are within beds or tree rings at least once per year. A formal pruning including cuts to lateral branches and buds will be made once per year on each property. During regular site visits, subsequent pruning will be done to keep branches 3 feet away from buildings and walkways and driveways. All tree pruning will be performed under the guidelines provided by the National Arborist Association for Class II, Standard Pruning. Service Provider is responsible for cutting and removing dead tree branches up to 8 feet high. Complete removal of trees, if necessary, may be suggested by the Service Provider but will be determined solely by the County and will be performed by a tree removal contractor. Service Provider shall clean up and dispose of all debris caused by any of the above-described pruning activities. Unless directed differently by the County, the Service Provider will complete these cleanup activities on the same day that the pruning is performed. This element is included in the all-inclusive Comprehensive Landscaping Services rates as stated in the Bid Document.

C. Mulching of Planted Beds

The Service Provider shall provide and install pine straw or shredded bark mulch (as applicable to the site) twice per year in all presently mulched beds for trees, shrubs, perennials, and groundcover at some or all of the designated facilities. The mulch color will be determined by the County, but will be standard black, brown, or red mulch with a 1-year color guarantee included in the bid schedule price. The Service Provider will replace or top off all mulch that does not in general maintain a close proximity to its original color for one year, at no additional cost to the County. Pine straw will be fresh enough to maintain its appearance and to not substantially decompose for a minimum of three months from application under normal conditions and be of generally good quality, without mold, insects, or other foreign material incorporated. These mulching services shall extend to beds that do not appear to have been mulched in the recent service period but would normally be considered a mulched area.

Where applicable, prior to mulch installation, all trash, tree limbs, and dead shrubs will be removed, and all bed lines and tree rings will be edged at a 90-degree angle to a depth of two inches. All lines will be smooth and continuous. The Service Provider will install fresh pine straw and/or mulch to a uniform depth of three (3) inches in all plant beds, tree rings, and borders. The specified depth

excludes old mulch and pine straw. The mulch will be pulled back from plant crowns and stems, large sticks and pinecones will be removed from the mulch, and pine straw edges will be neatly rolled and tucked. The Service Provider will blow or sweep pine straw and mulch from walkways and other hard surfaces next to mulched areas, and will remove from the sites all debris and trash resulting from its mulching operations. Service Provider will remove leaves from formally bedded areas as necessary. Leaves and debris will be bagged and removed from service sites.

Compensation for mulching services will be made after completion of the services per property. The Service Provider must schedule mulch and pine straw installation with the Designated Department Representative for each property where service is requested. Mulching will not be considered completed and compensation may not be made unless installation to specifications per property is documented by the Service Provider and signed by the Designated Department Representative. The Service Provider will invoice for mulch put in place at the end of the month in which the service was provided. County personnel may perform additional mulching and adding, changing, or removing existing mulching beds throughout the year. In case where substantial changes to mulching areas occur, the Service Provider and the County will agree on the appropriate adjustment to pricing through a change order and based on the Service Provider's pricing on other properties. This element is included in the all-inclusive Comprehensive Chemical Application rates as stated in the Bid Document.

IV. Comprehensive Grounds Chemical Application Services

Included in basic service, the Service Provider will visit and inspect all assigned properties on a monthly basis, perform visual inspection of general conditions, perform plant and soil analysis as necessary, assess the reaction of turf and shrubs to previous fertilizer and herbicide applications, inspect the entire property for signs of disease or insect damage, coordinate chemical applications with the Landscaping Maintenance Service Provider, provide the County with a report of general conditions, and recommend and schedule upcoming chemical application services. It is the Service Provider's responsibility to treat all ant beds found on the grounds during monthly inspections and must respond within 3 days of notice for eliminating fire ants as part of its basic service. Also included in basic service, as detailed in the following sections, the Service Provider will apply fertilizer and pre-emergent herbicide, and continuously apply post-emergent herbicide as necessary to lawns, and provide continuous weed management of ornamental shrubs, trees, landscaped beds, and hardscapes. Service Provider will schedule these service dates with the Designated Department Representative.

The County recognizes that every lawn has different characteristics, and that to be effective the selected Service Provider may have to customize its treatment of the various lawns. At minimum, the Service Provider will provide the number and types of applications at each facility as listed below. These applications will be considered basic services and should be included in the Service Provider's fee as stated in the Bid Document. As part of basic service, the Service Provider will provide free soil analysis to determine if lime applications are necessary to reduce the acidity of soils in turf areas. All applications must be scheduled with and be verified by the Designated Department Representative and also coordinated with the Landscaping Maintenance Service Provider. Failure of pre-emergent herbicides to prevent weeds does not relieve the Service Provider's responsibility from eliminating weeds regularly. Failure of fertilizers to strengthen and

thicken grass does not relieve Service Provider's responsibility from providing the County with the expected results and will require additional applications at no additional cost to the County.

The County predominantly uses warm season grasses. The County reserves the right to change the landscaping characteristics at each property at any time, to include addition, removal, or transformation of lawns and planting beds. If these changes result in substantial service requirement alterations to a property, the Service Provider and the County will mutually agree on an amended fee schedule based on the comparable rates for other service locations. The total area of service per property will generally remain the same, and only the type of landscape will change between warm season grass, cool season grass, and landscaped beds. The basic monthly service should not overall be affected by these changes. Any such modifications to existing scope must be communicated with the Designated Department Representative.

1. Exclusions

The Centerville Branch Library and Community Center and Senior Center facility includes a pond and trail. The area immediately around the pond is considered a rough lawn area and is excluded from these services. The Animal Welfare and Enforcement Center borders a pond. The Service Provider will maintain a sufficient boundary to prevent chemical contamination of water on these properties.

The Service Provider will not be responsible for maintaining storm water retention ponds on any property, and will temporarily be relieved of responsibility for parts of properties for the duration of major site improvement projects.

2. Warm Season Grasses:

Approximate application requirements: The County does not intend to specify a specific brand of product, and any products listed are for reference only to determine the expected level and intent of each service. Applications must be applied at the following or a reasonably similar rate with a product that provides the results that the County expects.

February:

Fertilizer: N/P/K 0-0-62 (Active Ingredient .25 Lb./1,000 Sq. Ft.) for root development

Pre-emergent: (Active Ingredient 0.50 LB/Acre) Barricade or similar product for broadleaf and grass weed control

Herbicide: (Active Ingredient 2.50 Pints/Acre) Change Up or similar product for broadleaf weeds

March - April:

Fertilizer: N/P/K 17-2-5 (Active Ingredient .75 Lb./1,000 Sq. Ft.) for green-up and winter recovery

Pre-emergent: (Active Ingredient 0.50 Lb./Acre) Barricade or similar product for broadleaf and grass weed control

Herbicide: (Active Ingredient 3 Pints/Acre) Tri-power or similar product for broadleaf weeds, and (Active Ingredient 17.40 Oz/Acre) Revolver or similar product for grassy weeds

May:

Fertilizer: N/P/K 33-0-6 (Active Ingredient 1.25 Lb./1,000 Sq. Ft.) for density and color

Herbicide: (Active Ingredient 0.50 Oz/Acre) Manor or similar product for perennial and annual broadleaf weeds and (Active Ingredient 17.40 Oz/Acre) Revolver or similar product for grassy weeds

August:

Fertilizer: N/P/K 33-0-6 (Active Ingredient 1.25 Lb./1,000 Sq. Ft.) for density and color

Herbicide: (Active Ingredient 3.7 Oz/Acre) Celsius or similar product for broad spectrum weeds and (Active Ingredient 4 Oz/A) Dismiss or similar product for selective grassy weeds and sedge

October:

Fertilizer: N/P/K 0-0-62 (.25 Lb./1,000 Sq. Ft.) for root development

Pre-emergent: (Active Ingredient 8 Oz/Acre) Specticle or similar product to prevent winter annual weeds such as poa annua, henbit, and chickweed

3. Cool Season Grasses**February:**

Fertilizer: N/P/K 17-2-5 (Active Ingredient .75 Lb./1,000 Sq. Ft.) for density and color

Pre-emergent: (Active Ingredient 0.50 LB/Acre) Barricade or similar product for broadleaf and grass weed control.

Herbicide: (Active Ingredient 2.67 Pints/Acre) Escalade or similar product for broadleaf weedsA

March - April:

Fertilizer: N/P/K 17-2-5 (Active Ingredient .75 Lb./1,000 Sq. Ft.) for density and color

Pre-emergent: (Active Ingredient 0.50 Lb./Acre) Barricade or similar product for broadleaf and grass weed control

Herbicide: (Active Ingredient 2.50 Pints/Acre) Change Up or similar product for broadleaf weeds

May:

Fertilizer: N/P/K 16-4-8 (Active Ingredient .50 Lb./1,000 Sq. Ft.) for color and heat tolerance

Herbicide: (Active Ingredient 3 Pints/Acre) TruPower or similar product for selective broadleaf weeds and (Active Ingredient 4 Oz/Acre) Dismiss or similar product for selective grassy weeds

August:

Fertilizer: N/P/K 16-4-8 (Active Ingredient .50 Lb./1,000 Sq. Ft.) for color and heat tolerance

Herbicide: (Active Ingredient 8 Pints/Acre) Quincept or similar product for broadleaf weeds like clover and crabgrass and (Active Ingredient 4 Oz/A) Dismiss or similar product for selective grassy weeds and sedge

October:

Fertilizer: N/P/K 25-0-5 (.75 Lb./1,000 Sq. Ft.) for root development

Pre-emergent: (Active Ingredient 0.50 LB/Acre) Barricade or similar product for broadleaf and grass weed control

Herbicide: (Active Ingredient 8 Pints/Acre) Quincept or similar product for broadleaf weeds like clover and crabgrass and (Active Ingredient 4 Oz/A) Dismiss or similar product for selective grassy weeds and sedge

Because the results of a turf management program can be adversely affected by weather, the Service Provider will provide service calls and diagnosis between applications at no additional charge to the County. If additional or specialized turf applications are needed because of insects and/or disease, the Service Provider will recommend treatments and provide those as described in Section I.C.

Approximate application requirements: The County does not intend to specify a specific brand of product, and any products listed are for reference only to determine the expected level and intent of each service. Applications must be applied at the following or a reasonably similar rate with a product that provides the results that the County expects.

V. Weed Management of Ornamental Shrubs, Trees, Landscaped Beds, and Hardscapes

The Service Provider will provide as part of its basic service for the management of the ornamental shrubs and trees in the various bed areas, median strips and islands. This program is an intended to support the health and growth of the plant material, keep it free of damage by insects, fungi and disease, and to control weeds, vines, and ivy.

Weed control will be accomplished through application of pre-emergent and post-emergent herbicides as needed as part of basic service. The Service Provider shall make three scheduled pre-emergent herbicide application in all bed areas as part of its basic service, in March, June, and September, and use an appropriate herbicide such as Pendulum or Snapshot.

It is accepted that not all beds can be treated with chemicals due the variety of shrubs and trees, and chemical treatment schedules may be disrupted by weather conditions. Beds with ground cover that may be damaged by pre-emergent applications shall be excluded from this scheduled application. Weed control will be accomplished through cooperation between the Landscaping Maintenance Service Provider and the Grounds Chemical Applications Service Provider.

At minimum, during regular monthly visits, the Service Provider will assess the need for post-emergent weed control in all landscaped areas, sidewalks, and driveways. Appropriate post-emergent herbicide such as Fusilade or Cheetah Pro will be applied on a weekly basis where pre-emergent has failed. Failure of pre-emergent herbicides to prevent weeds does not relieve the Service Provider's responsibility from eliminating weeds regularly. Weeds that reach 6" in length will be considered non responsive to pre-emergent application and the Service Provider will be required within one week to eliminate those weeds by other means. If a preponderance of weeds fail to react to post-emergent weed control within one week, the County may deem that service was not provided and will withhold monthly payment for basic services per property until a preponderance of weeds are controlled.

A. Insect, Fungus and Disease Control

As part of basic monthly service, the Service Provider shall monitor all shrubs and trees on each property to visually check for insects, fungus, and disease and communicate with the Landscaping Maintenance Service Provider and recommend preventive planting and maintenance practices. While not directly responsible for managing larger trees, it is expected that the Service Provider will notify the County of any observable problems with all trees on the property. Complete removal of trees, if necessary, may be suggested by the Service Provider but will be determined solely by the County and will be performed by a tree removal contractor.

VI. Fertilization of Ornamental Shrubs, Trees, and Landscaped Beds

Fertilization of landscaped beds, shrubs, and ornamental trees (up to 12 ft. high) will be completed once in the spring, March through May. The County does not specify a required method of application, and the Service Provider may make recommendations for fertilizer application rates for specific plants. The general requirement is an application of N/P/K 17-2-5 (1.5 Lb. Nitrogen/1,000 Sq. Ft.) or similar rate of granular, or else a County approved alternative (7.5 Gal./1,000 Sq. Ft.) injection for mature plants or 6 fl. oz. injection, or an 8 fl. oz. drench per 2.5 Sq. Ft. of landscaped beds. This fertilization shall be documented in service reports, must be coordinated with the Landscaping Maintenance Service Provider, and scheduled with and signed by the Designated Department Representative.

A. Optional Services

Lime Application: Where turf areas are determined to have a pH of 6.0 or less the Service Provider, at the County's directive, will apply lime. Lime applications typically will be at a rate of 25 pounds per 1000 square feet of turf. Compensation will be on a square feet basis. Applications shall be documented in service reports, must be coordinated with the Landscaping Maintenance Service Provider, and scheduled with and signed by the County Representative.

Pesticide/Fungicide Applications and Disease Control

As a part of its basic services, the Service Provider will have responsibility for thoroughly inspecting properties for disease, fungus and insect infestations on laws, shrubs, and trees. Treatment to control disease, fungi, and insects will be only upon the Service Provider's recommendation and County's approval. The County prefers such treatments be executed through integrated pest management practices, but recognizes that use of pesticides or fungicides may be necessary as a last resort. Compensation will be on a square feet basis for pesticide and fungicide applications. Disease control will be implemented based on a written proposal from the Service Provider for comprehensive control and authorized by the County on an individual case basis, and compensation will be handled on an itemized time & materials basis. All treatments shall be documented in service reports, must be coordinated with the Landscaping Maintenance Service Provider, and scheduled with and signed by the County Representative.

Other Services: The County may request that the Service Provider complete additional services, such as herbicide application on properties not covered under this contract. These services will be

compensated on a time and materials basis at a rate comparable to contracted services only upon approval of a written quote and authorization to proceed by the County.

B. Additional Services on a Time and Material Basis

The County may request the Service Provider to replace or add to the quantity of existing plant material; or to design, specify, purchase and install landscaping enhancements at various properties. These enhancements may include permanent installations and the installation and maintenance of seasonal color. Enhancements also may include labor and equipment for "bush hogging" lots, clearing and removing undergrowth, and removing ground cover and shrubs. Aeration of lawns will be as recommended by the Service Provider to reduce soil compaction common in clay soils, and will be treated as an enhancement service. Aeration and overseeing may also be requested on properties not covered by basic services. It is expected that these services will be provided during normal County working hours.

To initiate Enhancement Services, the County will solicit from the Service Provider written quotes that describe the scope of services and detail projected costs with breakdowns for plant materials, equipment usage, labor hours/rates as provided in this bid, and miscellaneous items. The Designated Department Representative will provide written authorization for the Service Provider to implement Enhancement Services work items. The Service Provider should purchase no plant material until after a written authorization is received. The County reserves the right to solicit quotes from and approve other Service Providers to complete the work. The County may purchase plant materials from other sources if it deems such is in the County's best interest. In these instances, the Service Provider will be required to install the material at the hourly rates and material mark ups as stated in Bid Document.

If the County determines to utilize the Service Provider for installation and maintenance of seasonal color, the Service Provider shall provide the following scope of services:

- Remove any previously planted materials
- Prepare existing beds by loosening soil to a depth of at least 8 inches: spread organic matter over the bed to a depth of at least 1 inch; and apply a time released high phosphate fertilizer at a rate of 3# per 100sqft.
- Install seasonal color in accordance with landscape specifications for the local area.
- Mulch bed to a minimum of 3 inches with shredded pine bark or pine straw.
- Provide horticultural management to ensure seasonal color is maintained in a healthy, vigorous condition throughout its normal flowing period.
- Monitor mulch levels and add materials to maintain a fresh manicured appearance. Remove weeds manually if needed. Remove spent blossoms on a weekly basis in warm season or twice per month in cold season to maintain plants in most attractive forms.

- Compensation for Enhancement Services typically will be on a time and material basis, utilizing the hourly labor rates within this bid and actual market costs of plant material, equipment and miscellaneous items. No mark-ups above these costs will be paid by the County. Invoicing will be under the terms and procedures described elsewhere in this Request for Bid.

VII. Service Locations

The following facilities will receive either comprehensive or partial Landscaping Maintenance Services. Determine the level of service from review of the Bid Schedule for each category of work. A property boundary map is included in the appendix for reference only, and the Service Provider is responsible for visiting each site and identifying the actual boundaries, landscape features, landmarks, barriers and difficulties related to accessing the entire property.

LANDSCAPE MAINTENANCE LOCATIONS

Gwinnett Justice & Administration Center 75 Langley Drive Lawrenceville, GA 30046 (Includes Fallen Heroes Memorial & Bicentennial Trail along Constitution Blvd.)	One Justice Square 446 West Crogan Street Lawrenceville, GA 30046
Gwinnett Central Services 455 Grayson Hwy Lawrenceville, GA 30043	Gwinnett County Courts Annex 115 Stone Mountain Street Lawrenceville, GA 30046
Gwinnett County Government Annex 750 South Perry Street Lawrenceville GA 30046	Gwinnett Entrepreneur Center 405 N. Perry St. Lawrenceville, GA 30045
DOT Maintenance and Supply Facility 620 Winder Highway Lawrenceville, GA 30045 (Roadway shoulders and area in the front of main building)	Georgia Department of Drivers Services 310 Hurricane Shoals Road Lawrenceville, GA 30046
Gwinnett Medical Examiner's Office 320 Hurricane Shoals Road Lawrenceville, GA 30046	Snellville Tag Office 2845 Lenora Church Road Snellville, GA 30078 (Excludes Fire Station #12 & Fuel Site)
Mall of Georgia Tag Office 2735 Mall of Georgia Boulevard Buford, GA 30519 (Excludes Fire Station #24)	Bill Atkinson Animal Welfare & Enforcement Center 884 Winder Hwy Lawrenceville, Ga 30045
Gwinnett County Senior Services Center 567 Swanson Drive Lawrenceville, GA 30043	Centerville Branch Library & Community Center 3025 Bethany Church Road Snellville, GA 30039
Centerville OneStop and Senior Center 3075 Bethany Church Rd Snellville, GA 30039	Buford One Stop Center 2755 Suwanee Avenue Buford, GA 30518

Hooper Renwick Themed Library 56 Neal Blvd Lawrenceville, GA 30046	Duluth Branch Library (New) 3180 Main St. Duluth, GA
Norcross One Stop Center 5030 Georgia Belle Court Norcross, GA 30093	Collins Hill Branch Library 455 Camp Perrin Road Lawrenceville, GA 30043
Buford-Sugar Hill Branch Library 2100 Buford Highway Buford, GA 30518	Duluth Branch Library (former) 3480 Duluth Park Lane Duluth, GA 30096
Dacula Branch Library 265 Dacula Road Dacula, GA 30019	Grayson Branch Library 700 Grayson Parkway Grayson, GA 30017
Five Forks Branch Library 2780 Five Forks Trickum Road Lawrenceville, GA 30044	Lawrenceville Branch Library 1001 Lawrenceville Highway Lawrenceville, GA 30046
Hamilton Mill Branch Library 3690 Braselton Highway Dacula, GA 30019	Mountain Park Branch Library 1210 Pounds Road Lilburn, GA 30047
Lilburn Branch Library and City Hall 340 Main Street Lilburn, GA 30047	Peachtree Corners Branch Library 5570 Spalding Drive Norcross, GA 30092
Norcross Branch Library 5735 Buford Hwy Norcross, GA 30071	Suwanee Branch Library 361 Main Street Suwanee, GA 30024
Records Management Warehouse 1050 Grayson Hwy. Lawrenceville, GA 30046	

VIII. Basis of Compensation

All invoices shall be submitted using the County Work Order number issued for that particular job.

Compensation to the Service Provider for Comprehensive Services in Sections II & III will be based on the monthly fees provided in the Bid Schedule for the specific services at each designated facility. If comprehensive services under Sections II & III are found to be deficient, the weekly calculated basic service fees per property will be deducted from the monthly invoices. Additionally, the remaining payment may be withheld until all properties are brought into compliance if the County determines that the deficiency has not been corrected. For all other services, the Service Provider will only be compensated for services scheduled with and verified by the designated department representative through a signed statement detailing the services completed. Invoices for monthly services for Sections II & III must have a corresponding service report. For Sections II, III and IV, payments shall be made for work in place per property at the end of each month that service is provided.

Compensation for Enhancement Services in Section IV will be based on the unit prices provided for these work items in the Bid Schedule and must be verified by the Designated Department Representative and may be withheld until all requested documentation is submitted.

Compensation to the Service Provider for additional requested services beyond the Comprehensive Programs will be based on the hourly rates in the Bid Schedule, the actual cost of equipment, parts and materials plus the percentage mark-up indicated in the Bid Schedule (not to exceed 20%). Hours will be calculated from the time the Service Provider's personnel arrive at a service location until they leave the site. Travel time to and from the service location will not be compensated on an hourly basis, so the Service Provider should include in its hourly rates an allocation adequate to cover these periods.

Compensation to the Service Provider for Enhancement Services will be based on hourly labor rates provided in the Bid Schedule and on the actual cost of sod, shrubs, trees, topsoil, mulch, and other materials used in the installation. Hours will be calculated daily from the time the Service Provider's personnel arrive at the service location until they leave the site. Travel time to and from the location and travel time away from the site will not be compensated on an hourly basis, so the Service Provider should include in its hourly rates an allocation adequate to cover these periods.

In all of its service reports and invoices, the Service Provider will clearly and thoroughly describe and itemize all labor hours, equipment, parts, and plant materials associated with its time and material work. The Service Provider agrees to provide documentation of all costs upon the request of the County.

Invoicing

For all of the services described in this bid document, the Service Provider shall submit its invoices electronically (e-mail) directly to both the Designated Department Representative and to disbursements@gwinnettcountry.com.

Invoices shall include the applicable Purchase Order Number and shall state the locations, services, and rates from the Bid Schedule. Invoices are required to be on company letterhead indicating date, company address, contact information, a unique invoice number, itemized list and cost of services, and total cost. The County is exempt from paying sales tax.

Monthly basic service invoices will list all properties and be split based on the appropriate Purchase Order. It is expected that all Libraries will be on one Purchase Order and all other buildings will be on a second Purchase Order for both General Grounds Care and for Irrigation System Maintenance. Additional Purchase Orders will be issued for mulch application and all authorized work outside of basic services.

For all of the Service Provider's services provided outside of basic services, the Service Provider shall document its services through a Contractor Work Order Report. This Work Order Report shall be provided upon completion of the applicable services, shall be signed by a Service Provider representative, and shall provide the comprehensive information provided below.

- County Purchase Order Number
- Location of Services – Facility Name/Address/Date of Service
- Description of Services Performed
- Calculation of Personnel Cost
- Equipment, Parts & Materials Utilized/Costs/Mark-up
- Itemization and Bid Number
- Costs of Plant Materials with Copies of Supporting Invoices
- Total Cost of Services

The Service Provider shall submit the Work Order Reports by e-mail within 5 calendar days of the completion of the services (exceptions will be made for larger scale Irrigation Repairs and for Enhancement Services requiring more than a day of work) to the County's Contract Representative. The County's Contract Representative will review the Work Order Report and respond by e-mail to the Service Provider within 5 calendar days to either confirm the services and costs or direct modifications.

The Service Provider shall not invoice the County until it has received this confirmation. If changes are required by the County, the final invoice should reflect these modifications. The Service Provider shall submit these invoices to the same email address as noted above. The invoices shall include the applicable Purchase Order Number and shall be formatted according to the terms and rates in the Pricing Schedule. The total monetary amount on the invoice and Work Order Report shall correspond, and the Work Order Report should be attached to the invoice.

IX. Performance Standards and Quality Assurance

A. Protection, Cleaning and Restoration of Work Sites

In providing landscaping maintenance and irrigation repair services, the Service Provider shall keep work sites clean, neat and free of debris. When services are complete, Service Provider shall clean the work site and in all areas disturbed by its activities, of materials, rubbish and waste; shall remove all tools, equipment, and surplus materials from the site, and remove any temporary protection or facilities installed during its services. During regularly scheduled maintenance, the Service Provider will remove all trash, debris, equipment, and tools at the end of each service day. Yard waste may not be placed in the County property dumpsters. Blowing must be done starting at building and blowing outward or away from structure. Building surface contaminated with debris from blowers must be cleaned with blower.

B. Safety Precautions and Requirements

Service Provider shall take precautions to prevent accidents due to physical hazards. Service Provider shall provide barricades and signage as required to protect Service Provider's personnel and public from hazards and to inform them thereof. The Service Provider is responsible for blocking off parts of the property as needed to ensure safety to visitors and vehicles. However, the facilities must remain accessible to the public during operating hours. Operating hours of each facility are subject to change at any time. Barricades and warning signs shall comply with safety regulations. Service Provider shall provide and require use of safety equipment, clothing, and

accessories as required by its work activities and safety regulations. High visibility safety vests must be worn at all times by landscaping crewmembers when working on County property.

C. Special Requirements

1. Financial Recordkeeping

The Service Provider is required to maintain a complete set of records, including all supporting cost documentation and service correspondence for all work performed under this agreement for the life of the Contract and one (1) year thereafter.

2. Subcontracting

The County requires that all services herein be performed by the directly contracted Service Provider. If for some reason during the course of the Contract it becomes necessary for the Service Provider to sub-contract any services, this sub-contracting shall be done only with approval of the County, which shall have final approval of any subcontractor and the scope of services assigned to said subcontractor.

3. Modifications in Contract Scope

The County reserves the right to add or delete facilities in the Scope of Services or to modify the range of services provided at any particular facility. When changing the range of services or adding a facility to the Scope of Services, the County will solicit from the Service Provider a cost quote, which the Service Provider shall develop with costs comparable to similar facilities under the Contract. The County may delete properties for any reason and will give the vendor 30 days' notice to discontinue service. When the County approves these new services (or deletes existing services) the Contract will be modified to incorporate these added or deleted costs in the Contract.

4. Site Visits

It is imperative that Service Providers submitting a bid visit the sites listed for Landscaping Maintenance Services. It shall be the prospective Service Provider's responsibility to determine the approximate areas of lawn, parking lots, and mulched beds; and the number of ornamental shrubs and trees and irrigation systems to be maintained under this Contract. If clarification of property boundaries or areas of maintenance responsibility are unclear, the proposing entity shall request specific clarification and the County will respond with clarifications through addendum. A property boundary map is included for reference only, and the Service Provider is responsible for visiting each site and identifying the actual boundaries, landscape features, landmarks, barriers and difficulties related to accessing the entire property.

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

BID SCHEDULE

ITEM #	DESCRIPTION	APPROX ANNUAL QTY.	Monthly Cost	Annual Cost
Part I - General Grounds Care: Inclusive of Lawn Mowing, Trimming and Edging, Removal of Trash and Debris, and Management of Ornamental Shrubs, Trees and Landscaped Beds				
Section A. – General Grounds Care				
1.	Animal Welfare & Enforcement	12 Month	\$	\$
2.	Buford One Stop Center	12 Month	\$	\$
3.	Norcross One Stop Center	12 Month	\$	\$
4.	Centerville Branch Library, Community & Senior Center	12 Month	\$	\$
5.	Buford-Sugar Hill Branch Library	12 Month	\$	\$
6.	Collins Hill Branch Library	12 Month	\$	\$
7.	Dacula Branch Library	12 Month	\$	\$
8.	Duluth Branch Library	12 Month	\$	\$
9.	Five Forks Branch Library	12 Month	\$	\$
10.	Grayson Branch Library	12 Month	\$	\$
11.	Hamilton Mill Branch Library	12 Month	\$	\$
12.	Lawrenceville Branch Library	12 Month	\$	\$
13.	Lilburn Branch Library and City Hall	12 Month	\$	\$
14.	Mountain Park Branch Library	12 Month	\$	\$
15.	Norcross Branch Library	12 Month	\$	\$
16.	Peachtree Corners Branch Library	12 Month	\$	\$
17.	Snellville Branch Library	12 Month	\$	\$
18.	Suwanee Branch Library	12 Month	\$	\$
19.	Government Courts Annex	12 Month	\$	\$
20.	DOT Maintenance Facility	12 Month	\$	\$
21.	County Annex	12 Month	\$	\$
22.	Central Services	12 Month	\$	\$
23.	Medical Examiner	12 Month	\$	\$
24.	Mall of Georgia Tag Office	12 Month	\$	\$
25.	Gwinnett Entrepreneur Center	12 Month	\$	\$
26.	Snellville Tag Office	12 Month	\$	\$
27.	Georgia Department of Driver Services	12 Month	\$	\$
28.	Duluth Branch Library (New)	12 Month	\$	\$
29.	Norcross Library	12 Month	\$	\$
30.	Records Management	12 Month	\$	\$
31.	Hooper Renwick Library	12 Month	\$	\$
32.	Courts Annex	12 Month	\$	\$
33.	Government Annex	12 Month	\$	\$
34.	Medical Examiner	12 Month	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX ANNUAL QTY.	Monthly Cost	Annual Cost
35.	Georgia DDS	12 Month	\$	\$
36.	DOT Maintenance Facility	12 Month	\$	\$
37.	Mall of GA Tag Office	12 Month	\$	\$
38.	Senior Services	12 Month	\$	\$
Section A Total:			\$	
Section B – General Building Mulching Services			Per Application	Semi-Annual (Per Application X2)
1.	Gwinnett Justice and Administration Center	2	\$	\$
2.	One Justice Square	2	\$	\$
3.	Gwinnett County Government Annex	2	\$	\$
4.	Gwinnett County Courts Annex	2	\$	\$
5.	DOT Maintenance & Supply Facility	2	\$	\$
6.	Small Business Resource Center	2	\$	\$
7.	Medical Examiner’s Office and Morgue	2	\$	\$
8.	Georgia Department of Driver Services	2	\$	\$
9.	Mall of Georgia Tag Office	2	\$	\$
10.	Snellville Tag Office	2	\$	\$
11.	Gwinnett County Senior Services Center	2	\$	\$
12.	Animal Welfare & Enforcement Center	2	\$	\$
13.	Buford One Stop Center	2	\$	\$
14.	Norcross One Stop Center	2	\$	\$
15.	Centerville Branch Library, Community Center & Senior Center	2	\$	\$
16.	GJAC (new side on Nash Street)	2	\$	\$
Section B Total:			\$	
Section C – Library Mulching Services				
1.	Buford-Sugar Hill Branch Library	2	\$	\$
2.	Collins Hill Branch Library	2	\$	\$
3.	Dacula Branch Library	2	\$	\$
4.	Duluth Branch Library	2	\$	\$

Company Name _____

BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX ANNUAL QTY.	Monthly Cost	Annual Cost
5.	Five Forks Branch Library	2	\$	\$
6.	Grayson Branch Library	2	\$	\$
7.	Hamilton Mill Branch Library	2	\$	\$
8.	Lawrenceville Branch Library	2	\$	\$
9.	Lilburn Branch Library	2	\$	\$
10.	Mountain Park Branch Library	2	\$	\$
11.	Norcross Branch Library	2	\$	\$
12.	Peachtree Corners Branch Library	2	\$	\$
13.	Snellville Branch Library	2	\$	\$
14.	Suwanee Branch Library	2	\$	\$
Section C Total:			\$	
Section D – Enhancement Services				
1.	Rate for Time and Material	150 Hrs.	\$	\$
Section D Total:			\$	
PART I - SECTIONS A, B, C, & D BID TOTAL:			\$	

Company Name _____

BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX ANNUAL QTY.	Monthly Cost	Annual Cost
Part II. Comprehensive Grounds Chemical Application Services				
Section A – Basic Services				
1.	Gwinnett Justice & Administration Center	12 Month	\$	\$
2.	One Justice Square	12 Month	\$	\$
3.	Gwinnett County Government Annex	12 Month	\$	\$
4.	Gwinnett County Courts Annex	12 Month	\$	\$
ITEM #	DESCRIPTION	APPROX ANNUAL QTY.	Monthly Cost	Annual Cost
5.	DOT Maintenance & Supply Facility	12 Month	\$	\$
6.	Small Business Resource Center	12 Month	\$	\$
7.	Medical Examiner's Office & Morgue	12 Month	\$	\$
8.	Georgia Department of Driver Services	12 Month	\$	\$
9.	Mall of Georgia Tag Office	12 Month	\$	\$
10.	Snellville Tag Office	12 Month	\$	\$
11.	Gwinnett County Senior Services Center	12 Month	\$	\$
12.	Animal Welfare & Enforcement Center	12 Month	\$	\$
14.	Buford One Stop Center	12 Month	\$	\$
15.	Norcross One Stop Center	12 Month	\$	\$
16.	Centerville Branch Library, Community Center & Senior Center	12 Month	\$	\$
17.	Buford-Sugar Hill Branch Library	12 Month	\$	\$
18.	Collins Hill Branch Library	12 Month	\$	\$
19.	Dacula Branch Library	12 Month	\$	\$
20.	Duluth Branch Library	12 Month	\$	\$
21.	Five Forks Branch Library	12 Month	\$	\$
22.	Grayson Branch Library	12 Month	\$	\$
23.	Hamilton Mill Branch Library	12 Month	\$	\$
24.	Lawrenceville Branch Library	12 Month	\$	\$
25.	Lilburn Branch Library	12 Month	\$	\$
26.	Mountain Park Branch Library	12 Month	\$	\$

Company Name _____

Bid Schedule Continued

ITEM #	DESCRIPTION	APPROX ANNUAL QTY.	Monthly Cost	Annual Cost
27.	Norcross Branch Library	12 Month	\$	\$
28.	Peachtree Corners Branch Library	12 Month	\$	\$
29.	Snellville Branch Library	12 Month	\$	\$
30.	Suwanee Branch Library	12 Month	\$	\$
31.	Central Services	12 Month	\$	\$
32.	GJAC - Nash Street Lot	12 Month	\$	\$
33.	New Duluth Branch Library	12 Month	\$	\$
Section A Total:			\$	
Section B – Fertilization of Ornamental Shrubs, Trees, and Landscaped Beds				
1.	Gwinnett Justice & Administration Center	4	\$	\$
2.	One Justice Square	4	\$	\$
3.	Gwinnett County Government Annex	4	\$	\$
4.	Gwinnett County Courts Annex	4	\$	\$
5.	DOT Maintenance & Supply Facility	4	\$	\$
6.	Small Business Resource Center	4	\$	\$
7.	Medical Examiner's Office & Morgue	4	\$	\$
8.	Georgia Department of Driver Services	4	\$	\$
9.	Mall of Georgia Tag Office	4	\$	\$
10.	Snellville Tag Office	4	\$	\$
11.	Gwinnett County Senior Services Center	4	\$	\$
12.	Animal Welfare & Enforcement Center	4	\$	\$
13.	Bicentennial Plaza	4	\$	\$
14.	Central Services	4	\$	\$
15.	New Duluth Library Branch	4	\$	\$
16.	Buford One Stop Center	4	\$	\$
17.	Norcross One Stop Center	4	\$	\$
18.	Centerville Branch Library, Community Center & Senior Center	4	\$	\$

Company Name _____

Bid Schedule Continued

ITEM #	DESCRIPTION	APPROX ANNUAL QTY.	Monthly Cost	Annual Cost
18.	Buford-Sugar Hill Branch Library	4	\$	\$
19.	Collins Hill Branch Library	4	\$	\$
20.	Dacula Branch Library	4	\$	\$
21.	Duluth Branch Library	4	\$	\$
22.	Five Forks Branch Library	4	\$	\$
23.	Grayson Branch Library	4	\$	\$
24.	Hamilton Mill Branch Library	4	\$	\$
25.	Lawrenceville Branch Library	4	\$	\$
26.	Lilburn Branch Library	4	\$	\$
27.	Mountain Park Branch Library	4	\$	\$
28.	Norcross Branch Library	4	\$	\$
29.	Peachtree Corners Branch Library	4	\$	\$
30.	Snellville Branch Library	4	\$	\$
31.	Suwanee Branch Library	4	\$	\$
Section B Total:			\$	
Section C – Optional Services				
1	Lime Application	10,000 sq. ft.	\$	\$
2	Pesticide Application	10,000 sq. ft.	\$	\$
3	Fungicide Application	10,000 sq. ft.	\$	\$
Section C Total:			\$	
PART II - SECTIONS A, B, & C BID TOTAL:			\$	
OVERALL BID TOTAL:				
Part I Total :			\$	
Part II Total :			\$	
Grand Total (Part I and Part II):			\$	

Company Name _____

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BID SCHEDULE CONTINUED

Part II Section A – Product Usage	
List the proposed products for use under Part II	
Fertilizers:	
Pre-Emergent Herbicides:	
Post Emergent Herbicides:	
Part II Section B– Product Usage	
List the proposed products for use under Part II	
Fertilizers:	

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin April 7, 2025 or upon Board of Commissioners approval.

<p>Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.</p>			
Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

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
_____	_____	_____	_____
_____	_____	_____	_____

In compliance with the attached specifications, 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 to Vendors.

Company Name _____

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

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail Address _____

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

Telephone Number _____ Fax Number _____ E-mail Address _____

FAILURE TO RETURN THIS PAGE AS PART OF 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 _____



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



BL018-25 Provision of Landscaping Maintenance and Chemical Grounds Services at Various Gwinnett County Facilities on an Annual Contract **Page 27**

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

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

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

E-Verify * User Identification Number _____
Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent _____
(Contractor Signature) Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____



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

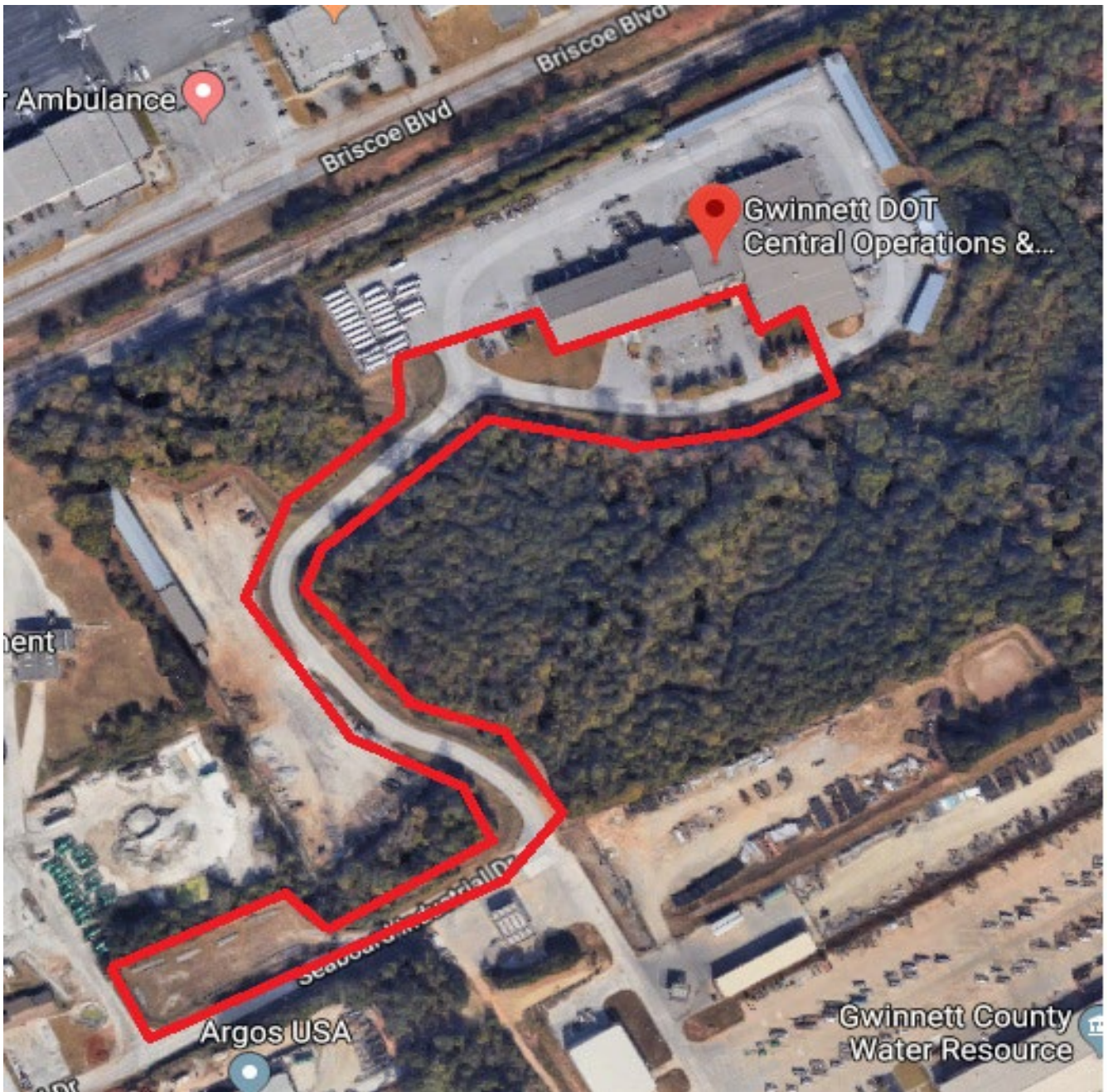
resident or non- resident.

- 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.

DOT Maintenance Facility:



Small Business Resource Center:



Medical Examiner, Morgue, and Driver Services:



Mall of Georgia Tag Office:



Snellville Tag Office:



Gwinnett Senior Services:



Animal Welfare and Enforcement:



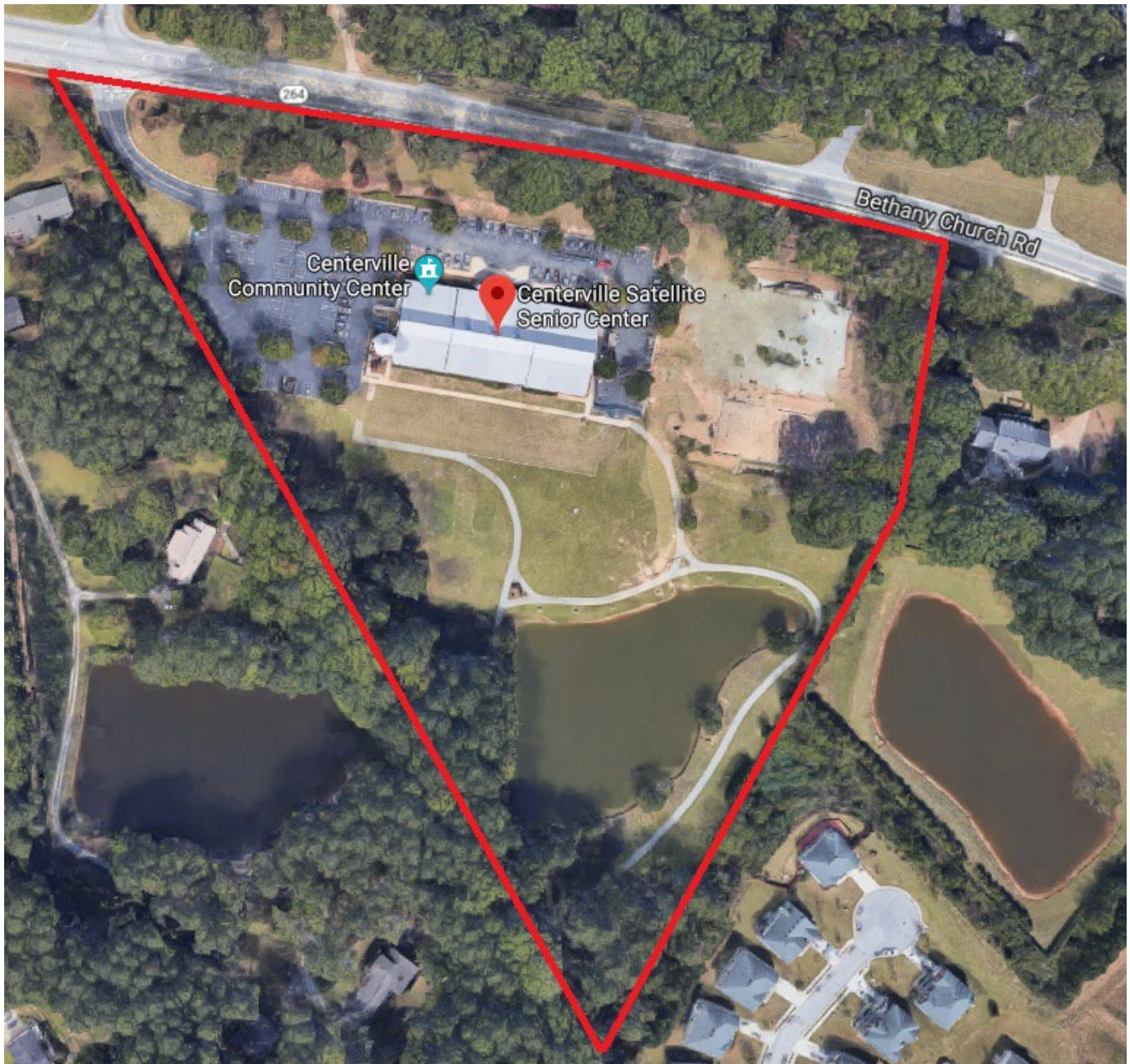
Buford One Stop Center:



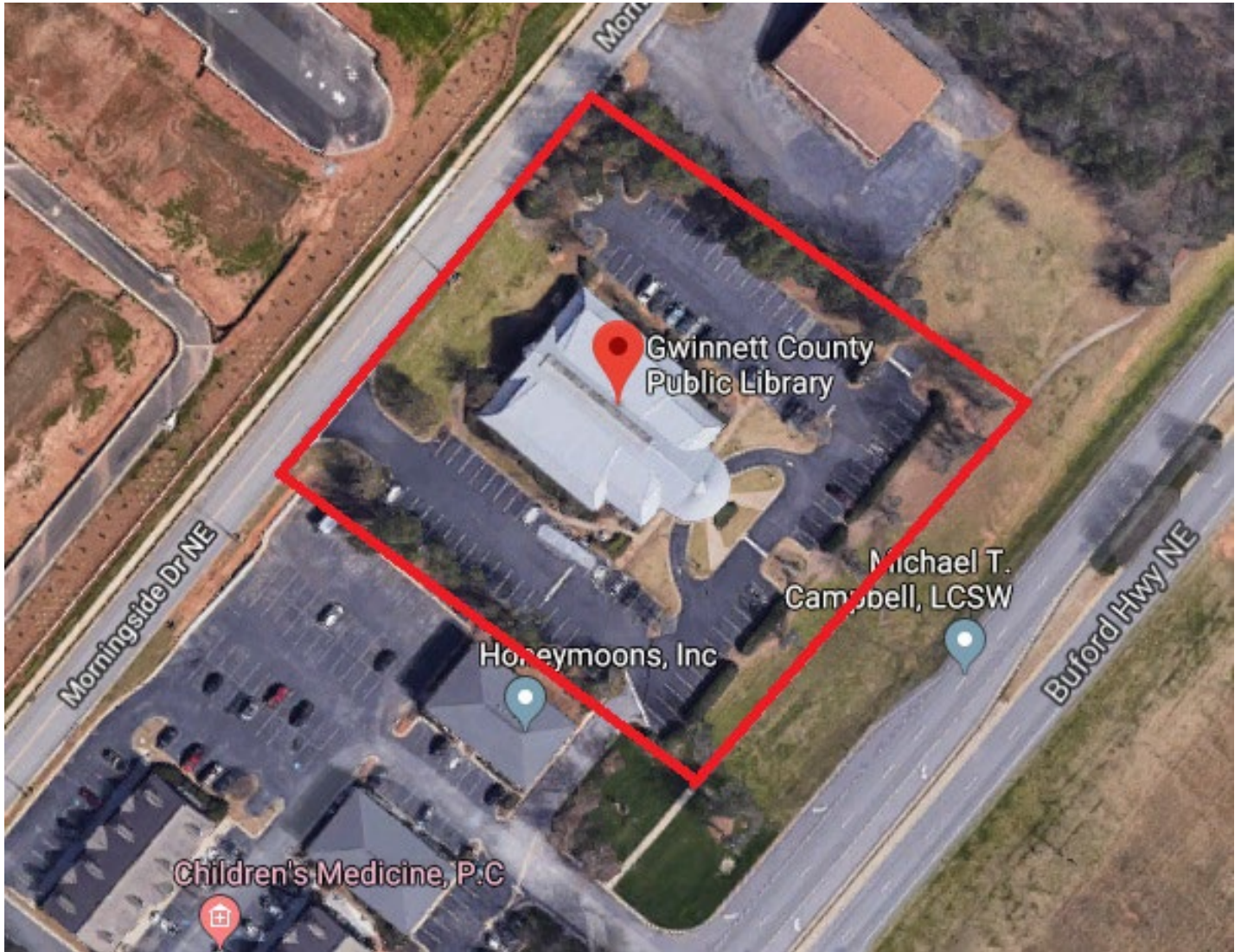
Norcross One Stop Center:



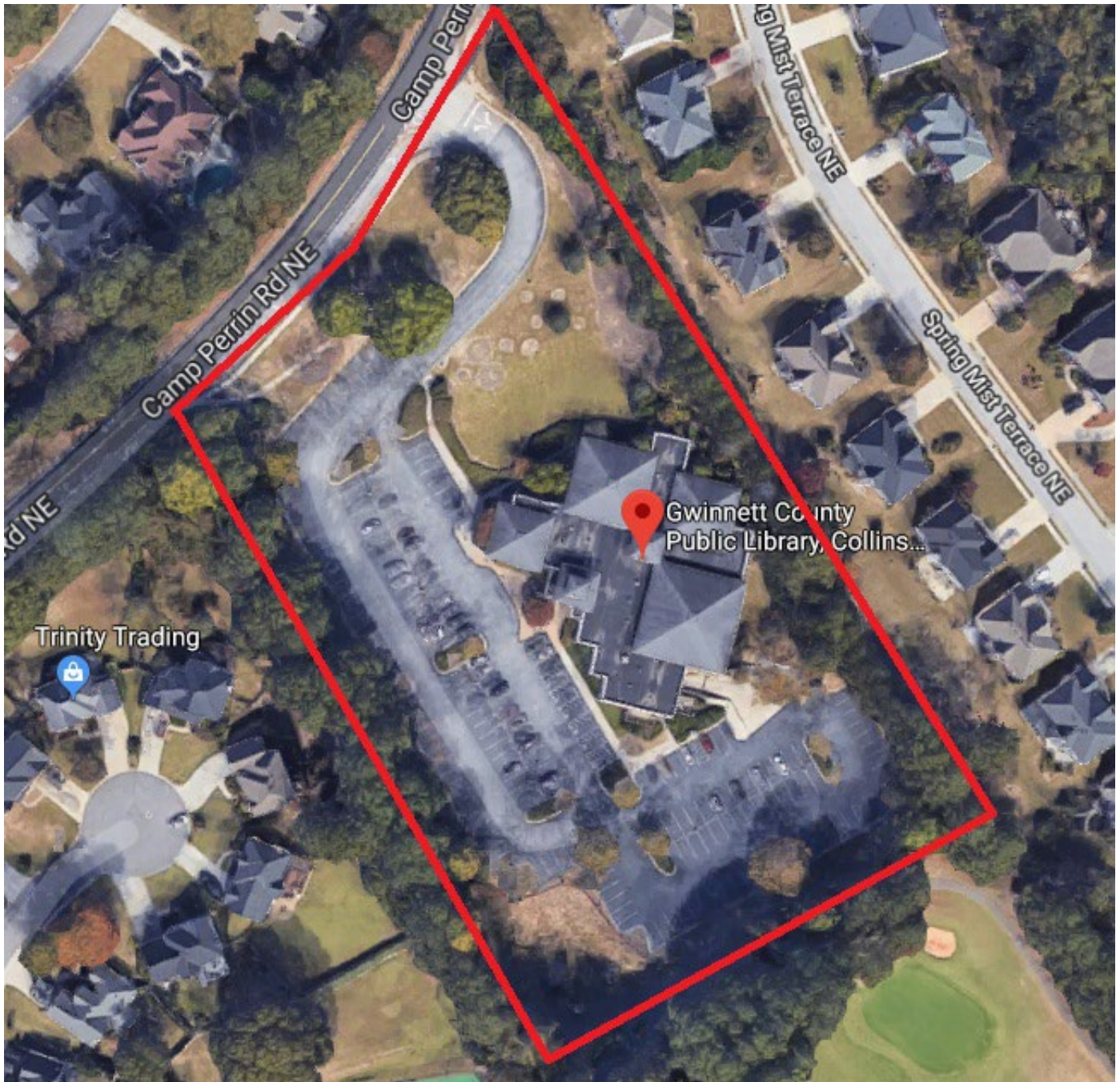
Centerville Library, Community Center, and Senior Center:



Buford Library:



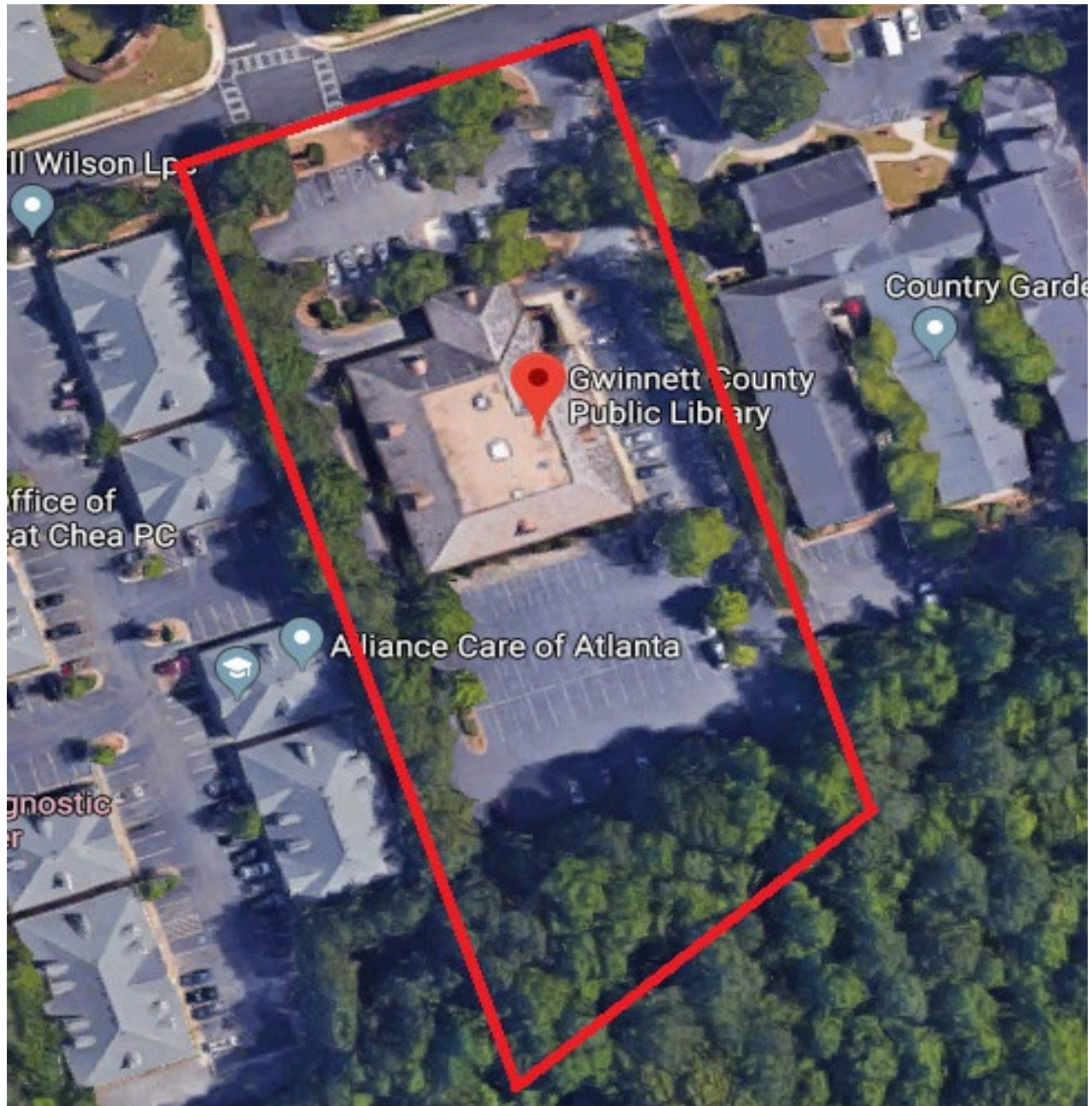
Collins Hill Library:



Dacula Library:



Duluth Library:



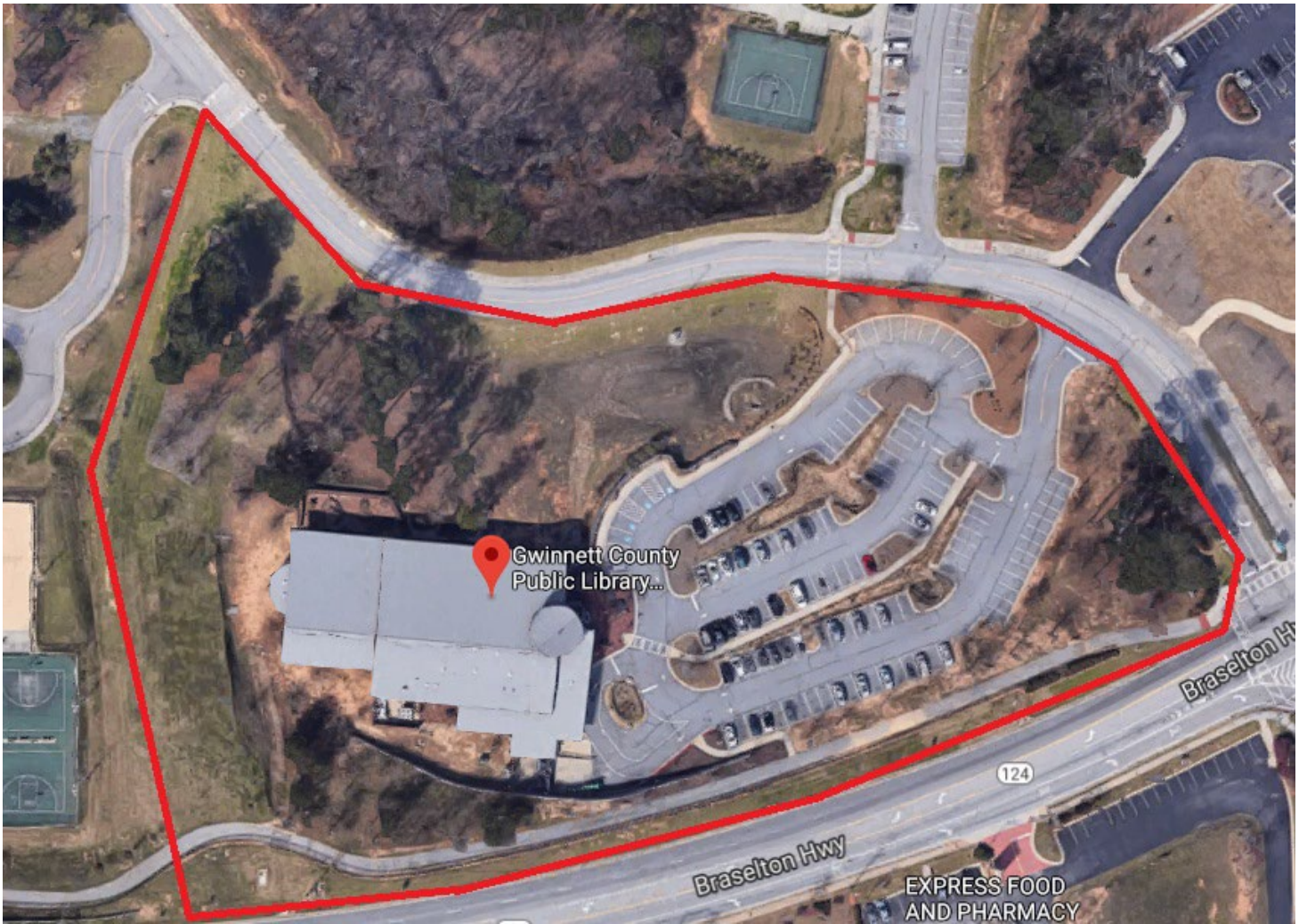
Five Forks Library:



Grayson Library:



Hamilton Mill Library:



Lawrenceville Library:



Lilburn Library and City Hall:



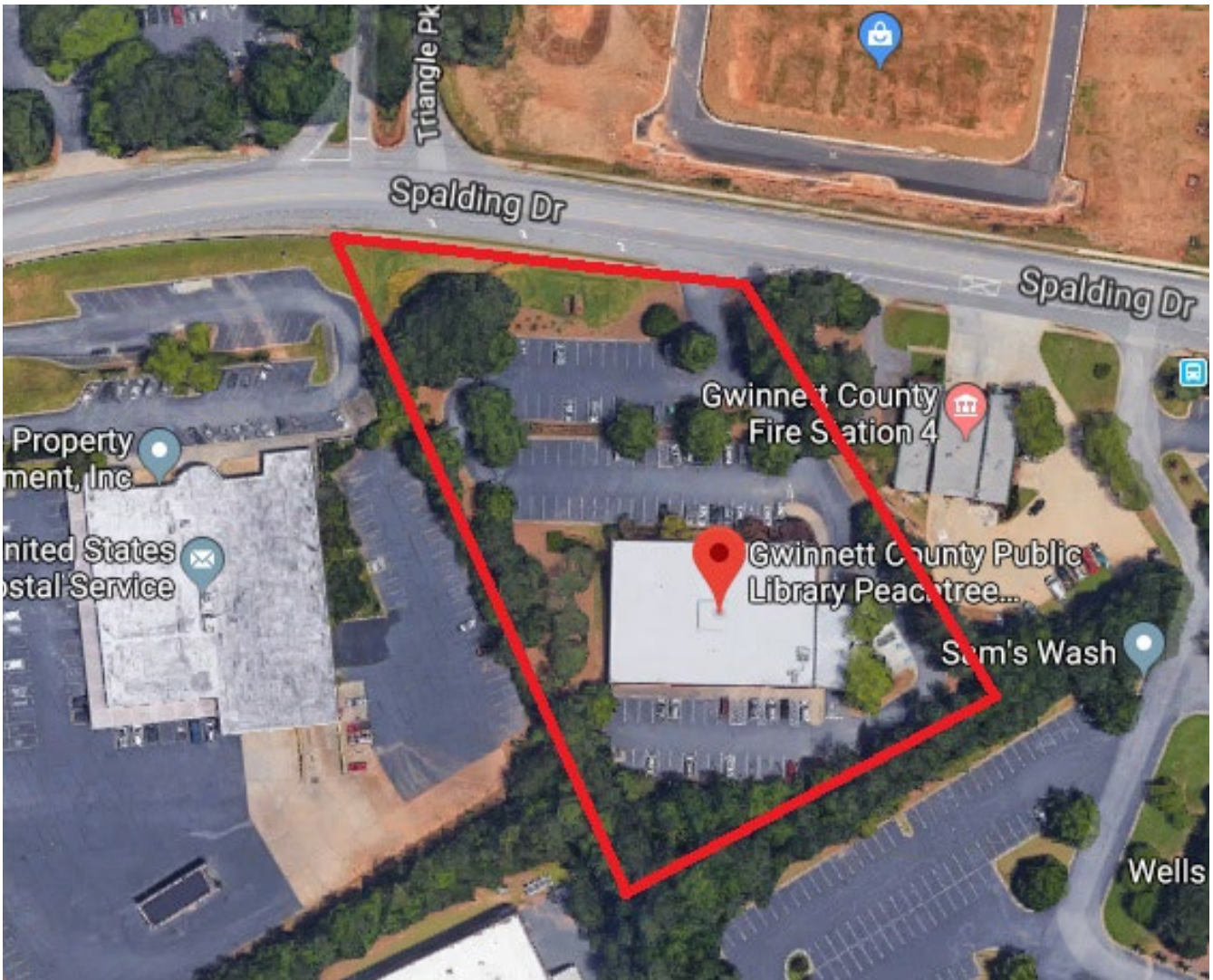
Mountain Park Library:



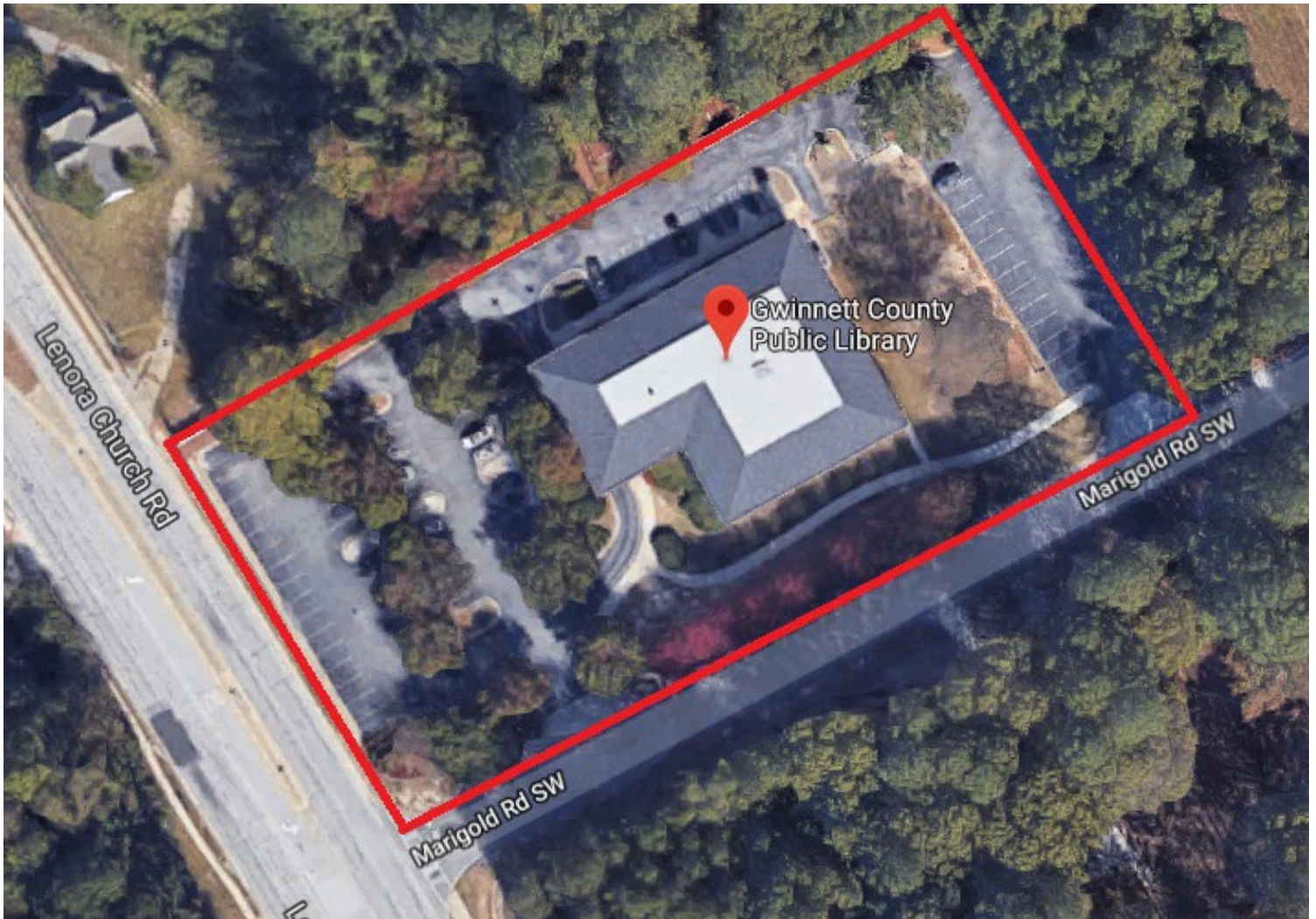
Norcross Library:



Peachtree Corners Library:



Snellville (Elizabeth Williams) Library:



Suwanee Library:



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

BL018-25

Buyer Initials: AM

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.gwinnettcounty.com.

XXXIV. ELECTRONIC PAYMENT

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.