REQUEST FOR PROPOSAL
RP025-17

Gwinnett County is soliciting competitive sealed proposals from qualified firms for Expected Useful Life (EUL) Determination and Renewal Planning for Water Distribution Piping for the Gwinnett County Department of Water Resources.

Proposal submittal date and location:
Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on September 8, 2017 at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Instructions on Submitting Questions
Questions regarding proposals should be directed to Shelley McWhorter at shelley.mcwhorter@gwinnettcounty.com or by calling 770-822-8734, no later than 3:00 p.m. on August 25, 2017. Proposals are legal and binding upon the bidder when submitted. One unbound original and 8 copies should be submitted.

Successful firm 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 Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

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

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

Shelley McWhorter, CPPB
Purchasing Associate III
I. INVITATION TO SUBMIT PROPOSALS

A. Gwinnett County Department of Water Resources (GCDWR) is in the process of updating the Tactical Asset Management Plan for its water distribution system. As part of this process, the County wishes to refine current estimates for expected useful life (EUL) for its pipe infrastructure, which is made up of approximately 3,760 miles of pipe ranging up to 78” in diameter. The basis of the EUL will be established from current break rates (breaks/year per 100 miles of pipe) in the system, and pipe replacement rates will be developed from target break rates and consequence of failure scores for each pipe segment. An overall system-wide break rate target will be used, as well as break rate targets for three different consequence of failure scores. GCDWR is seeking professional services in evaluating EUL for its water distribution pipe. Along with professional services in developing EULs, GCDWR is also seeking the provision of an electronic tool for ongoing use by GCDWR for predicting EULs, as well as training by the consultant for performing these predictive analytics. GCDWR’s intention is to continuously update the break dataset, and periodically review planned replacement for meeting target levels of service (i.e., break rates).

1. As part of this project, the consultant will:
   a. Review GCDWR’s break data collected since 2005 (currently 2,368 breaks). All breaks are associated with either the existing or abandoned pipe data set;
   b. Through communication with GCDWR, clean the data to correct anomalies (e.g., pipe break dates before install dates, PVC installed in 1940, etc.) and produce a clean dataset with which to perform predictive analytics;
   c. Develop pipe group cohorts with the same break characteristics and determine the significance of various parameters (material, diameter, joint type, install date, contractor, soil, road type, cathodic and other protection (e.g., wrap), pipe roughness value, or other factors) in predicting break rates;
   d. Predict break rates for each cohort using a subset of break data. Validate the prediction model with the remaining data;
   e. Develop long-term replacement schedules for system infrastructure including annual replacement costs and replacement lengths;
   f. Develop up to three different scenarios for optimizing replacement schedules, given budget constraints and risk profiles;
   g. Provide complementary prioritized mapping of replacement schedules; and
   h. Provide statistical modeling tool and training with which to perform future data clean up and predictive analyses.

2. To assist in the implementation of this project, GCDWR will provide:
   a. Existing and decommissioned pipe data in shp file format;
   b. Pipe break data in tabular format, associated with pipe data;
   c. Any other spatial data to be analyzed as a predictor for EUL;
   d. Unit costs for all replacement pipe;
   e. Consequence of Failure (CoF) Scores for each pipe, divided into low, medium and high CoF; and
   f. Target break rates for each CoF of pipe.

The selected consultant will perform all analyses and submit draft results within 3 months of notice to proceed (NTP). Spatial data for existing and decommissioned pipe, as well as
tabular break data, will be provided with this RP, for purposes of developing an approach and fee. Data may be accessed through the County’s ftp site.

→ The address is ftp://74.174.32.37/ or ftp://gwinnetftp.gwinnetcounty.com

→ The username and password are:
   Username: gwinnett
   Password: pub7368

→ Folder/Filename: /DWR/AMIS/Distribution EUL/

All other required data (soils, streets, etc.) for analysis will be provided to the selected consultant in spatial or tabular digital format in the first 2 weeks after NTP.

B. GCDWR will not pay any Vendor for work done in preparation of this proposal.

C. One (1) unbound original (designated as original), five (5) bound copies, and one (1) electronic version on CD of the proposal should be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing firm. The original proposal must be signed in ink by a company official who has authorization to commit company resources.

Proposal shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, GA 30046 and shall be identified with the proposal number and company name on the outside.

D. Sole responsibility rests with the firm to ensure their proposal is received on time at the above stated location.

E. Proposals submitted by alternate means other than those specified in this solicitation will be rejected and disposed of accordingly. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the Consultant that the proposal has been rejected.

Proposers are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the County deeming the Proposer’s submittal as non-responsive. Vendors are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service or other means. Late proposals will not be accepted and will be returned to the Proposer.

F. All questions concerning this RFP should be directed IN WRITING to Shelley McWhorter, above e-mail address. Where appropriate, GCDWR responses to formal questions will be in writing and will be distributed to all vendors on our record as having received a copy of this RFP.
Please note that it is the vendor’s responsibility to confirm with the Purchasing Associate that the Proposer is on record as having received a copy of this RFP. In each case of formal questions, GCDWR will determine whether a response is appropriate or necessary.

G. Between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This process is to ensure that all prospective respondents have the same level of knowledge relative to the RFP, as well as, ensuring any additional data is made available to all proposers.

H. Submitted proposals and all documentation regarding the proposals will not be made available to the public until such time that an official action has been taken by the Gwinnett County Board of Commissioners to award or reject this solicitation. All proposals and supporting materials, as well as correspondence relating to this RFP, become property of Gwinnett County when received and will be subject to the Georgia Open Records Act.

I. All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the vendors and services throughout and incorporated herein by reference. The Agreement with the selected firm, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

II. INVITATION TO SUBMIT PROPOSALS

Consultant Qualifications

No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to Gwinnett County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to Gwinnett County or that is deemed irresponsible or unreliable by Gwinnett County. If requested, vendor shall be required to submit satisfactory evidence that they have a practical knowledge of the particular services proposed upon and that they have the necessary financial resources to provide the proposed services called for as described in Section III of this RFP.

III. REQUIRED QUALIFICATIONS

The vendor must meet all the following requirements and subcontractors may not be used to meet any of the requirements.

A. Vendor must have extensive firm experience and be an industry leader in performing advanced predictive analytics for the purposes of predicting expected useful life for water distribution pipe and prioritizing pipe renewal projects.

B. Vendor must have performed similar work, including predictive analytics services, provision of electronic tools and training, for at least five utilities serving a population of at least 200,000.
C. Vendor must have a working knowledge of current statistical models used in pipe break and pipe decay models, such as the Linear Extended Yule Process (LEYP).
D. Vendor shall provide all editable electronic tools to GCDWR used to clean datasets, perform data analytics, predict EUL, and develop risk-based prioritization for the water distribution system, included in the proposed fee. No maintenance or licensing fees shall be imposed by the vendor.

IV. PREPARATION OF PROPOSALS

Each Vendor shall read all sections of this RFP including the instructions, and all attachments hereto. Failure to do so will be at the Consultant’s risk. The Vendor must sign the proposal with their usual signature by an authorized representative and shall give their full business address.

Proposals should be letter size, single-sided written pages using a font size no smaller than 12 point. Figures, charts and exhibits shall be included under the appropriate tabs as described below.

The following information should be submitted in the proposal in the format as specified herein.

Cover Letter
A proposal cover letter should be provided presenting an Executive Summary of the Vendor’s proposal. Please limit the cover letter to two (2) pages.

Tab A – Vendor Identification
The following information shall be provided from the Vendor:

1. Corporate ownership and history;
2. Principal business office location and office providing service support location; and
3. Any other firm profile information indicating leadership in the industry in renewal planning predictive analytics.

Tab B – Vendor Experience
Provide a summary of Vendor’s history and experience in performing predictive analytics for EUL determination and long term renewal planning. At a minimum, the description should identify the following.

1. Number of years performing predictive analytics for EUL determination.
2. Provide the names of the individuals proposed to work on this project along with a resume of their experience. Resumes are to be included in this Section, should be limited to no more than 4 pages per individual, and should be project relevant.

Cost Proposal
(To be submitted in a separate sealed envelope)
Provide the proposed cost for the proposed project using the attached Fee Schedule.
V. **PROPOSAL EVALUATION CRITERIA**

The proposals will be reviewed by a selection team composed of County personnel. During the first phase of the evaluation, the Selection Team will have access to all proposal materials except the separately sealed envelope with hourly rates. Table 1 is a list of the criteria that will be used in the evaluation of the proposals and their relative weights shown as point values (Maximum total = 100 not including the optional presentation). The selection team will use these criteria to select the Firm.

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<th>Tabs</th>
<th>Points</th>
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<td>1. Vendor’s identification and qualifications</td>
<td>A</td>
<td>30</td>
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<td>2. Vendors relevant experience</td>
<td>B</td>
<td>50</td>
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<td><strong>Sub-Total</strong></td>
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<td><strong>80</strong></td>
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<tr>
<td><strong>Phase II</strong></td>
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<tr>
<td>3. Cost</td>
<td>Separate Envelope</td>
<td>20</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>100</strong></td>
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**Optional Interview/Presentation**

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**Basis of Short-Listing / Selection**

GCDWR will select the highest scoring firms that best demonstrate that they would add the most value toward achieving the key objectives for implementing and providing professional services for the Control Systems Integration services annual contract. Gwinnett County’s selection teams will review proposals using a three-part process as follows:

**Part I** – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described in Tabs A-H and will be scored based on the point values as shown on Table 1 for items 1 through 5.

**Part II** – Firms may be short-listed for further consideration. The Proposal Fee Schedules of the short-listed firms from Part I will be opened, evaluated, and scored.

**Part III** – At GCDWR’s discretion or as deemed in GCDWR’s best interest, firms may be short-listed a second time for an interview. At this time, GCDWR may request further information, explanations, clarifications, presentations, interviews and/or meetings with some or all of the remaining firms.

If interviews are necessary for selection, evaluation will be performed using a 0-20 point scoring system.
QUALIFICATION FORM

General Background

A. Current name and address of Vendor
   Vendor Name: ____________________________________________
   Complete Mailing Address: ________________________________
   Complete Business Address: ________________________________
   Contact Person: __________________________________________
   Telephone & Fax: __________________________________________
   E-mail Address: __________________________________________

B. References
   Provide a minimum of three (3) references for existing or former clients for whom relevant services were provided. All references shall be for services provided within the past six (6) years.

   Reference #1
   Name: ____________________________________________
   Contact Name: _______________________________________
   Contact Phone: _______________________________________
   Contact E-mail: _______________________________________
   Description of Services Provided: ___________________________
   Date of Services: ____________________________

   Reference #2
   Name: ____________________________________________
   Contact Name: _______________________________________
   Contact Phone: _______________________________________
   Contact E-mail: _______________________________________
   Description of Services Provided: ___________________________
   Date of Services: ____________________________

   Reference #3
   Name: ____________________________________________
   Contact Name: _______________________________________
   Contact Phone: _______________________________________
   Contact E-mail: _______________________________________
   Description of Services Provided: ___________________________
   Date of Services: ____________________________
FEE SCHEDULE

(THIS PAGE MUST BE RETURNED IN A SEPARATE SEALED Envelope)

Proposer submits the following lump sum/unit prices for the “Expected Useful Life (EUL) Determination and Renewal Planning for Water Distribution Piping” identified in the fee Schedule as part of this Proposal:

<table>
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<tr>
<th>Item #</th>
<th>Tasks</th>
<th>Est. Qty.</th>
<th>Hourly Rate</th>
<th>Total</th>
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<tr>
<td>1.</td>
<td>Project kickoff, data collection, review and cleanup</td>
<td>44 hr</td>
<td></td>
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<td>2.</td>
<td>Perform descriptive statistics, define cohorts</td>
<td>28 hr</td>
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<td>3.</td>
<td>Develop aging curves and perform failure forecasting for each pipe cohort.</td>
<td>64 hr</td>
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<td>4.</td>
<td>Create up to 3 replacement schedule scenarios based on: budget constraints, target service levels, and expenditure-leveling.</td>
<td>48 hr</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>Provide a report of approach and results. Include electronic tool for predicting EULs as part of the deliverable.</td>
<td>28 hr</td>
<td></td>
<td></td>
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<tr>
<td>6.</td>
<td>Present EUL results to GCDWR management and staff. Provide on-site training on electronic tool use (including written training manual) to up to 6 GCDWR individuals. Allow for an additional 16 hours of follow-up remote assistance.</td>
<td>40 hr</td>
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<tr>
<td>TOTAL</td>
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Note: Owner reserves the right to adjust individual line item quantities at their discretion, so long as the Total Base Amount is not exceeded.
FIRM INFORMATION PAGE

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:

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The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name

Federal Tax ID:

Complete Address:

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

Representative Signature:

Print Authorized Representative’s Name:

Telephone Number:      Fax Number:

E-Mail Address:
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 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)

_________________________________________
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 _______________________, 201_

____________________________________________
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: _______________________

75 Langley Drive • Lawrenceville, GA  30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

Solicitation Name & No.  RP025-17 GCDWR Expected Useful Life (EUL) Determination and Renewal Planning for Water Distribution Piping
Solicitation No. & Name: RP025-17 GCDWR Expected Useful Life (EUL) Determination and Renewal Planning for Water Distribution Piping

CODE OF ETHICS AFFIDAVIT

(This form should be fully completed and returned with your submittal and will be required prior to evaluation)

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her 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 check one box below)
   - ☐ 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. Sworn to and subscribed before me this ______ day of ____________, 20____

   BY:__________________________________________
   Authorized Officer or Agent Signature

   Printed Name of Authorized Officer or Agent____________________________________
   Notary Public

   Title of Authorized Officer or Agent of Contractor _____________________________
   (seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com
## GENERAL CONDITIONS TO CONSULTANT AGREEMENT

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1. **DEFINITIONS**
Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

1.1 **COUNTY**-means Gwinnett COUNTY, Georgia, a political subdivision of the State of Georgia.

1.2 **Supplemental Agreement**-means a written order to CONSULTANT signed by COUNTY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

1.3 **Contract**-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.

1.4 **Agreement Execution**-means the date on which CONSULTANT executes and enters into a Agreement with COUNTY to perform the Work.

1.5 **Agreement Price**-means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

1.6 **Contract Time**-means the period of time stated in this Agreement for the completion of the Work.

1.7 **CONSULTANT**-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

1.8 **DEPARTMENT**-means the Director or designee of requesting department(s) named in this solicitation.

1.9 **Drawings**-means collectively, all the drawings, receipt of which is acknowledged by COUNTY, listed in this Agreement, and also such supplementary drawings as the CONSULTANT may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

1.10 **Specifications**-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

1.11 **Subconsultant**-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subconsultants at any tier to provide a part of the Work called for by this Agreement.

1.12 **Work**-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

1.13 **Liaison**-Representative of the COUNTY who shall act as Liaison between the COUNTY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT’s plans and work.

2. **CONTRACT DOCUMENTS**

2.1 **List of Documents**
The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.
2.2 Conflict and Precedence

2.0.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3. CHANGES AND EXTRA WORK
The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the COUNTY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

4. PERSONNEL AND EQUIPMENT
The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK
The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation.

Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. FINDINGS CONFIDENTIAL
The CONSULTANT agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the COUNTY and be delivered to DEPARTMENT.
Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the CONSULTANT without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the COUNTY or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. TERMINATION OF AGREEMENT FOR CAUSE
If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the COUNTY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8. TERMINATION FOR CONVENIENCE OF THE COUNTY
The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the CONSULTANT. If the Agreement is terminated by the COUNTY as provided in this Article 8, the CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the Director or his designee for processing and payment. The Gwinnett County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the Director and the CONSULTANT.

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS
If the COUNTY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other consultants and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by COUNTY employees.

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

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

11. COVENANT AGAINST CONTINGENT FEES
The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12. INSURANCE
The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both COUNTY and CONSULTANT against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT during the term of this Agreement. The liability under such insurance policy shall be not less than in the attached.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that shown in the attached

Additionally, CONSULTANT shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that shown in the attached.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty (30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13. PROHIBITED INTERESTS
13.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBCONTRACTING**
The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the Department’s prior written approval of the subconsultant. The Department will not approve any subconsultant for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of $10,000 or more shall include the provisions set forth in this Agreement.

15. **ASSIGNABILITY**
The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16. **EQUAL EMPLOYMENT OPPORTUNITY**
During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17. **ANTI-KICKBACK CLAUSE**
Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18. **AUDITS AND INSPECTORS**
At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subconsultant, assignee, or transferee.

19. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE**
All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT'S knowledge and consent.
20. **VERBAL AGREEMENT OR CONVERSATION**  
No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21. **INDEPENDENT CONSULTANT**  
The CONSULTANT shall perform the services under this Agreement as an independent consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22. **NOTICES**  
All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.
CONSULTANT CONTRACT
EXPECTED USEFUL LIFE (EUL) DETERMINATION AND
RENEWAL PLANNING FOR WATER DISTRIBUTION PIPING

This CONTRACT made and entered into this __________ day of ______________, 20____ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the COUNTY), ________________ and ________________ (Party of the Second Part, hereinafter called the Consultant)

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

1. TERM:
This contract shall commence upon execution of contract.

2. ATTACHMENTS:
Copies of the Consultant’s proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Proposal process (hereinafter collectively referred to as the "Bid Proposal") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County’s contract documents and the Bid Proposal, the County’s contract documents shall control.

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

4. PRICE:
As full compensation for the performance of this Contract, the County shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed $__________. The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The County agrees to pay the Consultant following receipt by the County of a detailed invoice, reflecting the actual work performed by the Consultant.

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

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

6. TERMINATION FOR CAUSE:
The COUNTY may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the COUNTY's rights or remedies provided by law.

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

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

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

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

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

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

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

(Signature Next Page)
GWINNETT COUNTY, GEORGIA

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

GWINNETT COUNTY, GEORGIA

By: ________________________________
    Charlotte J. Nash, Chairman
    Gwinnett County Board of Commissioners

ATTEST:

______________________________
Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

______________________________
Signature
Gwinnett County Staff Attorney

CONSULTANT: ________________________________

BY: ________________________________
    Signature

______________________________
Print Name
Title

ATTEST:

______________________________
Signature

______________________________
Print Name
Corporate Secretary
(Seal)
PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
   (a) Employers Liability:
      ✓ Bodily Injury by Accident - $100,000 each accident
      ✓ Bodily Injury by Disease - $500,000 policy limit
      ✓ Bodily Injury by Disease - $100,000 each employee

2. Commercial General Liability Insurance
   (a) $1,000,000 limit of liability per occurrence for bodily injury and property damage
   (b) The following additional coverage must apply:
      ✓ 1986 (or later) ISO Commercial General Liability Form
      ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
      ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
      ✓ Blanket Contractual Liability
      ✓ Broad Form Property Damage
      ✓ Severability of Interest
      ✓ Underground, explosion, and collapse coverage
      ✓ Personal Injury (deleting both contractual and employee exclusions)
      ✓ Incidental Medical Malpractice
      ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
   (a) $500,000 limit of liability per occurrence for bodily injury and property damage
   (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
   (c) Additional Insured Endorsement
   (d) Contractual Liability

4. Professional Liability Insurance - $1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of $1,000,000 per occurrence and $2,000,000 aggregate.
   ✓ Insurance company must be authorized to do business in the State of Georgia.
   ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability and Auto Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
   Gwinnett County Board of Commissioners
   75 Langley Drive
   Lawrenceville, GA  30046-6935

8. Insurance Company, except Worker’s Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers’ Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor’s broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
   *See above note regarding Professional Liability

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from
the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.

12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by
the County.

13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract
with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with
all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as
required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance
requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to
Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a
preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an
approved substitute.

15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers,
officials, employees, and volunteers from losses arising from work performed by the contractor for the County.

16. Special Form Contractors’ Equipment and Contents Insurance covering owned, used, and leased equipment, tools,
supplies, and contents required to perform the services called for in the Contract. The coverage must be on a
replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment,
tools, supplies, and contents.

17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding
a specific claim related to any County project. Any loss run information available from the contractor or their insurer
relating to a County project will be made available to the county upon their request.

18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not
relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law
91-956, and any other laws that may apply to this Contract.

20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.
FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM
COMMODITY LISTING.

Buyer Initials: SM

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
***ATTENTION***

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.
I. PREPARATION OF BIDS
   A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder’s risk, as the bidder will be held accountable for their bid response.

   B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

   C. With the exception of 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 contract award by the Board of Commissioners. 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.

   D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

   E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal 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 bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY
   A. Each bidder should state time of proposed delivery of goods or services.

   B. Words such as “immediate,” “as soon as possible,” etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS
   Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. It is the bidder's responsibility to ensure that they have all
applicable addenda prior to bid submittal. This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS
A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids 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 company 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 bidder’s request and expense if items are not destroyed by testing.

D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer’s literature may be furnished.

F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS
The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually 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 bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder’s original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.
No bidder who is permitted to withdraw a bid 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 was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid 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, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT
Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. 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 contractor 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 contractor 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 bid as required in bid package or document. Failure to submit a bid bond with the proper rating will result in the bid 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 an A.M. Best rating as stated in the bid when required in the bid package or document.

X. DISCOUNTS
A. Time payment discounts will be considered in arriving at net prices and in award of bids. 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 the lowest responsive and responsible bidder. 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 bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

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

XII. DELIVERY FAILURES
Failure of a contractor 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 contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor 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 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 invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS
Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

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

Upon receipt of a bid package containing a Gwinnett County “Sample Contract” as part of the requirements, it is understood that the bidder 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 bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the “Sample Contract” in its entirety.

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

XVI. NON-COLLUSION
Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid 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 contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, 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 contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

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

XX. DISPUTES
Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS
Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS
The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE
Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE
The Purchasing Policy and 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 suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT
All contractors 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 with 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 Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS
Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm’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 contractors of their use tax liability on public works projects. Under Georgia law, private contractors 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, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63
STATE 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) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor’s or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all 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 contractor’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employ of such contractor 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 contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor 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 are in compliance with the Illegal Immigration Reform and Enforcement Act. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor’s or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor’s failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor’s failure to follow Gwinnett County’s instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act may be sanctioned by 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. Section 43-41-17).

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

XXXII. CODE OF ETHICS:
“Proposer/Bidder” 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. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of 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.

Any business entity holding a contract with Gwinnett County that subsequent to 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 shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION:
A bid submitted by an individual, firm or business who 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.

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@gwinnettccounty.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 go to the Treasury Division page on the County’s Web Site 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 sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.