



August 21, 2023

**REQUEST FOR PROPOSAL
RP031-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Standby Architectural and Engineering Services on an Annual Contract** with Four (4) one-year options to renew for the Department of Support Services.

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 Thursday, September 28, 2023**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 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.

A pre-proposal conference is scheduled for **10:00 a.m. on Wednesday, September 6, 2023**, at the Gwinnett County Purchasing Office, above address. All service providers are urged to attend. Questions regarding proposals should be directed to Alexis Holland, Purchasing Associate II at alexis.holland@gwinnettcounty.com or by calling 770-822-8741, no later than **2:00 p.m. on Friday, September 8, 2023**. Proposals are legal and binding upon the vendor when submitted. One unbound original and four (4) copies should be submitted. One unbound single-sided original, four (4) bound single sided copies and one electronic copy, flash drive or thumb drive, should be submitted. The fee schedule is to be submitted in a separate sealed envelope and should **not** be included in the copies mentioned above.

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 the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

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

Award notification will be posted after award on the County website, www.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.

Alexis Holland
Purchasing Associate II

The following pages should be returned as part of your proposal:

Fee Proposal (Separate Sealed Envelope), Pages 16-20
Consultant/Firm Information, Page 21
References, Page 22
Code of Ethics, Page 25
Contractor Affidavit, Page 26

BACKGROUND AND INTRODUCTION

The Gwinnett County Board of Commissioners is soliciting proposals to provide comprehensive design and engineering services on an on-call basis for the County's Department of Support Services. The proposal should anticipate providing a full range of services, including architecture; interior design; structural engineering; civil engineering; mechanical, electrical, and plumbing engineering; surveying; landscape architecture, commissioning, test and balance, and cost estimating. The services may be provided either through designated in-house staff or through specifically named and designated sub-service providers. This contract may be used for on-going maintenance.

Typical tasks and projects that might be assigned include master planning, programming and space planning; updating and management of CAD based facilities drawings; interior build outs and reconfigurations; building renovations and additions; design and specification development on pre-engineered buildings; comprehensive design and construction administration on new construction up to \$40 million in value; peer reviews; analysis and engineering of HVAC, plumbing, electrical, and controls system upgrades or expansions; roof replacements; analysis and remedial design for structural problems; civil engineering services including surveying, site planning, storm drainage/sanitary sewer analysis and design, and parking lot/hardscape design; landscape architecture; fire alarm and fire sprinkler replacements; life safety and code reviews; ADA assessments; commissioning; energy modeling; sustainable (Green) design; and other requested tasks involving drafting, layout assistance or specifications development.

The Department of Support Services is responsible for the operation and maintenance of the following facilities:

- Gwinnett Justice and Administration Center
- Charlotte J. Nash Court Building
- Gwinnett County Historic Courthouse
- Former Female Seminary
- Isaac Adair House
- Gwinnett County Fleet Management Building
- Gwinnett County Comprehensive Correctional Facility
- 16 Branch Libraries of the Gwinnett County Public Library System
- OneStop Buford
- OneStop Norcross
- Gwinnett County Central Services/Public Health Facility
- Gwinnett County Court Annex
- Gwinnett County Government Annex
- Gwinnett County Central Services Facility
- One Justice Square
- Department of Transportation Maintenance Barns
- Department of Transportation Central Maintenance/Storage Facility
- Lawrenceville Senior Center
- Gwinnett County Senior Services Center
- Georgia Department of Driver Services Customer Service Center
- North Gwinnett, Lawrenceville, Norcross, Peachtree Corners, and Snellville Tag Offices
- 11 Fuel Sites
- Briscoe Field Control Tower
- DOT Airport Office & Police Aviation
- Bill Atkinson Animal Welfare Center
- Centerville Senior Center
- Gwinnett Medical Examiner's Office

- Records Management Warehouse

The department also has responsibility for maintenance of HVAC systems, low voltage electrical systems, and fire sprinkler systems for Police, Fire and Emergency Services, and responsibility for low voltage electrical systems, and fire sprinkler systems for Parks and Recreation facilities.

The Department of Support Services may also utilize these services for new capital construction or renovation work for these or other County facilities. Typical new construction categories may include fire stations, library branches, police precincts, senior centers and other general government facilities. The Department of Support Services also may authorize other County departments to utilize the Standby A/E Services as it determines necessary and appropriate.

With this solicitation, the County intends to select multiple firms to provide these types of services. There is no guarantee of this fee level or that the distribution of fee will be equal between the selected firms.

Here is a sample list of projects that were completed (this is a partial list):

- Roof replacements (various)
- Roof condition assessments (various)
- Fire alarm replacements (various)
- Air handler replacements (various)
- Interior office renovations (various)
- Interior restroom renovations
- Parking lot repairs (various)
- HVAC air terminal unit replacements
- Landscape enhancements (various)
- Chiller replacements
- Facility condition assessments
- Energy assessments
- Generator installations
- Courtroom renovations
- Kitchen equipment replacements
- Elevator interior refresh
- Property demolition
- Stormwater analysis
- HVAC system enhancements
- Monument signage
- New libraries
- Parking facilities, may include parking decks
- Demolition of existing facilities
- Training facilities for both fire and police
- Facility assessments to assist in needs determination
- Commissioning services on both new and existing facilities
- Prefab metal buildings (various)
- Auditorium seating and carpeting
- Audio visual upgrades
- Lighting upgrades

- New senior center and renovations
- New Georgia State Police post
- New fire stations
- GJAC Campus space study
- Tenant office space improvements
- New morgue and medical examiner building
- New police precinct and alternate 911 call center

SCOPE OF WORK

Primary services include but are not necessarily limited to the following items:

1. Comprehensive Services

The prime service provider should ensure that it has prompt and direct access to the following services through in-house staff and sub-service provider arrangements:

- Feasibility Studies and Space Needs Assessments
- Facility and Site Condition Assessments
- Programming and Space Planning
- CAD Support
- Cost Estimating
- Interior Design (inclusive of specifying finish materials and furnishings)
- Architecture
- Digital Renderings and Animation services
- Technical Specification Development
- Construction Administration
- Master Planning/Site Planning
- Site Surveying
- Civil and Infrastructure Engineering
- Traffic Engineering
- Structural Engineering
- Electrical Engineering
- Site Lighting Design
- Low voltage Voice/Data Engineering
- Audio-Visual Engineering
- Mechanical Engineering – Plumbing, Fire Protection and HVAC to include controls
- Landscape Architecture
- Irrigation Design
- Peer Review of Construction Documents for New Construction
- Energy Modeling and analysis
- Test and Balance and Commissioning Services
- Sustainable Building Certification
- Building Life-Cycle Cost Analysis
- Code Review for Architectural and Engineering Disciplines
- FM Global Reviews

The intent is for the prime to be able to provide prompt and direct access to the services indicated in the Request for Proposal through in-house staff and sub-service provider arrangements. This could be accomplished through a variety of arrangements. For instance, an engineering firm may serve as the prime

Service provider, or an architectural firm may serve as the prime Service provider.

2. Work Authorizations

The County is administering this contract through the Department of Support Services, and the Support Services Director, or authorized designee, is assigned responsibility for soliciting, authorizing, and implementing services under the agreement. (County and department may be used interchangeably in the Scope of Services sections herein). The Service provider agrees to furnish services for assigned work items or tasks upon written authorization to proceed from the County's Director of Support Services or his or her designees. Said designees shall have the same authority as the Director in regard to authorization and administration of services as described throughout this Agreement. In the event the County shall require performance of any services covered by this Agreement, it shall request from the Service provider a proposal detailing the scope of services, the schedule for completion of such services, and the fee budget based upon the hourly rates established in the Agreement. Upon mutual acceptance of the work item proposal, the County represented by the Director of Support Services and the Service provider shall develop and execute a Work Authorization that shall specify the scope, schedule and compensation for the services. The Work Authorization shall be covered by the terms and conditions of this Agreement. The County may ask the Service provider to perform conventional building design services for new construction of a free-standing facility. On such occasions, the County may require the agreement to be a more detailed scope of services, which shall be provided to the Service provider prior to the Service provider's preparation of a proposal. This more detailed scope typically will be in accord with the Scope of Services contained in the AIA B-101 and D200 documents. Changes in the scope of service or compensation established in the Work Authorization will not be allowed unless approved in writing by the County's Director of Support Services or designee through addenda or supplemental authorizations.

3. Project Administration and Coordination

The prime Service provider, through a designated Contract Administrator or Project Architect, will be responsible for the administration and coordination of all design, engineering and construction administration and miscellaneous service provider services. The service provider should have only one designated Contract Administrator for billing purposes. This management will be such that the design and construction processes are executed through direct relationships within established schedules and budgets. The Contract Administrator will be responsible for designating the project teams and associated project managers for the assigned work items and establishing the design budgets and schedules. These team and management designations will be dependent on the particular design emphasis of each project. For example, if the service provider is assigned to a new construction, major renovation, or build-out project, the County would expect a multi-disciplined team typically directed by the architectural Project Manager. If the service provider is assigned a project calling only for an HVAC upgrade, the County would expect the mechanical engineer responsible for the design to be the Project Manager, even if the engineer is a sub-service provider. There cannot be more than one Project Manager associated with a Work Authorization. A designated Project Manager also may be allowed to assume some of the role of the Contract Administrator as a liaison and coordinator with the County. This approach can reinforce direct communications and reduce administrative overhead. The County reserves the ability to change Contract Administrator or Project Manager at any time.

4. Interior Design Services

Interior design is meant in the broad sense and is listed here because many of the projects implemented by the department will be interior build outs, reconfigurations, and renovations. The service provider may be expected to provide services including programming; space planning; interior layout and design; millwork plans and elevations; specification of equipment, furnishings, finishes, accessories, hardware, and signage; and mechanical and electrical engineering to support interior space changes. The service provider also may assist the County in updating and maintaining CAD drawings associated with all buildings where scope of services is performed, following completion of the as-built processes

associated with, and limited to each detailed scope of work performed by the service provider. The service provider will submit digital .dwg files at the conclusion of each project, regardless of the drawing platform or software used to generate the drawings. The service provider may need to assist the County to bid out loose furnishings and equipment that are not in a contractor's scope of work and provide administrative oversight during delivery and installation of furnishings and equipment to insure conformance with bid documents.

5. Building Design Services (Conventional)

Conventional building design services may be utilized on projects ranging from small additions and renovations to new construction projects of up to \$40 million in value. The service provider may be expected to provide services including comprehensive architectural design of buildings or design of certain building elements (i.e., roofs, canopies, window systems, facades, etc.); interior layout, design and finishes; specification of furniture, equipment, specialties and accessories; civil engineering; landscape design; structural engineering; and design/engineering of all building electrical, plumbing and HVAC systems.

On occasions when the service provider may be requested to provide comprehensive architectural/engineering services for new construction projects, the County may provide the service provider with a more detailed scope of services upon which to prepare its proposal. Said scopes of services shall be considered contractual requirements.

6. Building Design Services (Pre-Engineered)

Pre-engineered buildings may be needed for shops, storage facilities, utility buildings, or even hybrid office and administrative facilities consisting of both conventional and pre-engineered construction. The service provider may be expected to provide services including preparation of building layouts, structural foundation designs (including reaction calculations), mechanical, electrical, and plumbing system plans and details, and all accompanying technical specifications in sufficient detail to enable the County to solicit bids and issue permits for pre-engineered buildings constructed as stand-alone as design/build packages or as required for design/bid/build (Lump Sum) or Construction Manager at Risk (CmaR) construction delivery methods.

7. Site Design Services

The department may require assistance in land planning and civil design services. The service provider may be expected to provide services include review of subsurface investigation and Geotechnical Reports, site surveying, development of schematic master plans, development of site plans, design of vehicular and pedestrian circulation systems, parking lots, parking lot lighting design, design of storm and sanitary sewers (both gravity and force main systems should be anticipated) serving building sites (also analysis and recommendations on storm drainage problem areas), design of grading plans with contours and cut and fill calculations, design of landscape planting and irrigation, design of outdoor hardscaped surfaces associated with buildings, and design of exterior lighting systems. Site Design elements may be standalone tasks or services in association with Building Design Services. The service provider may need to assist the County to input and maintain projects in the Georgia EPD Online System (GEOS) for Permitting, Compliance and Facility Information, including the processes to submit a Notice of Intent (NOI) and Notice of Termination (NOT).

8. Structural Engineering Services

In addition to structural engineering associated with building design, the service provider may be expected to perform other structural engineering tasks including peer review, inspections, analyses, and engineering recommendations associated with floor loading issues, building settlement and foundation problems, concrete cracks and failures, and other structural problems or issues requiring specialized analysis.

9. Mechanical and Electrical Engineering Services

In addition to mechanical and electrical engineering associated with building and interior design, the service provider may be expected to perform other related engineering services including but not limited to 1) analysis of existing and proposed HVAC plants, distribution and controls system problems in existing facilities, preparation of engineering recommendations, and monitoring of improvements and modifications, and commissioning; 2) engineering and preparation of construction drawings and specifications for large and small scale HVAC system installations and replacements; 3) technical assistance to Operations and Maintenance work groups and HVAC technicians in troubleshooting HVAC problems, boiler and chiller plant operations, and malfunctions; 4) electrical engineering and design associated with expansions and extensions of electrical power and lighting systems; 5) electrical engineering associated with low voltage electrical systems such as security systems, fire alarm systems, card access systems, intercom and radio systems, data cabling and CCTV; and 6) plumbing engineering associated with water and sanitary systems and fire protection, FM Global review, and demonstration of compliance with adopted energy codes, using whole building energy modeling simulations, and/or the U.S. Department of Energy COMcheck™ program. The service provider may also be requested to document existing mechanical airflows for use in the design and engineering and modification of existing building HVAC systems. This work, if requested, should be provided by a sub-service provider that specializes in the test and balance of mechanical systems for the purpose of establishing a benchmark of performance that can be compared to the modified design, in lieu of using Owner provided drawings, which may contain old and outdated information.

10. Cost Estimating

The County will typically provide a proposed budget for projects that are assigned. The Service provider may be requested to provide assistance in establishing and provide refinement of project budgets through more detailed cost estimating carried out concurrently with the design process. This cost estimating will be a means of ensuring budgetary discipline throughout the project development process. In providing comprehensive architectural/engineering services for conventional new construction, the service provider will be requested to provide cost estimating services associated with each design phase. The County also may require cost estimating services associated with new project planning and budgeting and will call on such from the service provider.

11. Value Engineering

Because of the small scale and relatively low budgets of many of the projects covered by these services, the service provider will assist the County and the selected sub-service providers in achieving the greatest value for the least cost. This assistance will include determining economical, straightforward, and time-efficient construction methods and selecting readily available and low to medium cost materials that have relatively long useful lives and ease of maintenance and service. The service provider will be expected to emphasize value engineering in design and construction administration while maintaining performance levels set in the Gwinnett County Design and Construction Standards.

12. Procurement and Construction Administration Services

Construction administration will include: making the submissions and handling the review process necessary to acquire building and site development permits; assisting with preparation of documents for advertising, to include plan specifications and addendums; attending pre-bid conferences as required; evaluating bids; reference checks and recommending contract awards; conducting preconstruction conferences as required; providing meeting minutes; conducting regular site inspections and attending project meetings as required; providing observation of service provider's operations and work to determine compliance with plans and specifications, assisting with FM Global design reviews, quality of workmanship and progress; providing review of service provider's shop drawings and other necessary submittals; processing payment applications; answering service provider's requests for information or

document clarifications and assisting in the resolution of design or construction problems that arise in the course of the projects; evaluating and recommending construction change orders; participating in final inspections of projects to determine compliance with contract documents; and assisting in project closeout through processing warranty packages, certificates of occupancy, review of closeout documents; and producing final record/as-built documents; and assisting in the 11-month warranty inspections. These services may be detailed more specifically in scopes of services associated with Building Design Services.

FM Global's role in the past has been associated with roofing projects and life safety systems. FM Global also reviews all design plans and bid documents for facilities anticipated to be over \$5 million. All design plans must be in accordance with all FM Global Requirements, whether reviewed by FM or not, as the County's insurer. Should the County's insurer change during the term of this contract, the new insurer may provide other requirements for incorporation into new work. Not every project will require review by FM Global.

13. Peer Reviews

The County is involved in capital construction projects that could follow multiple types of delivery methods, most notably, the traditional design/bid/build sequence as well as the Construction Manager at Risk project delivery process. The Department of Support Services' staff may call on the standby services service provider to provide peer reviews of design documents at various stages for technical expertise and quality control. In these reviews, the service provider will be asked to critique the drawings of all design disciplines and provide written reports and comments to the County.

14. Special Services

At the request of the County, the service provider may be requested to provide special services or technical tasks that require sub-service provider services that are not described herein or included in the proposal fee schedule. In these situations, the service provider shall provide separate cost proposals from these specialized sub-service providers under the cover of its own proposals. These special services may include roofing service providers and inspectors, LEED®, and other sustainability design service providers, commissioning agents, test and balance agents, specialists in energy management or energy retrofits, specialists in audio visual systems, lighting, kitchens, hardware, security systems, detention facility fixtures, etc., and others as required.

15. Building and Systems Assessments

The Support Services Department uses the Lucity Asset Management system for the inventory and assessment of many of the County's facilities and the systems internal to those facilities. The department may call on the service provider for field inspections, data gathering and related services in support of this effort. The department will also be utilizing this system for the refinement and enhancement of its Facility Asset Maintenance Plan. This effort may require use of the building/systems condition reviews and analyses, associated project development, and scheduling, and project cost estimating. The service provider may be asked to assist the County with development of capital budgeting including budget scope, justification, and estimates.

16. Commissioning

The County may require basic, enhanced or third part commissioning services from service providers to ensure that systems are designed, installed, functionally tested and capable of being operated and maintained in accordance with the design intent and owner's requirements. Commissioning may be required on new construction projects or major capital improvements. Retro-commissioning may be applied to existing buildings to improve and optimize operations and maintenance.

17. Plan Review for Code Compliance

The county may occasionally request life safety reviews and code reviews and analyses for commercial building permits by architects and engineers licensed in Georgia. The service provider may be required to submit plans for plan review and permitting and address all comments until successful completion of review. Service provider may be required to work with Gwinnett County Planning & Development, FM Global, State and County Fire Marshals, GA EPD, and other Authorities Having Jurisdiction.

18. Performance of Duties

The service provider shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of design, engineering, and construction involved in the assigned projects. The service provider will provide a milestone schedule of performance with each work proposal and will update this schedule at least once per month, coinciding with the service provider's invoicing cycle, or as requested by the County. Schedules shall be mutually agreed upon by the parties to the Agreement and shall be mutually adjusted as the services proceed. The service provider shall not be held responsible for delays in performance which occur through no fault of the service provider.

19. eBuilder Software

Gwinnett County utilizes the E-Builder software program for filing and distribution of project related documentation. The Service provider will be required to use the County eBuilder software for all completed project documents which shall be uploaded to this site, per direction of the Gwinnett County Project Manager. The County will provide the necessary training for the use of eBuilder for the Service provider.

20. Services Provided by the County

The County will provide information regarding the requirements of each work item or project, including the program, criteria, and standards as applicable. The County will cooperate in inspections, surveys, interviews, and work sessions necessary to determine or define said requirements.

The County will designate a representative authorized to act in the County's behalf with respect to the assigned work items or projects. The County or such authorized representative shall examine documents submitted by the service provider and shall render decisions within a reasonable time so as not to delay the progress of the service provider's services.

As applicable and required for the guidance of the service provider's services, the County will establish and update construction budgets for the assigned work items.

As required by the scope or nature of a work item, the County will furnish the services of geotechnical engineers. The services of geotechnical engineers may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including reports and appropriate professional recommendations. The services, information and reports required shall be furnished at the County's expense and upon the County's agreement.

The County will guarantee access to and make necessary provisions for the service provider to enter upon the sites of projects as required by the service provider to perform its services under this Agreement.

COMPENSATION FOR SERVICE PROVIDER SERVICES**1. Basis of Compensation**

For services provided by the service provider, the County shall compensate the service provider at the rates set forth in the Fee Schedule, which is included as Appendix B and incorporated herein by reference. The service provider shall provide the County with cost proposals for work items as provided in the Scope of Work. These cost proposals shall be based on and derived from the Fee Schedule and shall include

estimates of hours for each personnel billing category and budgets for the reimbursable expenses expected to be incurred. The County reserves the right to direct the service provider to prepare proposals on a not to exceed basis. Cost proposals mutually agreed to by the parties hereto shall be incorporated in the Work Authorization used to authorize work under the Agreement. Once said cost proposals are incorporated into a Work Authorization, said proposal amounts shall not be exceeded unless authorized in writing by the County's representative.

2. Reimbursable Expenses

Reimbursable expenses are in addition to personnel expenses described by the billing categories within the Fee Schedule and include expenses incurred by the service provider and service provider's sub-service providers in the direct provision of authorized work items and tasks as follows:

- a. costs of document reproduction, photographic work, and photo reprographic services directly related to provision of drawings, specifications and other deliverables required by the authorized services;
- b. costs for overnight, bulk and specialized mailing services, and courier services;
- c. costs for service-related vehicle mileage of more than 5 (five) miles roundtrip to be billed at the County's established rate of reimbursement;
- d. costs for service providers and special services not covered under Fee Schedule; and
- e. costs for renderings, models, mockups, and miscellaneous items that are specifically requested by the County in authorized work items or projects.

The Reimbursable expenses of the Service provider and the sub-service providers shall be billed by the service provider at actual cost.

3. Payments on Account of Services

The service provider shall bill for its services on a **monthly basis** and said billing shall be for work completed up to the date of the billing minus any previous bills. The service provider's billing shall itemize and document the billable time of the service provider's staff and the staff of the sub-service providers at the rates provided in the Fee Schedule. Provide summary of tasks performed on current invoice. The service provider's billing also shall present a statement of the reimbursable expenses incurred and shall include invoices and other records that substantiate said costs, a summary of work performed during the invoicing cycle, and an updated milestone performance schedule. If the schedule indicates milestone delays, as compared to the approved schedule at time of award, the service provider shall provide a detailed explanation for the delay, provide a make-up schedule for County review and approval, and may be subject to formal Vendor Complaint for non-performance. The service provider will not be held responsible for any delay in schedule not caused by the Service provider. Should the service provider fail to provide all project documentation and submittals required by the scope of work, approved performance schedule, including project documentation upload to the County's project management system, the service provider will be subject to payment withholding following written notification by the County. The County reserves the right to withhold payment until all such documentation is received and properly uploaded to the County's project management system. The County shall pay said billings within a 30-day period from day of receipt of the Service provider's complete and accurate invoice. If the County objects to all or any portion of an invoice, the County shall notify the service provider, identify the cause of disagreement, and pay that portion of the invoice not in dispute.

Upon completion by the service provider of all the services authorized under the Agreement and approval by the County, the County will pay the service provider the authorized and billable compensation on work performed less the total of other payments paid or in the process of payment. The service provider agrees that acceptance of this final payment shall be in full settlement of all claims arising against the County for work or services performed and costs incurred or otherwise arising out of this Agreement and shall release the County from any and all further claims of whatever nature on account of said Agreement.

The County will make no deductions from the service provider's compensation on account of penalty, liquidated damages, or other sums withheld from payments to sub-service providers.

Miscellaneous Provisions

1. Use of Service provider's Drawings, Specifications, and Other Documents

All Drawings, Specifications and other documents and materials prepared by the service provider for assigned projects and pursuant to this Agreement are the property of Gwinnett County. The County shall have the authority to publish, disclose, distribute, and otherwise use, in whole or in part, any Drawings, Specifications or documents prepared under this Agreement. The County may use all or parts of these Drawings, Specifications and other documents on projects or activities other than those specifically authorized under this Agreement without additional compensation to the service provider provided that the service provider's title block shall be removed from all such Drawings, specifications and other documents. The County further acknowledges and agrees that site and other conditions for said projects or activities may vary and methods and materials may change and that reuse of any such Drawings, Specifications, or other documents without further review by Service provider could involve risk of loss or injury for which service provider will not be held responsible. Specific liabilities would depend on the nature of the individual project(s), but the intent is to limit the Service provider's liability to the original project and requirements.

2. County Standards

The County has prepared and is utilizing the current set of construction standards entitled Gwinnett County Design and Construction Standards that will apply to services and work performed under this agreement. The Facilities Construction Standards apply to design, construction and installations associated with:

- new building construction;
- significant building and interior space renovations; and
- replacement or upgrade of major building systems, equipment, and/or building components associated with maintenance and capital funded asset renewal.

The Standards apply to all vertical enclosed and conditioned structures intended for human occupancy/utilization and all similar structures for materials and equipment storage that are larger than 500 square feet. The Standards are developed and organized in accordance with the Construction Specifications Institute's specification categories. A copy of the Standards will be provided to the service provider to utilize for the duration of the Agreement. The County will expect the service provider to adhere to these Standards in its work and to provide feedback and input to the County that can be used for revising and updating the Standards as needed to meet the County's objectives and stay consistent with changes in industry standards and new building technologies. Written approval by the County is required for any deviation from the current Standards approved by the County.

In addition to requiring adherence to the Gwinnett County Design and Construction Standards, the County also requires that the Service provider adhere to the requirements of the County for meeting environmental sustainability objectives. These specific standards include the following County policies:

- LEED® Policy for New Construction,
- Energy Star Policy for New Construction,
- LEED® and Energy Star Policy for Renovations,
- High Efficiency Plumbing Fixture Policy, and
- Landscaping Practices Policy.

These specific requirements are referenced and contained within the Gwinnett County Design and Construction Standards. [Gwinnett County Design and Construction Standards](#)

3. Hazardous Materials

The service provider and service provider's sub-service providers shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the sites of authorized projects and tasks including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) petroleum distillates, lead, mold, or other toxic substances.

4. Contract

The service provider will be expected to sign an Agreement for services developed by Gwinnett County. A copy of Gwinnett County's Standard Service Provider Agreement for these services is included. The proposals should contain a statement that the service provider/firm has carefully reviewed the Agreement, can meet all insurance and other requirements, and if selected, will sign the Agreement. Any changes or modifications to the Agreement requested by the service provider/firm must be stated in writing in the proposal. Any changes or modifications to the agreement may result in a proposal deemed non-responsive if an agreement cannot be reached.

PROPOSAL SUBMISSION REQUIREMENTS

General Requirements

1. No contact with any County or Representative regarding this proposal will be allowed. Any contact regarding this proposal with anyone other than Alexis Holland or other Purchasing Associate may be grounds for immediate disqualification.
2. No faxed or email copies of the proposal will be accepted.
3. Proposer should assume that the County will base its entire decision-making on the Proposal. The Service provider's best terms, conditions, and pricing should be submitted as there are no plans or any guarantees that the County will seek additional information on and/or clarification of initial Proposals.
4. One (1) unbound single sided original (marked as the "**original**"), four (4) single-sided bound copies, and one (1) electronic copy in Adobe PDF format of the proposal should be submitted. **Within the sealed package, Only one copy of the cost proposal must be enclosed in its own sealed envelope to keep it separate from the other proposal components and marked "FEE SCHEDULE" on the outside of the envelope.** All copies of the proposal should be identified with the proposal number, date of opening, and the company name. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing firm. Proposals must be signed in ink by a company official who has authorization to commit company resources.
5. Proposals should be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Department of Financial Services, Purchasing Division, 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 and shall be identified with the proposal number, date of opening and company name on the outside.
6. Proposals submitted are not publicly available until an award is made by the Gwinnett County Board of Commissioners. All proposals and supporting materials, as well as correspondence relating to this proposal, become the property of Gwinnett County when received. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

7. It is the responsibility of the proposing firm to ensure that it has all applicable addenda prior to proposal submission. Addenda will be posted on the website www.gwinnettcounty.com. Receipt of addenda shall be acknowledged in the proposal on the appropriate form provided in the solicitation.
8. The selected Service provider will be responsible for providing evidence of the insurance coverage as required in this solicitation and shall maintain said insurance throughout the contract.
9. The "Proposal Documents" of the organization selected will be incorporated into the service contract in their entirety.

PROPOSAL CONTENT

The Service provider's Proposal shall be responsive to the specific range of issues described in this Request for Proposal. Service providers are asked to read the Request for Proposal carefully to ensure that they address the specific requirements of this Request and submit all requested information. Proposal packages shall include the following information:

1. **Team Organization and Qualifications (15 Points):** A description of the personnel resources and qualifications of the service provider firm or team to carry out the service provider Services. The expertise required to accomplish the services may be represented either within the Service provider firms' in-house staff or by a team of architectural, engineering and specialty firms. In team submissions, the prime Service provider must identify its previous experience working with the team members. The documentation of resources and qualifications shall include a **Project Organization Chart** that identifies all key personnel to be involved in delivering services, and their respective roles. Resumes shall be included on all such personnel. At a minimum, these individuals must be identified: Principal-in-Charge, Contract Administrator, and the Project Manager or senior position for each of the following disciplines: Architecture or Multi-Disciplinary, Interior Design, Structural Engineering, Civil Engineering, HVAC Engineering, Plumbing Engineering, and Electrical Engineering. If the Service provider intends to utilize other personnel or sub-service providers for any other services, these entities and staff also must be identified. In all cases, the individual identified must be assigned to provide the requested services.
2. **Team Experience and Capabilities (15 points):** A description of the experience, capabilities, resources, and techniques that the Service provider firm or team can contribute to this assignment. Indicate any and all experience of the Service provider and its teamed sub-service providers have in work arrangements similar to that proposed such as standby or on-call services, house architect, long-term client relationships, etc. Show experience with major construction, particularly on public buildings. List small scale projects such as space programming, interior reconfigurations, renovations, facade or roof redesigns, systems reengineering or problem solving, site improvements, etc., that show comfort and skill with the types of work requested. List all completed LEED Certified projects for which the firm has provided design services. Also, indicate by discipline the number of LEED Certified personnel. Indicate other experience with energy retrofits, HVAC reengineering, and sustainable design.
3. **Coordination and Supervision (10 points):** A description of the experience of the Service provider or team to provide comprehensive project management during programming, design, permitting, and construction phases of the projects. What is the team's approach to maintaining schedules and managing multiple projects with simultaneous deliverable milestone dates.
4. **Quality Assurance Practices (10 Points):** A description of how the Service provider ensures quality assurance throughout the project lifecycle. Describe your process for design document quality control. Describe your approach for mitigating change orders during construction.

6. **Program Responsiveness (10 Points):** A description of the Service provider’s ability to complete proposed projects in a manner that is responsive to the program. Describe your previous experience that demonstrates success in completing similar projects to Gwinnett County projects, consistent with program schedule, budget, technical requirements, and design standards.
7. **Workload (10 Points):** A description of the Service provider’s current and future projected workloads and the Service provider’s ability to accept and commence new work and meet County schedules and milestones. Indicate key staff’s availability, i.e., number of projects and percentage of capacity available for new projects.
8. **References (10 Points):** In addition, or as a part of this documentation, the prime Service provider must submit a minimum of five references (including names, addresses, phone numbers and the relevant projects) that demonstrate successful multidisciplinary work for corporate, institutional or government buildings or campuses. To the extent possible, the references should include the work of the specific individuals listed in the proposal. If it is a team submission, and all key individuals are not represented in the prime's listing, other references should be included to ensure that at least one reference is available on all the key individuals. All references should be current (within 5 years). Please notify your references that Gwinnett County will be contacting them regarding work your firm has performed for them and verify that their contact information is correct.
9. **Government Experience (10 Points):** A description of the experience of the Service provider or Service provider team of managing projects for Gwinnett County or other government agencies. Specifically indicate the experience, understanding and familiarity of Contract Administrator and the Architectural and Civil Engineering Project Managers with government Development and Building Permit requirements.
10. **Fee Proposal (10 Points):** Submit in a separate sealed envelope a fee proposal in the format provided herein that lists the professional fees that will be charged to provide the services described in the PROPOSAL. The hourly rates for all personnel appearing in the **Project Organization Chart** must be listed. Any other support personnel for whom the Service provider intends to bill, but who are not listed, must be described and priced on an attached page.

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the following values assigned:

Evaluation Criteria & Selection Procedures

Phase I	Criteria	Points Allowed
1	Team Organization and Qualifications	15
2	Team Experience and Capabilities	15
3	Coordination and Supervision	10
4	Quality Assurance Practices	10
5	Program Responsiveness	10
6	Workload	10
7	References	10
8	Government Experience	10
Subtotal		90
Phase II		
9	Fee Proposal (Fees will be scored by using “Sample Project(s)” provided by the Department of Support Services.)	10
10	Optional Interview	10
Total		110

A selection committee will carefully evaluate all responses to this proposal. Proposals will be evaluated by section based on the responsiveness to the requirements of this proposal and the evaluation criteria outlined above. Gwinnett County reserves the right to reject any or all proposals, in whole or in part; to negotiate changes in the scope of services; and to waive any technicalities as deemed in its best interest.

The Technical Proposals will be evaluated in order to select the service provider(s)/firm(s) which rates highest according to the criteria elaborated below (Phase I, 1-10). The selection committee may then short list the highest scoring service provider(s)/firm(s).

The Fee Schedule of the shortlisted Service Provider(s)/firm(s) will then be opened and scored. The highest scoring service provider/firm may be selected at this point or the committee may invite a number of the highest scoring service provider(s)/firm(s) to interview. The number of service providers/firms shortlisted and interviewed, if any, will be at the discretion of the selection committee.

If an interview is requested, it will be worth an additional 10 points in the selection process. The service provider(s)/firm(s) will be responsible for any cost associated with the request for additional information and/or an interview. If unable to reach an agreement with the highest scoring service provider/firm, the County may then negotiate with the second ranked service provider/firm and so on, until a satisfactory agreement has been reached, or the County may terminate the negotiation process.

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

**FEE SCHEDULE -
(TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE)**

The following hourly rates for personnel will be used for Services provided under the Agreement. Personnel assigned to a Project by the Contract Manager will be billed to the County for time spent during the monthly billing period at the following hourly rates. Gwinnett County reserves the right to add positions at a mutually agreed upon rate.

The titles listed on the fee schedule are associated with the typical services the County anticipates using during the contract duration and fees should be listed for each.

Personnel Position/Billing Category	Hourly Rate
Principal-in-Charge	\$
Sr. Project Manager or Sr. Contract Administrator	\$
Project Manager or Contract Administrator (Architecture or Multi-Disciplinary Project)	\$
Senior Project Architect	\$
Project Architect	\$
Architectural Intern	\$
Sr. Interior Design	\$
Jr. Interior Design	\$
CAD/BIM Services	\$
Sr. Structural Engineer	\$
Jr. Structural Engineer	\$
Sr. Civil Engineer	\$
Jr. Civil Engineer	\$
Sr. Mechanical Engineer	\$
Jr. Mechanical Engineer	\$
Sr. Plumbing Engineer	\$
Jr. Plumbing Engineer	\$
Sr. Electrical Engineer	\$
Jr. Electrical Engineer	\$
Sr. Low Voltage Engineer	\$
Jr. Low Voltage Engineer	\$
Landscape Architect	\$
Cost Estimator	\$
Surveying Services/Registered Surveyor	\$

COMPANY NAME _____

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**FEE SCHEDULE -
(TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE)**

Personnel Position/Billing Category	Hourly Rate
Surveying Services/2-Person Survey Team	\$
Clerical/Administrative	\$
Construction Administration	\$
LEED® Services	\$
Commissioning Agent	\$
Other	\$
Other	\$

**Note: Additional lines may be added as needed for additional staff
Fees will be scored by using "Sample Project(s)" below:**

SAMPLE ME PROJECT

Billing Category	Hours
Principal in Charge	91
Project Manager	960
Architect	216
Architectural Intern	1017
Sr. Interior Designer	256
Jr. Interior Designer	26
CAD Services	72
Sr. Structural Engineer	126
Jr. Structural Engineer	51
Sr. Civil Engineer	754
Jr. Civil Engineer	62
Sr. Mechanical/Plumbing Engineer	367
Jr. Mechanical/Plumbing Engineer	60
Sr. Electrical Engineer	105
Jr. Electrical Engineer	17
Cost Estimator	205
Surveying Services/Registered Surveyor	46
Surveying Services/2-Person Survey Crew	81
Clerical/Administrative	110

COMPANY NAME _____

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SAMPLE FIRE STATION

Billing Category	Hours
Principal in Charge	152
Senior Project Manager	50
Project Manager	482
Architect	200
Architectural Intern	508
Sr. Structural Engineer	85
Jr. Structural Engineer	66
Sr. Civil Engineer	300
Jr. Civil Engineer	320
Sr. Mechanical/Plumbing Engineer	110
Jr. Mechanical/Plumbing Engineer	110
Sr. Electrical Engineer	53
Jr. Electrical Engineer	36
Landscape Architect	60
Cost Estimator	74
Surveying Services/Registered Surveyor	40
Surveying Services/2-Person Survey Crew	80
Clerical/Administrative	120

SAMPLE ROOF REPLACEMENT

Billing Category	Hours
Principal in Charge	4
Senior Project Manager	48
Architect	100
Architectural Intern	40
Cost Estimator	24
Clerical/Administrative	16

SAMPLE RTU/HVAC REPLACEMENT PROJECT

Billing Category	Hours
Principal in Charge	2
Project Manager	72
Architect	72
Sr. Structural Engineer	16
Sr. Mechanical/Plumbing Engineer	32
Jr. Mechanical/Plumbing Engineer	64
Sr. Electrical Engineer	16
Cost Estimator	8
Clerical/Administrative	8

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SAMPLE RENOVATION PROJECT

Billing Category	Hours
Principal in Charge	24
Project Manager	44
Architect	300
Sr. Interior Designer	40
Jr. Interior Designer	16
CAD Services	36
Sr. Structural Engineer	16
Sr. Civil Engineer	24
Sr. Mechanical/Plumbing Engineer	40
Jr. Mechanical/Plumbing Engineer	48
Sr. Electrical Engineer	8
Jr. Electrical Engineer	50
Cost Estimator	32
Clerical/Administrative	16

REIMBURSABLES

Direct expenses, other than labor cost incurred by the Service provider related to performance of each work task, shall be paid by the County based on total actual cost of the direct expense, including, but not limited to: document reproduction, photographic work, photo-reprographic service, postage and shipping, and subcontracts for service providers or specialized services not included in above services.

Reimbursable expenses shall be charged at actual cost and shall be documented by invoices or other supporting cost information.

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 proposal non-responsive.

Unless otherwise noted, submitted prices will remain firm for four (4) additional one-(1) year periods.

If a percentage decrease will be a part of this proposal, please note this in the space provided together with an explanation.

1st renewal _____

3rd renewal _____

2nd renewal _____

4th renewal _____

If a percentage increase will be a part of this proposal, please note this in the space provided together with an explanation.

1st renewal _____

3rd renewal _____

2nd renewal _____

4th renewal _____

Certification of Non-Collusion in Proposal Preparation _____

Signature

Date

COMPANY NAME _____

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" and all documents referred to therein. 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 fee schedule. By submission of this annual proposal, 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.

Service provider has carefully reviewed the Contract, can meet all insurance and other requirements, and if selected, will sign the Contract. No modifications to the Contract will be permitted. Failure to check "Yes" below may result in your proposal being deemed non-responsive.

_____ Yes _____ No

Company Name _____

Signature _____ Date _____

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

Service Provider/Firm Information Page

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

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

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

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

REFERENCES

Gwinnett County requests a minimum of five (3) references where work of a similar size and scope has been completed. **Please make sure the contact information (especially the E-mail) is correct. This will be taken into consideration during the evaluation.**

1. Company Name _____

Brief Description of Services or Project _____

Completion Date (Or Dates of Service) _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

Team members on this project _____

2. Company Name _____

Brief Description of Services or Project _____

Completion Date (Or Dates of Service) _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

Team members on this project _____

3. Company Name _____

Brief Description of Services or Project _____

Completion Date (Or Dates of Service) _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

Team members on this project _____

COMPANY NAME _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects less than \$5,000,000)

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 or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 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 (and any applicable Authority) 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' 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.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.



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

_____ day of _____, 20____

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. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**



**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_____

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

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)

GENERAL CONDITIONS
TO SERVICE PROVIDER AGREEMENT
TABLE OF CONTENTS

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other service providers
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

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 SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, 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 SERVICE PROVIDER executes and enters into an 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 SERVICE PROVIDER under this Agreement.
- 1.6 Contract Time-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER -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 SERVICE PROVIDER 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 Subservice provider -means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice provider s 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 SERVICE PROVIDER under this Agreement.
- 1.13 Liaison-Representative of the COUNTY who shall act as Liaison between the COUNTY and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER '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 SERVICE PROVIDER 's compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

4. PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The SERVICE PROVIDER 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 SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. FINDINGS CONFIDENTIAL

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER 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 SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER 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 SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER.

9. SERVICE PROVIDER S TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other service provider s 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 SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or by COUNTY employees.

10. INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the

extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER 's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

11. COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER 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 SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than in the attached.

The SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 sub-service provider. The Department will not approve any sub-service provider 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 SERVICE PROVIDER 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 SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER 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 SERVICE PROVIDER 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 sub-service provider, 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 SERVICE

PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, 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 SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER '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 SERVICE PROVIDER 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 SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider 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 SERVICE PROVIDER 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.

*****Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.*****

**RP031-23 Provision of Standby Architectural and
Engineering Services
SAMPLE ANNUAL CONTRACT**

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 "Service provider").

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

1. TERM:

This contract for the **Provision of Standby Architectural and Engineering Services** shall commence _____ -year period with four options to renew for an additional one-year period.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service provider of the Service provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

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

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.

(Signatures Next Page)

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

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of
Commissioners

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

Service provider: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

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

RP031-23

Buyer Initials: AH

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

V. WITHDRAWAL DUE TO ERRORS

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

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

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

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

Any Service provider 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 service provider agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

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

XXII. PENDING LITIGATION

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

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

XXXIII. CODE OF ETHICS

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

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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