



October 22, 2025

**REQUEST FOR PROPOSAL  
RP035-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision and Implementation of a Laboratory Information Management System on a Multi-Year Contract** for the Department of Water Resources.

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 **November 19, 2025** at the Gwinnett County Financial Services - Purchasing Division – 4th Floor - Nash Building, 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](http://www.gwinnettcounty.com).

Questions regarding proposals should be directed to Bethany White, Purchasing Associate II at [Bethany.White@GwinnettCounty.com](mailto:Bethany.White@GwinnettCounty.com) or by calling 770-822-5149, no later than **November 7, 2025**. Proposals are legal and binding upon the vendor when submitted. **One single sided unbound original, six (6) copies, and one (1) electronic copy on a flash drive should be submitted.**

Successful service providers 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-10 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](http://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.

Bethany White  
Purchasing Associate II

## 1.0 Introduction

The Gwinnett County Board of Commissioners (County) is soliciting competitive sealed proposals from qualified service providers for the Provision and Implementation of a comprehensive Laboratory Information Management System (LIMS) on a Multi-Year Contract for the Gwinnett County Water Resources Department. The solution will enhance the County's Water Resources Laboratory (WRL) management capabilities and grow with its needs.

The WRL is interested in either an on premise, or Integration Platform as a Service (iPaaS) a Software as a Service (SaaS/Cloud) solution. Cloud base systems must have a proven track record of providing a cloud base solution to include workflows, and quality control queues as described by this proposal to businesses and/or other government jurisdictions of the same size and complexity as the County's Water Resources Laboratory. The proposed solution should meet the requirements outlined in the proposal and the service provider should be prepared to demonstrate those capabilities, should they be asked to do so before award. Note, commercial production systems or systems that are undergoing major functional changes or upgrades are not acceptable for industry-standard systems sought in this solicitation. Although the County is interested in implementing systems with a proven track record and implementation history, that does not preclude service providers from submitting optional proposals that may utilize emerging technology whether on-premises, hosted, or cloud-based solutions, to provide the best result for Gwinnett County.

The County intends to award a contract for this proposal to one (1) service provider. There are no expressed or implied obligations for the County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this solicitation. The full cost of proposal preparation and interview presentation (if required) is to be borne by the proposing service provider. Proposals must be signed by a company official who has the authority to commit company resources.

The request for proposal and the successful proposal will become part of a written contract between the County and the proposing service provider. The contract shall be on forms supplied by the County. A sample contract has been included for review by the proposer's legal counsel.

Finally, all proposed solutions must comply with the Security Requirements Standards provided in the solicitation with any exceptions being itemized and explained.

## 2.0 Background and Current Environment

This Section of the proposal provides background on the County, the Water Resources Laboratory, and relevant systems in operation in the current environment, as well as the planned future environment.

**2.1 County Background** Gwinnett County, Georgia is a suburban county, located approximately 30 miles northeast of Atlanta, Georgia. The County has an estimated population of approximately 1,020,157. Currently, the County has a total of 6,105 authorized positions, including appointed and elected officials.

The governing authority of the County consists of a five-person Board of Commissioners, including a full-time chairman elected at large and four Commissioners elected on a district basis. The County operates under the County Administrator form of management and has thirteen operating departments. The County Administrator reports directly to the Board and oversees the activities of the appointed County department heads. In addition, the County Administrator's Office also acts as a liaison for the Board with other elected officials.

Gwinnett County government provides a wide array of services to its residents including "traditional" county government functions such as construction and maintenance of roads and court-related activities, as well as municipal functions such as police, fire, recreation, emergency services and water/waste services. The County Organizational Chart is shown below.



## **2.2 Gwinnett County Water Resources**

The Department of Water Resources (DWR) distribution system contains 4,110 miles of water pipe, 282,447 meters and serves approximately 900,000 residents. It is the goal of the DWR to utilize a secure formal management system to holistically track, report, and maintain data for permit-related requirements. This goal can be threatened by the increasing volume and complexity of work as the County expands, coupled with the attrition of knowledgeable staff. The reliance on manual tools and processes for work organization also poses increased risks to efficient workflow and data integrity. In pursuit of the County's missions and goals, it is necessary to expand the use of technology to outpace the current threats faced.

## **2.3 Gwinnett County Department of Information Technology Architecture and Environment**

The County's network is managed by the County Department of Information Technology Services. The network supports all County Departments, including public safety. The County's existing network topology consists of a logical layer operating over a physical layer. The logical layer is firewalled between members but operates in a relatively open manner so that if there is physical connectivity, there is also a logical path to that node. The physical layer is a hub-and-spoke architecture with links provided by Gwinnett County-owned fiber, as well as metered connections from a network vendor.

The County network core consists of two primary sites, Gwinnett County Justice and Administration Center (GJAC) and Gwinnett County Police Department (GCPD) Annex, which have dual high-speed connections to each site. The remote nodes have redundant connections to the core. The County is establishing a disaster recovery (DR) location and Alternate 9-1-1 Center at the Bay Creek District Office.

If applicable, the County requires Cisco network switches for any connectivity between the proposed infrastructure and the County's network. In addition, the County preference is for hyper-converged (HCI) fully virtualized environments. As a result, the proposer should consider this type of architecture when proposing the infrastructure required for the proposed solution.

The current Gwinnett County ecosystem that includes the relevant technologies for this proposal shown in the table below:

<b>Technology Type</b>	<b>Current Technology</b>
On-premises Email Gateway	Proofpoint
<b>Security</b>	<b>Current Technology</b>
Data Loss Prevention	Microsoft DLP
<b>Network</b>	<b>Current Technology</b>
Cloud Email Gateway	Proofpoint
Multi Factor Authentication	Microsoft Azure Cloud
<b>Protocols</b>	<b>Current Technology</b>
Directory Services Standard	LDAP, Active Directory (AD), AzureAD
<b>Hardware</b>	
Server(physical)	HP DL380P Current Gen (G12)
Server(virtual)	VMWare Server 2022
<b>Software</b>	<b>Current Technology</b>
Productivity	Microsoft 365/Windows 11
ERP (Before July 2026)	Oracle Fusion Cloud for Financials SAP for Human Resources Capital
ERP (After July 2026)	Oracle Fusion Cloud (Financials & HR)
Database	Microsoft SQL 2022
Document Repository	FileNet, SharePoint
Email Communications Platform	Microsoft Exchange Online
Internet Browser	Microsoft Edge
Document digitization and workflow	DocuSign
Mobile Device Management	Microsoft Intune

**Table 1 – Technology Ecosystem**

### 3.0 Scope of Services

#### 3.1 Project Overview

The County operates and maintains the Water Resources Laboratory (WRL) for analyzing water, wastewater, and stormwater samples. Daily, the WRL conducts chemical analyses and microbial testing. Annually, the WRL performs over 44,000 analyses, totaling over half a million data entry points. This testing is being conducted to comply with the various regulatory laws, such as the Clean Water Act (specifically, National Pollutant Discharge Elimination System (NPDES)) and the Safe Drinking Water Act (SDWA).

The WRL staff include scientists, analysts, interns, quality assurance/quality control staff, and management, totaling nineteen (19) employees. The WRL has a state-accredited water microbiological lab and employs fifteen (15) state-licensed Water Laboratory Analysts. The WRL's wastewater lab is served by sixteen (16) state-licensed Wastewater Laboratory Analysts. The County currently utilizes an on-premises version of a LIMS, Accelerated Technology Laboratories Sample Master, Version 10 (v10.5.0.2). This application is critical for the management of daily operations such as work scheduling, inventory, calculations, QA/QC, data entry, archival data, trend analysis, sample preparation logs, sample preparation labels, unique data identifications, audit trail, and instrument management. The application maintains compliance data and must exceed requirements for data storage, controlled access, and security. Accelerated Technology Laboratories Sample Master is administered by a Water Resources on-site support team designated to assist in minimal support tasks.

Existing System Configuration:

Application Server – VMware Virtual Machine Server 2019 and SQL 2019

Development Server – VMware Virtual Machine Server 2019 and SQL 2019

LIMS Software Application – Accelerated Technology Laboratories Sample Master Version 10 (v10.5.0.2)

The County invites qualified service providers to submit proposals for a comprehensive Laboratory Information Management System (LIMS). The County's desire and expectation is that the proposed solution enhances accuracy and productivity for the Water Resources Laboratory. The County anticipates selecting a processing solution that meets the optimal number of its functional specifications with standard system functionality at the best value for the County

The LIMS must be fully capable of immediate (out-of-box) implementation with full functionality except for configuration items. The system should not require service provider customization.

The selected solution will consist of at least the following.

1. All software for a complete and operable system
2. Installation, on-site testing, and startup
3. Warranties, maintenance contracts, and support services
4. Training
5. Project Management
6. Data Migration

7. Instrument Parsing Setup and Support
8. Electronic integration with Hach WIMS, ARCGIS, and CMMS.
9. Geofencing capability to tag distribution system sampling locations within a 15-meter radius.

The successful solution will include not only the software solution, support and technical services, but also the maintenance, professional services, training, project management, implementation, and support as described in this request for proposal.

Conceptually, the proposed solution should include, but not be limited to, the capabilities/ components listed above. The functions listed throughout this proposal should all work together to provide a comprehensive, well-integrated and scalable solution for the WRL.

### **3.2 Component Systems**

The County expects the service provider to provide all the components necessary for a fully functioning solution for each solution component and the collective solution of all those components working together as a single solution. The service provider is responsible for providing a single solution response that is complete and meets all requirements. The level of integration between major system components will be a proposal evaluation factor. The County anticipates that in a proposed solution with components from different sources, the service provider will act as the system integrator and be responsible for overall implementation, any internal interfaces required, testing, training, and maintenance support of the complete solution.

The County anticipates selecting a processing solution that meets the optimal number of its functional specifications with standard system functionality.

The service provider shall provide support and technical services that meet the specific minimum requirements.

#### 4.0 Proposal Requirements

The proposal response shall provide information necessary for the County to evaluate the qualifications, experience, and expertise of the service provider to provide the requested functionality and services.

The service provider is to make a written proposal that presents an understanding of the work to be performed. The proposal is to demonstrate and provide evidence that the service provider has the capabilities, professional expertise, and experience to provide the necessary services as described in this solicitation. The service provider is to ensure that all information required herein is submitted with the proposal. An authorized representative of the service provider shall sign the proposal. All information provided is to be verifiable by documentation and demonstration requested by Gwinnett County.

To enhance the evaluation process and provide each service provider with an equal opportunity for consideration, all service providers should adhere to a standardized technical proposal format outlined in this proposal. Responses are to be as thorough and detailed as possible so that the County may properly evaluate the service provider's capabilities to provide the required services. Responses must be received in both electronic and written formats. Submit all electronic files on a virus-free USB drive. Elaborate brochures or presentations beyond what is needed for a complete and effective proposal will not be considered and are discouraged. Elaborate artwork, expensive paper, visual and other presentation aids are not required. Service providers are to respond clearly and concisely to all questions without referring to preprinted materials (unless the proposal specifically requests the service provider to do so) as a response.

Service providers are encouraged to submit clear and concise responses, and excessive length or extraneous information is discouraged. To help us evaluate and select a service provider, please address the specific issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged. Proposers should not submit website links in lieu of written responses. Website links and any information contained within may not be reviewed or considered by the County.

## 5.0 Proposal Evaluation Process

The County's evaluation process will use the criteria outlined below to identify the solution that best meets the County's business and operational needs, is offered at the best value, and is submitted by a service provider with expertise and a proven implementation track record for delivering successful systems. The 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.

For any sections that have required questions to answer, please label the question with the corresponding number, re-state the question, and then answer it.

## 5.1 Selection Criteria

Selection of the successful service provider will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on assigned evaluation points using the following minimum selection criteria.

### Part I Responsiveness

**Responsiveness:** The service provider's ability to follow the proposal preparation instructions outlined in this solicitation including the failure to return required pages, missing signatures, missing documents, etc.

- A. This section of the proposal response should be identified as "**SECTION 1 – RESPONSIVENESS**" and include the items listed below in the order indicated below.
  - a. Cover Sheet, first page of the proposal response, to include the following at a minimum:
    - i. Request for Proposal Number and Name.
    - ii. The company submitting the proposal response (service provider).
    - iii. Date of Submission.
    - iv. Point of Contact (service provider).
  - b. Table of Contents that includes all major response headings and page numbers. Note: all pages in the proposal response should be uniquely numbered.
  - c. Cover Letter/Executive Summary, to meet the following at a minimum:
    - i. On company letterhead.
    - ii. Signed by a person with the corporate authority to enter into any contract which results from the proposal.
  - d. Executive Summary, to meet the following at a minimum:
    - i. Overview of service provider company and all partners that make up the proposed solution.
    - ii. List of products/modules that make up the complete proposed solution.
  - e. Acknowledgement that service provider has reviewed and understands Background and Current Environment.
  - f. Acknowledgement that service provider has reviewed and understands Background and Current Environment. Gwinnett County IT Security Requirements.

## **Part II Experience & Qualifications**

This section of the proposal response should be identified as “**SECTION 2 – EXPERIENCE & QUALIFICATIONS**” and include the items listed below in the order indicated below.

**Experience:** (Past performance) Experience as evidenced in the response. This includes, but is not limited to, experience providing similar services to similar municipal customers. Experience and performance of the service provider and proposed personnel on applications similar or larger in size and complexity, including such factors as quality of work, control of cost and ability to meet time requirements and ability to meet the objectives of the project.

**Qualifications:** (Ability to provide the solution) Specific information on the service provider’s resources and ability to deliver the required services, providing specific approach/plans (implementation, data conversion, testing, training, cutover) to be used to perform the services. Background on the service provider such as the number of years in business and past major projects completed.

The service provider and all partners that make up the proposed solution will use the response to this section to share information related to their experience and qualifications that will be used to evaluate their ability and willingness to provide the proposed solution in the manner required by the County. The service provider is encouraged to provide any additional information to help supplement their response provided it is directly related to this subject and not marketing or sale material or content.

### **Identification information**

The service provider must submit a solution that meets the functional requirements and other criteria outlined in this request for proposal.

Identify the prime service provider information and explain if there are any subcontractors, partners, and parties that are part of the proposed solution. This should include the information listed below at a minimum.

1. Service provider’s full company name.
2. Service provider’s organizational structure (individual, partnership, or corporation; private or public; profit or non-profit).
3. Service providers headquarters location address and telephone number (must be US-based).
4. Service provider’s location address that will be directly responsible for delivery of the proposed solution
5. Month, day, and year founded. Name of parent firm (if any) and name of affiliates or subsidiaries (if any) that may be involved in providing the services.
6. The service provider shall demonstrate the ability, including staff, resources, and project experience, to facilitate LIMS, including upgrades and integrations with other County systems listed within one year of the project start date.
7. Total number of technical personnel. List professional qualifications and specialized experience of team implementing solutions of similar scope and magnitude (e.g., specifically with respect to large organizations and government agencies).

**Past performance information**

The service provider and all partners that make up the proposed solution will use the response to this section to share information related to their experience and qualifications that will be used to evaluate the service provider's ability and willingness to provide the proposed solution in the manner required by the County. The service provider is encouraged to provide any additional information to help supplement this response provided it is directly related to this subject and not marketing or sale material or content.

1. Provide a summary of the service provider's company history. This should include the information listed below at a minimum.
  - a. Dates of inception to present
  - b. Timelines associated with all acquisitions and changes.
2. Provide the following information regarding the service provider's size.
  - a. The total number of full-time employees. (Include a breakdown of how many at the location serving this project and how many elsewhere.)
3. The total number of locations. (Include a breakdown of US versus non-US.)
4. If the service provider had a contract terminated for default during the past three (3) years, please disclose it along with the service provider's position on the matter(s). If the service provider has experienced no such terminations for default in the past, indicate as such.
5. Has the service provider's company ever been party to a buy-out, merger, or company acquisition? If so, explain.
6. Has the service provider's or any service provider employee ever been named in litigation and/or arbitration related to the service provider's products, services, or for any security breaches? If so, explain.
7. Are there any current or past lawsuits against the service provider's company by current or former clients?

The service provider shall be a manufacturer of the major items of the proposed LIMS product. The LIMS must be an established system, which has been in use for a minimum of five years but is not near the end of its functional life. Ideally, the system must have been installed and operated in at least 5 laboratories comparable to the WRL for at least 3 years. The service provider must have experience in, and provide evidence of, the successful completion of at least three projects of similar size and scope since the inception of the current version of the software

The service provider must produce required deliverables as demonstrated by examples of previous works in three past municipal installations and submit project documentation and examples for clients of a similar size and complexity that meet the requirements of scope and service including the capacity to achieve the project goals, objectives, and vision.

**Financial condition & bank references**

The service provider must submit evidence of their financial condition through bank references, financial statements, and other verifiable means. The information in this section provides basic required service provider information.

1. Provide a copy of the service provider's latest audited financial statements. If audited financial statements are not disclosable, then include information that can be used to get a clear and realistic understanding of the service provider's financial standing.

**Service provider's customers**

The service provider must include a list of the service provider's current customers within the United States that are using the proposed solution. Include the customer's name, size of the implementation and years in service.

1. List Governments/Agencies that are using the proposed solution.
2. How many government agencies with more than 500,000 residents are using the proposed solution?
3. How many government agencies in the state of Georgia are using the proposed solution? Provide a list of agencies utilizing the solution that are located within a 50-mile radius of Atlanta, Georgia.

### **Part III Water Resources Laboratory System Requirements**

Service providers shall indicate how the service provider can satisfy the County's business needs, system requirements, and identify the capabilities available in the proposed solution as defined in this section. This section of the proposal response should be identified as "**SECTION 3 – WATER RESOURCES LABORATORY SYSTEM REQUIREMENTS**" and include the items listed below in the order indicated below.

In this section, provide specific information including how the features and functions work, the architecture, supportability, and overall robustness of the solution, as well as an overview of the complexity and flexibility of the solution and how scalable it is.

The service provider must clearly demonstrate an understanding of the County's objectives and vision in the proposed solution and the ability to meet the County's requirements.

The WRL system requirements of the LIMS are the basic functions of aspects that the software application should be capable of performing. Functionality is outlined in the following sections, 3.1-3.11.

For each of the items listed below, the service provider should respond as "Fully or Partially Compliant" to a requirement along with an explanation, or it will be scored as "Not Available". Service providers are encouraged to provide as much detail as possible if alternative functionality/capabilities are available that partially or alternatively meet the identified functional requirement.

The service provider should indicate to what level the proposed solution provides the functionality, feature, and use indicated. Service providers should indicate one of the options listed below for each requirement. Failure to do so will result in that requirement being scored as though it is "No – Does not meet".

- YES – Fully meets – the service provider's solution will provide the described functionality in the system delivered to the County if the service provider's solution is selected.
- YES – Partially meets – the service provider takes exception to the specification and must explain the reason for the exception as directed in the column Response Notes.
- NO – Does not meet – the service provider's current production system is not capable of performing the function as listed in the requirement and will not be delivered in a system if the service provider's solution is selected.
- The service providers requirement responses must coordinate requirement numbering.

**3.1 Laboratory Operations** – The requirements associated with laboratory operations include, at a minimum:

- Processing sample requests
- Sample collection
- Sample receipt
- Unique Sample identification
- Solution creation and control
- Sample tracking and related information
- Sample analysis
- Chemical and equipment maintenance and calibration

**3.2 Offsite/Field Operations** – The requirements specific to Distribution (ZONE, Water Quality Parameter, etc.) sampling include, at a minimum:

- Secured off-site sample data entry
- Geofencing within 15 meters of site locations
- Integration with mapping applications (ARCGIS, CentralSquare EAM, etc.)
- Configurable bench sheet creation

**3.3 Quality Control** – The requirements specific to confirm QA/QC parameters specified by EPA/ EPD and Standard Methods to address the following areas:

- Legally defensible data
- Control chart creation
- Data Qualifiers
- Method detection limit monitoring
- Corrective action creation and documentation
- Standard operating procedures
- Branded bench sheet creation

**3.4 Laboratory Management** – The requirements specifically related to the following:

- Sample scheduling
- Labels for samples and solutions
- Chain of Custody- Creation and storage
- Personnel scheduling and resource planning
- Assessing productivity
- Instrument data entry
- Electronic bench sheet (upload and print)
- Batch data upload
- Completeness of results
- Supply Inventory
- Personnel training/certification

**3.5 Monitoring and Control** – The requirements specific to monitoring and control require a LIMS to address the following areas:

- Sample tracking and status
- Data validation and approval
- Analytical batch requirements
- Result parameters defined by site and test
- Data archival

**3.6 Reporting and Communication** – Information is used for regulatory compliance, trending, scientific support, and comparative analysis. The reporting requirements include access to reliable data and communicating information in written, graphical, and electronic formats.

- The service provider should provide report configuration and report training for the WRL via Crystal Reports/Power BI or a similar application.
- Hach WIMS and CentralSquare EAM will need to access data remotely on set at scheduled times.
- Outsourced analyses will require batch uploading.
- Optional: Email of report to clients post final data approval.

- The software must have the ability to hold historical or archive information and allow users to retrieve within a certain timeline.

**3.7 Data Capture** - The LIMS must be capable of the methods of data capture listed below and be capable of being interfaced with the WRL's current instrumentation (listed below). The service provider must describe how future instrument acquisitions by the WRL are interfaced with the LIMS.

- Manual data entry
- Batch upload entry
- Automated instrument entry
- Electronic data imported from external systems
- Contract laboratory data
- Excel spreadsheets
- Barcode scanners and barcodes
- Optical scanner
- QR code scanner

Equipment Type	Manufacturer and Model
Analytical Balance	Mettler PC2000 balance
Total Organic Carbon (TOC)	Shimadzu L CSH
Ion Chromatography	Metrohm 930 Compact IC Flex
Benchtop Nephelometer	Hach TU5200
Spectrophotometer	Hach 6000 and Hach 3900
Fluorometer	Turner Designs Trilogy
Discrete Analyzer	Thermo Fisher Scientific Gallery
Biochemical Oxygen Demand	Skalar BOD Model#21088905-01
Total Phosphorus Spectrophotometer	Shimadzu UV-2600i UV-Vis
Microscope	Nikon Eclipse Ci
Incubator	Walk in unit

**Table 1–Existing Water Resources Laboratory Instruments**

**3.8 Data Export** – To facilitate data modeling, manipulation, and reporting, the system shall include the following features:

- A means for exporting data into an SQL database
- A means for exporting data into Microsoft Excel
- Provisions for fixed format exporting of laboratory analytical results
- Provide the ability to export data in standard file formats (i.e. PDF, CSV, MS Excel, etc.)

**3.9 Calculations** – The LIMS should include provisions for the definition of mathematically derived fields as test results, and within reports. Additionally, the LIMS must:

- Provide a library of mathematical functions, including advanced functions
- Provide an advanced statistical tool
- Allow user-defined functions/calculations
- Allow the manipulation of computations through event triggers

- Provide for trigger for data below the detection level

**3.10 Data Verification** – The LIMS should be capable of multiple levels of data validation. Specifically, the WRL desires electronic validation of data by the analyst or sample collector for each sample batch. In addition, LIMS should provide electronic validation of data by supervisory staff for batches of test results and completed samples. This validation would include:

- Multiple verification statuses (e.g., Pass/Fail, Valid/Invalid, Approved/Not Approved, Questionable, and Arabic numeral). Statuses may be combined for differing scenarios and may be automatically assigned upon data entry
- Multiple Limits checking up to ten classifications or ranges
- Changeable limits with maintenance of historical values
- Compliance with laboratory procedures
- Manual annotation and flagging of questioned data and subsequent resolution by analyst or laboratory management
- Automated sample rescheduling
- Communication of verification status to external systems (e.g., automated exception reports)
- Provide the ability to review data before it downloads

**3.11 Data Population** – The service provider should assist in data population by analyzing the WRL's historical data, identifying LIMS data formats, and providing direction in reformatting or additional data population

## **Part IV Technical System Requirements**

This section of the proposal response should be identified as “**SECTION 4 –TECHNICAL SYSTEM REQUIREMENTS**” and include the items listed below in the order indicated below.

**Technical System Requirements:** The service provider is to specify how the features and functions work, the architecture, supportability, and overall robustness of the solution, as well as an overview of the complexity and flexibility of the solution and how scalable it is.

The service provider is to clearly demonstrate an understanding of the County’s objectives and vision in the proposed solution and the ability to meet the County’s technical requirements.

The service provide is to provide examples of previous works that meet the requirements of scope and service including the capacity to achieve the project goals, objectives, and vision.

If the service provider is proposing a cloud solution, they should have a minimum of five years’ experience in providing cloud hosting and implementation services and provide appropriate supporting documentation to support this.

For each of the items listed below, the service provider should respond as “Fully or Partially Compliant” to a requirement along with an explanation, or it will be scored as “Not Available”. Service providers are encouraged to provide as much detail as possible if alternative functionality/capabilities are available that partially or alternatively meet the identified functional requirement.

The service provider should indicate to what level the proposed solution provides the functionality, feature, and use indicated. Service providers should indicate one of the options listed below for each requirement. Failure to do so will result in that requirement being scored as though it is “No – Does not meet”.

- YES – Fully meets – the service provider’s solution will provide the described functionality in the system delivered to the County if the service provider’s solution is selected.
- YES – Partially meets – the service provider takes exception to the specification and must explain the reason for the exception as directed in the column Response Notes.
- NO – Does not meet – the service provider’s current production system is not capable of performing the function as listed in the requirement and will not be delivered in a system if the service provider’s solution is selected.
- The service providers requirement responses must coordinate requirement numbering.

The service providers requirement responses must coordinate with requirement numbering

The service provider will propose all necessary hardware and software to ensure that the proposed solution provided by the service provider will perform at its optimum capabilities for the users and those that interact with the system.

The County requires that service provider’s response to this proposal include a turnkey system configuration necessary to meet the functional and operational requirements of this proposal consisting of items as outlined below:

- Completed solution component diagram and how it will connect the user and County to the cloud-based solution. – if applicable.
- Databases and database management.
- Operating system software required (device, browser, internet speeds, etc.)
- Servers and backend equipment – if applicable.
- Specifications in size, power consumption, etc. The application must have been developed utilizing standard commercial products.
- Authentication credentials or sensitive data are not allowed to be stored in the service providers code.

#### 4.1 Technical Architecture

- Describe the technical architecture of the solution and how it would be accessible to County users (through a County computer and mobile devices) and by external users or non-users who are interacting with the solution. This must include any, and all bandwidth assumptions and requirements.
- The solution is expected to be browser agnostic and backward compatible to all actively supported browser versions. The service provider must ensure that the solution is upgraded and maintained to this specification during its lifetime. Include a description as to how many versions backward from current is supported.
- Provide a complete solution component diagram that shows solution components.

**4.2 Database** The service provider is also expected to supply database backup and recovery procedures and to provide a mechanism for archiving data to external off-site storage on an annual basis.

### System interfaces and integrations

#### 4.3 Third Party interfaces

- Custom Integration Flows: Ability to create custom integration flows to automate business processes and data synchronization between different systems
- Scalability and Flexibility: Support for scalable and flexible integrations to meet evolving business needs.
- Geofencing capability to tag distribution system sampling locations within a 15-meter radius
- Integrations with
  - WIMS
  - ArcGIS
  - CentralSquare EAM
  - Instruments (see Table 1 – Existing Water Resources Laboratory Instruments)

**4.4 Application Programming Interfaces (APIs):** Ensure robust API capabilities to facilitate seamless integration with third-party applications, providing comprehensive documentation, REST and SOAP support, secure authentication and authorization, real-time data exchange, error handling and logging, API rate limiting, and versioning. Any cost associated with an API must be listed in the cost proposal.

- Describe what APIs are available for integration with third-party tools or internal systems
- Describe how plug-ins or modular add-ons are supported for extending functionality

- 4.5 Custom Integration Flows:** Ability to create custom integration flows to automate business processes and data synchronization between different systems.
- 4.6 Standard Integration flows** List all existing standard interfaces and integrations that are included with the proposed solutions and other productivity tools such as Microsoft Outlook, content management solutions, ERPs, electronic signature solutions etc. Also indicate if the integrations support single or bi-directional data sharing.
- 4.7 Mobile Accessibility** Ability for users to interact with the solution via mobile devices.
- 4.8 Documentation** The service provider must provide documentation to support the software, as well as the WRL business processes pertaining to the software. Any solution tools or utilities that are desirable to tune, test, maintain, or support the systems must be specified in the documentation. Any tailoring or configuring must be documented and delivered to the County. At a minimum, as applicable, the service provider shall provide the County with the following:
- User documentation.
  - Configuration documentation.
  - Interface documentation.
  - System Administration manuals.
  - Application software tutorial.
  - Database setup and maintenance.
  - System documentation.
  - Documentation for web service/interface definitions.
  - First level triaging/trouble shooting for agency helpdesk.
  - Helpdesk supports call escalation process.
  - Disaster recovery documentation.
  - Planned system maintenance and upgrade schedules
- 4.9 Dashboards** Describe the dashboarding capabilities for a basic user. This should include:
- What is presented on a default dashboard upon a user logging in.
  - Any customization options available to the user at what permission level.
  - What is presented on a default dashboard for an established team.
  - How does the dashboard integrate and function with existing work tools such as Microsoft Office 365 and Outlook, etc.
  - How does the dashboard utilize user created workflows
  - Describe the current configuration options that exist for dashboards
- 4.10 Reports** The service provider must provide reports to support the WRL business processes pertaining to the software. Reports must adhere to County branding guidelines.
- Describe what standard and configurable reports are available within the proposed solution
  - Describe how reports can be shared with non-users of the proposed solution.
  - Describe the out-of-the-box reports provided by the solution. This should include:
    - All information available within the report.
    - How the user would export the report, including formats and file types.
  - Describe the process for a user to run a custom, ad-hoc report or the process to request a custom report to be built with the options to run the report i.e. on-demand, scheduled, etc.

**4.11 Analytics** Describe the data analysis capabilities, if any, provided by the solution.

- Explain how users can create visualizations such as timelines, link charts, trend graphs and maps from ingested data.
- Does the solution support automated generation of visualization from structured data?
- Describe the support for automated link analysis and explain how linkages update dynamically as new data is added.

## **Part V Security and Compliance Requirements**

This section of the proposal response should be identified as “**SECTION 5 –SECURITY AND COMPLIANCE REQUIREMENTS**” and include the items listed below in the order indicated below.

**Security and Compliance Requirements:** The ability of the service provider to clearly demonstrate an understanding of the County’s objectives and vision in the proposed solution and the ability to meet the County’s security and compliance requirements. The service provider shall provide a documented and robust Disaster Recovery Strategy. The service provider must include SOC 2 Type II Audits for Cloud based solutions.

The County requires that the service provider proposes a solution that protects against service disruption caused by ransomware, in addition to the traditional Continuity of Business provisions. Such protection could use a tiered replication model where the third-tier synchronization lags behind the near real-time replication of the lower tiers. Alternatively, the approach could also include using an off-line Disaster Recovery model.

The service provider is responsible for providing detailed responses to Interrogatories related to security, respond to all related functional requirements and agree to adhere to the requirements and policies outlined in Section 5 Solution Security and Compliance Requirements. Finally, the proposed solution(s) must be able to comply and work with the end-point protection and other security requirements of Gwinnett County

For each of the items listed below, the service provider should respond as “Fully or Partially Compliant” to a requirement along with an explanation, or it will be scored as “Not Available”. Service providers are encouraged to provide as much detail as possible if alternative functionality/capabilities are available that partially or alternatively meet the identified functional requirement.

The service provider should indicate to what level the proposed solution provides the functionality, feature, and use indicated. Service providers should indicate one of the options listed below for each requirement. Failure to do so will result in that requirement being scored as though it is “No – Does not meet”.

- YES – Fully meets – the service provider’s solution will provide the described functionality in the system delivered to the County if the service provider’s solution is selected.
- YES – Partially meets – the service provider takes exception to the specification and must explain the reason for the exception as directed in the column Response Notes.
- NO – Does not meet – the service provider’s current production system is not capable of performing the function as listed in the requirement and will not be delivered in a system if the service provider’s solution is selected.
- The service providers requirement responses must coordinate requirement numbering.

The system shall incorporate multiple levels of security to allow a supervisory user and several other users with personal profiles. Each user will have privileges based on his/her level of access. At minimum, it is expected that LIMS will provide separable insert, update, delete, and read-only privileges and will restrict access to individual screens, menu items, tables, reports, data validation/approval, and quality control functions. In addition, the system must support the collection of “last user/last updated, date/time stamp” information with every database record. The WRL systems administrator should be able to set security requirements using simple methods.

### 5.1 Single Sign-On (SSO)

- SSO Integration: Enable Single Sign-On integration with existing authentication systems using SAML 2.0, OAuth, or other standard protocols to provide seamless and secure access for users.
- Multifactor Authentication (MFA): Compatible with Microsoft Intra (Azure AD).

### 5.2 Data Security

- Data Security: Implement robust security measures to protect sensitive data.
- Data Storage: It must be stored in the United States in a Private Cloud or an environment established for Government clients.
- Compliance: Ensure the solution complies with relevant regulations and standards.
- Water Resources Laboratory and Infrastructure Sensitive Data. The service provider must be responsible for securing and protecting the following data:
  - **Compliance monitoring and research data:** Any and all results of monitoring for water quality parameters regulated under the Safe Drinking Water Act (SDWA), the Clean Water Act (CWA), or state-specific regulations, and any and all results of monitoring for research purposes.
  - **Critical infrastructure information:** Data pertaining to the specific physical locations of water sampling points, treatment facilities, distribution system components (e.g., intakes, pump stations, storage tanks).
  - **Safety-related analytical results:** Data from investigative analyses conducted to monitor for contamination events, waterborne disease outbreaks, or other public health threats.
  - **Proprietary methods and procedures:** Any analytical methods, processes, or data handling protocols developed by or for the Department of Water Resources.

### 5.3 Disaster Recovery

- Recover Time Objective (RTO) of 12 hours after declaration of a disaster.
- Recover Point Objective (RPO) of 4 hours maximum customer data loss.

### 5.4 Software Updates and Patches

- Regular application updates and patches to ensure the solution remains secure and up to date. Ensure application patches, fixes, and upgrades are included in terms of the contract, including disaster recovery with a multi-physical location hosting requirement.
- Transparent communication between the service provider and the county regarding patches, fixes, or upgrades applied to the application before and after installation is complete.
- Service providers must specify their process/method for providing upgrades.

Below are Gwinnett County's current requirements related to infrastructure and information security. All service providers are required to comment on adherence to these requirements and call out specifically all exceptions or clarifications to that end. If no exceptions are stated, it is assumed that the service provider fully agrees to the provisions listed below

**On-Premises Solution requirements** As part of the proposal response, the service provider may propose an On-Premises solution.

### 5.5 Operating System Compatibility

- Must be compatible with currently supported versions of Microsoft Windows Server.
- Minimum compatibility must include n-1 version from the latest release.

**5.6 Anti-Virus Compatibility**

- Must operate effectively with the County ITS-approved anti-virus solution.
- Heuristic scanning must be enabled with minimal exceptions.

**5.7 Vulnerability Scanning Agent Support**

- Must function properly with the ITS-approved vulnerability scanning agent installed.
- Agent must be configured for weekly scans.

**5.8 Secure Software Development Lifecycle (SDLC)**

- Service providers must describe secure SDLC practices integrated into their development process.
- Documentation must include:
  - Threat modeling methodologies
  - Code review procedures
  - Vulnerability scanning tools and frequency
  - Secure coding standards and frameworks used

**5.9 Permissions and Privileges**

- Service providers must list all permissions and privileges required for installation and daily operation.
- The software must adhere to least privilege principles.
- Administrative access must be limited, justified, and documented.

**5.10 Authentication & Access Control**

- Service providers must outline integration options with County identity systems, including:
  - Active Directory
  - LDAP
  - Multi-Factor Authentication (MFA)
  - Single Sign-On (SSO) via SAML, OAuth, or similar protocols
- Integration must support secure authentication and role-based access control.

**5.11 Public-Facing Authentication**

- Public/Internet-facing applications must:
  - Utilize Active Directory for County staff authentication
  - Be compatible with the County's Multi-Factor Authentication solution
  - This requirement does not apply to logins by County residents.

**5.12 Service providers Access Requirements**

- Service providers must specify if personnel require physical or remote access to County systems.
- All access must:
  - Be governed by formal access control procedures
  - Be subject to audit and monitoring

**5.13 Secure Configuration and Deployment**

- Service providers must provide detailed documentation for secure configuration and deployment.
- This includes:
  - System hardening guidelines

- Encryption settings
- Network security configurations

#### **5.14 Audit Logging and SIEM Integration**

- The software must log detailed audit events.
- Logs must be continuously available for ingestion by a Security Information and Event Management (SIEM) system.
- Manual download or transfer of logs must not be required.

#### **5.15 Patch and Update Schedule**

- Service providers must disclose:
  - Regular patch/update schedule
  - Delivery mechanisms (manual, automated, etc.)
  - Emergency security fix procedures

#### **5.16 Telemetry and Data Transmission**

- Service providers must identify whether telemetry or usage data is transmitted externally.
- If data is sent:
  - Options for disabling or anonymizing data collection must be provided
  - Practices must comply with County privacy policies

#### **5.17 Internet Connectivity**

- Service providers must indicate if internet access is required for:
  - Full functionality
  - Updates
  - License validation
- Offline operation capabilities should be described where applicable.

#### **5.18 Cybersecurity Insurance**

- Service providers must confirm whether cybersecurity insurance is included in support terms.
- Insurance coverage must be sufficient to address:
  - Data breaches
  - Service disruptions
  - Other potential liabilities

#### **5.19 Installation Customization**

- Service providers must confirm whether installation can be customized to meet County security requirements.
- Customization options should include:
  - Encryption configuration
  - Logging and audit settings
  - Access controls
  - Network settings

#### **5.20 Incident Response & Monitoring**

- Service providers must maintain a documented incident response protocol, including breach notification timelines and mitigation procedures.

- Service providers and subcontractors must notify Gwinnett County within 24 hours in writing if a security breach involves:
  - County-owned data, accounts, or systems
  - Software compromised while connected to the County network (including VPN)
  - Any event reasonably expected to impact the County's security posture
- Software solutions must include:
  - Security event detection
  - Audit logging with retention policies

### 5.21 Third-Party Subcontractors

- If third-party subcontractors are used for any reason:
  - They must adhere to the same security and compliance standards as the primary service provider.
  - Their roles and responsibilities must be transparently disclosed.
- All contractual requirements apply equally to service providers and subcontractors.

**Cloud Solution Requirements Standards** As part of the proposal response, the service provider shall state the minimum and maximum bandwidth requirements, as well as other permitted ranges of environmental variations necessary for the satisfactory operation of the proposed solution. The service provider should describe any environmental requirements for all recommended and/or proposed components of the proposed solution. This would include the following (if required):

- The latency between Gwinnett County and the service provider's cloud solution
- Transactional response time ranges that may be tied to service level agreements (SLAs) or invocation of support-related tickets.
- Documented connection speeds up and down, from the service provider's cloud solution

### 5.22 Implementation & Migration

- Service providers must clearly disclose whether Professional Services are required for solution implementation or data migration.
- Any associated costs, timelines, and resource requirements must be documented.

### 5.23 Security & Compliance Certifications

- Service providers must provide a SOC 2 Type II report covering the entire technology stack—excluding inherited reports from infrastructure providers like AWS, Azure, or GCP.
- Solutions must meet relevant compliance standards, including but not limited to:
  - FedRAMP
  - SOC 2
  - HIPAA
  - PCI-DSS
  - CJIS

### 5.24 Personnel & Security Vetting

- Employee Background Checks
- Service providers must perform background checks on employees accessing sensitive County data.
- Must provide evidence of checks upon request.
- Sensitive data includes:
  - Personally Identifiable Information (PII) as defined by Georgia law

- Data regulated by PCI, HIPAA, CJIS, or other legal frameworks

### **5.25 Data Sovereignty & Storage**

- Service providers must disclose the geographic location of data storage.
- Clear policies must be in place for data sovereignty, ensuring compliance with local and federal regulations.

### **5.26 Authentication & Access Control**

- Solutions must support:
  - Multi-Factor Authentication (MFA)
  - Single Sign-On (SSO) via SAML, OAuth, or similar protocols

### **5.27 Data Segmentation**

- County or agency data must be logically or physically segmented from other customers to prevent unauthorized access or data leakage.

### **5.28 Encryption Standards**

- All data must be encrypted.
  - At rest using industry-standard encryption (e.g., AES-256)
  - In transit using secure protocols (e.g., TLS 1.2 or higher)

### **5.29 Backup & Disaster Recovery**

- Service providers must provide:
  - A defined backup frequency (e.g., daily, hourly)
  - A comprehensive disaster recovery plan, including Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)

### **5.30 Incident Response & Monitoring**

- Service providers must maintain a documented incident response protocol, including breach notification timelines and mitigation procedures.
- Service providers and subcontractors must notify Gwinnett County within 24 hours in writing if a security breach involves:
  - County-owned data, accounts, or systems
  - Systems compromised while connected to the County network (including VPN)
  - Any event reasonably expected to impact the County's security posture
- Solutions must include:
  - Security event detection
  - Audit logging with retention policies

### **5.31 Third-Party Subcontractors**

- If third-party subcontractors are used:
  - They must adhere to the same security and compliance standards as the primary service provider.
  - Their roles and responsibilities must be transparently disclosed.
  - All contractual requirements apply equally to service provider and subcontractors.

### **5.32 Data Retention & Deletion**

- Service providers must define:
  - Retention policies for inactive or terminated accounts

- Secure deletion procedures for purging data upon request or contract termination
- Service providers may not share County-owned data (including network diagrams or system information) with third parties unless explicitly authorized.
- Service providers must delete County-owned data at contract termination unless legally prohibited or otherwise authorized.

### **5.33 Service Level Agreements (SLAs)**

- Service providers must offer:
  - Uptime guarantees (e.g., 99.9% availability)
  - Clearly defined SLA terms, including penalties for non-compliance

## **Part VI Implementation and Project Management Requirements**

This section of the proposal response should be identified as “**SECTION 6 –IMPLEMENTATION AND PROJECT MANAGEMENT REQUIREMENTS**” and include the items listed below in the order indicated below.

**Implementation and Project Management Requirements:** The service provider shall have significant and relevant experience with LIMS implementations, including tangible project examples. The service provider must possess a strong proficiency in configuring and troubleshooting databases, as well as managing third-party integrations with the LIMS application. Additionally, they should demonstrate solid application management capabilities to ensure seamless operation and support.

The service provider’s proposed approach for implementing services, including the implementation plan, needs assessment, process mapping procedures, project management methods, training plan, and testing processes, clearly demonstrates the service provider’s understanding of the objectives and requirements.

The service provider, with appropriate involvement from County employees, must perform all tasks required to install and implement the proposed system, including all software installation, service provider-configuration, instruction, professional services, and guidance on user-configuration, testing, training.

- For cloud-based systems, the system will be maintained and updated by the provider as part of the ongoing service agreement.
- On-premises systems will require involvement from Gwinnett County employees for system maintenance and updates.
- The service provider must use Gwinnett County’s Global Protect VPN for remote access to the County network.

**System Testing** – The service provider shall cooperatively develop with the County an acceptance test plan at the initiation of system implementation or specification. The test plan will at a minimum include functional assessments, response time, screen review, report development, data validation, instrument interfacing, barcode equipment, and remote data entry equipment. In addition, the service provider should provide turnkey implementation options for the proposed system

For each of the items listed below, the service provider should respond as “Fully or Partially Compliant” to a requirement along with an explanation, or it will be scored as “Not Available”. Service providers are encouraged to provide as much detail as possible if alternative functionality/capabilities are available that partially or alternatively meet the identified functional requirement.

The service provider should indicate to what level the proposed solution provides the functionality, feature, and use indicated. Service providers should indicate one of the options listed below for each requirement. Failure to do so will result in that requirement being scored as though it is “No – Does not meet”.

- YES – Fully meets – the service provider’s solution will provide the described functionality in the system delivered to the County if the service provider’s solution is selected.
- YES – Partially meets – the service provider takes exception to the specification and must explain the reason for the exception as directed in the column Response Notes.

- NO – Does not meet – the service provider’s current production system is not capable of performing the function as listed in the requirement and will not be delivered in a system if the service provider’s solution is selected.
- The service providers requirement responses must coordinate requirement numbering.

**6.1 Needs Assessment/Process Mapping** – The service provider shall conduct an evaluation of the WRL and configure the LIMS to the characteristics reviewed. This evaluation process must include a process mapping procedure that includes the service provider, WRL, and data users to properly decide on nomenclature, reporting information needed, project-specific information, and guide toward required user-defined fields. The service provider must supply a comprehensive description of the evaluation process that will be performed to comply with this requirement.

**6.2 Project Management** – It is expected the service provider will designate a Project Management Institute (PMI) certified Project Manager (PM) to be responsible for all deliverables and work with the County’s PM to ensure all best practices of project management are applied to all phases for the solution planning, execution, control, and closure of the corresponding solution project.

The service provider will assign Gwinnett County a PMI certified project manager experienced in managing implementation of the same size and complexity as the one proposed for the WRL. The project manager who will be the single point of contact throughout the service provider’s relationship with the County. The County reserves the right to request a change in the project manager if it feels the relationship is not progressing smoothly. The service provider’s project manager will work with a Gwinnett County-provided project manager who will liaise with internal Gwinnett County teams and resources for the delivery of Gwinnett County-owned project tasks.

- The service provider will be responsible for applying sound project management methodologies in the areas of:
  - Project planning
  - Risk management
  - Resource management
  - Project monitoring and reporting
  - Production control
  - Configuration management
  - Quality assurance
  - Test planning and execution
  - Training
  - Implementation methodology
  - Post-implementation support
  - Adherence to Gwinnett County Change Management processes
  - Documentation (technical and non-technical)
- Identify a project manager who will be the primary point of contact with the County for the duration of the project through formal project acceptance.
- Identify all personnel that will be a part of the service provider’s project team.

**6.3 Change Management** – Managing process changes associated with implementing the new systems will be a critical component of project success. The service provider will comply with County Change Management procedures, during implementation and post implementation for all deployments, configuration changes, and system maintenance throughout the lifetime of the solution. The County expects the service provider to work with the County’s Project Team and

agency Subject Matter Experts (SMEs) to identify process changes, provide guidance on implementation strategies that provide maximum benefit to the department, as well as develop training tools and materials to facilitate the transition to the new systems using new business processes.

- Describe the change control and change management process that will be used by the services provider's project management team during the management of the implementation of the proposed solution.

**6.4 Configuration/Training Environment** – The service provider is to provide a combination configuration development/test environment for the proposed solution. This environment is where new features, changes, workflow, forms, etc. can be tried without impacting the training or production environments.

**6.5 Acceptance Tests** – The implementation must include adequate provisions for functional, performance and reliability testing. The County requires service provider involvement in the development and execution of test plans to assure that the systems deliver the expected results. Satisfactory completion of a mutually agreed-upon Acceptance Test for each stage of the implementation is required, as is a Final Acceptance Test in a fully integrated environment, to ensure components work together as intended. The Acceptance Test will include a confirmation of each functional requirement identified as provided in the service provider's proposal, in addition to required performance and reliability acceptance procedures that the County may require.

The County requires three types of acceptance tests: functional, performance, and reliability. The proposed acceptance test strategy must address all three types of acceptance tests.

Acceptance tests will be conducted first on each system component, including all applicable interfaces, independently. Upon acceptance of all systems, a final set of Functional, Performance, and Reliability Acceptance Tests will be performed on the integrated Solution to ensure that all systems work together as intended and at the contracted performance levels.

The County will notify the selected service provider of the successful completion of each test in accordance with task completion requirements in the Statement of Work (SOW).

**6.6 Functional Acceptance Testing Requirements** – The service provider is to include in the proposal response the plan they would use for Acceptance Testing for their solution should they be selected. The service provider is affirming that the final Solution design, Acceptance Test Plan, and System Documentation.

The County will confirm all Solution functionality prior to System Acceptance. Each specific system function agreed to as part of the final contract will be tested and tracked from original documentation, e.g., from proposal to contract, then to Acceptance Testing, by the selected service provider.

During the Functional Acceptance Test, the selected service provider will demonstrate the operation of each proposed feature, function, and interface simulating a live environment based on the test plan that will be approved by the County no less than 14-days prior to the start of functional testing.

- 6.7 Performance/Stress Testing Requirements** – The purpose of the Performance Test is to demonstrate and document, as necessary, the selected service provider’s performance requirements. The Performance Test will be conducted at the successful implementation of each system and again when all systems have been successfully implemented.

To pass the Performance Test, the proposed solution or system must, for 30 consecutive calendar days, perform successfully, in accordance with the performance requirements stated in this proposal.

- 6.8 System Performance and Testing Requirements** – The following performance criteria are provided as a guide in designing the solution and form the basis for acceptance testing of the implemented solution.

- The solution shall conform to the requirements specified in this proposal.
- All inquiry and file maintenance functions shall be performed without adversely affecting system performance and system operations.
- The system shall provide problem-free interoperability for all the hardware and software components specified in this document.
- Users shall not be required to halt system operations during backups or other system administration tasks.
- The service provider will not be responsible for the processing time of external systems when such systems are involved in a transaction. It is understood that factors such as network latency, external system responsiveness, the performance of the network, system load, and any external systems, i.e., queries to state databases, may negatively affect such times and may need to be analyzed as part of the response time determination should an issue with these times occur.
- All responding service providers are expected to outline details describing how they will conduct system testing that meets the requirements outlined above. This includes a description of how each of the following system tests are administered and reported upon:
  - System response times
  - System availability

- 6.9 Reliability Testing Requirements** – The purpose of the Reliability Test, as part of the overall solution acceptance requirements, is to demonstrate the operational capability and reliability of the solution and system components. The Reliability Test will be conducted at the successful implementation of each system component and again when all system components have been successfully implemented. The successful configuration and implementation of a Global Positioning System (GPS) using geofencing technology with a maximum distance for each sample location must be verified through the Reliability Test.

To complete the Reliability Test successfully the following must occur:

- All systems must demonstrate full availability for 30 consecutive days.
- Should any selected service provider-provided hardware component fail three times during the testing phase, the selected service provider will replace the failing hardware component, without charge to the County.
- System performance will continue to meet the functional requirements of the contract, as tested, or verified by County personnel at any time.
- If the solution or any system component falls below the required availability requirement, the Reliability Test will be stopped. At this time, the selected service provider is to correct any

deficiencies in preparation for a retest. If the deficiencies are of such severity that the retest cannot be initiated within 15 days of the initial failure, the selected service provider is to prepare a Correction Plan that details the reason for the failure and proposed correction.

The selected service provider will have three (3) opportunities to complete the Reliability Test over a period of 90 days. All responding service providers are expected to outline details as to how they meet the reliability testing requirements identified above.

**6.10 Application Errors** – Upon notification, the selected service provider will promptly correct malfunctions in any of the covered applications/solution components discovered by the County during the term of this agreement, provided:

- The County provides all information regarding such malfunction that may be requested by the selected service provider and reasonably available to the County as defined in the following error reporting section.
- The County has provided the selected service provider with remote access to the solution as required by the contract.
- All responding service providers are expected to outline details as to how they meet the application errors requirements identified above.

**6.11 Error Reporting** – The County personnel making such a report will describe to support service staff the malfunction in reasonable detail and the circumstances under which the malfunction occurred or is occurring. With the assistance of support service staff members, classify the malfunction based on mutually agreed upon severity levels. The County shall provide all reasonably available information requested by the selected service provider that is necessary to complete its request for technical services. Upon detection of any malfunctions in any of the covered applications, the County shall provide the selected service provider with a listing of command input, resulting output, and any other data, including databases and back-up systems, that the selected service provider may request and is available to reproduce operating conditions similar to those present when the malfunction occurred.

All responding service providers are expected to outline details as to how they meet the Error Reporting requirements identified above.

**6.12 Deployment**

- On-Premises/Cloud Deployment: The solution should offer flexible deployment options, either on-premises or cloud-based.
- Implementation Support: Service provider must provide comprehensive implementation support, including training and knowledge transfer.

**6.13 Data Migration Support** – The service provider must assist with data migration from the existing on-premises environment to the new platform; an on-premises virtual server or privately hosted, government cloud offering ensuring minimal disruption and data integrity.

- This will include data cleanup as defined by the end user.
- Ensure successful entry and archival retrieval of all data.
- Describe the process that will be used to ensure data is migrated without errors and gaps.

**6.14 System Administration (Customizations and Scalability)** – Ability to configure or customize tools to meet business requirements using no code or low code features.

- Describe any, and all programming languages that are used for the development, configuration, and customization of the proposed solution.
- Describe how solution, support, and maintenance issues are reported by the County and then tracked, managed, resolved, and status communicated.
- Describe the service provider's support procedure for the levels of errors. Include a description of how the service provider prioritizes issues, determines response time, logs support calls, tracks incidents, monitors the escalation of problems, diagnoses and corrects problems online from remote locations, and resolves problems.

**6.15 Release Management and Solution Enhancements** – Describe the process for prioritizing and communicating feature enhancements.

- Describe how new features are released.
- Describe how new features and functionality are communicated to customers.
- Do configuration settings carry forward as new features and functions are made available?
- How are workflows and custom templates ensured to be compatible with new features and functions being added to the solution throughout its lifecycle?
- Are standard interfaces updated to ensure they still work when new features and functions are made available?
- What new features and functions are already planned and committed for release in the next 24 months?

**6.16 User Management** – Describe how user management is handled. Describe the process for the following:

- Adding new "licensed end-users", roles, and permissions.
- Deleting access for all types of users.
- Restricting and expanding access for all types of users.
- Describe how the solution supports configurable roles and permissions.

**6.17 Hosting Services** – (including Level 1-3 support). Examples of Level 1-3 support, but not a comprehensive description of services expected to be performed by the service provider, are described below.

- Level 1 – User level support - security groups, front-end error investigation and resolution, workflow, and use case investigation.
- Level 2 – Backend support – restoring PROD to DEV, deeper-level error investigation and resolution, functionality outage, or troubleshooting.
- Level 3 – Infrastructure support for any integrations, technical enhancements, or system features, such as version updates.

**6.18 Licensing** – All software licenses will be included in the cost of the application. The County/WRL will retain the right to add software or supplemental applications to the licensed software and will retain all property rights in the added software or applications. The County/WRL must retain ownership of any and all data entered into the database using the supplier's proposed software system(s) and any other data residing in the database. The use of the software system shall not obligate the County to pay any royalties, user charges, or fees for use of the data. If the County terminates use of the proposed software systems, no fees, charges, or amounts of money will be owed to the service provider for the data. The application must be maintained with a version control system implemented with newer versions issued periodically that address errors in the system and provide enhanced user features. Service providers must specify the process/method for providing upgrades.

- **End User Licenses:** The solution must include at a minimum 15 concurrent end user licenses.
- **Viewing Licenses:** The solution must include 15 viewing user licenses (read-only privileges).
- **Supervisor Licenses:** The solution must include 4 management/supervisor user licenses.
- **Administrator Licenses:** The solution must include 2 administrator user licenses.

Each user will have privileges based on his/her level of access. At minimum, it is expected that LIMS will provide separable insert, update, delete, and read-only privileges and will restrict access to individual screens, menu items, tables, reports, data validation/approval, and quality control functions. In addition, the system must support the collection of "last user/last updated, date/time stamp" information with every database record. The WRL systems administrator should be able to set security requirements using simple methods.

## **Part VII Training and System Support Requirements**

**Training and System Support Requirements** The service provider shall provide training and support options for the proposed system

This section of the proposal response should be identified as **“SECTION 7 –TRAINING AND SYSTEM SUPPORT REQUIREMENTS”** and include the items listed below in the order indicated below.

For each of the items listed below, the service provider should respond as “Fully or Partially Compliant” to a requirement along with an explanation, or it will be scored as “Not Available”. Service providers are encouraged to provide as much detail as possible if alternative functionality/capabilities are available that partially or alternatively meet the identified functional requirement.

The service provider should indicate to what level the proposed solution provides the functionality, feature, and use indicated. Service providers should indicate one of the options listed below for each requirement. Failure to do so will result in that requirement being scored as though it is “No – Does not meet”.

- YES – Fully meets – the service provider’s solution will provide the described functionality in the system delivered to the County if the service provider’s solution is selected.
- YES – Partially meets – the service provider takes exception to the specification and must explain the reason for the exception as directed in the column Response Notes.
- NO – Does not meet – the service provider’s current production system is not capable of performing the function as listed in the requirement and will not be delivered in a system if the service provider’s solution is selected.

The service providers requirement responses must coordinate requirement numbering.

**7.1 Training** – The service provider should provide both a training environment for all solution components, as well as the necessary and sufficient training for County personnel as part of the implementation. Training for County personnel (system administrators, users, and support personnel) must be delivered directly by the service provider’s training staff to these target audiences. On-site and virtual training is required for end users, backend support. Written documentation and training video supplementation can be added but cannot be used in lieu of onsite training.

Sufficient training is defined as that level of training that enables the end-user to proficiently perform the duties associated with the utilization of the system or, for system administrators, maintenance of the system. The service provider is required to provide a fully documented training plan for all proposed software.

- Does the service provider provide refresher training? If yes, describe what refresher training is available?
- Does the service provider provide any online training options?

**Personnel Requiring Training** Gwinnett County Water Resources anticipates about 40 total trainees for this solution – a combination of end users and administrators. During the implementation process, the County and service provider will work together to define the final numbers.

- Describe how general support skills are transferred to the County technical support personnel for knowledge sharing.

**7.2 Training Types** – The County recognizes that the involvement, understanding, and commitment of employees are essential to the successful implementation of the proposed Solution. As such, County employees will participate in all key process design and configuration decisions. In preparation for that process, the service provider shall provide a foundational level of training for the County. The service provider can propose a “train the trainer” approach, however that must be clearly stated and described in the response to ensure it meets the steps outlined below.

**7.3 Training Materials** – All training materials must meet the following requirements:

- Training materials should be provided two (2) weeks before the start of any training course.
- Training materials must be for the version of the solution that will be deployed.
- Training materials should reflect adult learning principles, and all training sessions should include a demonstration of knowledge and skills transferred by the people being trained.

Additionally, the selected service provider is to provide a configuration/training system that will allow users to simulate live operations for all proposed system components without degrading solution performance.

All responding service providers are expected to outline details as to how their training materials and environment meet the requirements identified above.

**7.4 Post-cutover Support** – The selected service provider and its implementation team, with appropriate involvement from County employees, must provide ongoing support for the 30-day reliability test period starting after the date of successful proposed solution implementation in the production environment. Upon completion of the 30- day reliability test period, if there are no outstanding issues, the County will provide formal acceptance of the solution.

All responding service providers are expected to outline details as to how they meet the post-cutover support requirements identified above

**7.5 Technical Support** – The County expects that a maintenance and support agreement will be offered and that the maintenance and support will be included in the pricing of the solution units. Support availability of eleven (11) hours per day (7am - 6pm EST), five (5) days per week (Monday - Friday) is required for the proposed solution. The service provider’s proposed support agreement is to be included in the response and designate priority levels for system errors and include a guaranteed response time for each priority level. Additionally, the support agreement should define the role of the service provider’s helpdesk for support.

The service provider shall describe its technical support services, including the following:

- Telephone support
  - Level of technical support
  - Days and hours of service with a live service agent

- Response time
- Any associated hourly/per-occurrence charges
- Web-based support
  - Level of technical support available online
  - Response time
  - Any associated hourly/annual charges
  - Chat with a live service agent availability
  - Remote into the system with customized user access
    - Zoom, Teams, etc.
    - Vendor portal via Virtual Private Network (VPN)
    - Escalation services offered
- Other Support Services Offered
  - On-site support
  - Internet support
  - Bulletin Board
  - User Groups
  - Newsletter
  - Other support services offered
- What is the service provider's policy regarding support of third-party components included in the proposed system?
  - Has service provider ever dropped support of a third-party component? If so, what is the service provider's procedure for doing so and how much notice is given to customers?
  - Describe how the co-managed support for the solution's third-party components that are required to be provided by the County.

**7.6 Warranty** The entire solution as proposed by the service provider shall include a first-year warranty for service provider-supplied hardware and software for a minimum of twelve (12) months after the formal Final System Acceptance date. The warranty is to include all system and application software updates, enhancements, and refinements, as well as all professional services necessary to support the software. The warranty is to conform to contractually agreed specifications and protect against any defects or damage caused by manufacturers, service providers, or proposed subcontractors, in the solution's equipment or software.

Additionally, the service provider will warrant its responses to the functional requirements included in their proposal response and any other element of their proposal and will agree to attach its proposal response to any contract reached with the County. The warranty will guarantee the County remains whole and has a fully operable LIMS.

- Include a copy of the service provider's standard warranty.
- If the service provider's response does not include a minimum first-year warranty commencing at final System Acceptance, explain.

### **Part VIII References**

This section of the proposal response should be identified as “**SECTION VIII – REFERENCES**” and include the items listed below in the order indicated below.

**References** The quality of references and their feedback will be taken as further indication as to the service provider’s ability to provide, implement, and support the solution they are proposing to the County.

Please complete and return the enclosed references sheet to complete this section. The County will gather feedback from each reference as part of the evaluation process. It is the responsibility of the service provider to verify that the contact information provided is accurate.

Each service provider is to provide a minimum of three (3) references for projects similar size and scope that meet the following criteria:

- Successfully implemented the proposed solution.
- Project(s) has been completed within the past five (5) years.
- The reference(s) are for organizations of the similar size and complexity as the County.

### **Part IX Cost**

**Cost** (to be submitted in a separate sealed envelope) The cost proposal should not be included in the technical portion of the submittal; it should be submitted in a separate sealed envelope. Provide the proposed cost for the technical services offered using the attached Proposal Fee Schedule.

### **Part X Optional Demonstration**

**Optional Interview/Demonstration:** The service provider’s solution capabilities and response to oral questions will be considered an indicator of the robustness of the proposed solution and the service provider’s ability to meet the functional requirements in a manner that is seamless and consistent with the County’s vision, processes, and timelines. At the County’s discretion, product demonstrations prior to making a final selection may be required. The demonstrations will follow a County-structured format. Product demonstrations will be conducted on a currently operational, i.e., production version, of the total solution that is being proposed.

**Selection Procedure**

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with those criteria's values weighted as shown

Tab	Criteria	Points
<b>Part I</b>		
I.	Responsiveness	5
II.	Experience and Qualifications	10
III.	Ability to Meet Water Resource Laboratory Requirements	25
IV.	Ability to Meet Technical Requirements	15
V.	Ability to Meet Security Requirements	15
VI.	Implementation & Project Management Requirements	10
VII.	Training and Support Requirements	5
VIII.	References	5
<b>Part I Sub-Total Points</b>		<b>90</b>
<b>Part II</b>		
IX.	Cost (in a separate sealed envelope)	10
<b>Part I &amp; II Sub-Total Points</b>		<b>100</b>
<b>Part III</b>		
X.	Optional Demonstration	20
<b>Total Points</b>		<b>120</b>

**Part I** – Initially, proposals will be evaluated based on relative responsiveness to the criteria described above and will be scored based on the point values as shown. Please note that references and subsequent reference checks are a required component of Part I scoring.

**Part II** – Service providers may be short-listed for further consideration. The Proposal Fee Schedules of the short-listed service providers from Part I will be opened, reviewed, and scored with the lowest cost receiving the most points and the other service providers receiving proportional points based on the differences in proposal costs.

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

Upon shortlisting data will be provided to the service provider for a realistic demonstration of the capabilities of their proposed solution. The demonstration must include WRL processes, reporting, data entry (manual and electronic), ease of use, configuration, data integrity, and QA/QC tools.

- If interviews are necessary for selection, details on the scoring criteria for interviews will be provided along with notification of the scheduled interview.
- All presentations/interviews will be the sole responsibility of the proposing companies and at no cost to the County.
- If an agreement with the highest-ranked service provider cannot be reached, the County may then negotiate with the second-ranked service provider and so on until a satisfactory agreement has been reached.

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

**REFERENCES**

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

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

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

**Service Provider Name** \_\_\_\_\_

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

Service Provider Information Page

The services to be performed under this Agreement shall commence upon final execution of the contract document.

Certification Of Non-Collusion In Bid Preparation \_\_\_\_\_

Signature

Date

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

Service Provider has examined the proposal package, and following addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Service providers 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.

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail address \_\_\_\_\_

GENERAL CONDITIONS  
To Service Provider AGREEMENT

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 the 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 the 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 providers 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

2.2.1 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 compensations.

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 the 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 scheduler 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 COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

#### 9 SERVICE PROVIDERS 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 PROVIDERS 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 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 herein above 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 GWINNETT 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 as stated in the Bid Proposal.

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 as stated in the Bid Proposal.

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 as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable 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.

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 subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any

subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 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 subservice 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 CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The 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.

**RP035-25****Provision and Implementation of a Laboratory Information Management System on a Multi-Year Contract**

This **CONTRACT** made and entered into 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:**

The services to be performed under this Agreement shall commence upon execution. The initial term of this Agreement shall be through December 31, 20\_\_\_. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of five (5) years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

**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. TERMINATION FOR FUND APPROPRIATION:**

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

**9. 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 subservice provider, providing that the foregoing provisions shall not apply to

contracts or subservice providers for standard commercial supplies of raw materials.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)



**RP035-25, Provision and Implementation of a Laboratory Information Management System on a Multi-Year Contract** **Page 55**

**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 vendor, 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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at [GwinnettCounty.com](http://GwinnettCounty.com)



**RP035-25, Provision and Implementation of a Laboratory Information Management System on a Multi-Year Contract** **Page 56**

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

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

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

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**For Gwinnett County Use Only:**

**Document ID #** \_\_\_\_\_

**Issue Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

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



GWINNETT COUNTY  
 FINANCIAL SERVICES | RISK MANAGEMENT  
**PROFESSIONAL SERVICES**  
**INSURANCE REQUIREMENTS**  
**(FOR PROJECTS LESS THAN \$5,000,000)**

**Insurance:**

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor's/Vendor's Certificate of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification or non-renewal of any insurance policy listed on Certificate. Upon request, Contractor shall provide the County with certified copies of all required insurance policies.

**A. Minimum Coverage**

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.)
- Primary and Non-Contributory Endorsement to be specified in writing
- Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- Contractual Liability
- Broad Form Property Damage
- Severability of Interest
- Underground, explosion, and collapse coverage
- Personal Injury (deleting both contractual and employee exclusions)
- Incidental Medical Malpractice
- Hostile Fire Pollution Wording
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned,

- non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker’s Compensation & Employer’s Liability Coverage to include:

Workers Compensation Employers Liability	Georgia State Statutory Limits
Bodily Injury by Accident – Each Accident	\$ 500,000
Bodily Injury by Disease – Policy Limit	\$ 500,000
Bodily Injury by Disease – Each Employee	\$ 500,000

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (higher limits may be required depending on the extent of contract):

Each Occurrence and Aggregate Limit	\$1,000,000
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- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Builder’s Risk Insurance or Installation Floater Insurance (with the exception for work where the County secures project Builders Risk):

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia (“Insurance Commissioner”), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

Property Insurance:

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of the Contractor’s work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Professional Liability (Errors and Omissions):

Claim/Wrongful Act: \$1,000,000 limit of insurance

General Aggregate: \$2,000,000 limit of insurance

- In the event that any professional liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

Pollution Liability Insurance: Applies if scope of work requires the handling and/or transportation of hazardous materials including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law. Could add "or scope of work involves grading, concrete, de-watering, underground utilities, exterior insulation and finish systems (EIFS); fire protection; HVAC; plumbing; roofing; exterior siding, stucco, or skin of any type, flashing, installation of skylights, windows, storefronts, or exterior doors; waterproofing, exterior sheet metal; rough carpentry; or any other trades as The County may designate", then the following Pollution Liability Insurance shall meet or exceed the following minimum requirements:

Per Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an "Occurrence" basis or on a "Claims Made" basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.
- Gwinnett County and their respective officers, directors and employees, and any other parties required by The County shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose.
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.

Crane Insurance: Applies if any work to be performed involves the use of any owned, leased, chartered, or hired crane of any type:

Occurrence Limit	\$5,000,000
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- Evidence of coverage in the form of a Certificate of Insurance shall be provided to The County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional

- Insureds.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger’s Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care.

Crime or Fidelity Insurance:

- |                    |             |
|--------------------|-------------|
| Limit of Insurance | \$1,000,000 |
|--------------------|-------------|
- The Contractor shall maintain employee dishonesty and computer fraud coverage including, but not limited to, dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor’s supervision or control.
  - Contractor shall be liable for money, securities, or other property of County
  - Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.

Cyber Liability Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive data, including but not limited to personally identifiable, health, or payment card data or the related hosting of database(s) or internet site(s):

- |                              |             |
|------------------------------|-------------|
| Limit of Insurance per Claim | \$1,000,000 |
| Aggregate Limit              | \$1,000,000 |
- The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
- If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
- The Contractor shall (or shall require aircraft owner or operator) to hire,

employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.

- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an additional insured on General Liability, Auto Liability, Umbrella Liability, Pollution, Crane and Aviation (if applicable) policies.
- C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
- D. Certificate Holder should read:  
Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 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-10 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non- admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

\*See above note regarding Professional Liability

- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.
- H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor will state that it is primary over any insurance program carried by the County.
- J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. 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.
- K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as a to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved

substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

- L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- N. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the contractor or their insurer relating to a County project shall be made available to the County upon its request.
- O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

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

**RP035-25**

**BW**

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

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE

**GWINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION  
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

**\*\*\*ATTENTION\*\*\***

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

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

**I. PREPARATION OF SUBMITTAL**

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

**II. DELIVERY**

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

**III. EXPLANATION TO VENDORS**

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

**IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS**

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

Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.

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

**V. WITHDRAWAL DUE TO ERRORS**

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

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

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

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

**VI. TESTING AND INSPECTION**

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

**VII. F.O.B. POINT**

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

otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. PATENT INDEMNITY**

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

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

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

#### **X. DISCOUNTS**

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

#### **XI. AWARD**

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.

- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

## **XII. DELIVERY FAILURES**

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

## **XIII. COUNTY FURNISHED PROPERTY**

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

## **XIV. REJECTION OF SUBMITTALS**

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

## **XV. CONTRACT**

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the

parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

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

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

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

#### **XVI. NON-COLLUSION**

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

#### **XVII. DEFAULT**

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

their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. SUBSTITUTIONS**

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

**XXI. INELIGIBLE VENDORS**

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

**XXII. PENDING LITIGATION**

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

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible

Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

**XXV. AMERICANS WITH DISABILITIES ACT**

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

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

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

**XXVII. TAX LIABILITY**

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

**XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION**

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

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the

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

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

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

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

**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state

domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. §36-84-1)**.

#### **XXXII. INDEMNIFICATION**

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

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

#### **XXXIII. CODE OF ETHICS**

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

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible

criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

#### **XXXIV. ELECTRONIC PAYMENT**

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

A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: [vendorelectronicpayment@gwinnettcounty.com](mailto:vendorelectronicpayment@gwinnettcounty.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.

B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

#### **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. **The Purchasing Division is located on the fourth floor of the Charlotte J. Nash Building. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED.**