



May 20, 2026

**REQUEST FOR PROPOSAL
RP022-26**

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 PM local time on June 15, 2026**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened, and only names of submitting service providers will be read at 3:00 PM. Please use the link found [here](#) to join, or by dialing 1-323-676-6170. **Access Code is: 736 648 12#**. Apparent bid results will be available the following business day on our website.

Questions regarding proposals should be directed to Dana Garland, Purchasing Manager at Dana.Garland@GwinnettCounty.com or by calling 770-822-8723, no later than **June 2, 2026**. Proposals are legal and binding upon the vendor when submitted. **One single sided unbound original, five (5) 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 and companies submitting a proposal will be notified via email.

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

Dana Garland, CPPB, FOII, NIGP-CPP
Purchasing Manager

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 Department of Water Resources (DWR). The solution will enhance the County's Water Resources Laboratory (WRL) management capabilities and grow with its needs.

The WRL is interested in a Software as a Service (SaaS/Cloud) solution. Cloud-based systems must have a proven track record providing LIMS to a laboratory serving large water utilities or similarly complex and comprehensive testing facilities. The system must also provide key features, including regulatory compliance, workflow and sample management, instrument integration, mobile sample tracking, cloud-based accessibility, and quality assurance/quality control features compliant with 40 CFR 136, 141 and 143.

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 demonstration (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 (Part V) provided in the solicitation with any exceptions being itemized and explained in detail.

Service Provider Name

2.0 Background and Current Environment

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

The DWR distribution system contains 4,110 miles of water pipe, 282,447 meters, and serves approximately one million residents. As the laboratory supporting DWR operations, the WRL is responsible for sampling, testing, and reporting on many aspects of the permits required for the operation of this utility. It is the goal of the WRL to utilize a secure proven information management system to holistically track, report, and maintain data for permit-related requirements.

The County operates and maintains the 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). WRL is currently supported by up to 15 subcontracted specialty laboratories on an as-needed basis.

3.0 Scope of Services

3.1 Project Overview

The WRL staff include state-licensed scientists, analysts, interns, quality assurance/quality control staff, and management, totaling nineteen (19) employees. The WRL has two primary testing functions, operating as a state-accredited water microbiological lab and a state-compliant wastewater lab. 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 proposed 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, including printed materials and an in-person trainer
5. Project management
6. Data migration
7. Instrument parsing setup and support
8. Integration with external solutions that currently support the WRL - electronic integration with Hach WIMS and ARCGIS
9. Mobile capability to document and upload distribution system sampling location data
 - Geofencing features are considered optional. If offered, the service provider must detail the integration/interactions of this option with WRL operations and the County's GIS system

It is the expectation of the County that the service provider will implement a fully functional LIMS, including upgrades, integrations with other County and WRL systems, and successful testing within one year of the project start date.

The successful solution will include, and will be evaluated on, not only the software, but also the service provider's explanation of technical services, ongoing platform hosting and maintenance, implementation plan, and post-implementation support as described in this request for proposal.

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 - considering each solution component individually, and the collective components working together. 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 service provider shall be responsible for ensuring continuity and functionality for all components of the provided solution regardless of the source throughout the contract duration.

4.0 Proposal Requirements

The service provider is to submit 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. The proposal must stand alone and include verifiable documentation to support the service provider's claims. Since a demonstration of the proposed product is not guaranteed, the service provider should not rely on that option to relay relevant information about the proposed solution and should ensure that the solution is adequately described in the proposal.

All service providers should adhere to a standardized technical proposal format outlined in this proposal. Responses must be received in both electronic and written formats. Submit all electronic files on a virus-free USB drive.

Responses are to be adequately detailed for the County to properly evaluate the service provider's capabilities to provide the required services. However, service providers are encouraged to submit clear and concise responses, and excessive length or extraneous information is discouraged. Please address the specific issues requested in this solicitation. Submission of excessive "boilerplate" information, including sales brochures, is discouraged. Elaborate brochures or presentations beyond what is needed for a complete and effective proposal will not be considered and are 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. Service providers are to respond clearly and concisely to all questions without referring to preprinted materials (unless the request for proposal specifically requests the service provider to do so) as a response.

5.0 Proposal Evaluation Process

The County's evaluation process will use the criteria outlined in this section 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.

Required Proposal Formatting

Part I Responsiveness

This section of the proposal response should be identified as "**SECTION 1 – RESPONSIVENESS**" and include the items listed below in the order indicated below.

Responsiveness: The service provider's ability to follow the proposal preparation instructions outlined in this solicitation including the presence of all required pages, required signatures, applicable references, requested documents, etc.

Section 1 of Proposal

- a. Include a **Cover Sheet** as the first page of the proposal response. 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** should:
 - i. Be supplied 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** should include:
 - 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.
 - iii. Acknowledgement that service provider has reviewed and understands this RFP and the scope of services to be provided.
 - iv. Acknowledgement that the service provider has reviewed and understands and can fully comply with all Gwinnett County IT security requirements set out herein.

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) The service provider is to document their experience providing, installing, maintaining, and hosting a LIMS system of similar or larger size and complexity as requested under this request for proposal. The experience documented should include such factors as quality of work, control of cost, ability to meet time requirements, and ability to meet the objectives of the project. If the proposal reflects a team rather than a single service provider, then experience working as a team should be provided in the proposal. The service provider should use the outline provided below to provide this information.

Qualifications: (Ability to provide the solution) Provide background on the service provider, such as the number of years in business and specialized skills of the staff proposed to support this effort. The service provider is to provide specific information on the qualifications of the available resources for delivery of the services required under this request for proposal. The service provider should specifically delineate for each major component of the proposal requirements (implementation, data conversion, testing, training, cutover, etc.) whether such resources are locally or remotely located. Independent certifications of the system’s security measures should be provided if available. The service provider should use the outline provided below to provide this information.

Service Provider Identification Information

Identify the prime service provider information and explain if there are any subcontractors, partners, or parties that are part of the proposed solution. This should include the information listed below at a minimum. The prime service provider is solely responsible for the successful implementation and the performance of the service offered under this proposal for the full duration of the contract, regardless of the use of subcontractors or partners.

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. If the service provider is a subsidiary of a larger corporate structure, specifically identify primary firm and any affiliates or subsidiaries (if any) that may be involved in providing services under this request for proposal.
4. Service provider’s headquarters location address and telephone number.
5. Service provider’s location address that will be directly responsible for the delivery of the proposed solution to the County.
6. 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.

Experience and Qualifications

The service provider and all partners that make up the proposed solution will use the response to this section to share information related to 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. If in-house staff and resources must be supported by subcontractors to accomplish a fully functional solution and hosting services, the service provider must disclose this in their proposal.

1. Provide the following information regarding the service provider's size.
 - a. The total number of locations.
 - i. Include a breakdown of US versus non-US.
 - b. The total number of full-time technical employees.
 - i. Include a breakdown of how many at the location serving this project and how many elsewhere.
 - c. List professional qualifications and specialized experience of the proposed team related to implementing solutions of similar scope and magnitude (most specifically with respect to large organizations and government agencies).
2. If the service provider had a contract terminated for default or unilaterally ended service for a client 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.
3. Are there any current or past lawsuits against the service provider's company by current or former clients specifically related to the performance of the software or security issues?

The LIMS must be an established system, which has been in use for a minimum of three years but is not near the end of its functional life due to outdated software or an emerging company product line. The proposed system must have been installed and operated in at least three laboratories comparable to the WRL for at least 3 years. However, these three installations do not need to be offered as the references required under Part VIII.

Service Provider's Customers

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

1. List laboratories serving Governments/Agencies/Utilities that are using the proposed solution.
 - a. Identify any laboratories supporting a utility serving 500,000 or more residents.
2. List any in the state of Georgia.
3. Identify other installations which are either on-going or proposed to overlap with the timeframe associated to this proposed installation effort that might compete for the respondent's resources or the resources of any of their proposed support team.
 - a. Detail how these competing responsibilities will be managed to the betterment of the County's installation.

Part III Water Resources Laboratory System Requirements

Service providers shall indicate how the service provider can satisfy the County's business needs, specify 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 that the software application should be capable of performing. Functionality is outlined in Part III, sections 3.1-3.10.

For each of the sections listed below, 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 "No – Does not meet". The service provider's responses must coordinate with the requirement numbering. 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.

- YES – Fully meets – the service provider's proposed solution will provide the described functionality in the system.
- YES – Partially meets – The solution proposed will provide significant portions of the functionality as described - but cannot fully provide the functionality as described – (provide detail relating how the functionality is and is not met).
- NO – Does not meet – the service provider's proposed system is not capable of performing the function as listed in the requirement.

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

- Scheduling internal and external sample requests based on turnaround time and holding time
- Sample collection schedule
- Sample receipt
- Unique sample identification
- Chemical solution inventory and monitoring
- Sample tracking with a read-only audit trail
- Sample analysis
- Equipment maintenance, calibrations, scheduling, and documenting

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

- Secure methods for off-site sample data entry
 - i. WRL currently has 5 field Samplers
- Integration with mapping applications (ARCGIS, CentralSquare EAM, etc.) (Part IV, Section 4.3)
- Configurable bench sheet creation

3.3 Quality Control – The requirements specific to confirm QA/QC parameters specified by 40 CFR 136, 141 and 143 and Standard Methods version 24 or greater, to address the following areas:

- Legally defensible data - requiring, maintaining, and securing records
- 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 are specifically related to the following:

- Pre-login of scheduled samples
- Labels for samples and solutions
- Chain of custody - creation and storage
- 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 County will require reporting that incorporates a table of contents, case narrative, general reporting notes, results, summary of results, detailed results, QC data, blanks, controls, sample custody, and chain of custody.
- 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 demand and at scheduled times.

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 as listed below. The WRL's summary of current methods is listed in Table 2 below. The service provider must describe how future instrument acquisitions, by the WRL, during the course of this contract will be connected to and interface with the LIMS. Costs, services provided by the respondent, and limitations related to future connection of new or additional devices should be detailed in the proposal.

- Manual data entry
- Batch upload entry
- Automated instrument entry
- Electronic data imported from external systems
- 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

Methods currently performed by WRL include but are not limited to the following:

Parameter	Method
Ammonia, as N	SM 4500 NH ₃ -G
Nitrate-Nitrate, as N	SM 4500 NO ₃ -H
Total Kjeldahl Nitrogen (TKN)	EPA 351.2
Nitrogen, Organic (TKN-NH ₃)	Calculated: Norg=TKN-NH ₃
Nitrogen, Total (TKN + NO ₃ /NO ₂)	Calculated: N total=TKN+ NO ₃ /NO ₂
Total Phosphorus, as P	SM 4500-P B.5, SM 4500-P E
Oxygen, Dissolved	SM 4500-O C/SM 4500-O G
Biochemical Oxygen Demand (BOD)/ Carbonaceous Biochemical Oxygen Demand (cBOD)	SM 5210 B
Chemical Oxygen Demand (COD) low range	SM 5220 D
Chemical Oxygen Demand (COD) high range	SM 5220 D
Total Organic Carbon (TOC)	SM 5310 B
Alkalinity	SM 2320 B
Total Residue (TS)	SM2540 B
Nonfilterable Residue (TSS)	SM 2540 D
Volatile Residue (VSS)	SM 2540 E
Total, Fixed and Volatile Solids (VS)	SM 2540 E, SM 2540 G
Hydrogen ion (pH)	SM 4500-H ⁺ B
Specific Conductance	SM 2510 B
Threshold Odor	SM 2150 B
Temperature	SM 2550 B
Turbidity, NTU	EPA 180.1
UV-254	SM 5910 B
Fecal Coliform	SM 9222 D
Fecal Coliform	IDEXX Colilert-18
E. coli	IDEXX Colilert-18
Micro-exam	Manual on the Causes and Control of Activated Sludge Bulking, Foaming, and Other Solids Separation Solids Problems, 3 rd Edition.
Chlorophyll A	EPA 445

Table 2: Summary of Methods Currently Used by WRL

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
- 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
- Generate visual data prompts for data below the detection level

3.10 Data Validation – The LIMS should be capable of multiple levels of data validation. Specifically, the WRL desires electronic verification of data by the analyst or sample collector for each sample batch. In addition, LIMS should provide an electronic validation step by supervisory staff for each batch of test results. 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 Migration – The service provider should assist in data migration by analyzing the WRL's historical data, identifying existing 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 provider should have a minimum of three years’ experience in providing cloud hosting and implementation services and provide appropriate supporting documentation.

For each of the sections listed below, 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 “No – Does not meet”. The service provider’s responses must coordinate with the requirement numbering. 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.

- YES – Fully meets – the service provider’s proposed solution will provide the described functionality in the system.
- YES – Partially meets – The solution proposed will provide significant portions of the functionality as described - but cannot fully provide the functionality as described – (provide detail relating how the functionality is and is not met).
- NO – Does not meet – the service provider’s proposed system is not capable of performing the function as listed in the requirement.

The County requires that service provider’s response to this proposal includes 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.
- Databases and database management.
- Operating system software required (device, browser, internet speeds, etc.)
- Authentication credentials or sensitive data are not allowed to be stored in the service provider's 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.
- Provide a complete solution component diagram that shows solution components.
- Solution provider must disclose whether the solution contains an Artificial Intelligence (AI) or Machine Learning (ML) component
 - Provide a brief description of how AI or ML is used in the solution and specifically in what features/functions.
 - Is the AI/ML usage deterministic (meaning it is rules-based) or probabilistic (meaning it requires prediction, classification, or pattern detection)?
 - What data is required for the AI/ML component to function and will such need be ongoing after implementation?
 - AI/ML component must not use any County data containing personal, sensitive, or regulated information.
 - The service provider will provide transparency into how the model works and how often it will require retraining.

4.2 Database: The service provider is expected to adhere to all backup and recovery procedures. Twelve years and 3 months of data must be available to the end user as live data. Older data must be archived. The archived data should be stored as read-only and available to permissioned users within 1 business hour of a formal written request. All active and archived data is to be stored until successfully transferred to the County at the termination of the contract. Service provider is to detail the methods and procedures for achieving these requirements as part of the proposal. Refer to Part V, Section 5.12 and 5.14.

System Interfaces and Integrations

- 4.3 Third Party Interfaces:** The proposed software should support the creation of custom integration flows to automate business processes and synchronize data between different systems. The system should offer multiple mechanisms for integration, including file based data transfer (CSV, XML), Datastream connectivity, APIs, web services, and direct database-to-database connections. Integration options should be scalable and flexible, allowing WRL to expand resources as needed and adapt to evolving business requirements.
- 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.
 - Integrations with:
 - WIMS
 - An automated LIMS report is generated for integration with the Hach WIMS system for data analytics and to prepare summaries and reports to DWR Management and others.
 - ArcGIS
 - The County's GIS system stores the infrastructure inventory, including water sampling stations, hydrants, and water mains. The GIS data is used for locating sample sites and stations, and for the routing of sample collection personnel in the field.
 - LIMS will read geographic information about sampling sites from GIS. The programs will not modify information contained in the other directly.

- CentralSquare EAM (Lucity)
 - The CentralSquare EAM oversees the inventory of water sample stations and coordinates all maintenance activities related to these assets. It acts as a centralized database for requests, work orders, and inspection records associated with the stations. By integrating this inventory with the County's webmap, the system significantly improves the efficiency of sample collection throughout the County.
- Instruments (see Table 1 – Existing Water Resources Laboratory Instruments)
 - The LIMS should possess the capability to parse from the instrument listed.
 - Service Provider is to detail the methods and workflow for managing such data transfers for the proposed solution.
- Zebra barcode scanners
 - The LIMS should possess the capability to interface with the scanner systems to read and create barcodes and labels.
 - Service Provider is to detail the methods and workflow for managing such data transfers for the proposed solution

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 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.

4.6 Mobile Accessibility: Service provider to define functionality, limitations, and security measures of the proposed solution for users interacting with the solution via mobile devices. Include any known device or software limitations for mobile access. Currently five simultaneous users are projected to require mobile access.

4.7 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 required to tune, test, maintain, or support the systems must be specified in the documentation. Any configuring performed as part of the implementation 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

4.8 Dashboards: Describe the dashboarding capabilities for a basic user. This should include at a minimum:

- Any customization options available to the user - at what permission level.
- What is presented on a default dashboard for different hierarchies of users.
- 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.

4.9 Reports: The proposed solution must provide reports to support the WRL business processes pertaining to the software. Reports must be consistently formatted per County provided guidelines.

- Describe what standard and configurable reports are available within the proposed solution.
 - All information available within the standard reports
 - How the user would export the report, including formats and file types.
- The County will require reporting that incorporates a table of contents, case narrative, general reporting notes, results, summary of results, detailed results, QC data, blanks, controls, sample custody, and chain of custody.
- Describe how reports can be shared with non-users of the proposed solution.
- Describe how users would request a custom report to be built with the options to run the report i.e. on-demand, scheduled, etc.

4.10 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.
 - The LIMS must effectively interpret data collected from various laboratory instruments and systematically map this information to the appropriate fields within the application according to a predetermined schedule. This process should include automated updates for new data.

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 adhere to the requirements and policies outlined below. The proposed solution(s) must be able to comply and work with the end-point protection and other security requirements of Gwinnett County. The solution provided must be compatible with Microsoft Windows Defender.

For each of the sections listed below, 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 “No – Does not meet”. The service provider’s responses must coordinate with the requirement numbering. 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.

- YES – Fully meets – the service provider’s proposed solution will provide the described functionality in the system.
- YES – Partially meets – The solution proposed will provide significant portions of the functionality as described - but cannot fully provide the functionality as described – (provide detail relating how the functionality is and is not met).
- NO – Does not meet – the service provider’s proposed system is not capable of performing the function as listed in the requirement.

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 their 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 as a function of these profiles. 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 and modify security permission profiles using simple methods.

5.1 Single Sign-On (SSO)

- SSO Integration: Enable single sign-on integration with existing DWR and County 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.

- All data, including archived data, is to be stored in an environment established for government clients. Any vendors proposing a private cloud environment will be required to provide a SOC2 Type2 report attesting that a third-party acceptable to the County has evaluated their application/cloud environment and determined that they are following industry best practices for security and provide an equal level of security.
- Data Storage: Data must be stored in the United States.
- 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 all data managed by the solution which may include 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 Software Updates and Patches

- 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.
- Provider to coordinate with DWR prior to releasing/pushing updates and patches.
- Service provider shall detail how they will verify upgrades or patches will be verified to protect against impacts to any DWR customizations prior to implementing patches or upgrades.

5.4 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 (numeric) 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

5.5 Implementation & Migration

- Service providers must clearly disclose whether subcontracted services are required for solution implementation or data migration.
 - If third party support for implementation is required, it must be disclosed in the proposal.
- WRL LIMS database currently occupies 16 GB of storage.
- Any associated costs, timelines, and resource requirements must be documented in the proposal.

5.6 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.

5.7 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

5.8 Data Sovereignty & Storage

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

5.9 Authentication & Access Control

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

5.10 Data Segmentation

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

5.11 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)

5.12 Disaster Recovery: Service providers must provide a comprehensive disaster recovery plan, including Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO). The County's minimum expectations are listed below for these issues.

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

5.13 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 WRL Operations, the County's security posture, or reputation, contact both the Gwinnett County I.T. Department and the Water Resources Lab:
 - For Gwinnett County ITS: GC-ITSSecurityOPS@gwinnettcountry.com
 - Security Operations Center Hotline: 770-822-8317 (Available 24x7x365)
 - Water Resources Lab: DWRMicrobiology@gwinnettcountry.com
 - Laboratory Main Office: 678-376-4270
- Solutions must include:
 - Security event detection
 - Audit logging with retention policies

5.14 Data Ownership, Retention & Deletion

- The County shall retain sole ownership of all data generated and stored in the proposed solution and any derivative products produced from the data.
- The County will not pay any royalties or fees for use of the data.
- Service providers must define:
 - Retention policies for inactive or terminated accounts
- Upon contract termination regardless of reason, the service provider must transfer all data including active and archived data to the County in a form and format specified by the County.
- The Service provider must cooperate with the County to verify transferred data integrity and accuracy prior to deletion.
- Deletion must occur 30 calendar days following written notice from County approving data verification.

Service providers may not share County-owned data (including network diagrams or system information) with third parties unless explicitly authorized.

5.15 Service Level Agreements (SLAs)

In addition to the items outlined in Part VII, Section 7.5, service providers must define their levels of service offered to the County through this solution:

- Clearly defined SLA terms, including penalties for non-compliance
 - Uptime guarantees (e.g., 99.9% availability)
 - Latency
 - Transactional response time
 - Response time to support tickets and
 - Resolution time for support issues, based on the severity of the issue.

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. The service provider must possess a strong proficiency in configuring and troubleshooting databases and managing third-party integrations with the LIMS application. The service provider should demonstrate solid application management capabilities to ensure seamless operation and support. It is the expectation of the County that the provider will undertake a turnkey implementation of the proposed system.

The service provider is to include in this section of their proposal, a detailed approach for implementing a fully functional and integrated LIMS at WRL, including the continuity of operations during implementation, needs assessment, process mapping procedures, project management methods, training plan, and testing processes. This approach should clearly demonstrate the service provider’s understanding of the objectives and requirements for this project.

It is the expectation of the County that the service provider will implement a fully functional LIMS, including upgrades and integrations with other County systems listed within one year of the project start date.

The County reserves the right to negotiate the contents and timing of the proposed implementation and testing plans with the selected service provider to ensure the plan fully meets the needs of the County and does not adversely impact on-going operations.

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.
- In the event that the service provider needs remote access to a device on the County system for troubleshooting or support, they must use Gwinnett County’s Global Protect VPN for such access to the County network.

System Testing – The service provider shall include in their response a proposed acceptance and testing plan for the implementation of the system. The test plan will at a minimum include functional assessments, response time, screen review, report development, data validation, and verification of instrument interfacing including barcoding equipment and remote data entry devices.

The proposed plan submitted for implementation and testing should fully address the individual sections listed below, in the order listed.

For each of the sections listed below, 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 “No – Does not meet”. The service provider’s responses must coordinate with the requirement numbering. 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.

- YES – Fully meets – the service provider’s proposed solution will provide the described functionality in the system.
- YES – Partially meets – The solution proposed will provide significant portions of the functionality as described - but cannot fully provide the functionality as described – (provide detail relating how the functionality is and is not met).
- NO – Does not meet – the service provider’s proposed system is not capable of performing the function as listed in the requirement.

6.1 Needs Assessment/Process Mapping – The service provider shall conduct an evaluation of the WRL and map those processes into the proposed LIMS matching 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. At a minimum, the proposed implementation plan should include the following related issues for process mapping.

- a. Service provider to include in their proposed implementation plan a detailed account of how existing workflows will be captured and translated to the proposed solution. Although such mapping is expected to be a cooperative effort with the County and WRL, the selected Service Provider is to detail in their proposal how they will ensure efficiency and comprehensiveness of this data collection effort.
 - i. Include a detailed list of operational activities undertaken by the WRL associated to the proposed LIMS
 1. Stormwater, drinking water, wastewater, and administrative operational Workflows
 2. Map how processes are handled currently
 - a. manually or
 - b. Existing LIMS
 3. Translation to proposed LIMS
 - ii. Include a detailed listing of all analytical procedures undertaken currently by the WRL
 1. Refer to Table 2
 2. Include any modified processes – differing from standard practice
 - a. Such as more stringent testing limits, etc.
- b. Service provider to include in their proposed implementation plan a detailed account of how existing equipment connectivity will be captured and translated to the proposed solution
 - i. Detailed plans for continuity of WRL services during implementation, testing, and switch-over
 - ii. Refer to Table 1 - Existing Laboratory Equipment
 - iii. Zebra Scanners
- c. Service Provider should recommend any process optimization opportunities for the WRL workflows for consideration by the County.

6.2 Project Management – The service provider will assign Gwinnett County a well-qualified project manager experienced in managing LIMS implementations of similar size and complexity as the one proposed for the WRL. As evidence of their qualifications, the Project Manager shall have experience acting as the lead for a minimum of three LIMS installations. 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 for all aspects of the project, including but not limited to: system implementation, configuration, data migration, testing, training, project close-out, and post-implementation support.
- 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.

6.3 Change Management – Managing process changes associated with implementing the new systems will be a critical component of project success. 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 implementation of the proposed solution and transition of County staff to its use.

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 System Performance and Testing Requirements – The following criteria are provided as a guide in developing the testing program for the proposed solution and form the basis for acceptance testing of the implemented solution.

- Service provider to include in their proposed testing plan a detailed account of the criteria used to verify the connections, processes, and workflows mapped during the implementation planning have been successfully replicated by the proposed solution
- Service provider to include in their proposed testing plan a detailed account of the criteria used to verify the connections, processes, and workflows mapped during the implementation planning will operate reliably and at the proposed level of service (Part V, Sect.5.15)
- The proposed solution must be confirmed as conforming to or exceeding the requirements specified in this request for proposals. Any additional or optional features offered by the solution in excess of the required features will also require verification during the testing process.

- Any additional or optional features offered by the service provider as part of their proposal will also require verification during the testing process.
- All inquiry and file maintenance functions shall be performed without adversely affecting system performance and system operations.
- The system shall provide seamless interoperability for all the hardware and software components identified in this document. (Table 1 Existing Laboratory Equipment)
- 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 other such external systems, may negatively affect performance.
- 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.

6.6 Acceptance Tests – The service provider is to include in their proposal, a plan for acceptance testing for their solution. The acceptance testing proposed must verify and confirm that the proposed solution will meet the minimum functional and operational requirements set forth in this request for proposal. This verification will consist of three components: functionality, performance, and reliability.

The acceptance testing will include confirmation of each functional requirement identified in the request for proposals and any additional or optional features included in the service provider's proposal.

The County reserves the right to negotiate the contents and timing of the service provider's proposed testing plan with the selected service provider to ensure the plan fully meets the needs of the County and does not adversely impact on-going operations.

6.7 Functional Testing Requirements – The service provider will confirm all Solution components can successfully perform their intended function to the level of performance indicated by the service provider in their response. Functionality should be demonstrated in the development environment prior to moving to the Production environment. Upon approval of the individual component performance by the County, the service provider shall demonstrate that all interrelated components can successfully undertake their intended functions as a collective. Logically dependent actions are to be verified from beginning to end without loss of continuity or disassociation of the processes from related tasks.

As an abbreviated example, the LIMS should be demonstrated to successfully handle all information management needs associated to: sample preparation, through collection, analysis assignment, testing, results documentation, reporting, etc. along with all peripheral, connected operations such as label creation, chain-of-custody, and analyst assignment. Failure to complete any associated task successfully, or failure to initiate a needed action at the proper time in the sequence, would result in a rejection of the acceptance test.

Performance Testing Requirements – Upon concurrence of the County that the Acceptance testing for a system component or series of components has been successfully completed,

the service provider shall initiate Performance testing for those components. Performance testing must demonstrate that the solution can sustain functionality for an extended period of time without loss of continuity or interruptions in process. Each feature must operate successfully and collectively to the level of performance identified in the request for proposals and in the Respondent's proposal for a period of 30 days to successfully pass the performance testing. Service provider must include the mobile aspects of their solution in the testing plan, including the ability to accurately identify discreet distribution system sampling locations and the appropriate assignment of that location to the sample collected. If geolocation is offered, accuracy in the field must be demonstrated to 15 meters or less. The testing program must verify the accuracy of uploaded sample data from the field to ensure that: the upload was successful, and the data contained therein mapped to the appropriate fields at 100%.

6.8 Reliability Testing Requirements – The purpose of the Reliability Test, as part of the overall solution acceptance, is to demonstrate the availability of the solution and system components to the WRL. Reliability testing must verify no loss of connectivity to the Cloud-based hosting agent in any of the components of the proposed solution for a minimum of 30 consecutive days. Reduced connectivity resulting in a reduction of functionality below the service levels identified in the RFP or in the respondent's proposal shall be considered a failure to maintain connectivity – even if such reduced connectivity was continuously maintained. The Reliability Test may be conducted concurrently with the Performance testing. However, failure of the test for either loss of connectivity to the hosting agent or functionality of the software itself would reset both tests.

Loss of connectivity due to local conditions at the WRL beyond the control of the solution provider - such as power disruptions will not cause a failure of the test. If such local service disruption continues for more than 8 hours, the test will be suspended until service returns, and the end date will be extended to ensure a full 30-day test.

6.9 Data Migration Support – The service provider must provide data migration from the existing on-premises environment to the proposed solution.

- This will include data cleanup as defined by the end user.
- Data migration must include previously archived information from the existing system.
- Describe the process that will be used to verify data is migrated without errors and gaps.

6.10 System Administration (Configuration and Customization) – 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.

6.11 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?

6.12 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.

6.13 Hosting Service Levels – The County expects, during post implementation, to receive support from the service provider including multiple arenas of complexity (including Level 1-3 support). Examples of these levels of support are provided below. The service provider should detail how they will delineate and implement the various levels of support.

- 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.

6.14 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 proposed solution via integration and will retain all property rights in the added software or applications. The County must retain ownership of any and all data entered into the database using the supplier’s software system.

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

Each user will have privileges based on their 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. The service provider is to detail how access from other programs, such as Hach WIMS, would be managed.

No more than 15 users are projected to require access at the same time. Additional viewing licenses may also be in use but are not included in the 15 total.

Part VII Training and System Support Requirements

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 sections listed below, 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 “No – Does not meet”. The service provider’s responses must coordinate with the requirement numbering. 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.

- YES – Fully meets – the service provider’s proposed solution will provide the described functionality in the system.
- YES – Partially meets – The solution proposed will provide significant portions of the functionality as described - but cannot fully provide the functionality as described – (provide detail relating how the functionality is and is not met).
- NO – Does not meet – the service provider’s proposed system is not capable of performing the function as listed in the requirement.

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

7.1 Training – The service provider must provide both a training environment for all solution components, as well as in-person 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 authorized training staff. On-site and virtual training is required for end users and 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.

- Describe what refresher training is available.
- Service provider to detail online training options in addition to training detailed in the implementation plan.

Personnel Requiring Training – DWR estimates 40 total trainees for the solution, a combination of view-only, end users, supervisors, and administrators, each requiring an appropriate level of training for their role. During the implementation process, the County and service provider will work together to define the final numbers.

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.

The service provider is to provide a configuration/training system that will allow users to simulate live operations for all proposed system components without impacting solution performance.

7.4 Post-cutover Support – The County anticipates continued support from the provider throughout the contract duration at the required level of service.

7.5 Application Errors – Upon notification, the service provider will promptly correct malfunctions in any of the covered applications/solution components discovered by the County during the term of this agreement. The service provider is to provide details regarding how error correction is prioritized and turn-around time for final fix. To assist the service provider the County will provide the following:

- The County provides all information regarding such malfunction that may be requested by the service provider and reasonably available to the County as defined in the following error reporting section.
 - 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.
- All responding service providers are expected to outline details as to how the services provider meets the application errors requirements identified above.

7.6 Technical Support – The County expects that maintenance and support will be offered and will be included in the pricing of the solution. Support availability of eleven (11) hours per day (7am - 6pm EST), five (5) days per week (Monday - Friday) is expected as a minimum for the proposed solution. If such support as outlined above is not included in the price of the solution, support costs must be detailed in the proposal. If support is provided outside of these hours at an additional rate, please detail any additional fees or charges associated with providing such extended support in the cost proposal.

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 outside of the hours detailed above
 - Web-based support

- Level of technical support available online
- Response time
- Any associated hourly/annual charges outside of the hours detailed above
- 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.

7.7 Warranty The entire solution by the service provider shall include a first-year warranty 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.

The warranty will guarantee the County has a fully operable LIMS.

- Include a copy of the service provider's standard warranty.

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 feedback received will be taken as further indication as to the service provider’s ability to provide, implement, and support the solution proposed 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 in size and scope to the WRL that meet the following additional criteria:

- Successfully completed the implementation of the proposed solution.
- Service provider must indicate the timeline of the implementation - start / end date.

Part IX Demonstration

Demonstration: At the County’s discretion or as deemed in the County’s best interest, service providers may be short-listed for a demonstration. Only shortlisted respondents will be requested to provide a demonstration of their proposed solution. If requested, the respondent shall prepare a functional demonstration of the software mirroring functionality that would be representative of that proposed for the WRL. This demonstration should highlight critical functionalities, logical streams of operation, and connectivity of interrelated modules or components of the system. The County’s review team will assess the robustness and connectivity of the system components along with the breadth of services included in the proposed system as related to those identified in the request for proposal. Details regarding format and content of the demonstration will be provided directly to those respondents that are shortlisted. The demonstrations will follow a County-structured format. Product demonstrations will be conducted on a currently operational, production version, of the proposed solution.

Part X Cost

Cost (to be submitted in a separate sealed and labeled 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 table below.

Pricing Detail Instructions

Solution providers should enter pricing information for each item, per year, for the five-year total. Incomplete pricing could result in the response being considered non-responsive.

Service providers should provide all prices as firm fixed amounts, except where requested on a different basis. All prices must be detailed, and no modifications will be allowed. The County is tax-exempt.

All charges/fees, including transportation, container packing, installation, training, out-of-pocket expenses, must be included below.

- Proposed Solution/Application Subscription Pricing
 - Cost related to the cloud-application that is proposed and all related feature functionality to provide the functionality of proposed LIMS solution
- Professional Services - System Implementation and Configuration Pricing
 - The service provider should list all associated costs with the system implementation and configuration except training. Prices not identified will not be accepted in a final contract.
- API/Third Party Interfaces Costs
 - List pricing for cost associated with API and/or third-party interfaces needed to provide the solution consistent with the response to the request for proposal including any and all functional requirements.
 - Use the row beneath the pricing to describe what is included in the cost line item.
- Dashboard/Custom Report Pricing
 - Dashboard/Custom Reports costs should have all related expenses associated with providing dashboards and custom reports.
 - Use row beneath the pricing describe the reports and what is included in the cost line item.
- Training Pricing
 - The training costs should have all related expenses associated with providing the training, including, but not limited to any anticipated travel and transportation expenses, materials expenses, etc.
- Support Pricing
 - The support costs should have all related expenses associated with maintenance and support for the proposed solution.
- Additional Costs
 - List pricing for any optional costs that the service provider will charge for the complete delivery and operation of the proposed solution. Use the description space to describe what is included in the cost line item.

PROPOSAL FEE SCHEDULE
SUBMIT SEPARATELY IN A SEALED ENVELOPE

Total Solution Pricings						
Description	Total (Year 1)	Total (Year 2)	Total (Year 3)	Total (Year 4)	Total (Year 5)	Total Price
Solution/Application- Subscription Cloud Licensing (per item 6.14)	\$	\$	\$	\$	\$	\$
Professional Services - System Implementation & Configuration	\$	\$	\$	\$	\$	\$
API/Third Party Interfaces	\$	\$	\$	\$	\$	\$
Description of API/Third Party Interfaces						
Dashboard/Custom Reporting	\$	\$	\$	\$	\$	\$
Description Dashboard/Custom Reporting						
Training	\$	\$	\$	\$	\$	\$
Support	\$	\$	\$	\$	\$	\$
Base Total	\$	\$	\$	\$	\$	\$
Additional Costs - Describe what is included in this line item below						
Additional Licenses (cost per license not included in the amount above)	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
Additional Cost Total	\$	\$	\$	\$	\$	\$
TOTAL COST	\$	\$	\$	\$	\$	\$

Service Provider Name _____

- 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
Part I		
I.	Responsiveness	5
II.	Experience and Qualifications	15
III.	Ability to Meet Water Resource Laboratory Requirements	20
IV.	Ability to Meet Technical Requirements	15
V.	Ability to Meet Security Requirements	10
VI.	Implementation & Project Management Requirements	15
VII.	Training and Support Requirements	10
VIII.	References	10
Part I Sub-Total Points		100
Part II		
IX.	Demonstration	20
Part I & II Sub-Total Points		120
Part III		
X.	Cost (in a separate sealed envelope)	10
Total Points		130

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 – At the County’s discretion or as deemed in the County’s best interest, service providers may be short-listed for a demonstration. At this time, the County may request further information, explanations, clarifications, presentations, interviews, or meetings with the short-listed service providers.

If the decision is made to move forward with demonstrations, upon shortlisting, data will be provided to the service providers for a realistic demonstration of the capabilities of the proposed solution. The demonstration should replicate: WRL processes, reporting, data entry (manual and electronic), ease of use, configuration, data integrity, and QA/QC tools.

- If demonstrations are deemed necessary for selection, details on the content and scoring criteria for demonstrations will be provided along with notification of the scheduled times.
- All presentations will be the sole responsibility of the proposing companies and at no cost to the County.

Part III – Following the technical evaluation of Part I and demonstrations under Part II, if exercised, the fee proposal schedule of the short-listed firms will be opened, reviewed, and scored. The lowest cost will receive the most points and the other service providers receiving proportional points based on the differences in proposal costs.

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 successfully completed for the implementation of the proposed solution.

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.

RP022-26**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)



RP022-26, Provision and Implementation of a Laboratory Information Management System on a Multi-Year Contract **Page 52**

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



RP022-26, Provision and Implementation of a Laboratory Information Management System on a Multi-Year Contract **Page 53**

**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
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- 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.

RP022-26

DG

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE



*****ATTENTION*****

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

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



I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should only have 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 GwinnettCounty.com.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

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

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and



materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid. No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid, and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and 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 to the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities, and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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



XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

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

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

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



XVI. NON-COLLUSION

Vendor declared 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 Division 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 vendor, 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 (10) 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 thirty (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 the 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 the 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 Police and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Police and 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 of 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 subcontractor's 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 employes or contracts with 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 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 suppliers, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. The 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, judgement, cost, penalty, liability, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or 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 subcontracts (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 and 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, Section 54-33. The ordinance is available to view in its entirety at GwinnettCounty.com.

XXXIV. ELECTRONIC PAYMENT

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

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

County staff are required to verify receipt of goods and submit proof of delivery of services with invoice before payment is processed. Failure to provide proof of delivery of goods and/or services may result in delayed payment.

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 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 the 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. **The Purchasing Division is located on the second floor of the Gwinnett Justice and Administration Center at 75 Langley Drive, Lawrenceville, Georgia, 30046. WE HAVE MOVED BACK TO OUR PERMANENT LOCATION.**