



July 8, 2026

**INVITATION TO BID
BL089-26**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for the **Comprehensive Materials & Field Testing and Miscellaneous Services on an Annual Contract** with four (4) options to renew for various Gwinnett County Departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. **Bids will be received until 2:50 P.M. local time on August 3, 2026 at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted.** The bid opening will be virtual ONLY. To access the bid opening virtually, visit the following link:

<https://teams.microsoft.com/meet/24952025427058?p=AErkBUyREK6VzkKLqx> or dial +1 323-676-6170 and enter Conference ID 516 093 586# Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Savannah Anderson, Purchasing Associate II, at Savannah.Anderson@GwinnettCounty.com or by calling 770-822-8736, no later than **Friday, July 17, 2026**. Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

Successful suppliers 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-7 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 bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible vendor(s) at its discretion.

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

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

Savannah Anderson
Purchasing Associate II

The following pages should be returned in duplicate as your bid: Bid Schedule, Pages 6-19
References, 20
Sub-Contractors List, Page 21
Code of Ethics Affidavit, Page 22
E-Verify Affidavit, Page 23

GENERAL REQUIREMENTS**A. SCOPE**

Gwinnett County is soliciting competitive bids from qualified service providers to provide on demand Materials and Field Testing and Miscellaneous Services throughout Gwinnett County for various Gwinnett Departments on an Annual Contract with four (4) one-year options to renew.

1. Unit prices for each item in the bid schedule shall include all tools, equipment, labor, mileage, and materials necessary to complete the work associated with the item unless otherwise specified.
2. All waste generated during work performed by service provider shall be the property of the service provider.
3. Upon request of the County, a cost proposal shall be submitted for a given assignment prior to commencing any task. This cost proposal shall be a work breakdown presented in spreadsheet form.
4. Overtime charges in excess of two (2) hours per employee per day will not be allowed unless approved by the County prior to the work being completed.
5. Where it is not incidental to work, labor effort (time) charges shall be from when employee leaves office to when he/she returns, all preparations will not be charged against the project.
6. Gwinnett County reserves the right to inspect service provider's facilities and/or equipment and verify testing procedures prior to award or any time during contract.
7. Service provider should be sure all billing/invoices are clear and, in a format, acceptable to Gwinnett County. The invoices must include the Gwinnett County Project Name and Number and the Purchase Order Number. All line items must be marked clearly and concisely to match the bid schedule number and description.
8. When projects are anticipated to overlap contract renewal terms, provider(s) should forecast future years contract rates if asked to develop an overall assignment cost.
9. The County intends to award this contract to multiple vendors. Once the contract is awarded, work will be assigned based on responsiveness to request and ability to meet County needs.

B. QUALIFICATIONS

Bids will be considered only from full-service firms. To be considered full service, a service provider must bid on at least 80% of the first four sections of the bid schedule. The following information should be submitted with your bid.

1. Service provider should currently be providing services of similar size and scope and have been in the business of providing these services for the past five (5) years.
2. List of relevant past projects/client references. Please use the attached reference sheet to provide this information.
3. Resumes of key personnel to be assigned to Gwinnett County to include engineers responsible for quality control.
4. A description of your internal quality assurance program including equipment calibration procedures.
5. Provide verification of State and Federal certifications for which you are intending to perform services under this contract (e.g. AASHTO).
6. Gwinnett County requires all service providers performing roadway related work be pre-qualified, in the appropriate class for the type of investigation or test performed, with the Georgia Department of Transportation. Submit with your bid a copy of your certificate.

7. By submitting a bid, service providers certify that they will not perform any type of materials or field-testing services for property owners adjacent or contiguous to any project assigned by Gwinnett County, during the active life of such project, without prior approval by Gwinnett County. Further, they additionally certify that if they already have a similar contract(s) with property owner(s) adjacent or contiguous to a project assigned by Gwinnett County, they will notify Gwinnett County and will either reject the County assignment, or cancel the property owner contract already in effect if so directed by the Gwinnett County Board of Commissioners. In no case will their firm utilize their knowledge of on-going Gwinnett County Programs for professional gain, during the active life of such program.

C. SPECIAL PROVISIONS

1. ROADWAY TESTING

- a. All tests are to be conducted in accordance with ASTM or Georgia Department of Transportation (DOT) methods to accepted engineering practice.
- b. Asphalt cores shall be taken within three (3) working days after receiving notification of location from the County or its representative. Density results on cored samples shall be provided to the County or its representative both verbally and in written report form within three (3) and seven (7) working days, respectively, from the date the cores are taken.
- c. All asphalt extraction testing shall require the use of vacuum extraction equipment or ignition oven. Other test methods will not be acceptable. Performance of these tests must be by personnel certified as QCT level 1 by the Georgia DOT. The performance of this test may be required at the service provider's laboratory.
- d. All test results shall be e-mailed (or faxed) no later than the first workday following the day on which tests are performed by your technician. This is to be followed by the official test report being sent to this office, via e-mail or US Postal Service, no later than seven (7) working days after that time.

In addition, anytime the test results are outside the Mixture Control Tolerances listed in Section 828 of the Georgia DOT specifications, our roadway inspector and/or project manager shall be notified immediately after the results are known. Service provider's quality control personnel shall be informed immediately of ALL extraction test results.

- e. Results for density testing and/or air voids of soil, GAB and asphalt may need immediate results out in the field. In certain cases, one material may be placed directly on top of the other by the service provider in sequence. Be prepared to provide immediate results when requested.
- f. Test Reports for construction must contain the following information:
 - i. Project Name
 - ii. Project Number
 - iii. Construction Supervision Liaison Personnel on-site
 - iv. Weather conditions
 - v. Testing Firm's Technicians' name(s)
 - vi. Arrival Time/Departure Time
 - vii. Travel Time (maximum one hour)
 - viii. Mileage (maximum 30 miles roundtrip)
 - ix. Total time
 - x. Brief Synopsis of events including:
 - i. Type of test technician was asked to perform
 - ii. Station numbers and location
 - iii. Any delays (wait time by no fault of the testing firm)
 - iv. Asphalt sampling – include the ticket number, load number, time mixed and dump time (this time is recorded by Construction Supervisor Liaison Personnel)
 - v. For all tests it is important that the testing firm states whether the test has passed or failed

Note: In general, call construction test results should be sent via email within 24 hours.

2. FIELD TESTING SERVICES

- a. Concrete Sampling Testing
 - i. The cost per hour will also be charged for cylinder pickup as directed by the County or its representative.
 - ii. Minimum grade of technician for concrete sampling/testing will be Level I.
- b. Soil Compaction Testing
 - i. Minimum grade of technician for soil compaction testing will be Level II.
 - ii. The unit rate for nuclear device methods will include all equipment costs.
 - iii. The County will specify the testing method at the time of the request for service.

3. LABORATORY TESTING SERVICES

- a. Concrete Testing
 - i. Concrete test reports are to be issued at each test age, no more than 24 hours after testing.
 - ii. If the 28-day compressive strength is less than the specified value, the County or its representative should be contacted on the day of testing.
- b. Soil Testing
 - i. Consolidation tests for undisturbed samples shall be conducted by pre-loading the sample to the estimated overburden pressure, then rebounding to 100 psi and reloading to 500, 1000, 2000, 4000 and 8000 psi. A rebound curve with one intermediate point shall be plotted on the report. Consolidated tests on remolded samples shall be loaded in five increments, as above to 8000 psi.
 - ii. The tri-axial shear test shall consist of three circles, each on separate specimens. Multi-staging will not be permitted.
 - iii. The CBR test will consist of one point, remolded to a specified degree of compaction and soaked for 72 hours prior to testing.
 - iv. The test reports for Proctors shall indicate the 100% saturation curves.

4. DRILLING SERVICES

The unit rate for soil test boring shall include five standard penetration tests in the top ten feet and one standard penetration test per five-foot depth thereafter.

5. MISCELLANEOUS SERVICES

- a. Quality Control Inspector
Gwinnett County is seeking the services of individual(s) who can provide quality control inspection. The inspector must have experience with oversight of construction projects involving earthwork, building construction and landscape site improvements and possess all the necessary equipment, transportation, materials, and supplies to provide these services. The inspector must have remote communication capabilities using smartphone and devices sufficiently large for in-field review of transmitted documents and graphic files. Inspector will provide photo documentation of work progress at a frequency to be determined by project and as mutually agreed upon with County representative. Photo documentation is required weekly at a minimum.

Quality Control Inspector must be familiar with permitting and enforcement of Georgia Erosion & Sediment Act for testing, monitoring, regulations, and enforcement. This knowledge should be at the Erosion Control Certification level (1A) as stipulated by the Georgia Soil & Water Conservation Commission. Inspector must have the capacity to read and properly interpret construction documents (plans & specifications) for architecture, civil engineering & landscape architecture; however, professional licensing is not required. Inspector must be familiar with Gwinnett County site and building inspection processes. Verbal and written communication skills in English are required.

Inspector shall be familiar with testing means and methods and understand test results and communicate recommendations made by the Materials Testing firm. Inspector must provide continuous reporting and maintain a log of activities in the field, including participation in the review of contractor submissions of materials cut sheets and requests for information.

Inspector must be available during both normal work hours, M-F (8-5) and pre-approved and pre-arranged periods of construction activity outside normal business hours including weekends. Hourly rate must include all mileage, supplies, equipment and labor. Compensation is based on actual time on the jobsite only.

The inspector assigned to a project must remain the same throughout the project unless mutually agreed upon with county representative.

b. Traffic Control

- i. Traffic control shall only be utilized in performance of other tasks specific to this contract. Any traffic control utilized for the contractor's means, methods, sequencing, logistics, corrective work, rework, inefficiencies, or activities not specifically required by the Owner shall be performed at the service provider's sole cost and expense.
- ii. Billing for police traffic control shall be based solely on the published or invoiced rates of the governing municipality in which the work is performed. Service provider shall not charge rates exceeding those established by the municipality and shall submit verifiable documentation supporting all charges.

c. Labor

Refer to Attachment 1 for the applicable job descriptions and minimum experience and education requirements associated with each listed labor category. Personnel assigned under this Agreement shall meet or exceed the qualifications identified in Attachment 1 unless otherwise approved in writing by the Owner.

d. Private Utility Location Services

Private utility locating services may be used to identify privately owned underground utilities not included in public utility locating systems in order to support safe excavation, prevent utility damage, and reduce project delays. Use of such services does not relieve the service provider of responsibility for verifying field conditions and exercising due care during excavation operations.

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BID SCHEDULE

SECTION 1 FIELD TESTING SERVICES		
A.	Concrete Sampling/Testing - Provide experienced field technicians and all equipment to sample concrete, conduct temperature, slump, air content, yield test and cast cylinders or beams in accordance with applicable ASTM/DOT specifications.	/HR
B.	Asphalt Sampling – Provide experienced field technicians (certified QCT. Level 1 by GA. DOT) and all equipment for travel to and from, and obtain an asphalt sample from either a designated plant or project site in accordance with applicable ASTM/DOT specifications.	/HR
C.	Turbidity Sampling – Provide experienced field technicians and all equipment for travel to and from a designated location(s) on or near the project site in accordance with applicable ASTM/DOT specifications.	/HR
D.	Soil Compaction Testing - Provide experienced field technician and all equipment to perform field determination of in-place density and percent compaction in accordance with the following ASTM methods:	
1.	ASTM D 2937 - Drive Cylinder Method	/HR
2.	ASTM D 2922 - Nuclear Method	/HR
E.	Securing Hardened Specimens - Provide an experienced operator and all equipment for securing three or four inch diameter cores from asphalt paving or hardened concrete:	
1.	Equipment and Operator	/HR
2.	Bit charges, dollars per inch diameter, per inch of core length	
a.	Asphalt	/INCH
b.	Concrete	/INCH
c.	Minimum Charge (if any)	/DAY
F.	Non-destructive Structural Evaluation - Provide personnel, equipment and services as follows:	
1.	<u>Fabrication Evaluation</u> - Evaluation of any or all of the following as established by project specifications: dimensional tolerances, material certifications, welds by visual techniques, welding procedures, welder/weld operator certifications, paint thickness.	
a.	AS/ASNT Senior Level Certified Technician	/HR
b.	AWS/ASNT Certified Technical	/HR
c.	ASNT Level II Technician	/HR
d.	ASNT Level I Technician	/HR

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2.	Erection Evaluation - Evaluation of any or all of the following, as established by project specification: material storage conditions, column alignment, elevation verifications, bolt hole alignment and bolt torque, weld by visual techniques, steel decking, prime touch up and/or final painting.	
a.	AWS/ASNT Senior Level Certified Technician	/HR
b.	AWS/ASNT Certified Technical	/HR
c.	ASNT Level II Technician	/HR
d.	ASNT Level I Technician	/HR
3.	Field Nondestructive Testing - by ASNT Level II Technician	
a.	Visible Dye or Fluorescent Penetrant	/HR
b.	Magnetic Particle - wet or dry	/HR
c.	Ultrasonic Testing	/HR
c1.	Equipment Charge	/DAY
d.	Eddy Current Testing	/HR
d1.	Equipment Charge	/DAY
e.	X or Gamma Radiography (Iridium 192) per hour per crew	/HR/CREW
f.	Gamma Radiography (Cobalt 60) per hour per crew	/HR/CREW
g.	Ground Penetrating Radar	
g1.	Minimum rate 1/2 day rate (4 hrs)	/4 HRS
g2.	Minimum daily rate (8 hrs)	/DAY
g3.	Supplemental rate (hourly)	/HR
h.	Seismic Refraction	/HR
i.	Swiss Hammer Test	/HR
i1.	Equipment Charge	/DAY
j.	Windsor Probe Test	/HR
j1.	Equipment Charge	/DAY
k.	Pachometer Testing	/HR
k1.	Equipment Charge	/DAY

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I.	X-ray Fluorescence (XRF) – handheld analyzer (includes operator and reporting of findings)	/DAY
4.	Laboratory Services	
a.	Liquid Penetrant	/HR
b.	Magnetic Particle	/HR
c.	Rockwell Testing	/SET
d.	Guided Bend Test	/EA
e.	Tensile Test	/EA
f.	Machine Charges	/EA
g.	Radiographic Welder Coupon Plant	/EA
g1.	Radiographic Welder Coupon Pipe	/EA
h.	Welding Procedure Qualifications ASME	/EA
h1.	Welding Procedure Qualifications AWS	/EA
i.	Ultrasonic Testing	/HR
i1.	Equipment Charge	/DAY
j.	Eddy Current Testing	/HR
j1.	Equipment Charge	/DAY
k.	X or Gamma Radiography	
k1.	ASNT Level III	/HR
k2.	Materials Engineer	/HR
k3.	Materials Consultant	/HR
k4.	Mobile Darkroom Mileage (will be paid at the current Gwinnett County rate at the time of service)	
k5.	Radiographic Film, current market price plus (Not to exceed 5%)	/%
k6.	Special Transducers required, cost plus (Not to exceed 5%)	/%
k7.	Special Probes, cost plus (Not to exceed 5%)	/%
k8.	Industrial Computerized Tomography (CT) (includes all labor, equipment and materials to perform CT work)	/HR

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I.	ASTM D 2938 – Unconfined compressive (PSI)	/EA
m.	L.A. Abrasives (ASTM C 131)	/EA
m1.	L.A. Abrasives (ASTM C 535)	/EA
G.	Masonry Sampling/Testing – Provide experienced field technicians and all equipment to sample mortar, grout, mortar properties, concrete masonry units, brick, etc. and cast cubes, cylinder molds, etc. in accordance with applicable ASTM specifications.	/HR
H.	Seismic Monitoring (Includes continuous data logging and weekly reporting. Cost includes all necessary equipment and effort to establish one monitoring station 3-way geophone.)	/DAY
SECTION 2 MATERIAL TESTING		
A.	Concrete Testing	
1.	Curing and compression testing of cylinders	/EA
2.	Curing and flexural testing of concrete beam	/EA
3.	Preparation of, curing and compression testing of three or four inch diameter cores	/EA
4.	Concrete mix verification including compression testing of four cylinders	/EA
5.	Sieve analysis for fine and coarse aggregates ASTM C136	/EA
6.	Unit weight and voids in aggregate ASTM C 29	/EA
7.	Material finer than 75 um (No. 200) Sieve ASTM C 117	/EA
8.	Molding roller-compacted concrete in cylinder molds using a vibrating_hammer ASTM C 1435	/EA
9.	Flat or elongated particles ASTM D 4791	/EA
10.	Determining consistency and density of roller-compacted concrete using a vibrating table ASTM C 1170	/EA
B.	Soil Testing	
1.	Natural moisture content	/EA
2.	Atterberg limits	/EA
3.	Grain Size	/EA
a.	Washed 200	/EA
b.	Washed 200 + Hydrometer	/EA
4.	Consolidation Test	
a.	Undisturbed sample	/EA

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b.	Remolded sample	/EA
5.	Triaxial Shear Test	
a.	Pile load testing ASTM (D1153)	/EA
b.	Permeability test	/EA
c.	Pile driving monitoring	/HR
d.	UU Test	/EA
e.	CU Test	/EA
f.	CU Test with pore pressure	/EA
g.	Add for remold	/EA
h.	Unconfined compressive strength test (to calculate shear strength of soil)	/EA
i.	Unconfined compressive strength test of rock (ASTM D2938)	/EA
6.	California Bearing Ratio (CBR)	/EA PT.
7.	Standard Proctor -ASTM D 698 Method	/EA
8.	Modified Proctor - ASTM D 1557 Method	/EA
9.	Sand Equivalent Test GDT63	/EA
10.	Permeability of granular soils ASTM D 2434	/EA
11.	Measurement of hydraulic conductivity of saturated porous materials using a flexible wall permeameter STM D 5084 (includes cost to remold test specimen)	/EA
12.	Maximum index density and unit weight of soils using a vibratory table ASTM D 4253	/EA
13.	Minimum index density and unit weight of soils and calculation of relative density ASTM D 4254	/EA
14.	Specific gravity of soils ASTM D 854	/EA
15.	Level three soil test for septic system drain field according to DHR and Gwinnett County Environmental Health Department standards. Personnel performing test must be approved and on the list of the Gwinnett County Environmental Health Department.	/EA
16.	Determination of water-soluble chloride ion content in soil (ASTM D512)	/EA
17.	Determination of water-soluble sulfate ion content in soil (ASTM C1580/D516)	/EA
18.	Determination of sulfide content in soil (ASTM D4658)	/EA

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19.	Oxidation-Reduction Potential of Water (ASTM D1498)	/EA
20.	Chert Index (ASTM C123) - Standard Test Method for Lightweight Particles in Aggregate	/EA
21.	Unit weight of the undisturbed sample (ASTM D7263/D2937/D4531)	/EA
22.	Floor Flatness (D-Meter/Dipstick Charge), Equipment per day	/EA
C.	Asphalt Testing	
1.	Extraction, gradation and asphalt content, GTD38 & GTD83 (to include one GTD56 per day, per mix, anti-strip). A minimum of one boil test (GDT 56) shall be routinely performed in conjunction with one of the required extraction tests (GDT 83 & 38) for each asphaltic concrete mixture produced at a particular plant each production day. Any charge for this boil test will be included in the overall price for extraction test.	/EA
2.	Density of compacted specimen, GHD 83	/EA
3.	Marshal Density Test, 50 Blow GDT 123	/EA
4.	GDT 123 gradation of fine and coarse aggregate	/EA
5.	GDT 13 gradation of soil-aggregate	/EA
6.	GDT 4 gradation of soils to determine % of clay including GDT 6, GDT 7, and additional testing	/EA
7.	GDT 6 volume change of soils - for classification	/EA
8.	GDT56 test method for heat stable anti-strip additive for attached specifications	/EA
9.	Asphalt testing – extraction, gradation and asphalt content, GTD 38 and GTD 83 without a GDT 56	/EA
10.	Asphalt testing – GDT 125 determining asphalt content by ignition	/EA
11.	Theoretical Maximum S.G. and Density (ASTM D 2041)	/EA
12.	Rutting Susceptibility Test	/EA
13.	Laser Road Profiling	/MILE
D.	Masonry mortar, grout, concrete masonry unit testing	
1.	Concrete masonry unit test, per ASTM C140	/EA
2.	Mortar Test: for mortar properties, per ASTM C270	/EA
3.	Mortar test: for mortar properties, per ASTM C780	/EA
4.	Grout test: for compressive strength, per ASTM C1019	/EA
E.	ASBESTOS-CONTAINING MATERIAL (ACM) TESTING	

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	(All samples shall be collected in accordance with applicable rules and guidance including but not limited to OSHA, TSCA and AHERA. While AHERA's rules apply to schools, its sample collection and testing procedures shall be followed.)	
1.	Polarized Light Microscopy – PLM/bulk (Does not include labor effort for technician. See below.)	/EA
2.	Phase Contrast Microscopy (Includes cost of cassette. Does not include labor effort for technician or personal air sampling pump. See below.)	/EA
3.	Transmission Electron Microscopy (Includes cost of cassette. Does not include labor effort for technician or personal air sampling pump. See below.)	/EA
4.	Point Count	/EA
5.	ACM Inspector (must be trained in accordance with AHERA's Model Accreditation Program)	/HR
6.	Personal Air Sampling Pump	/DAY
F.	LEAD-BASED PAINT (LBP) TESTING (Does not include in-situ testing such as XRF.)	
1.	Lead in Paint – EPA Method SW-846 various methods with appropriate digestion (laboratory shall be NLLAP accredited). (Includes wipe and bulk samples.)	/EA
2.	LBP Inspector (must be trained in accordance with Georgia's LBP Renovation, Repair and Painting Program)	/HR
SECTION 3 DRILLING SERVICES		
A.	Mobilization and demobilization of rig (includes all mileage associated with task assignment)	
1.	All terrain mounted	/EA
2.	Truck mounted	/EA
B.	Auger boring	
1.	0 – 50 ft.	/LF
2.	Greater than 50 ft.	/LF
C.	Soil test boring with standard penetration resistance	
1.	0 – 50 ft.	/LF
2.	Greater than 50 ft.	/LF
D.	Undisturbed sample (3")	/EA
E.	Piston Samples (3")	/EA
F.	Setting and removing casing for rock coring	/LF
G.	NX or NQ rock coring with report of rock quality designation and percent recovery	
1.	0 – 50 ft.	/LF

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2.	Greater than 50 ft.	/LF
H.	Difficult moving, water hauling	/HR
I.	Direct Push (includes collection of ground water and soil samples)	
1.	Minimum rate 1/2 day rate (4 hrs)	/4 HR
2.	Minimum daily rate (8 hrs)	/ 8 HR
3.	Supplemental rate (hourly)	/HR
J.	Groundwater well installation - temporary (includes purging and development)	/FT
K.	Concrete Coring	/EA
L.	Concrete/asphalt patching	/EA
M.	Decontamination for drilling/sampling	/EA
N.	Bailers	/EA
O.	Site Clearing	
1.	Machine Clearing (mulching)	/DAY
2.	Machine Clearing (dozer)	/DAY
3.	Site Cleaning/Restoration Crew	/HR
SECTION 4 ENVIRONMENTAL ANALYSES (Includes all equipment and materials necessary to collect samples unless otherwise noted. Does not include labor effort to collect samples. Methods are for laboratory work unless otherwise noted. All laboratory tests shall be completed in 10 days or less unless noted otherwise herein or per a requirement found within an accepted, published laboratory method.)		
A.	Testing turbidity of water – GSP 20	/EA
B.	Testing turbidity of water – GDT 109	/EA
C.	Total Suspended Solids (TSS) – EPA Method 160.2	/EA
D.	NPDES Stream Monitoring (automatic sampler) includes installation and maintenance	/DAY
E.	Chemical/gas testing	
1.	Gas chromatographic graphs scan for hydrocarbon components	/EA
2.	Chemical breakdown components analysis using gas chromatographic-calculate HHV	/EA
F.	Organic Vapor Analyzer/Meter (OVA/OVM) – Field	/DAY

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G.	Flame-ionization Detector (FID) – Field	/DAY
H.	pH – Laboratory	/EA
I.	pH – Field	/DAY
J.	Resistivity – Laboratory	/EA
K.	Resistivity – Field	/DAY
L.	Dissolved Oxygen (DO) – Field	/DAY
M.	Polychlorinated Biphenols (PCB)	/EA
N.	Radon – Canister Method	/EA
O.	Total Petroleum Hydrocarbon Analyses	
1.	Total Petroleum Hydrocarbons (TPH) – GRO	/EA
2.	Total Petroleum Hydrocarbons (TPH) – DRO	/EA
3.	Total Petroleum Hydrocarbons (TPH) – EPA 9071	/EA
P.	Benzene, Toluene, Ethyl Xylene, and Xylene (BTEX)/Methyl Tert-butyl Ether (MBTE)	/EA
Q.	Polynuclear Aromatic Hydrocarbons (PAH)	/EA
R.	Volatile Organic Compounds (VOC)	/EA
S.	Semi-volatile Organic Compounds (SVOC)	/EA
T.	Target Analyte List – full scan	/EA
U.	Target Compound List – full scan (does not include “+30” or other tentative parameters)	/EA
V.	Priority Pollutants – metals only	/EA
W.	Resource Conservation & Recovery Act (RCRA) – metals only; totals (not TCLP/SPLP)	/EA
X.	Toxicity Characteristic Leaching Procedure (TCLP) – all parameters (including herbicides and pesticides)	/EA
Y.	Synthetic Precipitation Leaching Procedure (SPLP) – all parameters (including herbicides and pesticides)	/EA
Z.	RCRA Reactivity, Corrosivity and Ignitability (RCI)	/EA
AA.	Total Toxic Organics (TTO)	/EA
BB.	Biochemical Oxygen Demand (BOD)	/EA

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CC.	Priority Pollutants – full scan	/EA
DD.	Chemical Oxygen Demand (COD)	/EA
EE.	Chlorine – Residual	/EA
FF.	Alkalinity	/EA
GG.	Salinity	/EA
HH.	Hardness (as CaCO ₃)	/EA
II.	Nitrate Nitrogen	/EA
JJ.	Nitrite Nitrogen	/EA
KK.	Ammonia Nitrogen	/EA
LL.	Total Kjeldahl Nitrogen (TKN)	/EA
MM.	Fluoride	/EA
NN.	Sulfide – Dissolved	/EA
OO.	Total Dissolved Solids (TDS)	/EA
PP.	Conductivity	/EA
QQ.	Color – Apparent or True	/EA
RR.	Total Coliform – presence/absence or enumerated	/EA
SS.	Fungi – Viable or Non-viable (includes bulk, wipe, tape and cartridge/trap samples)	/EA
TT.	Total Organic Carbon (TOC)	/EA
UU.	Oil & Grease – Total	/EA
VV.	“RUSH” Analysis Surcharge – 3 business days	%
WW.	“RUSH” Analysis Surcharge – same day	%

SECTION 5 MISCELLANEOUS SERVICES

A.	Traffic Control and Equipment Rental	
1.	Traffic Control (includes all equipment and labor required to perform lane shifts/closures; including but not limited to cones, signage, flagman, etc.)	/DAY
a.	Lane Closure	/DAY

Company Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING REJECTED.

b.	Lane Shift		/DAY
2.	Traffic Control Plan		/EA
3.	Traffic Control Crash Truck		/DAY
4.	Traffic Control Message Board		/DAY
5.	Traffic Control Police Officer– At Cost		%
6.	Heavy Equipment Rentals – Cost Plus Percentage (includes operator and transportation to and from site plus any other costs)		%
7.	Hand-portable Equipment – Cost Plus Percentage (including but not limited to high-tech monitoring devices not otherwise included in other line items)		%
B.	Labor (where not specifically identified as incidental to other work), see attachment 1 for job summaries for relevant labor category requirements		
1.	Chief Environmental Consultant	/HR	/OT HR
2.	Project Environmental Specialist/Field Technician	/HR	/OT HR
3.	Staff Engineer	/HR	/OT HR
4.	Senior Staff Engineer	/HR	/OT HR
5.	Project Engineer	/HR	/OT HR
6.	Senior Engineer (GA P.E. Registration required)	/HR	/OT HR
7.	Supervising/Managing Engineer (GA P.E. Registration required)	/HR	/OT HR
8.	Staff Geologist	/HR	/OT HR
9.	Project Geologist	/HR	/OT HR
10.	Senior Geologist (GA P.G. Registration required)	/HR	/OT HR
11.	Principal Geologist (GA P.G. Registration required)	/HR	/OT HR
12.	Certified Industrial Hygienist	/HR	/OT HR
13.	Project Manager	/HR	/OT HR

Company Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING REJECTED.

14.	Senior Project Manager	/HR	/OT HR
15.	Engineering Technician, Level 1	/HR	/OT HR
16.	Engineering Technician, Level 2	/HR	/OT HR
17.	Special Inspector	/HR	/OT HR
18.	NPDES Inspector	/HR	/OT HR
19.	Registered Roof Observer (by the Roof Consultants Institute)	/HR	/OT HR
		/8 HR DAY	/40 HR WK
20.	Registered Roof Consultant	/HR	/OT HR
21.	Coating/Corrosion Inspector – AMPP certified		
a.	CIP Level 1	/HR	/OT HR
		/8 HR DAY	/40 HR WK
b.	CIP Level 2	/HR	/OT HR
		/8 HR DAY	/40 HR WK
c.	CIP Level 3	/HR	/OT HR
		/8 HR DAY	/40 HR WK
22.	State the percentage of increase (if any) over unit prices listed to provide services meeting Federal Requirements.		%
C.	Bathymetric Survey (Includes all labor, equipment and materials necessary to perform surveying of the contours of a floor of a water body and provide professional report and drawings. Must be performed by a PLS/RLS.)	/HR	
D.	Mileage (Includes travel that is not specifically identified as incidental to other pay items. Will be paid at the current Gwinnett County rate at the time of service.)		
E.	Resilient surfacing		
1.	ASTM F 1292: Impact attenuation		/EA

Company Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING REJECTED.

2.	ASTM F 1951: Handicap accessibility		/EA
3.	ASTM C 136-96A: sieve analysis		/EA
F.	Quality Control Inspector	/HR	/OT HR
		/8 HR DAY	/40 HR WK
G.	Subsurface Utility Engineering (SUE)		
1.	Quality Level A (QL-A)		/HR
2.	Quality Level B (QL-B)		/HR
3.	Private Utility Location Services	/4 HR	/DAY
H.	Final Report/Recommendations	/HR	/OT HR

Company Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING REJECTED.

Bid Schedule Continued

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

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

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

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

Certification Of Non-Collusion In Bid Preparation _____
 Signature _____ Date _____

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the Instructions to Vendors.

Legal Business Name _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail Address _____

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

Telephone Number _____ Fax Number _____

E-mail Address _____

Company Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING REJECTED.

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

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 _____

Company Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING REJECTED.

GWINNETT COUNTY, GEORGIA
LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Company Name _____



CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the 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

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**



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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

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

For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____



GWINNETT COUNTY
FINANCIAL SERVICES | RISK MANAGEMENT
VENDOR INSURANCE REQUIREMENTS

Insurance:

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

A. Minimum CoverageCommercial General Liability (Occurrence Form):

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

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

Automobile Liability to include:

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

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

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

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

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

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

Contract Sums:

Contracts up to \$999,999 Each Occurrence and Aggregate Limit	\$1,000,000
Contracts from \$1,000,000 to \$1,999,999 Each Occurrence and Aggregate Limit	\$3,000,000
Contracts from \$2,000,000 to \$4,999,999 Each Occurrence and Aggregate Limit	\$5,000,000
Contracts Over \$5,000,000 Each Occurrence and Aggregate Limit	\$10,000,000

- 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.
- Evidence of coverage in the form of a Certificate of Insurance shall be provided to the County prior to start of work.
- Gwinnett County Board of Commissioners shall be Additional Insureds.
- Contractor shall be liable for money, securities, or other property of the County.
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.
- Additional Insured Endorsements must be provided with the Certificate of Insurance.

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

Limit of Insurance per Claim	\$1,000,000
Aggregate Limit	\$1,000,000

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

Property Insurance:

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

Riggers Liability Insurance:

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

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

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

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

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

- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.
- C. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.
- D. Certificate Holder should read:
Gwinnett County Board of
Commissioners 75 Langley Drive
Lawrenceville, GA 30046-6935

- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-7 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.
- H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is primary over any insurance program carried by the County.
- J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier and shall require each and every subcontractor of any tier to comply with all such requirements. The Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for the County.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- N. The Contractor shall make available to the County, through its records or the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bond (if required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.

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

BL089-26

Buyer Initials: SA

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.



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

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



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

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



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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 proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten (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 employs 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,



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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



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Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, 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.**