July 16, 2014

REQUEST FOR PROPOSAL
RP023-14

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for Bus Shelter Advertising, Installation and Maintenance Services on a Multi-Year Contract for the Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on August 25, 2014 at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for 10:00 a.m. on July 29, 2014 at the Gwinnett County Purchasing Office, 75 Langley Drive, 2nd Floor, Lawrenceville, Georgia 30046. All service providers are urged to attend. Questions regarding proposals should be directed to Janice Bradshaw, Purchasing Associate III at Janice.bradshaw@gwinnettcounty.com no later than 5:00 p.m., July 30, 2014. Proposals are legal and binding upon the bidder when submitted.

Successful service provider will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Janice Bradshaw
Janice Bradshaw, CPPB
Purchasing Associate III

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The following pages should be returned with your proposal:

- Revenue Proposal Form, Page 34
  (submit in separate sealed envelope)
- Company Information, Page 35
- References, Page 36
- Addendum Acknowledgement, Page 39
- Non-collusion Affidavit, Page 40
- Contractor Affidavit & Agreement, Page 52
- Code of Ethics Affidavit, Page 53
- List of Subcontractors, Page 54
I. Overview

The Gwinnett County Board of Commissioners ("County") for the Department of Transportation requests all qualified firms to submit competitive sealed Proposals to enter into a ten (10) year Contract for the installation, maintenance, and operation of Bus Shelters (or Benches where more appropriate), and the display of advertising thereon. The County seeks Proposals to maintain and operate existing bus shelters and to install additional bus shelter or bench units that are clean, safe and attractive, and in convenient locations to serve the needs of transit riders along the Gwinnett County Transit (GCT) local bus routes. The County will permit the selected Service Provider the exclusive right to offer advertising services on the bus shelters and benches and expects to share in those advertising revenues. The County desires this to be a turnkey operation with permitting, installation, maintenance, and advertising sales handled by the Service Provider.

The initial term of this contract shall be November 29, 2014 through December 31, 2014. This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract. In addition, the County has the sole right to terminate this contract absolutely and without further obligation on its part at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract shall automatically renew unless positive action is taken by the County to terminate the contract for a total lifetime Agreement term of ten (10) years, one month and two (2) days, upon the same terms and conditions.

The County has non-advertising bus shelters at park-ride lots and the Gwinnett County Transit Transfer facility on Satellite Blvd. The County also has 54 non-advertising bus shelters installed (or being installed) on the five GCT local routes. None of these non-advertising bus shelters are part of this solicitation or proposed agreement.

**Tentative Proposal Process Dates**

- Request for Proposals Issued: July 17, 2014
- Pre-proposal Meeting: July 29, 2014
- Questions Due: July 30, 2014
- Proposals Due: August 25, 2014
- Service Provider Interviews (if necessary): September 14-15, 2014
- Board of Commissioner’s Approval: November 4, 2014
- Notice to Proceed and New Contract Begins: November 29, 2014
II. Scope of Services and Contract Requirements

In an effort to provide shelters and benches for GCT local route transit passengers, the County requests proposals from qualified firms to provide all aspects of a transit shelter/bench advertising program. These services are to include fabrication, installation, maintenance, sales and administration of the transit shelters/benches with advertising. The Service Provider is responsible for all costs related to the fabrication, installation, operation and maintenance of the advertising transit shelters and benches as well as all costs incurred in marketing and administration of the program.

The County, through a private service contractor, operates five GCT local transit routes. The GCT local transit routes (10A/10B, 20, 30, 35, and 40) and their span of service hours can be viewed on the GCT website: www.gctransit.com. Individually, there are approximately 950 bus stops on the local routes; due to some routing overlap, altogether the discrete number of bus stops is less.

Generally, the Service Provider will be responsible for the following:

1. Evaluate Existing Shelter Inventory

The County is currently contracted with a Service Provider for bus shelter advertising services on 43 bus shelter units for a period of performance ending November 28, 2014. These units have been provided and installed by the current Service Provider. Refer to Exhibit A for the listing of existing units. As noted in Exhibit A, there are four (4) of the existing 43 bus advertising shelters located at inactive bus stops. Also noted in Exhibit A, there are two (2) locations previously permitted --- #716 requires pouring a base pad and # 723 has a base pad; and there are two (2) locations with existing base pads ready for bench installation. The selected Service Provider is required to remove the four inactive shelters for inventory and install two shelters and 2 benches at the specified locations within the first ninety (90) days of execution of the Contract and Notice to Proceed.

Exhibit B shows existing bus shelter # 755 on Satellite Blvd, north of Duluth Hwy (GA120). Each shelter is a standard design with mesh panels and including two (2) internally illuminated advertising panels with polycarbonate covers, either a two- or three-seat bench, area to display system route map, and trash receptacle as well as decals for GCT brand, shelter number, and customer service phone number.

The County will provide the Service Provider with an electronic copy of Exhibit A. Within the first thirty (30) days of the execution of the Contract, the Service Provider shall maintain a computerized inventory system of the Shelter/Bench program. The system shall have database, mapping and graphic information for recording the stop number, unit number, location, type, design and features of all installed units and the location, features, and status of proposed sites for units, including sites that have been rejected and/or removed.

Within 90 days of the execution of the Contract, Service Provider will also provide the County with a written report from a traffic engineer and other appropriate professionals confirming the safety of the location of all existing Shelters in terms of sight distance and other pedestrian or vehicular safety restrictions, Americans with Disabilities Act (ADA) accessibility/requirements,
and functionality. The County reserves the right to require remediation or relocation of existing Shelters based on this report. All costs will be borne by Service Provider.

Upon the termination of the Contract for any reason, the system and data shall become the property of the County without compensation to the Service Provider.

2. Design and Fabrication

The Service Provider will be solely responsible for designing and fabricating safe, structurally sound Shelters and Benches, subject to review and approval by the County. Shelters and Benches will be designed, engineered, and fabricated by the Service Provider at its sole expense.

A. General Remarks

The proposed Contract is a continuing initiative of importance to the Gwinnett County. Therefore, design excellence is of importance. Primary design goals are as follows:

i. Provide Shelters with meaningful protection from precipitation, wind, and sun.

ii. Provide Shelters/Benches compatible with the brand identity of Gwinnett County Transit as well as the various design contexts of municipalities or Community Improvement Districts for applicable locations.

iii. Provide Shelters/Benches that are easily accessed by transit riders.

iv. Enhance the appearance of the streetscape by providing attractive, high quality Shelter and Bench designs; Shelters shall have a unified visual image countywide (both original and new Shelters). Existing shelters are a dark bronze or brown color and new shelter colors should be compatible.

v. Provide a coordinated scheme of Shelter/Bench designs.

vi. Provide functional and durable Shelters and Benches with finishes designed for the duration of the Contract and that are vandal and graffiti-resistant.

vii. Provide Shelters/Benches that accommodate persons with disabilities as defined by the Americans with Disabilities Act (ADA) and with any other applicable federal, state, and local laws relating to accessibility for people with disabilities as applicable.

viii. Provide Shelters/Benches that comply with all Gwinnett County, State of Georgia, and Federal laws, rules, and codes related to materials, installation, and construction.

Shelter designs may be standardized but must be in harmony with the surrounding structures and community design standards. The Proposer should indicate how its basic Shelter design could be varied to suit specific contexts of municipalities or Community Improvement Districts. This might be achieved, for example, through alternative shapes or forms for component parts, alternate materials, and/or varying the color of applied finishes.

Paneled maps and signs shall be located so as to minimize their impact on the visibility of adjacent buildings and the interior of the Shelter. They shall not interfere with pedestrian or motorist sight lines necessary for traffic safety.

B. Size

Shelters shall be available in several sizes and configurations to meet the constraints imposed by various street conditions and users’ needs. As an example, the County recently purchased and installed two sizes of non-advertising shelters based on roof drip line dimensions of 12-
feet long X 7-feet wide and a 12-feet long X 4.67-feet wide with the narrower footprint for locations where space is limited in width. The 7-feet wide shelter has an interior shelter area of approximately 64 square feet; the 4.67-feet wide shelter has an interior shelter area of approximately 40 square feet. The Proposer may inspect the two shelter sizes at the following locations: Lawrenceville Hwy (US29), Lilburn, GA, south of Lilburn School Rd (narrow shelter) and Lawrenceville Hwy (US29), Lilburn, GA, south of Harbins Rd (wide shelter). Proposers are advised to visit these locations, as well as a substantial number of bus stops which do not currently have bus stop Shelters, to become familiar with the wide variety of built contexts and topographical conditions in which Shelters or Benches will be located.

The Proposer shall provide advertising shelters with similar dimensions as the County non-advertising shelters. There will be allowance for exceptions, if the above mentioned dimensions do not meet the needs of a particular bus shelter’s location. The Proposer may be required to adapt its basic Shelter design to specific street conditions and service needs, including extra-large Shelters for heavily used bus stops and Shelters with shorter and narrower footprints for sidewalks where space is limited in length or in width. With the approval of the Department, there is the option to change the size, style, and dimensions of the Shelters as long as Shelters adhere to ADA requirements and a unified visual image with other installed shelters. All elements of non-standard Shelter designs and Benches are subject to the written approval of the County prior to purchase or fabrication and installation.

C. Design Elements and Specifications
At a minimum the shelter and bench (where applicable) designs must incorporate the following amenities and features:

- Concrete pad
- Two internally illuminated advertising panels with 'lexan' polycarbonate or equivalent covers as part of shelter design
- County requires that all shelters will be illuminated and encourages the consideration of the use of independent power sources such as solar. Illumination must cover the interior of the shelter and the adjacent standing/waiting area and sidewalk. Underground connection to the local electric utility is preferable.
- A shelter map frame to display bus route maps and schedules as well as service notifications.
- Decaling for GCT branding and toll free phone number and email contact information for members of the public to call regarding shelter or bench cleaning and maintenance as well as NO SMOKING signage.
- Seating for at least three (3) persons
- A trash receptacle must be an amenity at shelter and benches.
• Reserved space on shelter for the County to mount GCT route number(s), bus stop id number, and text messaging information to aid customers in requesting next bus arrival times and GCT customer service.

• All Shelters and Benches must be ADA Compliant.

• All finishes must be durable, scratch-resistant, and easily maintained. Finishes accessible to the public must be graffiti-resistant.

• Safety – All of the electrical components of all structures must meet or exceed UL specifications and are to be equipped with ground fault interrupter switches (GFI) for safety. All electrical work must be performed by licensed electricians.

As a “go-by”, the following design elements were specified by the County for the purchase of its non-advertising shelters. The Proposer shall consider these as minimum guidelines for an advertising shelter design before including the design elements for advertising panels and other design amenities described above, and shall propose designs of equal or greater quality within the context of sections A. and B. above.

Gwinnett County Non-Advertising Shelter Specifications

Gwinnett County Transit System is not looking for custom shelters, but rather standard product line shelters that meet specifications. Complete detailed drawings should accompany all proposals, showing key connection details, and glazing system. Complete manufacturers specifications, warranty, and sales literature should also accompany all proposals.

Product Standards
1. **Sizes:** Two sizes shall be minimum 12 feet by 7 feet and 12 feet by 4-6 feet (roof drip lines)
2. **Height:** Interior floor to ceiling height shall be a minimum 7 feet.
3. **Style:** Perforated wall panels, each shelter must have three (3) enclosed sides (left, right and rear), a bench and trash can.
4. Only first quality materials, workmanship and finish shall be acceptable.
5. All materials and workmanship shall be guaranteed to be free of defects for a minimum of 1 year from date of delivery. Any defects shall be rectified to meet new specifications at the expense of the manufacturer, including parts and labor.
6. Finish shall be premium polyester powder coat, applied over a chromate conversion coat to AAMA 2604 specifications, or approved equivalent, and shall be warranted for a minimum of 5 years against lifting, peeling or flaking. The color should be Dark Bronze or approved equivalent.
7. All fasteners at ground are to be provided by manufacturer, and shall be stainless steel and sized to meet specified loads.
8. Any exposed fasteners should be colored to match the finish.
9. Welded connections are preferred. All fasteners at key connection points shall be stainless steel, and internally fastened, with no exposed fasteners on building exterior. Self-tapping fasteners or bolts fastened into threads cut into the aluminum framework at connection points shall not be acceptable.

10. Wall and roof panels shall be sealed as required to provide a waterproof barrier in compliance with Fed. Spec. IIS-001657 using ASTM C-920-79 sealants.

11. Shelters are to be manufactured and warranted by a qualified company with experience in the design and fabrication of similar structures. Qualified bidders should provide references from three (3) of the most recent, and concurrent, projects of similar scope.

12. All Shelters and any amenities within shall be certified to be fully compliant with all applicable ADA requirements.

13. All Shelters shall be fully designed and installed to withstand a WIND LOAD REQUIREMENT OF 90 MPH, with or without window and wall panels.

Shelter Framework
1. Frame construction shall be snap together type structural framing of 6063-T5 aluminum alloy extrusions, and shall be assembled using internally located mechanical fasteners. Exposed fasteners on the shelter exterior are not acceptable.

2. Shelters are to be surface mounted with fasteners compatible with concrete pads and/or footings, and shall have a standard 7-3/4 inch ventilation space at the bottom of the unit.

3. Framing members should be a minimum 2.5" x 2.5" x 1/8" thick square extruded aluminum tubes. Mullions should be 1.5" x 2.5" x 1/8" thick extruded aluminum tubes. Larger framing tubes to be used when required.

4. All aluminum extrusions shall be AA6063-T5, minimum 1/8" wall thickness.

5. Corner posts shall be minimum 3" x 3" with integral alignment channels for glazing system.

6. Adjustable plated steel feet, internally telescoping into the bottom of the posts shall accommodate a minimum 6" variation in pad surface level. The shelter level shall be maintained by a minimum of two, 1/4" stainless steel rivets or fasteners. Self-tapping screws shall not be acceptable.

Wall Panels / Glazing
1. Aluminum perforated panels shall be independent within the wall panel system with a concealed gasket system to provide a weather-protective enclosure, and may not be fastened to the exterior wall.

2. The standard perforated wall panel shall be at least .060" thick.
**Roof Design and Construction**

1. Roof design shall be a Standing Seam or other UV resistant Hip roof, minimum 1/8 inch thick, with 10-14 inch overhang.

2. Fascia shall be minimum 4" high for application of location identification decals and logo.

3. Runoff shall be diverted away from the open side and the drainage system shall be designed to eliminate the entrapment of standing water by leaves or other debris.

4. Roof color shall be the same as the shelter structure.

**Benches and Other Accessories**

1. Each shelter shall be equipped with a minimum 3-seat bench with “anti-vagrant bars.”

2. Seats should be capable of supporting a minimum of 600 lb. without permanent deflection.

3. Benches shall have a minimum 3 aluminum seat slats, nominally 2" x 4" with tamper proof stainless steel fasteners. Other bench designs will be considered, but must be specified at time of bid.

4. Benches will be surface mounted on concrete pad or pavement independent of the shelter structure, using stainless steel anchors. All fasteners are to be supplied under this contract.

5. Trash receptacle and map frame will need to be mounted to the structure using pre-fabricated holes or brackets using tamper proof hardware (provided by the manufacturer).

6. Color of all accessories shall match that of the shelter.

The County has no detailed specifications for bench designs other than the general guidelines stated above. Proposers shall submit their proposed bench design(s) with advertising panels in response to this RP.

**D. Engineering, Fabrication and Submittals**

The Service Provider shall have the Shelters and Benches fabricated by a manufacturer experienced in the fabrication of Shelters and Benches for urban installations. A statement of the fabricator's qualifications and experience as well as warranty information shall be provided as part of any Proposal.

The material descriptions above indicate minimum acceptable materials. Prior to fabrication, the Service Provider shall submit detailed engineering drawings and calculations to the Department of Transportation indicating the structural integrity of the proposed Shelter and Bench designs. At a minimum, the Service Provider shall submit the following to the Department of Transportation for review and approval prior to Shelter and Bench fabrication:
i. Design drawings and specifications signed and sealed by a Georgia licensed architect or engineer.

ii. Calculations demonstrating the structural integrity of the Shelters and Benches including: Bending, shear, axial and combined stresses on the frame. Deflection limits on the frame, siding and roofing. Foundation support should be resistance to overturning.

iii. Shop drawings should indicate details of each design. Fabricator shall certify the dimensions (length, height, and thickness), chemical composition, and structural properties of each material.

3. Number of Shelters/ Benches and Installation Schedule

The Service Provider shall install additional Shelters and Benches to achieve an inventory total of 150 existing and new units in place by the end of the third year of this Contract, and shall operate all Shelters and Benches for the length of this Contract. However, Proposers to this RP are encouraged to provide a more ambitious schedule. Failure to adhere to the base installation schedule or an optional expedited schedule as approved by the County will be grounds for cancellation of all or any portion of the Contract.

The Contract shall contain an option to install additional Shelters and Benches based upon performance and need. Proposers shall indicate the number of units to be installed in their proposal on the Revenue Proposal bid form included as part of this RP. Should the County and the Service Provider agree to increase the maximum number of Shelters and Benches during the term of the Contract, no more than twenty (20) percent or 30 additional units will be added to the total inventory in any year.

4. Shelter and Bench Locations

After execution of a Contract, the Service Provider will evaluate existing bus stops to determine which locations are feasible, will provide to the Department of Transportation lists of potential Shelter and Bench locations, will work with County staff to finalize Shelter and Bench locations, and will work with County and municipal staff and property owners to obtain approval for Shelter and Bench installations. The goal is to achieve a proportional distribution of Shelters and Benches on the GCT local route system. Service Provider shall also relocate Shelters and Benches as required during the term of the Contract.

As a first step, Service Provider will confer with County staff from Department of Transportation and Department of Planning and Development to develop site planning requirements and process and for reviewing and obtaining site location and installation approvals, as well as additional review/approval processes from municipalities for sites within incorporated areas and from Georgia Department of Transportation for sites on State routes.

A. Evaluate Potential Sites

Prior to any installation, the Service Provider shall visit each site to determine if there are any on-site or sub-surface conditions that make a location unworkable.

Based on the information obtained during its site visits, the Service Provider shall submit to the County a list of existing and potential advertising Shelter and Bench locations. Shelters and Benches shall be located at transit stops where the demand is greatest. The County shall
review the list and suggest changes to the proposed list within thirty (30) days of its submission. The Service Provider **may not enact** any decision to relocate/place Shelters and Benches without the prior written consent of the County.

Service Provider shall evaluate each site to determine whether a Shelter can be accommodated as outlined in the following criteria:

1. Clear Path. All Structures shall be installed so as to allow a straight unobstructed path ("clear path") for pedestrian circulation on the sidewalk at a distance of 7 feet from back of curb. No grates, utility access plates or similar uneven surfaces shall be included as a part of the clear path directly in front of a Shelter or Bench. A reduced clear path may be permitted by the County if necessary to allow the installation of a Shelter or Bench. In no case shall such clear path be less than 5 feet in width. The clear path for a Bus Shelter may include the area covered by the Bus Shelter’s roof overhang, provided such overhang is a minimum of 7 feet high.

2. Sight Lines. The placement of the Shelter or Bench shall not interfere with pedestrian or motorist sight lines necessary for traffic safety.

3. Minimum Distance Requirements. Unless otherwise stated, distances shall be measured between the nearest points, viewed in plan, of the Shelter or Bench and the specified object or element. Where a distance is required to be measured parallel to the curb line, the measurement shall be taken between the two lines perpendicular to the curb line, one touching the Shelter or Bench, and the other touching the specified object or element, that are closest to each other.

   a. The following minimum distances shall be required between the Shelter or Bench and the specified element or object:

      i. Ten feet from: Fire hydrants; standpipes; Siamese connections; driveways; and building lines extended at the intersection of two streets.
      ii. Five feet from: The trunk of any tree; canopies; information kiosks.
      iii. Three feet from: Street light and traffic signal poles.
      iv. Two feet from: Ventilation or other grills; manholes; access plates; street signs; fixed litter baskets; tree pits; valve boxes; telephones; mailboxes.

   b. No Shelter or Bench may be installed directly in front of a building entrance or exit without written permission from the abutting property owner. No Shelter or Bench shall be installed within 5 feet (measured parallel to the curb line) of a building entrance except where the Department of Transportation determines that this requirement cannot be reasonably met.

   c. No Shelter or Bench may be installed within 3 feet of the property line of a residential or commercial structure without written permission from the abutting property owner.

4. Electrical Sources. Shelters should be as close as possible, subject to all other distance requirements, to the source of electricity, if required for the operation of the Shelter. Such Shelters may not be sited farther than 15 feet from the nearest available electric power source, unless otherwise directed by the Department of Transportation. Service Provider is prohibited
from using a traffic signal or any power source across a major or protected roadway, unless authorized to do so by the Department of Transportation.

B. Contact Property Owners
The Service Provider will contact property owners adjacent to the chosen sites for any new Shelter or Bench installations. Such contact will be in written form. The content of the form shall be approved in advance by the County and shall include such items as whether Service Provider proposes to acquire easements or property acquisition and investigation of any subservice utilities and irrigation systems among others. This contact will be made at least thirty days prior to submitting potential Shelter/Bench location(s) to the County as described in Section 4.A above and will allow the adjacent owner ten days to respond to the County and/or the Service Provider with objections. When an objection is raised, the County, in consultation with Service Provider, will determine if the proposed Shelter or Bench site is viable.

C. Shelter/Bench Relocation
During the term of the Contract, the County may direct the Service Provider to remove, replace, and relocate structures as necessary to accommodate changing needs or to address unforeseen issues. The Service Provider, at the request of the Department of Transportation, shall be required to remove Shelters and Benches that interfere with the construction, maintenance, or repairs of public utilities, public works or public improvements, or which the County otherwise deems to be inappropriate at a particular location within two weeks of notice to remove/relocate the Shelter or Bench. At the request of the County, Shelters and Benches so removed shall be reinstalled when construction, maintenance, or repairs are completed or they will be relocated to sites approved by the County. All such removals, replacements, and/or relocations shall be accomplished at the sole expense of the Service Provider.

5. Construction and Installation
The Service Provider will be responsible for all construction and installation costs, including engineering site work, materials, labor, and providing Shelters with electric power. Service Provider will obtain easements and is responsible for all legal requirements or property acquisition related to construction of shelter and bench base pads. If required, easements are subject to the approval of County. Service Provider will obtain permanent shelter or bench easements in the County’s name.

Prior to proceeding with any permitted construction/installation of new or relocated units, or the removal of units or repair of sidewalks, Service Provider will notify Department of Transportation and abutting property owner of the pending work including details of work to be done and proposed schedule. Service Provider will work with parties to determine a mutually agreeable schedule.

A. Base Pads
As previously noted in Section 2.B, the Proposer may inspect the concrete base pads constructed for two recently installed non-advertising shelter sizes at the following locations: Lawrenceville Hwy, Lilburn, GA, south of Lilburn School Rd (narrow shelter) and Lawrenceville Hwy, Lilburn, GA, south of Harbins Rd (wide shelter). The base pads are constructed of 4-inch thick Portland cement concrete (3000 psi, Class A) with dimensions 12-feet long X 9-feet wide or 12-feet long X 5.5-feet wide with the narrower footprint for locations where space is limited in width. The County does not have existing length and width specifications for bench base
pads; proposers shall submit bench base pad dimensions as part of their bench design(s) with final dimensions subject to approval by the Department of Transportation. The pads are constructed with transverse expansion joints at 6-foot intervals and aligned with sidewalk and/or curbing expansion joints where abutting. Where a grass strip exists between curb and sidewalk, such grass strip shall be concreted in front of the shelter for the same 12-foot length as the base pad, and paved with materials of the same type, quality, color and texture. Where required by the site plan, the Service Provider should provide rear knee walls on cut slopes and retaining walls on fill slopes. Preference is to select locations as level as possible relative to street to minimize the need for knee or retaining walls.

B. Installation Methods
The Service Provider shall install all Shelters and Benches in a workmanlike manner, in compliance with all applicable codes and regulations. These shall include, but are not limited to, local zoning code, local building and electrical codes, local Public Works and Streets regulations, and the ADA. If the sidewalk is blocked due to installation, then the Service Provider will be responsible for notifying pedestrians with signage at each end of the block.

i. Trades - Quality workmanship, provided by skilled tradesmen, shall be employed for all items of the work. Licensed electricians shall complete all electrical work.

ii. Installation Details – Service Provider is responsible for developing installation details that insure the safe and secure operation of the Shelters and Benches. Metal sleeves recessed in the base pad are preferred. In special cases, Shelters and Benches may be secured using threaded anchor bolts or by bolted metal angles. Prior to installation of any Shelter or Bench, the Service Provider shall submit the following information to the County for review and approval:

- a. List of Shelters and Benches, indicating the installation method to be used for each.
- b. Engineering data, including final site plan and indicating that the Shelter design and installation method are safe, secure, and will withstand area wind loads.
- c. Written report in letter format prepared and sealed by a traffic engineer confirming adequate sight distance is provided as well as any other pedestrian or vehicular safety restrictions that would exist at the intended installation location with installation complete.

iii. The County will review and comment on all submissions within thirty (30) days of their receipt. The County reserves the right to request that any submission it finds to be incomplete or unsatisfactory is revised and resubmitted.

C. Permits
Service Provider will obtain all required permits from the Gwinnett County Department of Planning and Development, and from affected municipalities in incorporated areas and/or from Georgia Department of Transportation on State routes where required. Service Provider will pay any required plan preparation, application, and permit fees.

D. Sidewalk Repair
After the installation or removal of any Shelter or Bench, the sidewalk immediately under or adjacent thereto shall be restored to its proper condition by the Service Provider at its sole expense. All sidewalks shall be patched or replaced with materials of the same type, quality, color and texture. Materials shall be patched at a joint line.

E. Shelter Relocation
In some cases, new Shelters will replace existing Shelters or Benches. Service Provider is responsible for removal of base pad and electrical connections along with removal of the Shelter or Bench unit at its sole expense. Service Provider is responsible for relocating existing Shelters to new locations agreed upon by the County. Service Provider is further responsible for the installation of the Shelters at those sites, subject to the requirement in Section 5.B.ii.c regarding confirmation by a traffic engineer of the safety of the intended relocation.

6. Maintenance and Operations

Effective immediately as of the commencement of the Contract and throughout the Contract term, the Service Provider will be responsible for the maintenance and operation of the existing inventory as well as new additional units which altogether will comprise the advertising Shelter/Bench program. This responsibility includes the Shelter and amenities, the sidewalk fronting or under the Shelter, and all premises within five feet of the perimeter edge of the Shelter or Bench. Where the work to be done in connection with the operation, maintenance, repair, removal, or deactivation of the Shelters require that such work be performed by an electrician, the Service Provider shall employ and utilize only licensed electricians.

A. Maintenance and Operations Plan

Maintenance of all shelters and the area surrounding them shall be the sole responsibility of the Service Provider. For that purpose, a maintenance and operations plan must be submitted as part of the Proposer’s response to the RP. Proposers must indicate their plan for inspection and repair, which must include description of their plan for examination, repair, or replacement of shelter components. Service Provider shall pay all costs for the maintenance program and shall obtain and supervise all employees or subcontractors employed or engaged in the program.

At minimum, the following routine maintenance and operations services shall be provided:

i. Remove trash and debris from the Shelter or Bench, and the surrounding area and sidewalks at least twice-weekly. County may designate certain Shelters or Benches in high traffic areas for more frequent servicing and Maintenance Plan must make provision for this.

ii. Conduct a thorough inspection of each Shelter or Bench at least once every month. The County may, at its option, assign staff to accompany Service Provider on these periodic inspections. Determine what structural repair work is necessary and also including graffiti removal, replacement of non-functioning lamps, and faded/damaged decals. Repair work must be completed within 72 hours.

iii. Grass cutting and edging (during growing season) and sweeping of base pads, sidewalks and surrounding area at least once every month. During periods of high growth, the County at its discretion may require grass cutting every two weeks.

iv. Clean and wash all Shelter or Bench surfaces (including roof, frame, mesh, advertising panels and other display panels), base pad and sidewalks under and around the Shelter or Bench, at least every two months. County may designate certain Shelters or Benches in high traffic areas for more frequent servicing and Maintenance Plan must make provision for this.

v. Ice melt or similar noncorrosive product shall be applied to base pads, sidewalks and surrounding area as soon as conditions dictate.
vi. Snow and ice shall be removed from base pads, sidewalks and surrounding area as needed, and within twenty-four hours of the end of a snow event. A 3-foot access path for wheelchairs shall be cleared, and ice melt or similar noncorrosive product shall be applied as required to prevent slippery conditions.

B. Repairs
Damaged parts or components that have weathered corroded or which have become degraded because of wear and tear, and also including graffiti removal, replacement of non-functioning lamps, and faded/damaged decals, shall be repaired or replaced within 72 hours of inspection by the Service Provider or notification via customer complaints or by the County. All replacement parts shall be the same type, style, quality, material, and color as the parts used during the initial fabrication of the Shelters or Benches. Proposals should confirm that Service Provider agrees to maintain an adequate inventory of spare parts and support materials in stock to meet all maintenance and repair requirements of the program. During the term of the Contract, all obsolete or unused Shelters/Benches and parts will be stored at the expense of the Service Provider.

The base pad and sidewalk immediately under or adjacent to the Shelters or Benches shall be maintained in proper walking condition, level, and free of cracks or other irregularities. If necessary, the Service Provider shall repair or restore the concrete in this area at its sole expense. All sidewalk repairs shall match existing adjacent sidewalk concrete in color, texture, quality, and pattern.

Proposers should indicate how they will address the need for emergency crew dispatch to manage or secure hazardous or unsafe conditions as in the case of shelters struck by motor vehicles, subjected to wind damage, etc. as necessary to protect the public health and welfare. Structurally or electrically unsafe units, components, base pads, and/or sidewalks shall be cordoned off and designated with “Out of Service” signage within 4 hours of discovery, and removed or repaired within 72 hours of discovery. If Service Provider is unable to respond to the emergency in the specified timeframes, the County reserves the right to undertake the closures, removals and/or repairs and obtain reimbursement from the Service Provider; the Department of Transportation is solely responsible for determining what actions to undertake on an emergency basis in such instances.

Service Provider will provide Department of Transportation with a 24 hour emergency contact number for the purpose of notifying Service Provider of emergency maintenance issues. Service Provider will notify Department of Transportation immediately of any emergency issues reported to Service Provider via the Service Provider telephone contact number provided on the Shelter or Bench.

Shelters or Benches that are chronically and seriously vandalized over a 12-month period may be removed by the Service Provider with the approval of the County. If the Shelter or Bench is removed, the Service Provider is responsible for restoring the location to its original condition.

C. Response to Complaints
Any complaints the County receives concerning the siting, installation, or requested removal of Shelters or Benches shall be forwarded to the Service Provider by the County for immediate review, comment, and action. Additionally, all Shelters and Benches shall contain a conspicuously posted telephone number of the Service Provider to which the public may direct
maintenance and related complaints and comments. Service Provider shall cooperate with the County by timely responding to any complaints.

Service Provider will maintain records of all complaints reported, and including actions taken to resolve issue, and response to citizen by Service Provider. The records shall include dates of complaint, actions taken, and units involved. The Service Provider will provide this log to the Department of Transportation within 15 days following the end of each month.

D. Maintenance and Operations Records

The Service Provider shall record all maintenance and operations records, including inspections, preventive maintenance, routine cleaning, and repair tasks performed at each Shelter or Bench in the computerized inventory system of the Shelter/Bench program as referenced in Section 1. The nature of the task shall be recorded, along with the date and time that each task was completed and the person responsible for completing the task. This information shall be transmitted to the Department of Transportation within 15 days following the end of each month with such reporting beginning the second month following the commencement of the Contract and throughout the Contract term.

E. Liquidated Damages

Liquidated damages shall be assessed related to Service Provider’s failure to perform such maintenance to the schedule required by the Contract, and to the satisfaction of the County. Failure to perform shall be determined solely by the County based upon Service Provider’s performance in providing required maintenance, repair, trash/debris removal, or cleaning within the time limit specified. The schedule of liquidated damages is as follows:

- Failure to perform trash or debris removal on required twice weekly schedule, or more frequent servicing schedule if designated by County for certain shelters or benches in high traffic areas:
  - $50 first incident
  - $100 each incident thereafter

- Failure to perform inspections on required monthly schedule and repair deficiencies within 72 hours of discovery or notification via customer complaints or by County:
  - $50 first incident
  - $100 each incident thereafter

- Failure to perform grass cutting and related services (during growing season) and sweeping services on required monthly schedule or notification via customer complaints or by County:
  - $50 first incident
  - $100 each incident thereafter

- Failure to perform cleaning services on required two month schedule or notification via customer complaints or by County:
  - $50 first incident
  - $100 each incident thereafter

- Failure to perform snow and ice services as required and within specified times:
  - $50 first incident
$100 each incident thereafter

- Failure to perform emergency services as required and within specified times:
  $50 first incident
  $100 each incident thereafter

Repeated failure to perform such maintenance to the satisfaction of the County may be deemed a default in performance by the Service Provider and grounds for cancellation of all or any portion of the Contract. The County maintains the right to inspect Shelters and Benches and to order compliance with installation, maintenance, operational and repair requirements.

7. Operation of Advertising Program

The Service Provider shall operate the franchise in accordance with professional standards and subject to the terms and conditions of this RP. The Service Provider shall use its best efforts to solicit and sell all available advertising space on the Shelter and Bench program.

A. Servicing and Sales Functions

Service Provider shall be responsible for selling advertising space, fabricating the advertisements, receiving payments from advertisers (and distributing payments to the County on the agreed-upon schedule), attaching advertisements to Shelters and Benches, maintaining advertisements on Shelters and Benches, and removing advertisements from Shelters and Benches.

Maintaining a clean and well-kept environment for our customers, the public and our employees is of paramount importance to Gwinnett County Transit. Since empty advertising spaces may diminish the appearance of Shelters and Benches, the practice of overposting on any of the elements presented in the RP is allowable. Over-posted advertising must remain in “like-new” condition. The Service Provider shall report monthly on the rate of overposting in conjunction with its monthly reporting on available and used inventory. The Proposer should address its understanding and acceptance of this policy in its Proposal and suggest methods to control overposting. The County shall also permit the use of unsold space for the purpose of promoting the Gwinnett County Transit advertising franchise; the County will not grant the Service Provider any other use of unsold space without compensation to the County without the express written permission of the County. However, as stated above, the County requires that no advertising space be left empty for long durations of time.

The Proposer should explain its procedure for removing dated materials at the end of a contract term. The County requires that all dated materials be removed within ten days of the end of a contract. All removed materials shall be disposed of properly. The Service Provider shall include in the monthly and/or quarterly reports the status of removal of expired or obsolescent ads.

Service Provider shall warrant that individuals or characters appearing or depicted in advertisements have provided their written consent and have been compensated by Service Provider for their appearance, if appropriate. The County shall not be held liable for any copyright infringement or liabilities from advertisements placed and/or created by the Service Provider or any third party. The County retains the right to use pictures of Shelters and Benches (with or without advertisements) to promote itself and/or the Shelter/Bench program.
without obtaining prior permission from Service Provider and/or any third party, and without additional expense/charge.

The Proposer shall submit as part of its proposal a detailed Sales Plan that describes the sales strategies of its organization. Gwinnett County Transit wishes to maximize revenues from its advertising franchise through achievement of a reasonable mix of national, regional and local sales. The plan shall include sales strategies that the Service Provider will employ to sell advertising with the goal of achieving the maximum utilization of all space available for sale.

The Service Provider must offer a Sales Plan that will respond to the different demographic profiles of the Greater Atlanta/Gwinnett markets such as well as the special opportunities in the African American, Asian and Latino markets, among others, present. The Sales Plan should detail efforts that the Service Provider will make to win national, regional and local advertising buys.

The Sales Plan should discuss the potential for such as cross promotions or merchandising with advertisers. The Sales Plan offered by the Service Provider should include information regarding how national, regional and local sales will be handled. In particular, the Plan will provide information on who will bear primary responsibility for these sales, this person’s previous experience in sales and his or her resume(s). The Proposer must explain how it will establish and maintain a physical office in the metro Atlanta area providing a continuous sales effort within the service area conducted by a professional staff of sufficient size to assure adequate service to all advertising clients. Should the Service Provider decide to subcontract for this service, the credentials of that organization must be provided with the proposal.

The Proposer, in its proposal, will identify staff responsible for regional and local sales and the offices where these individuals will be located. A Sales Manager shall be named in the proposal and that candidate’s resume will be provided to the County for its review. Names and resumes of all individuals engaged in the sale of any space on Shelters and Benches will also be presented in the proposal. Should the Service Provider subcontract for local sales, the qualification of the proposed sales organization shall be presented to the County for its review with the proposal. At no time will the County allow for its advertising space to be subdivided or resold by any parties other than the Service Provider and its designated sales agents, without the express written consent of the County.

Each Proposer should recognize the importance the County places on regional and local sales activity for building a more robust Gwinnett County Transit advertising franchise. The Contractor must also comprehend the unique differences in the various Gwinnett County markets and take actions to insure that sales will be maximized throughout the Gwinnett County Transit service area. The use of creative sales strategies are encouraged, but not at the expense of revenue. The Service Provider’s Sales Plan should demonstrate that it employs the best strategies to maximize revenues.

The Service Provider’s Sales Plan should also explain the types of marketing/sales materials that will be developed to support the sales activity and any advertising or other forms of marketing that will be used to influence media buyers to consider the Gwinnett County Transit advertising franchise.

**B. Size and Types of Advertising**
Each Shelter design shall have a standard advertising panel configuration, and Service Providers are encouraged to submit their best proposals for advertising panel layout as well as the advertising layout design(s) for Benches and any other revenue opportunities. No audio advertising will be permitted on Shelters or Benches.

Proposals must include advertising placement as a part of all Shelter and Bench designs. Advertising placement must be clearly set forth in the design section. Panel placements and square footages must be indicated in design proposals.

Specific to Shelter designs, each Shelter may have a maximum of two advertising signs preferably arranged back to back. Advertising shall be located on Shelter end panels aligned perpendicular to the curb. In locations dictating a narrow Shelter without panels, advertising may be located on the back of the Shelter facing the street. The total maximum advertising area can be up to 48 square feet on Shelters. The maximum size of each sign shall not exceed 24 square feet of display area. The maximum advertising height shall be 6 feet on Shelters and in no event shall exceed the height of the structure. Advertising shall not extend beyond the advertising panels and shall not wrap the structure or roof without the prior approval of the Department of Transportation.

The County will evaluate Shelter configurations based upon a number of factors, including overall aesthetics of the advertising placement plan. The County evaluation team will assign low score to any advertising design that is cluttered, or detracts from effective operational functionality. Layouts that substantially obscure vision into or out of the Shelters or otherwise create visual barriers or safety hazards are not acceptable.

The County expects to consult with the selected Service Provider to establish approved standard advertising configurations, which will include placements and square footages. The Service Provider will not vary advertising layouts from those standards.

In evaluating proposals the County shall be the sole judge of what is appropriate in terms of aesthetics, layout, effectiveness, functionality or workability for the Shelter/Bench program.

C. Gwinnett County Transit Advertising Standards and Guidelines

Please note that these standards and guidelines are subject to final legal review. The County reserves the right to modify these standards and guidelines prior to entering into the Contract with the selected Service Provider.

All advertising displayed on bus shelters and benches shall be limited to that which proposes a commercial transaction. The following standards for advertising have been adopted and advertising copy must not be displayed which:

- Is false, misleading, or deceptive.
- Relates to or promotes an illegal activity.
- Is explicit sexual material, obscene material, or material harmful to minors or others.
- Advertises alcoholic, tobacco products.
- Depicts violence and/or anti-social behavior.
- Includes language, which is obscene, vulgar, profane or scatological.
- Relates to instruments, devices, and items, products or paraphernalia, which are
designed for use in connection with sexual activities or with the use of illegal drugs.
- Advertising promoting contests shall be verified to insure that the contest is being conducted with fairness to all entrants and that the contest complies with all applicable laws.
- No implied or declared endorsement of any product or services by Gwinnett County is permitted in any advertisement.

Advertisements that cause public criticism or are found to be offensive by transit riders or members of the public or are deemed to be objectionable by the Gwinnett County Director of Transportation or the Director’s designee shall be removed within 24 hours by the Service Provider upon the receipt of official verbal or written notice. The objectionable advertisement shall be removed at no expense to the County.

Beyond the above, the Service Provider will be expected to review advertising content according to its own guidelines of acceptability. The County will not screen individual advertising content prior to posting unless specifically requested to do so by the Service Provider. Whenever the Service Provider requests that the County review an advertisement, the County shall be the sole judge of whether an advertisement will be posted. The County expects the successful proposer to use its best judgment in the acceptance of advertising to reduce or eliminate the potential of conflict with Gwinnett County Transit Advertising Standards.

Service Provider shall strive to not place advertising on units where such location would be in direct competition to the commercial endeavors of the adjacent business. The County reserves the right to request the Service Provider to relocate advertising at its discretion.

Nevertheless, in all contracts the County reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties.

D. Advertising Rates
The Service Provider shall lease all advertising space at fair market, advertised rates. The Service Provider agrees to provide the County with a copy of its printed rate schedule. This rate schedule will be published and furnished to the County for review at least once each year during the term of the Contract.

The Proposer, in its Proposal, shall explain how it would establish national, regional and local rates for the advertising space. The Proposer shall explain any premium charges or discounts that would be offered to advertisers and its suggested policy for overposting.

The rates for production and advertising space shall be separate. The County will not allow the Service Provider to co-mingle the charges for production and space. Production costs are separate and apart from the agreement between the County and the Service Provider. The guarantee/revenue share to be paid to the County will be based solely on the value of the advertising space sold and not production costs. The rates charged by the Service Provider are subject to audit by the County. The Proposer(s), in its proposal, shall explain its internal controls and procedures for verifying and validating actual billings against rate card rates.
E. Limitations on In-Kind Payments
The Service Provider shall obtain prior approval from the County before accepting any advertising trade-outs or other non-cash or in-kind consideration as payments for any advertising rights with respect to the Shelter and Bench program.

F. Record Keeping and Reporting of Monthly Sales
The Service Provider shall keep full and accurate records, rendering monthly reports to the County as of the last business day of each month. This monthly report shall include, at a minimum, the total gross monthly billings submitted by the Service Provider, less reasonable and standard industry deductions such as agency commission fees (limited to no more than 15%) to recognized advertising agencies and media buying/placement organizations and other standard industry deductions, to determine Net Revenues; the Service Provider is cautioned that internal sales, that are sales between operating divisions of the same parent company, shall recognize the commission only when the divisions operate as entirely separate companies. “Net Revenues” is defined in Section II.7.G below. No other expenses or costs shall be deducted from the gross billings prior to determining the County’s Net Revenue Share. All operating expenses and other costs shall be included in and paid exclusively from the Service Provider’s share of total revenue.

The Service Provider shall submit these reports to the County no later than the 15th day of each month following the month of service.

The Service Provider shall create and maintain adequate financial records, in accordance with generally accepted accounting practices, of its revenues with respect to this Shelter and Bench franchise advertising program. The County shall have the right to audit the records of the Service Provider once each year of the Contact term or at its convenience. The Service Provider shall make available all sales records and posting information required to perform such an audit.

G. Payment of Revenue Share to Gwinnett County
The County is seeking a revenue sharing arrangement with the selected Service Provider consisting of a Net Revenue Share of total annual billings, inclusive of a minimum Annual Revenue Guarantee.

“Net Revenues" is defined as gross revenues invoiced by the retail seller of advertising space, including barter not to the benefit of the County in lieu of cash payment, minus the following deductions:

- The standard advertising industry agency commission, which shall not exceed fifteen percent (15%);
- Quantity purchase discounts actually allowed;
- Reasonable cash discounts, not to exceed two percent (2%);
- Taxes separately stated to and paid by third parties and payable to or by the Service Provider;
- Amounts paid by advertisers in connection with design, fabrication, production or shipping of copy or display material.

In the event that the County and the Service Provider agree to increase the maximum number of Shelters and Benches during the term of the Contract as previously noted in Section II.3, the
County and the Service Provider agree to renegotiate the Revenue Guarantee that reflects the increase in available advertising space.

The selected Service Provider shall pay to the County one-twelfth (1/12) of the Annual Revenue Guarantee by the 15th of each month. In the event that the County does not receive a monthly payment, the County shall assess interest at the rate of one percent (1%) per month, compounded monthly, on the unpaid amount. The revenue for 2014 will be carried forwarded and added to the January 2015 payment.

At the end of each contract year and in the event that the County's contractual share of Net Revenue exceeds the minimum Annual Revenue Guarantee for the contract year, the selected Service Provider shall pay to the County the extra revenue within 30 days of the end of the contract year. In the event that the County does not receive the “true up” payment, if any is payable, by the due date, the County shall assess interest at a rate of one percent (1.0%) per month, compounded monthly, on the unpaid amount.

8. Ownership of Bus Shelters and Benches

Responsibility of assets in terms of all existing Shelters and Benches will transfer to the Service Provider during the term of the Contract.

The County may elect to take possession of existing Shelters and Benches, or to have the outgoing Service Provider hand over possession to a succeeding/ incoming Service Provider. Unless otherwise specified by the County at a later date, no Service Provider shall maintain possession of existing Shelters and Benches beyond the expiration of the Contract except as may be provided for under another Contract. An outgoing Service Provider will be expected to offer all reasonable assistance to ensure a smooth transition. The successful Proposer, as incoming Service Provider, shall be expected to offer any and all reasonable accommodations to the outgoing Service Provider. The County shall be the sole arbiter of any and all disputes arising during and as a result of the transition period. All terms, conditions, payments, etc., shall remain the same throughout the replacement period.

In the event of termination in whole or in part due to the default of the Service Provider, the Shelter and Bench inventory in place shall, at the County’s discretion, become the property of the County without any compensation to the Service Provider. The County may direct the Service Provider to remove any or all of the Shelters and Benches and restore their sites to their proper condition; removal and restoration shall be at the Service Provider’s sole expense.

In the event that the County cancels the Contract in whole or in part, for any reason other than by reason of default of the Service Provider (i.e. not for cause), the County shall take possession of the existing Shelters and Benches at no cost to the Service Provider. The County may direct the Service Provider to remove any or all of the Shelters and Benches and restore their sites to their proper condition; removal and restoration shall be at the County’s expense.
III. Proposal Format and Evaluation

Each proposal will be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable representation of the proposer’s capabilities and experience. The response to this RFP must be made in accordance with the format set forth in this Section for items III.2 through III.8. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

The submitted proposal package should be responsive to the specific range of issues elaborated in this request. Submission of excessive “boiler plate” information, including sales or product brochures, is discouraged.

Technical Proposal:
Proposers are requested to submit one (1) unbound, single-sided original (use binder clip or rubber band), and four (4) bound copies. Make sure the envelope lists your firm’s name and the proposal number. All copies of the proposal must be identical.

Revenue Proposal Form:
Submit the Revenue Proposal Form in a separate sealed envelope with your firm’s name, the proposal number, and “Revenue Proposal” marked on the outside. Please submit one (1) unbound single-sided original and four (4) bound copies.

CD/DISC:
Provide one (1) CD or Disc of the entire proposal. Please save the Revenue Proposal Form as a separate file on the CD. Please label the CD with your firm’s name and the proposal number.

NOTE: All forms, certifications, acknowledgements, affidavits, agreements and requirements contained herein must be completed, signed and submitted in response to this RFP.

1. Method of Selection

A Proposal Evaluation Committee will be established for this project and will include representatives from the County and when deemed in the County’s best interest, representatives from other agencies and individuals with experience in out of home advertising. Upon receipt of the Proposals, the County will provide a copy of the proposal to each member of the Proposal Evaluation Committee. Duties of the Committee will include:

- Review and evaluation of Written Proposals
- Participation and evaluation of Onsite Interviews (if Committee decides to conduct)
- Recommending Award of a Contract
Proposal evaluations will be weighted as follows:

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Scoring Points</th>
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<tbody>
<tr>
<td>Financial Strength</td>
<td>(0-10 points)</td>
</tr>
<tr>
<td>Qualifications and Experience</td>
<td>(0-15 points)</td>
</tr>
<tr>
<td>References</td>
<td>(0-5 points)</td>
</tr>
<tr>
<td>Qualifications of Proposed Project Team</td>
<td>(0-10 points)</td>
</tr>
<tr>
<td>Business and Sales Plans</td>
<td>(0-15 points)</td>
</tr>
<tr>
<td>Innovative Approaches</td>
<td>(0-5 points)</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td><strong>60 points</strong></td>
</tr>
<tr>
<td>Compensation Plan (Revenue Proposal Form)</td>
<td>(0-40 points)</td>
</tr>
<tr>
<td><em>(submit in separate envelope)</em></td>
<td><strong>Total</strong></td>
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<tr>
<td>Optional Onsite Interview</td>
<td>(0-10 points)</td>
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<tr>
<td><strong>Maximum Total</strong></td>
<td><strong>110 points</strong></td>
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</tbody>
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2. Cover Letter

The proposal should contain a cover letter and introduction (not to exceed two pages) that includes the company name and address as well as the name and telephone number of the persons who will be authorized to represent the bidder regarding all matters related to the proposal and any contract subsequently awarded to the proposer. A person(s) authorized to bind the company to all commitments made in the proposal shall sign this letter.

The cover letter shall also:

- Demonstrate the proposer’s understanding of the Scope of Work
- Summarize the key points of the proposer’s Business and Sales Plans

3. Compensation Plan

The County is seeking a revenue sharing arrangement with the selected Service Provider consisting of a Net Revenue Share of total annual billings, inclusive of a minimum Annual Revenue Guarantee. A Revenue Proposal Form is included as part of this RFP. Proposers shall submit this form as their official revenue proposal *(in a separate envelope)*. The Service Provider shall pay the County its revenue shares submitted by the Service Provider in their proposal. Failure to incorporate this bid form in their proposal *(in a separate envelope)* will result in the proposer’s bid being considered non-responsive.

Proposers shall include a Pro Forma Financial Income Statement that identifies the expected total gross revenue and expenses associated with providing the proposed services. The pro forma shall include, but not be limited to, identifying all underlying assumptions regarding the initial level of investment (and source of funds), anticipated revenue (including proposed rate schedules) and percentages of national, regional and local sales anticipated by the Service
Provider. The County will not compensate the selected Service Provider for expenses associated with the preparation of his proposal or for operating costs associated with the sales, operation and management of the franchise transit advertising program.

The selected Service Provider shall pay to the County one-twelfth (1/12) of the Annual Revenue Guarantee by the 15th of each month.

The selected Service Provider shall report the annual Net Revenue at the end of each contract year. In the event that the County’s contractual share of Net Revenue exceeds the minimum Annual Revenue Guarantee for the contract year, the extra revenue shall be paid to the County within 30 days of the end of the contract year.

Proposers shall also provide thorough answers to the following list of questions. The responses to these questions will be included in the County’s evaluation of the proposer. In addition, the responses to the questions will be incorporated into and made a part of the contract. **In your proposal, please restate the question followed by your response.**

a. Discuss the compensation structure of the firm’s compensation plan recommended to the County. Explain its benefit to the County.

b. Explain the firm’s financial ability to provide satisfactory contract security to cover the guaranteed payment to the County.

c. Discuss the firm’s approach to maximizing revenues from all sources of its proposed advertising program.

**In addition to providing a proposal on the Compensation Plan described above, Proposers may indicate alternate or other methods of determining compensation especially if another method would result in increased revenues to the County. In such instances the proposal must provide a clear discussion of the basis for generating and calculating the County’s portion of the revenue stream. The County is not however obligated to review an alternate.**

Points will be awarded for the amount of revenue or best value the County could anticipate receiving from the Proposer. The total overall revenue will be rated from 0 to 40 with the total highest revenue to the County equal to 40 and other proposals rated proportionately less. In calculating points, 100% of the guaranteed revenue amount will count towards points. Nonguaranteed revenue will not count as heavily, even if the amount is the same as guaranteed revenue, because it is speculative and receipt of such funds by County is not assured. The Proposal Evaluation Committee, whose decision shall be final, will determine the amount of non-guaranteed revenue counted towards points. Also to be considered is the effect on County revenue that might result from proposed exceptions to the Sample Contract.

**4. Financial Security of the Proposer**

The proposer shall provide proof of financial ability to cover the cost of developing the advertising franchise and to make regular payments to the County. Financial resources shall be demonstrated by submission of audited financial statements for the Proposer’s three most recent fiscal years, or comparable documentation.
The Proposer should submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved. Financial security should include a statement from certified public accountants as to the financial status of the firm and statements detailing any previous bankruptcies of the proposer or its parent organization.

5. Qualifications of Proposer

Proposers shall include a description of the qualifications and experience of the firm in operating bus shelter and bench franchise advertising programs. Each proposal must include a detailed narrative setting forth the background, experience, and qualifications of the firm(s) and the principals of the firm(s), including a list of previous completed and ongoing work that is similar or related to that described in the Scope of Services required pursuant to this RP. Such information should identify the agencies, counties or municipalities where such services are or have been provided, and should also describe in detail the scope and value of relevant current and past contracts, licenses, franchises, and any other agreement. In addition, the proposer shall include information in forms such as photographs to demonstrate its existing structures in operation in other agencies, counties or municipalities.

On the References Form provided herein, proposers must provide three (3) client references where work of a similar size and scope has been completed and/or ongoing. The primary means of contact will be made by email with potential phone follow-up; it is the Proposers responsibility to fully complete the References Form and ensure accuracy of the contact information.

Proposers shall also provide thorough answers to the following list of questions. The responses to these questions will be included in the County's evaluation of the proposer. In addition, the responses to the questions will be incorporated into and made a part of the contract. In your proposal, please restate the question followed by your response.

a. Explain your firm's approach to developing an out of home advertising program.

b. Prior to pursuing a contract, what research does your firm execute and what are the key factors in deciding to pursue a contract.

c. Please describe your knowledge of the Greater Atlanta Media Market.

d. Describe the performance standards your firm has established for its contract. In particular how does your firm raise the value of its client’s transit advertising franchises?

e. How is the performance of your managers and other management personnel measured?

f. Has your firm ever failed to complete a contract that was awarded to you? Has your firm ever defaulted or been terminated from a contract?

g. List other contracts awarded to your firm where services were similar in scope, size or discipline. Describe similarities and differences of each of these services compared to the service contained in this RFP.
h. Does your firm have established relationships with advertisers in the Greater Atlanta market?

i. Many firms have adopted a profile for the managers they hire. Does your firm have such a profile? Explain.

6. Qualifications of Proposed Staff and the Organization of the Operation

This section shall include, but is not limited to, a listing of all required personnel and qualifications for each key position. A Project Manager must be designated and identified, and a detailed resume must be submitted; resumes of other key personnel should also be provided. The percentage of the project manager's time dedicated to this project should be included, along with the dedicated time of other key personnel. If personnel must be shared with other projects, indicate how much time will be devoted to other projects. If subcontractors are to be used, describe the arrangement as well as their role in the project. This section shall include an organization chart detailing the name, title, firm and responsibility of key personnel assigned to the project.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in the County’s evaluation of the proposer. In addition, the responses to the questions will be incorporated into and made a part of the contract. In your proposal, please restate the question followed by your response.

a. Who will be the Project Manager for this project? Explain this person's background, experience and include a resume.

b. Describe the tasks to be assigned to the Project Manager of this project and the percentage of time that will be devoted to these tasks.

c. Describe the tasks to be assigned to other staff assigned this project and the percentage of time that will be dedicated to these tasks.

d. Provide an organizational chart for your firm that depicts how your corporate staff will support and interact with the local project staff.

e. How does your firm intend to install and maintain shelters/benches and produce and install advertising-using its own personnel or to subcontract for that responsibility?

f. If the contractor proposes to use subcontractors to provide any of the services, identify the services to be provided and include the name, address and telephone number of each subcontractor involved in this proposal. A List of Subcontractors form is included as part of this RP.

7. Operating Methodology

The proposal shall include a detailed work plan that responds to itemized requirements referenced in the Scope of Work. The work plan shall include the business plan (including installation, operations and maintenance elements) and the sales plan, and describing in detail the Proposer’s plans pertaining to design, manufacture, installation, maintenance, and
operation of each of the types of Shelters and Benches. In addition, the narrative must describe the Proposer's plans for administering and marketing the franchise structures and the advertising thereon. The narrative must also describe the proposed computerized inventory and information-sharing system, including the reports to be made available to the County. The narrative must include a staffing plan for all aspects of the Contract.

Drawings
Each Proposal must include color renderings and drawings of each basic design for each type of Shelter and Bench, as described in the Scope of Services section of this RP. The drawings shall show all proposed amenities, all necessary utility connections, and all special features unique to that type of structure. Methods by which each basic design can be varied to suit specific contexts shall be indicated by means of notes and/or additional graphic representations.

The drawings required for each type of Shelter pursuant to this section shall include the following, drawn to a scale of ¾ inch to 1 foot for plan, transverse and longitudinal sections; ½ inch to 1 foot for front, side and rear elevations. In addition, the following detail drawings are required, drawn to scale as appropriate: construction, including the method of mounting the structure to the base pad; structural; and electrical. Drawings shall be accompanied by an outline specification indicating the type, grade, thickness, and finish of every proposed material. A description of anticipated routine maintenance and repair tasks associated with each material shall also be included.

Maximum drawing size shall be 30 inches by 42 inches. All dimensions shall be included on the drawings indicating in detail methods of construction and the specific types of materials and finishes to be used, including colors and textures as applicable. Notes shall also confirm that the designs meet applicable code requirements. Proposers may be required to submit additional items including perspective drawings, model photographs, and samples of materials, as well as additional sets of drawings (including reproducible). Note that all final design drawings of the selected Service Provider shall bear the seal of a Professional Engineer or Registered Architect licensed by the State of Georgia.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in the County’s evaluation of the proposer. In addition, the responses to the questions will be incorporated into and made a part of the contract. In your proposal, please restate the question followed by your response.

a. Discuss your firm’s proposed business plan (including installation, operations and maintenance elements) for the Gwinnett County Transit project.

b. Discuss your proposed sales plan and provide an explanation of rates to be charged and how these rates will be established.

c. Discuss proposed contract and billing reports, and provide sample copies.

d. Discuss proposed process used in the collection and accounting of revenue, and payment of revenue to the County.
8. Innovative Approaches

Outline a detailed plan that offers innovative approaches to generating revenues from national, regional and local sources and from new, as well as existing, advertising mediums, as well as approaches which enhance the perception of Gwinnett County Transit’s Shelters and Benches, brand identity, etc.

Proposers shall also provide thorough answers to the following list of questions. The responses to these questions will be included in the County’s evaluation of the proposer. In addition, the responses to the questions will be incorporated into and made a part of the contract. In your proposal, please restate the question followed by your response.

a. Explain the firm’s understanding of the project scope and issues and substantive work plans to meet or exceed the County’s requirements and the enhancement of the County’s advertising franchise.

b. Discuss the quality and completeness of work plans that demonstrate a sound approach to developing a solid transit advertising franchise for the County.

c. Discuss the firm’s recognition of market segmentation as it relates to Gwinnett County.

d. Explain Proposer’s approach to both selling and posting advertising appropriate to the different settings in which Gwinnett County Transit operates.

9. Evaluation Process

Each individual on the Proposal Evaluation Committee will independently review, evaluate and rate the written proposals based on quality and substance of the proposal. Committee members may solicit and share reference information and technical advice (whether supplied by the Proposer or others) concerning any proposal, proposer, technology or financial arrangement and incorporate this information into their evaluation. The written proposals will be evaluated against the criteria enumerated in this RFP and the evaluation committee will evaluate and score the technical proposals. Once the technical proposals have been scored, the Revenue Proposal will be opened, evaluated and scored, and the score will be added to the technical score. At the discretion of the committee, a short list may be compiled based on the highest-ranking firms.

The Committee may invite any number of the highest rated Proposer(s) to participate in onsite interviews. All expenses related to the participation in the onsite interviews are the responsibility of the Proposer(s) with no obligation to the County. The decision to interview and the number of Proposers to interview is at the sole discretion of the Committee. The interview (if required) will be evaluated and scored, and this score will be added to the overall score. The Proposer with the highest score(s) will be recommended for award contingent upon approval by the Gwinnett County Board of Commissioners. The County reserves the right to negotiate with the selected Proposer for revenues and concessions that are in the best interest of the County. Upon the County’s award of the contract, the County will present a contract for execution to the selected Proposer. If execution of this contract with the selected Proposer is unsuccessful, the County will negotiate with the second ranked Proposer and so on until a satisfactory agreement has been reached.
There will be no bias in terms of a solution and/or a solution framework so as to afford all Proposers an even playing field when the proposals are evaluated. The County reserves the right to ask for additional information and clarification from or about any or all Proposers.

10. Notice to Proposer

a. Gwinnett County is not responsible for costs incurred by anyone responding to this Request for Proposal.

b. Upon submission, all proposals become the property of Gwinnett County, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.

c. Gwinnett County expressly reserves the right to amend or withdraw this Request for Proposal at any time and to reject any or all proposals. Any amendments will be made in writing, and no verbal modifications will be binding.

d. Gwinnett County is not bound to accept the highest revenue proposal.

e. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.

f. Gwinnett County reserves the right to negotiate contract terms contemporaneously and/or subsequently with any number of proposers as the County deems to be in its best interests.

g. Any exceptions to the requirements of this RP, including the language in the sample contract, must be included in the proposal submitted by the Proposer. Identify the exceptions as a separate element of the proposal under the heading “Exceptions/Deviations”. Failure to note exceptions shall be deemed a waiver of objections.

h. Gwinnett County reserves the right to request any additional information at any stage of the Request for Proposal process. Compliance shall be at the proposer’s expense.

i. Successful Proposer will be expected to sign a Service Provider Contract developed by Gwinnett County (sample contract enclosed).

j. Note: The proposal should contain a statement that the Proposer has carefully reviewed the contract, can meet all insurance and other requirements, and if selected, will sign the contract.

11. Miscellaneous
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 by 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.
Termination for fund appropriation: The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the County's termination of this Agreement for fund appropriation, 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 Service Provider which shall itemize each element of performance.

Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become the property of Gwinnett County when received. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.
### EXHIBIT A

**GWINNETT COUNTY TRANSIT - ADVERTISING SHELTERS**  
7/1/2014

<table>
<thead>
<tr>
<th>Shelter#</th>
<th>Location</th>
<th>Route</th>
</tr>
</thead>
<tbody>
<tr>
<td>701</td>
<td>3105 Medlock Bridge Rd 350' n/o Langford Rd WS</td>
<td>35</td>
</tr>
<tr>
<td>702</td>
<td>REMOVE---Inactive Stop---1995 Indian Trail Rd 150' s/o Beaver Ruin Rd WS</td>
<td></td>
</tr>
<tr>
<td>703</td>
<td>REMOVE---Inactive stop---1860 Indian Trail Rd 300’ n/o I-85 ES</td>
<td></td>
</tr>
<tr>
<td>704</td>
<td>1190 Indian Trail Rd 225’ n/o Steve Reynolds Blvd ES</td>
<td>30</td>
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<tr>
<td>705</td>
<td>6130 South Norcross Tucker Rd 100’ n/o Graves Rd WS</td>
<td>20</td>
</tr>
<tr>
<td>706</td>
<td>REMOVE---Inactive stop---1860 Indian Trail Rd 300’ n/o I-85 ES</td>
<td></td>
</tr>
<tr>
<td>707</td>
<td>5610 Singleton Rd 30’ w/o Harbins Rd SS</td>
<td>20</td>
</tr>
<tr>
<td>708</td>
<td>REMOVE---Inactive Stop---1860 Indian Trail Rd 300’ n/o I-85 ES</td>
<td></td>
</tr>
<tr>
<td>709</td>
<td>3610 Peachtree Corners Cir 50’ w/o Holcomb Bridge Rd WS</td>
<td>35</td>
</tr>
<tr>
<td>710</td>
<td>3610 Peachtree Corners Cir 30’ w/o Holcomb Bridge Rd ES</td>
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</tr>
<tr>
<td>711</td>
<td>3230 Satellite Blvd 20’ w/o Commerce Ave SS</td>
<td>10,30,40</td>
</tr>
<tr>
<td>712</td>
<td>3239 Satellite Blvd 320’ w/o Commerce Ave NS</td>
<td>10,30,40</td>
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<tr>
<td>713</td>
<td>5355 Sugarloaf Pkwy 250’ n/o Hwy 316 WS</td>
<td>40</td>
</tr>
<tr>
<td>714</td>
<td>2018 Beaver Ruin Rd d/o Indian Trail Rd (at Lowes)</td>
<td>10A</td>
</tr>
<tr>
<td>715</td>
<td>1417 Boggs Rd (near Old Norcross Rd) ES</td>
<td>40</td>
</tr>
<tr>
<td>716</td>
<td>Sugarloaf Pkwy n/o Hwy 316 ES (100' n &amp; across from shelter # 715)</td>
<td>40</td>
</tr>
<tr>
<td>717</td>
<td>4024 Buford Hwy s/o North Berkeley Lake Rd ES</td>
<td>10B</td>
</tr>
<tr>
<td>718</td>
<td>3260 Buford Hwy at South Peachtree St WS</td>
<td>10</td>
</tr>
<tr>
<td>719</td>
<td>4491 Buford Hwy n/o South Berkeley Lake Rd WS</td>
<td>10B</td>
</tr>
<tr>
<td>720</td>
<td>2949 Old Norcross Rd (Arbor Apts entrance e/o Breckinridge Pkwy) NS</td>
<td>40</td>
</tr>
<tr>
<td>721</td>
<td>Old Norcross Rd w/o Boggs Rd (across from Baldridge Dr) NS</td>
<td>40</td>
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<tr>
<td>722</td>
<td>1676 Old Norcross Rd e/o Sugarloaf Pkwy SS</td>
<td>40</td>
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<tr>
<td>723</td>
<td>3266 Satellite Blvd (near Golden Corral) SS</td>
<td>10,30,40</td>
</tr>
<tr>
<td>724</td>
<td>Satellite Blvd at Merchants Way (stop on QT side)</td>
<td>10</td>
</tr>
<tr>
<td>725</td>
<td>Satellite Blvd w/o Steve Reynolds Blvd NS</td>
<td>10A</td>
</tr>
<tr>
<td>726</td>
<td>Pleasant Hill Rd s/o Koger Blvd (at Popeyes) WS</td>
<td>30</td>
</tr>
<tr>
<td>727</td>
<td>3266 Satellite Blvd (near Golden Corral) SS</td>
<td>10,30,40</td>
</tr>
<tr>
<td>728</td>
<td>Satellite Blvd at Merchants Way (stop on QT side)</td>
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<td>729</td>
<td>Satellite Blvd w/o Steve Reynolds Blvd NS</td>
<td>10A</td>
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<tr>
<td>730</td>
<td>Pleasant Hill Rd s/o Koger Blvd (at Popeyes) WS</td>
<td>30</td>
</tr>
</tbody>
</table>
Failure to return this sheet with your Revenue Proposal may result in rejection of proposal.

### EXHIBIT A (Continued)

<table>
<thead>
<tr>
<th>Shelter#</th>
<th>Location</th>
<th>Route</th>
</tr>
</thead>
<tbody>
<tr>
<td>746</td>
<td>Indian Trail Rd nw/o Oakbrook Pkwy (at QT)</td>
<td>NES 20</td>
</tr>
<tr>
<td>747</td>
<td>Indian Trail Rd nw/o Oakbrook Pkwy (across from QT)</td>
<td>SWS 20</td>
</tr>
<tr>
<td>748</td>
<td>Indian Trail Rd 75' w/o Georgia Belle CT</td>
<td>SS 20</td>
</tr>
<tr>
<td>749</td>
<td>Indian Trail Rd 400' s/o Dickens Rd</td>
<td>ES 30</td>
</tr>
<tr>
<td>750</td>
<td>Sweetwater Rd n/o Club Dr (at Publix entrance)</td>
<td>NS 30</td>
</tr>
<tr>
<td>751</td>
<td>Sweetwater Rd n/o Club Dr (across from Publix entrance)</td>
<td>SS 30</td>
</tr>
<tr>
<td>752</td>
<td>REMOVE---Inactive Stop---Satellite Blvd 250' s/o Duluth Hwy</td>
<td>ES 40</td>
</tr>
<tr>
<td>753</td>
<td>Satellite Blvd 350' s/o Sugarloaf Cir</td>
<td>ES 10</td>
</tr>
<tr>
<td>754</td>
<td>Satellite Blvd 125' n/o Duluth Hwy</td>
<td>ES 10</td>
</tr>
<tr>
<td>755</td>
<td>Breckinridge Blvd 75' s/o Duluth Hwy</td>
<td>ES 40</td>
</tr>
<tr>
<td>756</td>
<td>Atkinson Rd 75' s/o Duluth Hwy</td>
<td>WS 40</td>
</tr>
<tr>
<td>757</td>
<td>Sugarloaf Pkwy 550' s/o SR316 (near Cisco entrance)</td>
<td>WS 40</td>
</tr>
<tr>
<td>758</td>
<td>Sugarloaf Pkwy 750' n/o Five Forks Trickum Rd</td>
<td>ES 40</td>
</tr>
<tr>
<td>759</td>
<td>Old Norcross Rd 450' s/o Breckinridge Blvd</td>
<td>SS 40</td>
</tr>
<tr>
<td>760</td>
<td>Peachtree Ind Blvd 450' n/o Holcomb Bridge Rd</td>
<td>WS 35</td>
</tr>
<tr>
<td>761</td>
<td>Holcomb Bridge Rd w/o Peachtree Ind Blvd</td>
<td>NS 35</td>
</tr>
<tr>
<td>762</td>
<td>Peachtree Corners Cir 45' s/o Westchase Village Ln</td>
<td>WS 35</td>
</tr>
</tbody>
</table>

**LOCATIONS FOR INSTALLING 4 UNITS (2 shelters and 2 benches) TO REPLACE 4 SHELTERS TO BE REMOVED ABOVE**

<table>
<thead>
<tr>
<th>Shelter#</th>
<th>Location</th>
<th>Route</th>
</tr>
</thead>
<tbody>
<tr>
<td>716</td>
<td>1517 Beaver Ruin Rd at Steve Reynolds Rd</td>
<td>NS 30</td>
</tr>
<tr>
<td>723</td>
<td>5430 Buford Hwy n/o Beaver Ruin Rd</td>
<td>ES 10B</td>
</tr>
<tr>
<td>Bench</td>
<td>4985 Lawrenceville Hwy (VSC Animal Hosp) s/o Holly Ridge Dr</td>
<td>WS 30</td>
</tr>
<tr>
<td>Bench</td>
<td>Boggs Rd across from US Postal North Metro Facility entrance</td>
<td>WS 40</td>
</tr>
</tbody>
</table>

Previously permitted location. Repour base pad and reinstall shelter

Previously permitted location. Reinstall shelter on existing base pad

Install bench on existing pad

Install bench on existing pad
Failure to return this sheet with your Revenue Proposal may result in rejection of proposal.

Shelter 755
Failure to return this sheet with your Revenue Proposal may result in rejection of proposal.

REVENUE PROPOSAL FORM
(Return in Separate Envelope)

Proposers are to complete this Revenue Proposal Form in compliance with Section II.7.G, Payment of Revenue Share to Gwinnett County and Section III.3, Compensation Plan, of the RFP. Proposers are to present their Revenue Proposal in the following format:

<table>
<thead>
<tr>
<th>Annual Revenue Guarantee Payable to County</th>
<th>Net Revenue Share Payable to County</th>
</tr>
</thead>
<tbody>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 1</td>
<td>_____% of Net Revenue in Year 1</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 2</td>
<td>_____% of Net Revenue in Year 2</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 3</td>
<td>_____% of Net Revenue in Year 3</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 4</td>
<td>_____% of Net Revenue in Year 4</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 5</td>
<td>_____% of Net Revenue in Year 5</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 6</td>
<td>_____% of Net Revenue in Year 6</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 7</td>
<td>_____% of Net Revenue in Year 7</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 8</td>
<td>_____% of Net Revenue in Year 8</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 9</td>
<td>_____% of Net Revenue in Year 9</td>
</tr>
<tr>
<td>$____________ Annual Revenue Guarantee in Year 10</td>
<td>_____% of Net Revenue in Year 10</td>
</tr>
</tbody>
</table>

Number of Shelters and Benches

________ at end of Year 3 (minimum requirement is 150 units; 240 units is maximum option)

________ at end of Year 5.

________ at end of Year 8.

________ at end of Year 10.

______________________________________
Company Name

______________________________________
Name of Authorized Official

______________________________________
Signature of Authorized Official

______________________________________
Title
FAILURE TO RETURN THIS SHEET AS PART OF YOUR PROPOSAL SUBMITTAL MAY RESULT IN REJECTION OF PROPOSAL.

Note: Return this sheet with your technical proposal submittal (NOT your Revenue Proposal Form submittal).

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the Proposal Schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

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

Federal Tax ID

Address

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

Representative Signature

Print Authorized Representative’s Name

Telephone Number

Fax Number

E-mail
## REFERENCES

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

1. **Company Name**
   
   Brief Description of Project
   
   Completion Date
   
   Contact Person
   
   Telephone
   
   Facsimile
   
   E-Mail Address

2. **Company Name**
   
   Brief Description of Project
   
   Completion Date
   
   Contact Person
   
   Telephone
   
   Facsimile
   
   E-Mail Address

3. **Company Name**
   
   Brief Description of Project
   
   Completion Date
   
   Contact Person
   
   Telephone
   
   Facsimile
   
   E-Mail Address

Company Name
MINOR CONSTRUCTION INSURANCE REQUIREMENTS

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

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

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

4. Umbrella Liability Insurance - $1,000,000 limit of liability
   (a) The following additional coverage must apply
      ✓ Additional Insured Endorsement
      ✓ Concurrency of Effective Dates with Primary
      ✓ Blanket Contractual Liability
      ✓ Drop Down Feature
      ✓ Care, Custody, and Control - Follow Form Primary
      ✓ Aggregates: Apply Where Applicable in Primary
      ✓ Umbrella Policy must be as broad as the primary policy

5. Builder’s Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount

6. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

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

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

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

11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.

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

14. 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.

15. 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.

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

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

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

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

20. 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.

21. The Contractor shall at a minimum apply risk management practices accepted by the contractors’ industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.
# Gwinnett County, Georgia

## Addendum Acknowledgement

This form is for the acknowledgement of addenda and the date the proposer received each addendum.

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date Received</th>
<th>Name of Person Receiving the Addendum</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Company Name: __________________________________________________________
NON-COLLUSION AFFIDAVIT

Now here appeared before the undersigned officer duly authorized by the State of Georgia to administer oaths and after being first duly sworn, depose and say that, they are all the officers, agents, persons or employees who have acted for (Company Name) on the Gwinnett County Bus Shelter Advertising, Installation and Maintenance Services bid and that said has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever, competition in such bidding; or by any means whatever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw bid from said work.

BY: ______________________________________
   Signature of Affiant

____________________________________________________________________________________
   Name – Typed or printed

____________________________________________________________________________________
   Title

BY: ______________________________________
   Signature of Affiant

____________________________________________________________________________________
   Name – Typed or printed

____________________________________________________________________________________
   Title

Sworn to and subscribed before me this ______ day of ____________, 2014.

Notary Public ______________________________________

(Seal)

Note: See OCGA § 36-91-21 (e)
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
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 OWNER by 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.

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 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 GWINNET 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 SERVICE PROVIDER shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

19  **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE**

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20  **VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21  **INDEPENDENT SERVICE PROVIDER**

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

22  **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.
GWINNETT COUNTY, GEORGIA
RP023-14

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

MULTI-YEAR CONTRACT
SERVICE PROVIDER CONTRACT
RP023-14

This CONTRACT made and entered into this __________ day of __________, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

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

1. TERM:
The services to be performed under this Agreement shall commence on November 29, 2014. The initial term of this Agreement shall be through December 31, 2014. This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract. In addition, the County has the sole right to terminate this contract absolutely and without further obligation on its part at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract shall automatically renew unless positive action is taken by the County to terminate the contract for a total lifetime Agreement term of ten (10) years, one (1) month, and two (2) days upon the same terms and conditions.

2. ATTACHMENTS:
Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, 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:
The Service Provider shall pay the Owner in accordance with the terms and conditions of the Revenue Proposal Form included in Exhibit A and the requirements of the proposal document. The fees for the work to be performed under this Agreement shall be the responsibility of 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: ______________________________
    Charlotte J. Nash, Chairman
    Gwinnett County Board of Commissioners

ATTEST:

_______________________________
    Diane Kemp, County Clerk
    Gwinnett County Board of Commissioners

APPROVED AS TO FORM:

_______________________________
    Signature
    Gwinnett County Staff Attorney

SERVICE PROVIDER: ________________________________

BY: ________________________________
    Signature

Print Name

Title

ATTEST:

_______________________________
    Signature

Print Name
    Corporate Secretary
    (Seal)
Solicitation Name & No.  RP023-14, Bus Shelter Advertising, Installation and Maintenance Services on a Multi-year Contract

CONTRACTOR AFFIDAVIT AND AGREEMENT
(THESE FORMS SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

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

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

_________________________________________ ___________ __________
E-Verify * User Identification Number Date Registered

_________________________________________
Legal Company Name

_________________________________________
Street Address

_________________________________________
City/State/Zip Code

BY: Authorized Officer or Agent Date
 (Contractor Signature)

_________________________________________
Title of Authorized Officer or Agent of Contractor

_________________________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
_______ DAY OF ______________________, 201__

____________________________________________
Notary Public
My Commission Expires:

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).

Rev. 6.20.13
CODE OF ETHICS AFFIDAVIT

(THE FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. ________________________________
   (Company Submitting Bid/Proposal)

2. (Please check one box below)
   - [ ] No information to disclose (complete only section 4 below)
   - [ ] Disclosed information below (complete section 3 & section 4 below)

3. (If additional space is required, please attach list)
   
   ______________________________________________________________________
   Gwinnett County Elected Official Name
   ______________________________________________________________________
   Gwinnett County Elected Official Name
   ______________________________________________________________________
   Gwinnett County Elected Official Name
   ______________________________________________________________________
   Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this ______ day of ____________________, 20____
   ______________________________________________________________________
   Authorized Officer or Agent Signature
   ______________________________________________________________________
   Printed Name of Authorized Officer or Agent
   ______________________________________________________________________
   Notary Public
   ______________________________________________________________________
   Title of Authorized Officer or Agent of Contractor

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

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<th>NAME AND ADDRESS</th>
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FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

Buyer's Initials: JB

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
I. PREPARATION OF PROPOSALS
   A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer’s risk.

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

   C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

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

   E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

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

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

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

IV. SUBMISSION OF PROPOSALS
   A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request
for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if testing does not destroy items.

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 identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished.

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

G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.

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

I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS
No proposer who is permitted to withdraw a proposal 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 proposal was submitted.

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

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

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

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)
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 proposal as required in the proposal package or document. Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.

X. DISCOUNTS (if applicable)
A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD
A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer 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 proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

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

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

D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on highest revenue.

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

XIII. COUNTY FURNISHED PROPERTY
The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS
Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT
Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles in accordance with the conditions of said accepted proposal.

Upon receipt of a proposal containing a Gwinnett County “Sample Contract” as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the “Sample Contract” in its entirety.

XVI. NON-COLLUSION
Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

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

XVIII. TERMINATION FOR CAUSE
The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.
XIX. TERMINATION FOR CONVENIENCE
The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County’s termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

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

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

XXII. INELIGIBLE PROPOSERS
The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE
The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT
All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees 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 reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS
Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm’s solicitation response. If there are “exceptions” or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.
XXVII. **TAX LIABILITY**
Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. **STATE LAW REGARDING WORKER VERIFICATION**
Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor’s or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed $2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

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

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

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

XXXII. CODE OF ETHICS
“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

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

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

XXXIII. PENDING LITIGATION
A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT
Vendors accepting procurements should select one of Gwinnett County’s electronic payment options.

1. 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.

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please go to the Treasury Division page on the County’s Web Site or click here - Gwinnett County Electronic Payments.

DIRECTIONS TO GJAC BUILDING FROM I-85
Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.