



March 28, 2019

REQUEST FOR PROPOSAL
RP011-19

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants for the **Provision of a Comprehensive Parks and Recreation Master Plan** for the Department of Community Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on May 02, 2019** 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 April 15, 2019** at the Gwinnett County Purchasing Division, Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. All consultants are urged to attend. Questions regarding proposals should be directed to Dana Garland, Purchasing Associate III, at dana.garland@gwinnettcounty.com or by calling 770-822-8723, no later than **April 17, 2019**. Proposals are legal and binding upon the bidder when submitted. One (1) unbound original, Seven (7) bound copies and an electronic copy on a USB or CD should be submitted. All copies must be identical and the electronic version should not contain the fee schedule.

Successful consultants 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 Susan Canon, Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

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

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

Dana Garland, CPPB
Purchasing Associate III



I. INTRODUCTION

PURPOSE: Gwinnett County Department of Community Services invites you to submit a proposal responsive to the issues outlined in this request for proposal to provide an update of the capital program of improvements derived from the Gwinnett County Comprehensive Parks and Recreation Master Plan. The project must be completed and all deliverables received by April 01, 2020. The resultant report will be called the 2020 Comprehensive Parks and Recreation Master Plan. Potential respondents are asked to prepare a proposal including the format for accomplishing the work, the time frame for accomplishing the work, the fee required to perform the work and references listing previous comparable assignments. The selected consultant must be capable of preparing countywide maps in ArcView/Arc Info or ArcMap formats utilizing parcel and other feature layers in those formats provided by the County. The County reserves the right to award a consultant contract to the firm whose proposal and any resulting negotiations are deemed to be in the best interest of the County.

The proposals must cover a wide network of deliverables that include the aforementioned Comprehensive Plan. These documents are outlined within and will serve as basis for the departments endeavor to achieve National Recreation and Parks Association accreditation and must correlate to the three pillars of the NRPA's strategic goals of Health and wellness, Conservation and Social Equity.

BACKGROUND: In November of 1986, voters in Gwinnett County approved the concept of a countywide recreation department. In July 1986, a Countywide Recreation Master Plan prepared by EDAW was completed for Gwinnett County. This document provided the direction for development of the county park system from 1986 through the present. The plan inventoried existing recreational facilities, incorporated the results of a previously accomplished assessment of the recreational needs and desires of the County residents, and recommended the future development of parks in Gwinnett County.

The assessment of needs was accomplished by means of a survey (Report on the Gwinnett County Parks and Recreation Needs Assessment Survey, Center for Public and Urban Research, Ga. State University, Nov. 1984). Gwinnett County's population had grown from 226,100 in 1984 to 387,000 in 1993. A series of revenue bonds were issued by the County to address the land acquisition and facilities construction needs identified in the 1986 master planning effort.

In 1995 the department contracted with the A.L. Burruss Institute at Kennesaw State College to prepare a new needs assessment survey. The County's population was estimated at 436,000 in 1995. The results of that survey were given to a Steering Committee that worked with Lose & Associates and staff to prepare the 1996 Gwinnett County Comprehensive Parks and Recreation Master Plan that was adopted in August of 1997. The Lose plan included specific capital investment recommendations through the year 2003.

In the fall of 1997, the voters of Gwinnett County approved a Special Purpose Local Option Sales Tax (SPLOST) that included \$60 million for land acquisition and park project development. SPLOST funds were used to both acquire land and to design and develop several new parks and new phases of existing parks. Additionally, during the four year period of the 1997 SPLOST the Board of Commissioners expended over \$40million, above and beyond the SPLOST funding, for the acquisition of recreation open space and for the enhancement of the park facilities development program.

In 1999 the Department contracted with EDAW to prepare a review and update of the Parks and Recreation Capital Program. Public Meetings were held, facilities were inventoried and assessed, service area gaps were identified and a Citizen Steering Committee set goals and objectives. The Board of Commissioners adopted the resultant plan, the 2000 Capital Improvement Plan in 2000 and its capital improvements recommendations became the primary source of the list of projects included for Parks and Recreation on the ballot for the extension of the SPLOST in November of 2000. The voters approved the sales tax extension and the Department embarked on the 2001 Sales Tax Program that included a minimum of \$192million for Parks and Recreation with some \$10million of that sum supporting parks and recreation

capital projects within Gwinnett County's cities.

In May of 2002 the Board of Commissioners adopted the Gwinnett County Open Space and Greenway Master Plan. Lose & Associates, the U.G.A. Institute of Ecology and Greenways Incorporated working in concert with staff and citizen's committees prepared this plan. This plan proposed an arterial system of greenway trails and proposed an assessment process for evaluating potential open space acquisitions. The selected consultant shall be expected to become familiar with and incorporate as required data from this study to the extent that it affects recreation issues and opportunities and policy and strategy generation.

In the fall of 2002 the Department once again contracted with the A.L. Burruss Institute at Kennesaw State University to prepare and implement a Needs Assessment Survey. The project completed and delivered in January of 2003. The Burruss report included a section of the changing demographics of Gwinnett County, which has become the most ethnically diverse county in Georgia with one out of six adult residents having been born outside the United States. At this time Gwinnett County's population is estimated to be approximately 950,000 persons. Subsequent studies and revisions have undertaken similar approaches in identifying trends, needs and analyzation of GAPs within our services areas.

The total impact of these developments must be assessed anew, as these changes create a new baseline of service delivery capacity and opportunity. The selected consultant must evaluate the current status of our ability to provide service based upon our enhanced array of capital facilities, analyze service gaps and needs within the County due to changes in population and distribution of existing facilities, and propose a refined Capital Program for the period following the current (2017) SPLOST program.

Respondents to this RFP are asked to submit one proposal for both the facilitation of meetings and for the development of a new comprehensive parks and recreation master plan as outlined in this document. The master plan must incorporate the requested deliverables based upon research and results of the public input and steering committee meetings that the selected consultant will facilitate. Additionally, the master plan must incorporate the results of a new recreation needs assessment survey (prepared by the consultants) and an in-house economic analysis report covering the long-term consequences of park operations and maintenance costs relative to anticipated revenue and tax proceeds. Finally, additional items listed must be addressed and the consultant will advise through their proposal the processes they will undertake to establish the necessary information and guidance to capture the intended results.

II. SCOPE OF WORK – 2020 COUNTYWIDE COMPREHENSIVE RECREATION MASTER PLAN

1. Inventory of Existing Facilities

A. Inventory Responsibilities

Facility inventory update responsibilities are limited to facilities owned and/or operated by Gwinnett County Parks and Recreation, the cities completely or partly within Gwinnett County, Federal property under the jurisdiction of both the Army Corps of Engineers, the National Park Service, state properties within the Georgia Department of Natural Resources, NGO's and NPE's including the Georgia Wildlife Federation, Trust for Public Land, Georgia Conservancy, the Georgia Piedmont Land Trust, Gwinnett CID's and YMCA's.

Responsibilities for inventory of privately owned recreation facilities shall be limited to those that are either significant due to their uniqueness (for example indoor ice skating, skateboarding or wall climbing facilities) or significant because they mimic the kinds of facilities and programs provided by Gwinnett County Parks and Recreation (for example, a privately owned baseball/softball complex, indoor competition pool, indoor basketball complex, private tennis centers, golf courses, YMCA's and Church Sports Complexes). The consultant will not be required to inventory privately owned recreation facilities such as: swim/tennis facilities in subdivisions or apartment complexes; health clubs, aerobic centers, shooting ranges, amusement parks,

video arcades, private fishing ponds. The list of cities, federal, state and significant private facilities to be inventoried must include those facilities outside of but within three miles of the Gwinnett County boundary. The consultant must include in the new inventory all facilities that are either available to the public or are under design/construction by January 1, 2019. The inventory reportage must include a separate summary report of park acreage listing all properties owned or under contract by January 1, 2019. The facilities inventory data included in the previous comprehensive plans will be the point of departure for the preparation of the data base and associated graphics.

B. Inventory Data to be included in the 2020 Capital Program Update Plan Report.

The locations of all Gwinnett County Parks will be presented on a color map of Gwinnett County that also delineates newly determined recreation districts, city limits, primary road network, rivers, creeks and large lakes. This full color map must be prepared in ArcGIS, and must be included in the plan report and must remain coherent when reproduced in black and white. Data sets shall include full color reproducible pdf versions of said information. This G.I.S. map must also include separate themes (or layers) showing the City, Federal and State and significant Private properties and facilities.

The consultant must produce some combination of charts, maps or tables to present the following data for each county, city and federal park site: park name and address;

- Park site plan (derived from park master plans or labeled aerial photography found in the Gwinnett County G.I.S. database)
- Park Inventory List:
Include park acreage, includes number of parking spaces, resident athletic associations if applicable, park classification types, list of existing facilities including sizes (for ballfields, pools & pavilions), youth baseball/softball fields, adult baseball/softball fields, soccer fields, stand alone football fields, overlay football fields, playgrounds, picnic pavilions, indoor swimming pools (include size) or family aquatics facilities(include features), outdoor swimming pools (include size) or family aquatics facilities (include features), community centers, senior centers, tennis courts, tennis center pro-shops, paved and unpaved walking, multi-purpose, equestrian and mountain biking trails (including mileage), stand-alone restroom buildings, concession/restroom buildings, concession/restroom/maintenance buildings, maintenance buildings, gymnasiums, bathhouses, disk golf courses, basketball and volleyball courts, batting cages, golf courses, golf clubhouse/pro shops, fishing piers, lakes and ponds (including their acreage), fishing locations, meeting rooms in concession buildings, activity buildings, catering kitchens, rollerblade hockey rinks, free skating areas, accessible open space (woodland, meadow, or both), outdoor classrooms, historic structures or sites, boat launch and boating opportunities.

The consultant must produce some combination of charts, maps or tables to present the following data for each significant privately-owned recreation facility: Facility type, name, address, capacity, and any of the specific features from the paragraph above.

C. Inventory Data Spreadsheets

The consultant must prepare spreadsheets in Excel (Windows Office 2016 Professional) capturing all of the inventoried data. Individual spreadsheets must be prepared for each park (County, City, Federal), each facility type (swimming pools/aquatic centers, baseball/softball fields, soccer fields, trails, concession/restroom buildings, community centers/activity buildings, restroom buildings, tennis courts, etc.) and each major category of park facility ownership (County, City, Federal, State, Private).

2. Analysis of Existing Planning, Demographic Data and Facilities Distribution

A. Analysis of Existing Planning Documents

The County possesses the following data sources that the selected consultant must review and utilize.

- The Gwinnett County Comprehensive Parks and Recreation Master Plan, Lose & Associates, January 1996
- Gwinnett County Parks and Recreation Needs Assessment, A.L. Burruss Institute of Public Service, Kennesaw State University, February 1995
- 2017 Update of the Gwinnett County Parks & Recreation Capital Improvement Plan
- 2013 Update of the Gwinnett County Parks & Recreation Capital Improvement Plan
- 2012 Gwinnett County Parks and Recreation Survey (PDF)
- Executive Summary – 2007 Parks & Rec. C.I.P.
- 2004 Comprehensive Parks & Recreation Master Plan
- Gwinnett County Open Space and Greenway Master Plan, May 2002
- Open Space and Greenway Master Plan Update (PDF)
- Data from the 2002 Gwinnett County Parks and Recreation Needs Assessment Survey underway by the A.L. Burruss Institute at Kennesaw State University
- Data from an in-house report on an economic analysis of the long-term consequences park operations and maintenance costs
- Park Site Master Plans
- Gwinnett County 2040 Comprehensive Plan, Gwinnett County Department of Planning & Development, December 2018

B. Service Gap Analysis

The consultant shall collect and analyze current and projected demographic data for Gwinnett County through the year 2019. The consultant shall report on the status of present and projected (through the year 2019) per capita satisfaction of recreation needs based on the results of needs assessment data, public input and a comparison of existing service levels to current national standards for facilities and park acreage availability.

The consultant shall prepare service gap analysis maps of Gwinnett County with a background of the 2010 Census Tracts with varying population density depicted by means of color gradation. Separate service gap maps must be prepared showing both existing conditions and proposed remediation recommendations for each of the following categories: Gwinnett County Active Recreation Parks; Gwinnett County Passive Community Parks; Gwinnett County Open Space Parks; Community Centers, Activity Buildings & Arc Centers; Soccer Complexes; Indoor Competition Pools; Outdoor Family Aquatic Centers; Senior Recreation Centers. Comparisons will be made between “districts” composed of groupings of census tracts based on boundaries determined by the consultant and staff during the planning process.

C. Park Department Benchmarking

The consultant must identify three jurisdictions (preferably counties) within the United States with similar populations and notable parks and recreation departments. The consultant shall compare and contrast Gwinnett County’s number and mix of recreation facilities and programs with the three selected benchmarking communities using per capita service comparisons. Additionally, the consultant shall compare budgets, revenues, per capita tax burden for parks and recreation support and per capita staffing levels. Preference to NRPA accreditation of agencies these agencies should be given. Additional areas to review would be the inclusion of how other departments have partnered with their sister internal agencies in defining and attaining intended goals. Examples would include partnering with Public Works Departments and Transportation Departments to align goals and objectives towards the mutual funding and completion of projects.

3. Park System Concept

A. Analyze the Existing Park System Concept

The consultant shall review the capital program recommendations from the previous Parks and Recreation Comprehensive Master Plans and Capital Improvement Plans and shall report on the extent to which park development since 1996 has realized the intent of the recommendations of those two plans. The consultant must also provide focused analysis on the following areas of inquiry:

a. Park System Types

The current park system includes a variety of park type designations. It will be incumbent of the consultant to benchmark these against similar agencies to determine current nomenclature and type definitions. The consultant must review these park types in light of the findings of the previous needs assessment survey and system wide inventory/analysis and make recommendations regarding the match between community needs/desires and the nature and distribution of the current park types.

b. Integration of the Gwinnett County Open Space and Greenways Master Plan into the Comprehensive Master Plan update.

The consultant must review the Open Space and Greenways Master Plan and report on the maintenance, operations and security consequences of the adoption of this plan in addition to incorporating elements of the Open Space Greenways Master Plan into the proposed long-range capital improvements element of the Comprehensive Plan Update. The consultant must formulate a definition of a new Linear Park Type for addition to the existing park system types.

c. The consultant will be charged with an assessment of existing accessibility to parks. This includes an overview of existing sidewalk connections, alternative transportation points such as bus stops and recommendations towards establishing more fluid connectivity to park sites in urbanized settings.

d. The consultant will be asked to review existing undeveloped park sites and ascertain possible development to increase parklands to park users ratio as they relate to GAP analysis.

4. Development of a Recreation Program Master Plan

The department has not endeavored to create a Recreation Program Master Plan in the past and is requesting the consultant assist in establishing a strategy to complete one that will fit within the master 2020 Comprehensive Master Plan document. This process should include the evaluation of similar agencies and the structure and methods used to develop their own Recreation Master Plan. The document should address the following areas:

- Assess public needs versus assets and identify trends found nationally as they related to item 2C.
- Assist to develop a system-wide program delivery plan that aligns activities with market demand, meets the needs of underserved populations, and integrates education and recreation objectives.
- Develop a business plan and pricing policy based on cost recovery goals that outlines the historical approach the department used to a need to transfer from fee-based structure to a more human based structure as it relates to the increased urbanization of the communities as a driver.
- Determine existing and potential capacity levels for facilities to utilize in cost benefit evaluations and

identification of facility needs.

- As a programmatic expansion, identify opportunities for additional outdoor recreation, health and wellness activities as they relate to the 3 pillars of NRPA. Included should be an assessment of existing playgrounds as a recreation tool and assess trends towards rethinking playgrounds within parks. The consultant should be prepared to develop recommendations towards future playground development and assessment of refurbishment of current sites.

5. Assessment of existing plans and needs related to NRPA Accreditation requirements

The consultant should be prepared to compile the current criteria and needs for NRPA accreditation and assess the department and its current documents and strategies as they relate to the necessary qualifications to attain its own accreditation. The consultant shall prepare a report that outlined deficiencies and needs and create a workable action plan to assist in completing these tasks.

6. Asset management strategy and funding limits

The consultant will be asked to develop methodologies for agency to prepare long term vision of funding capabilities as they relate to assets. Identify alternative funding strategies that would support asset management in the future. This assessment shall include the review of current funding capabilities and resources as they relate to current and future asset growth. The identification of alternative methods for resource funding should be reviewed and recommendations made towards assisting in maintaining levels of service and refurbishments at the current levels realized. Another key element of this section to be realized is a review of existing levels of replacement as they relate to national trends and the assistance in redefining these objectives as they relate to our assets and funding limits. An analysis of the existing GCPR Asset Management Plan should be developed as it relates to this topic.

7. Assessment of the Natural Resource Management Unit

The consultant will be charged with assessing the current levels of Natural Resource Management and available resource plans, staffing and capabilities within the department. This section shall include goals and a review of national trends found within the benchmark section as they relate to this topic. The consultant will be expected to work with staff to develop a updated Nature Preserves Master Plan that defines what is our conservation goals and strategies as they relate to park development and renovations. It will be expected that recommendations will align to the NRPA's pillar of conservation and sustainability.

8. Establish a Marketing Plan

The consultant will be tasked to define current marketing planning and vehicles used and make recommendations towards future trends and established strategies utilized in similar departments. This plan shall correlate to the recreation plan above and assess better viable methodologies for increasing marketing exposure towards the diverse audience of the county.

9. Steering Committee, Public Input and Staff Meeting Facilitation

The consultant shall provide in its proposal a thorough review/explanation of the processes that the consultant will undertake to acquire public comments of the current parks system, its assets and programming. It should be noted that the phase of public data gathering needs to account for the diversity of Gwinnett County. At this time over 150 different languages are spoken by its residents. In many instances English is not their native language. The consultant must define how to bridge the communication gap as it prepares to compile public comments in its proposal.

A. Steering Committee Composition and Preparation

A Citizen Steering Committee for this planning effort will be assembled by the County. The consultant must present summaries of the inventory, analysis and park concept study to the Steering Committee and receive comments and input from the committee prior to the dates for up to eight "Town Hall Meetings" discussed below. This timing will insure that the Steering Committee members are prepared to have discussions with and receive input from the general public on parks and recreation issues.

B. Public Input Meetings

The consultant must facilitate up to eight "Town Hall Meetings" which will be advertised to the general public. There will be meetings held at each community center and potential other county sites. The consultant must have the updated Existing Recreation Service Map (see deliverables description below) available at the Town Hall Meetings. The purpose of these meetings will be for both the consultant and steering committee members to hear directly from citizens what their principal wishes and concerns are regarding park facilities development for Gwinnett County. The consultant will survey the desires and concerns of the participants of the Town Hall Meetings by means of a questionnaire. The consultant will prepare a written summary of all the comments received in the eight Town Hall Meetings plus tabulations of the questionnaires for distribution to staff and the Steering Committee. This data will be used in concert with needs assessment survey data and other sources of data in order to gain a balanced perspective of community needs before Goals and Strategies are formulated.

Additionally, it will be expected from the consultant to produce alternative means to develop public input during this phase of data gathering. These methodologies will be left to the consultant to devise and submit within their proposals. The county is interested in proven methods that provide input from both its park users and those who do not use parks. These additional meetings/data gathering events are not to be included in the above mentioned eight and these should number no less than 8 in person events along with other possible additional alternative data gathering methods.

The consultant will not hold the Goals and Strategies presentation meeting (see description below) until after the Town Hall Meetings have been held. See below for descriptions of additional facilitation/presentation requirements.

C. Internal Staff Meetings

It is expected that the consultant will meet with internal staff in topic specific meetings. These meetings will be facilitated by the consultant and will be attended by staff directed from the department. These meetings shall cover a breadth of topics related to recreation programming, asset management, parks maintenance, resource management and additional topics as required to fulfil the needs of the 2020 P&R Comprehensive Master Plan.

D. Goals and Strategies

After the completion of all inventory work, analysis of plans and needs assessments, census research, park system concept studies and formal public input, the consultant shall formulate a set of goals to guide the development of a capital improvements plan to meet the needs of Gwinnett County through the year 2030. For each defined goal, the consultant shall develop specific strategies that will, if followed, realize each of the goals. The goals and strategies shall be presented to the Steering Committee and staff for review, refinement and prioritization.

E. Preliminary and Final Facilities and Lands Needs List

The consultant shall prepare a list of needed lands and facilities. This list must be derived from the previously approved goals and strategies. The list should include entirely new construction on existing park property, land for new facilities or open space land to be added to existing parks plus land and facilities to be acquired and constructed on entirely new parks.

After presentation of the Preliminary Facilities and Lands Needs List to the Steering Committee, the consultant shall incorporate comments and refine this list into a capital program list through the year 2030. This list must have the highest priority items in the earliest years, and must include cost estimates for all proposed land acquisitions and capital improvements factored for inflation over time. This refined list must be included in the preliminary and final 2020 Comprehensive Parks and Recreation Master Plan Update Plan Report.

F. Working Meeting Facilitation and Presentations

The consultant must attend working meetings with staff to discuss project developments and administration during normal working hours as needed throughout the period of the project's duration. These meetings with staff may sometimes occur during our regularly scheduled staff Communications meetings. Additionally, the consultant must facilitate and/or make presentations at the following weekend and evening meetings:

- a. Citizen Steering Committee Scheduling Meeting.
- b. Park System Tour, two days of bus tour of the Gwinnett County Park System, most likely on Saturdays.
- c. Presentation of the results of the Inventory, Analysis, Park System Benchmarking and Park System Concept Study to the Steering Committee.
- d. Facilitate the public meeting in up to eight locations TBD.
- e. Facilitate the public data gathering events in up to eight locations TBD.
- f. Facilitate the focus/staff group meetings to be no less than 10 meetings.
- g. Presentation and development of the Goals and Strategies in a working session with the Steering Committee.
- h. Presentation and refinement of the Preliminary Facilities and Lands Needs List in a working session with the Steering Committee.
- i. Presentation to the Steering Committee of the draft 2020 Parks and Recreation Comprehensive Plan.
- j. Presentation to the Gwinnett County Recreation Authority of the draft 2020 Parks and Recreation Comprehensive Plan.

The following presentation will be scheduled during normal working hours.

- a. Presentation to the Board of Commissioners of the recommended 2020 Parks and Recreation Comprehensive Plan.

The consultant, with the client's assistance, shall be responsible for preparing a schedule for all required meetings. The County shall be responsible for providing facilities in which to host meetings. The consultant shall be responsible for providing all materials needed to facilitate the various meetings including refreshments.

All working meetings or presentations to staff, Citizen Steering Committee, Board of Commissioners and Recreation Authority will occur in facilities located in the Gwinnett County Justice and Administration Center, 75 Langley Drive, Lawrenceville, Georgia. Additional public meetings will occur in facilities obtained by the County within the county borders.

10. Deliverables

Each of the following items are to be completed as supporting documents and recommendations towards the completion of the plan

Final Product

2020 Comprehensive Parks & Recreation Master Plan Report

This document shall include the following items:

- All afore listed data sets, charts, graphs, and survey results
- Inventory of assets
- Benchmarking- Park assessment of assets in relationship to a minimum of 3 other municipalities with similar diversity, assets and funding. Preference to accreditation of agencies
- GAP analysis of assets to community
- Assessment of facilities and completion as they relate to the previous COMP Plans Recreation Program Plan-Assess public needs versus assets and identify trends found nationally
- Assist to develop a system-wide Program Delivery Plan that aligns activities with market demand, meets the needs of underserved populations, and integrates education and recreation objectives.
- Develop a business plan and pricing policy based on cost recovery goals
- Determine existing and potential capacity levels for facilities to utilize in cost benefit evaluations and identification of facility needs
- As a programmatic expansion, identify opportunities for additional outdoor recreation, health and wellness activities as they relate to the 3 pillars of NRPA
- Assessment of existing plans and needs related to NRPA Accreditation requirements
- Asset management strategy and funding limits. Develop methodologies for agency to prepare long term vision of funding capabilities as they relate to assets. Identify alternative funding strategies that would support asset management in the future
- Asset replacement cost estimates based upon existing life expectancies
- Assessment of existing natural resource management plans/goals and identify target areas to focus on needs to supplement current objectives.
- A Marketing Plan
- Strategic Implementation Timeline Plan

11. Final Items to Be Considered

A. Final Draft Submittal

The consultant shall provide 100 bound double sided copies and one un-bound double sided copy of the 2020 Comprehensive Parks and Recreation Master Plan incorporating: narrative (plus charts, graphs, and maps as needed) describing the updated park facilities inventory; narrative (plus charts, graphs, and maps as needed) associated with the analysis and synthesis sections above; narrative (plus charts, graphs, and maps as needed) associated with the analysis of the park system concepts; narrative (plus charts, graphs, and maps as needed) summarizing the public input process; narrative (plus charts, graphs, and maps as needed) describing goals, strategies, capital program development and the final Facilities and Lands Needs List. Color charts and maps must be used if clarity of data transmission necessitates such use.

The consultant shall include the following stages in the plan document preparation: the consultant shall prepare and submit preliminary narrative and graphics portions of the plan to County staff for review; County staff reviews, comments or approves the documents and returns marked up documents to the consultant within two weeks from time of receipt; the consultant shall deliver corrected proofs to County staff for final approval; County staff will review corrected documents and if all are in order, the Consultant will present the preliminary 2020 Comprehensive Parks and Recreation Master Plan to the Steering Committee/Recreation Authority.

When the Steering Committee approves the plan (including any comments or requested revisions made at the presentation to the Steering Committee), the plan will be recommended for adoption by the B.O.C. and a subsequent presentation to the Board of Commissioners will be scheduled. If no modifications of the plan are suggested at the presentation to the B.O.C., the plan and graphics will be considered final and approved by the County for printing.

The consultant shall deliver to the county two sets of USB Flash Drives containing all plan report narrative, maps and tables. Narrative and charts must be prepared and delivered in Office 2016 Professional format (Word, Excel, PowerPoint and Access). The entire report must be delivered in .pdf format configured by chapter and/or section to facilitate easy downloading over the internet (smaller size byte bundles instead of one file of dozens of megabytes). All map graphics must be delivered in both printed graphic and digital (ArcGIS plus .pdf) formats.

B. Executive Summary

The consultant shall prepare and deliver an Executive Summary in printed and digital formats. The printed Executive Summary shall be incorporated and formatted for the report document deliverable and shall draw from the narrative, charts and maps used in the plan report. As such, the printed Executive Summary shall also be part of the deliverables to be received in .pdf and Windows Office 2016 Professional. Above and beyond that deliverable, the consultant must prepare an Executive Summary in the form of a PowerPoint presentation that draws from the narrative, charts and maps used in the plan report.

C. Plan Presentation

The consultant shall present the final plan at both a meeting of the Gwinnett County Recreation Authority/Steering Committee and a meeting of the Gwinnett County Board of Commissioners. The presentation shall include the Executive Summary plus any other graphics or narrative deemed appropriate by the Consultant.

III. REQUEST FOR PROPOSALS

1. Gwinnett County will not pay any Consultant for work done in preparation of this proposal.
2. One (1) unbound single sided original (designated as original), seven (7) bound copies, and one (1) electronic version on USB/CD of the proposal should be submitted. All copies of the proposal must be identical. The fee proposal should not be included in the electronic version. The full cost of proposal preparation is to be borne by the proposing consultant. The original proposal should be signed in ink by a company official who has authorization to commit company resources. **The Cost Proposal shall be submitted in a separate sealed envelope as it is evaluated at a separate time.**
3. Proposal shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, GA 30046 and should be identified with the proposal number and company name on the outside.
4. Sole responsibility rests with the Consultant to ensure their proposal is received on time at the above stated location.
5. Proposals submitted by alternate means other than those specified in this solicitation will be rejected and disposed of accordingly. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the Consultant that the proposal has been rejected.

6. Proposers are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the County deeming the Proposer's submittal as non-responsive. Consultants are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service or other means. Late proposals will not be accepted and will be returned to the Proposer.
7. Between the date of the issuance of the solicitation and the date of the final contract award, 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. 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. This process is to ensure that all prospective respondents have the same level of knowledge relative to the RFP, as well as, ensuring any additional data is made available to all proposers.
8. Submitted proposals and all documentation regarding the proposals will not be made available to the public until such time that an official action has been taken to award or reject this solicitation. All proposals and supporting materials, as well as correspondence relating to this RFP, become property of Gwinnett County when received and will be subject to the Georgia Open Records Act.
9. All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultants and services throughout and incorporated herein by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

IV. PROPOSAL SUBMISSION INSTRUCTIONS

Consultants are requested to submit seven (7) copies of the Proposal package to meet the requirements of the items listed below.

1. Provide a description of the services proposed and approach to the work that addresses the issues elaborated above. Describe your firm's capabilities to perform the variety of analytical and product development tasks found in this R.F.P. As part of the consultant's proposal, the department would like to see a "Conceptual Table of Contents" submitted to ascertain an understanding of the goals and requirements from this projects scope. It is expected that the consultant provides a strategy and methods to accomplish each key item within the deliverable and include that in their final presentation.
2. Provide resumes for the key staff performing the analysis, planning, meeting facilitation, graphics preparation, project management and project administration for this project. Highlight past experience that demonstrates familiarity with the variety of issues that this plan must address. Provide references (include contact name, phone number) for a minimum of three master planning assignments of a similar nature and scope performed within the last five years on the Reference Sheet included in the RFP. If your firm will be utilizing outside subcontractors, separate additional references from previous work they have done as it relates to this proposal should also be included. Submit one copy of a comparable plan report that best represents you firm's capabilities for a project of this scope.
3. Provide a graph describing the time schedule for completing this project with critical path dates shown. Include on the graph points in time when a specific percentage of the total task will be completed. The consultant will be expected to invoice for the project in increments based upon the percentage complete break points shown on the time line graph.

4. Provide references of a similar size and scope. The references should include similar work done by the submitter on behalf of agencies of similar size and diversity. Given that few agencies have requested scopes that include facets as listed in this proposal, it should be expected that submitted references are aligned to at least one or more objectives listed. Additionally each reference should list how it aligns with this proposal objectives and detailed as described in this proposal. Finally all attempts should be made that provide references that cover the breadth of this proposal
5. Provide a lump sum fee proposal, in a separate sealed envelope, for ALL services and deliverables described in this R.F.P., which shall include the cost for all labor, materials and deliverables required to complete this project. The County shall not further reimburse the consultant for miscellaneous expenses (mileage, travel, phone expenses, printing, photography, etc.).

V. SELECTION PROCEDURE

Gwinnett County will select the highest scoring consultants that best demonstrate that they would add the most value toward achieving the key objectives for providing professional services for the services described above.

Gwinnett County’s selection team will review proposals using a three-part process as follows:

Criteria		Points
Phase I: Technical: Initially, proposals will be evaluated based on their relative responsiveness to the criteria described below and will be scored based on the point values as shown:		
1	Consultant’s Qualifications The approach to the work and description of services and capacities of the firm	35
2	Key Personnel The experience of key personnel as it relates to this project and review of resumes	30
3	Schedule The time anticipated to complete the assignment and the Consultant’s understanding of the variety and progression of work task as demonstrated by project schedule and associated narrative.	15
4	References	10
Sub-Total		90
Phase II: Fee Schedule: The Proposals will be evaluated in order to select the firms or teams which rate highest according to the criteria listed in Items A-D above. The selection committee may then short list the highest scoring firms. The fees of the shortlisted firms will then be opened and scored.		
5	Proposal Fee Schedule	10
Sub-Total		100
Phase III: Interviews: Firms will be short-listed for further consideration. At the Department’s discretion, interviews may be required of short listed firms. If interviews are required, The County will issue information regarding format and desired areas of emphasis to all short listed firms and 0-20 points will be assigned on the basis of interview results.		
Optional Interview Quality of presentation and responses to questions		20
TOTAL		120
If a satisfactory Contract cannot be negotiated with the highest ranked proposer, negotiations may then be undertaken with the second ranked proposer and so on.		

VI. RESERVATIONS

Gwinnett County reserves the right to reject all proposals, to negotiate changes in the scope of work or services to be provided and to otherwise waive any technicalities.

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

PROPOSAL FEE SCHEDULE

NOTE: Do NOT submit this page as part of your proposal. It is to be submitted at the same time, but in a separate sealed envelope. Outside of the envelope should have firm name, proposal number, and the words "Fee Schedule"

Lump Sum Fee for the **Provision of a Comprehensive Parks and Recreation Master Plan. This Fee MUST include ALL costs associated with this project.**
(\$ _____)

*****FOR INFORMATIONAL PURPOSES ONLY. Please attach a list of positions that will be used for this project and their hourly rates. This information will not be used in determining award.**

Certification Of Non-Collusion in Bid Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred and twenty (120) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this quote, 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 _____

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 _____ Email Address _____

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

Telephone Number _____ Email Address _____

Failure to return this page as part of your proposal document may result in rejection of proposal.

COMPANY INFORMATION PAGE

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 _____

Printed Name _____

Telephone Number _____

Fax Number _____

E-mail address _____

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

Telephone Number _____

E-mail address _____

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

REFERENCES

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

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

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

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

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

Company Name _____



RP011-19 Provision of a Comprehensive Parks and Recreation Master Plan
CODE OF ETHICS AFFIDAVIT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of 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____

BY: _____
Authorized Officer or Agent Signature

_____ Notary Public
Printed Name of Authorized Officer or Agent

_____ (seal)
Title of Authorized Officer or Agent of Contractor

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





RP011-19 Provision of a Comprehensive Parks and Recreation Master Plan
CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
DAY OF , 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



PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acond Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

GENERAL CONDITIONS
TO CONSULTANT AGREEMENT
TABLE OF CONTENTS

Article

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- 2 Contract Documents
- 3 Changes and Extra Work
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- 21 Independent Consultant
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1. DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett COUNTY, Georgia, a political subdivision of the State of Georgia.
- 1.2 Supplemental Agreement-means a written order to CONSULTANT signed by COUNTY and accepted by CONSULTANT, 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 CONSULTANT executes and enters into a Agreement with COUNTY to perform the Work.
- 1.5 Agreement Price-means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.
- 1.6 Contract Time-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 CONSULTANT-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT-means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 Drawings-means collectively, all the drawings, receipt of which is acknowledged by COUNTY, listed in this Agreement, and also such supplementary drawings as the CONSULTANT 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 Subconsultant-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subconsultants 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 CONSULTANT under this Agreement.

1.13 Liaison-Representative of the COUNTY who shall act as Liaison between the COUNTY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT's plans and work.

2. CONTRACT DOCUMENTS

2.1 List of Documents

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

2.2 Conflict and Precedence

2.0.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3. CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the COUNTY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

4. PERSONNEL AND EQUIPMENT

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation.

Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. FINDINGS CONFIDENTIAL

The CONSULTANT 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 CONSULTANT pursuant thereto shall become the property of the COUNTY and be delivered to DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the CONSULTANT without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the COUNTY or by the CONSULTANT 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 CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT 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 CONSULTANT of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the COUNTY, and the CONSULTANT 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 CONSULTANT. If the Agreement is terminated by the COUNTY as provided in this Article 8, the CONSULTANT 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 CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the Director or his designee for processing and payment. The Gwinnett County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the Director and the CONSULTANT.

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

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

10. INDEMNIFICATION

CONSULTANT 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 CONSULTANT. CONSULTANT'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.

CONSULTANT 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 CONSULTANT.

11. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT 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 CONSULTANT for the purpose of securing business and that the CONSULTANT 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 CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both COUNTY and CONSULTANT 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 CONSULTANT during the term of this Agreement. The liability under such insurance policy shall be not less than in the attached.

The CONSULTANT 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 CONSULTANT shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that shown in the attached

Additionally, CONSULTANT shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that shown in the attached.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be noncancellable except on thirty (30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13. PROHIBITED INTERESTS

13.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBCONTRACTING

The CONSULTANT 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 subconsultant. The Department will not approve any subconsultant for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$10,000 or more shall include the provisions set forth in this Agreement.

15. ASSIGNABILITY

The CONSULTANT 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 CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT 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 CONSULTANT 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 subconsultant, 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 CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT 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 CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subconsultant, 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 CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT'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 CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21. INDEPENDENT CONSULTANT

The CONSULTANT shall perform the services under this Agreement as an independent consultant 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 CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

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

SAMPLE CONSULTANT CONTRACT
RP011-19 PROVISION OF A COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

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 Consultant)

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

1. TERM:

This contract shall commence upon execution of contract.

2. ATTACHMENTS:

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

3. PERFORMANCE:

Consultant 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 Proposal.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed \$ _____. The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The County agrees to pay the Consultant following receipt by the County of a detailed invoice, reflecting the actual work performed by the Consultant.

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT 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 CONSULTANT. CONSULTANT'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.

CONSULTANT 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 CONSULTANT.

6. TERMINATION FOR CAUSE:

The COUNTY may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant'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 Consultant. In the event of the COUNTY's termination of this Contract for convenience, 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 Consultant, which shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant 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 Consultant 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 Consultant 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 subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

9. ASSIGNMENT:

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

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signature Next Page)

GWINNETT COUNTY, GEORGIA

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:

Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

CONSULTANT: _____

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

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

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. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- 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 Act, 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.

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, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any 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

- 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 lowest cost.
- 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 quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

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.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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 Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the 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 the negligent acts, errors 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.gwinnettcountry.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.

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

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

For more information about Electronic Payments, please 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 seventh 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.

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

Buyer Initials: dg

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE