



August 25, 2021

**REQUEST FOR PROPOSAL:
RP030-21**

The Gwinnett County Airport Authority and the Gwinnett County Board of Commissioners are soliciting competitive sealed proposals from qualified consultants for the **Provision of Airport Masterplan Update Services**, for the Department of Transportation, Aviation Division.

Proposals must be returned in a sealed container marked on the **outside** with the proposal number and company name. Proposals will be received until **2:50 pm local time on September 30, 2021** at the Gwinnett County Purchasing Office, 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 3:00pm. A list of firms submitting proposals will be available the following business day.

A pre-proposal conference is scheduled for **10:00 a.m. on September 08, 2021**, at 600 Briscoe Blvd., Lawrenceville, GA 30046.

Questions regarding proposals should be directed in writing to Lindsey Gravitt, Purchasing Associate II at 770-822-7833, Fax: 770-822-8735 or lindsey.gravitt@gwinnettcountry.com no later than **September 13, 2021**. Proposals are legal and binding upon the bidder when submitted.

Contractor is advised that all Federal Aviation Administration grant funded projects currently require a 14.48% Disadvantaged Business Enterprise (DBE) participation in engineering and consulting services.

Gwinnett County does not discriminate based on 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.

All companies submitting a proposal will be notified in writing of award. We look forward to your proposal and appreciate your interest in Gwinnett County.

**Sincerely,
Lindsey Gravitt
Purchasing Associate II**

I. Invitation to submit Proposals

- A. The Gwinnett County Department of Transportation Aviation Division (Airport) hereby requests Proposals for Airport Master Plan Update Services for the Airport. This submission will assist the Airport in selecting a firm to provide demand service support for the Airport in the implementation of its Federal Aviation Administration (FAA), State of Georgia, and locally funded Airport Master Plan Update. Required services may consist of aviation planning services, special services, and grant management/general support as delineated in FAA Advisory Circular 150/5100-14E Change 1. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an "as-needed" basis.

The Airport needs sufficient information to determine that your firm is adequately staffed and capable of providing "as-needed" professional services for each of the following service categories:

- Aviation Planning Services (Section A)
 - Special Services (Section B)
 - Grant Management/General Support (Section C)
- B. Sub-consultants will be permitted as part of the proposal, but must be clearly identified. Sub-consultants' resumes and project references should be provided. No work will be paid by Airport to consultant for work done by the consultant or by a sub-consultant if this work is not billed according to the hourly rates submitted as part of their proposal. All direct costs incurred by the consultant or by a sub-consultant will be reimbursed after sufficient documentation has been submitted to verify the expense is legitimate and eligible for reimbursement.
- C. One (1) unbound original (designated as the original), five (5) bound copies of your proposal and one (1) electronic copy should be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing firm. Proposals must be signed in ink by a company official that has authorization to commit company resources.
- D. In accordance with the requirements of Federal Regulations 49 CFR 18 § 18.36(t) and 49 USC § 47107(a) 17, as amended, Federal Aviation Administration Advisory Circular AC 150/5100-14E Change 1, and the Airport and Airways Improvement Act of 1982, **hourly rates will not be used as a criterion for evaluating proposals.** Vendors should not submit cost with their technical proposals. Vendors will be contacted to submit hourly rates when needed.
- E. To provide these services, the proposal shall address the firm's capabilities and resources in the following areas:
- Available qualified human resources (emphasis on local office resources).
 - Organizational structure relating to service delivery.
 - Local and company-wide experience (emphasis on similar size airports).
 - Proven, well-developed processes and knowledge of Federal and State airport requirements.
 - Knowledge of Gwinnett County and Gwinnett County Airport
 - Appropriate equipment and technology

Note: (local being defined as the Atlanta metro-area)

- F. All questions concerning this RFP should be directed **in writing** to Lindsey Gravitt, Purchasing Associate II, Gwinnett County Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30046. Phone: 770-822-7833 Fax: 770-822-8735 or lindsey.gravitt@gwinnettcountry.com.
- G. No organization is to discuss any aspect of this RFP with any Gwinnett County employee, or any member of the Gwinnett County Airport Authority, without approval of the Purchasing Division's representative. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as ensuring the additional data is made available to all proposers.
- H. Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.
- I. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the consultant and project throughout and are incorporated here 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.

II. Instructions to Consultants

A. Consultant Qualifications

No proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to Gwinnett County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to Gwinnett County or that is deemed irresponsible or unreliable by Gwinnett County. If requested, consultant shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service category called for as described in the "Instructions to Consultants".

B. Consultant Representation

Proposals must be signed in ink by a company official that has authorization to commit company resources and shall contain the firm's full business address. The person(s) who will be responsible for the engineering work (if required) shall be a registered Professional Engineer in the State of Georgia. The person(s) who will be responsible for the surveying work (if required) shall be a registered Land Surveyor in the State of Georgia. Appropriate professionals for other service categories, licensed in the State of Georgia, shall be responsible for those portions of the work as may be required by law.

C. Proposal Evaluation

Airport will select the firm or team (if sub-consultants are used) that best demonstrates that they would add the most value toward achieving the key objective of updating the Airport Master Plan. Gwinnett County's qualifications evaluation committee will review proposals using a two-part process. The evaluation committee will be comprised of one Gwinnett County Airport Authority member, the Gwinnett County Department of Transportation Intermodal Deputy Director, the Airport Director, the Assistant Airport Director, and an impartial party assigned by the Purchasing Division from throughout the County departments. The committee will evaluate proposals as follows:

Part I—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:

- A. Effective and substantive (relative to key objectives) experience of the firm or team (if sub-consultants are used) in the provision of similar services at airports, with emphasis on airports of a similar size (similar number of operations, similar number of based aircraft, similar physical airport facilities).
Points 0-20

As a portion of this section, references will also be checked and points assigned based on responses received.

Points 0-5

Total points available in Section A 0-25

- B. Relevant qualifications, experience and availability of proposed key personnel, with emphasis on staff location (Atlanta metro area). Current workload (e.g., other clients assigned to key personnel) and demonstrated ability to meet schedules.
Points 0-20

- C. Description of firm or team’s understanding and approach to projects, including implementation of Federal and State methods and processes for Airport Master Plan update projects, with an emphasis on implementation of the State Block Grant Program. Familiarity with Affirmative Action Program, and the Disadvantaged Business Enterprise program, knowledge of Federal and State regulations, policies, and procedures related to airports, and knowledge of the Federal and State airport grant programs.
Points 0-25

- D. Description of firm or team’s knowledge of Gwinnett County Government, Gwinnett County’s Citizens and Constituents and Gwinnett County Airport.
Points 0-20

Sub Total 0-90 points

Part II—Firms may be short-listed for further consideration. Depending upon the number of proposals received and the initial spread between the scores of the highest scoring proposals, the County may at that time request interviews with the top scoring firms.

Evaluation of interview. The interview, if needed, will allow firms to present more detailed information about the evaluation criteria described above.

Points (if needed) 0-10 points

Total 0-100 points

Fee Schedule

Fee Schedules will NOT be turned in with the proposals.

If interviews are not required, the fee schedule of the firm receiving the highest score during the initial evaluation (Part I) will be requested. Once received, it will be opened and the firm will be contacted for cost negotiation.

If interviews are conducted, the fee schedule of the firm receiving the highest score after the interviews will be requested. Once received, it will be opened and the firm will be contacted for cost negotiation.

Hourly rates must be provided for all potential labor categories that will be involved in the provision of professional services. All direct charges such as, but not limited to, document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses will be reimbursed after adequate documentation is submitted to ensure the expense is legitimate and eligible for reimbursement. All sub-consultant fees are to be billed at rates identified in the fee schedule.

Hourly billing rates shall remain in effect for the duration of the Airport Masterplan Update project.

If cost negotiations are unsuccessful with the highest scoring firm, the second highest scoring firms will be contacted to receive a fee schedule. The fee schedule will be opened, and negotiations with the second highest scoring firm will commence. If cost negotiations are unsuccessful the process will be repeated until negotiations are successful or the list of qualified firms is exhausted.

D. Consultant Contract

The consultant will be expected to sign a Consultant Demand Professional Services Agreement developed by Gwinnett County (Sample Agreement attached). **The proposal must contain a statement that the consultant has carefully reviewed the Contract, can meet all insurance and other requirements, and if selected, will sign the Contract.** No modifications to the agreement will be permitted.

A signed original of the Non-conflict of Interest Certificate (Attached) must be included in the proposal.

Successful consultant(s) are required within ten (10) days of the Notice of Award to provide the following:

- a. Certificate of Insurance as specified in proposal
- b. Two (2) properly executed contract documents.

E. Submittal

One (1) unbound original and five (5) bound copies of the consultant's proposal are required. Proposals should be limited to a total of thirty (30) letter size, single sided printed pages using a font size no smaller than twelve (12) point. Promotional literature, brochures, etc. will be considered a part of the thirty (30) page limit. Resumes and project write-ups, a cover letter, table of contents, and section dividers, will not be included in the page count. Figures (if any) will be limited in size to legal size, single sided pages in a font size no smaller than ten (10) point. Photos, maps, or other drawings (if any) shall be limited in size to legal size, single sided pages, in a font size no smaller than ten (10) point. The thirty (30) page limit, not including cover letter, table of contents, section dividers, resumes and project write-ups, must specifically include the following, at a minimum:

I. Firm Identification

1. Give the full legal name of firm, the firm's principal business office and its satellite offices, if any; and indicate the location(s) from which these Aviation Demand Professional Services for the Airport would be staged. Give information on the firm's history, business activities, size, employees, officers, affiliates, subsidiaries, ownership and corporate data, as applicable to the provision of Airport Master Plan update services. Include a contact person as well as a phone number and email address.

Give the full legal name of all sub-consultants (if any), the sub-consultants' principal business office and its satellite offices, if any; and indicate the location(s) from which these Aviation Demand Professional Services for the Airport would be staged. Give information on the sub-consultants' history, business activities, size, employees, officers, affiliates, subsidiaries,

ownership and corporate data, as applicable to the provision of that service sub-consultant will be providing.

2. Effective and substantive (relative to key objectives) experience of the firm and sub-consultants (if any) in the provision of similar services at airports, with emphasis on airports of a similar size (similar number of operations, similar number of based aircraft, similar physical airport facilities).

Briefly describe experience in the past five (5) years including experience of firm in performing/providing professional services for airports for State and Federal Aviation programs. Clients and references must be included. Provide this information in table form as follows:

Dates Service Provided	Client Name	Description of Specific Work (include whether firm was lead, sub-consultant or partner in project)	Outcome (include project budget, actual project cost, project schedule {in days} and actual project length {in days})	Contact / Phone number	Contact E-Mail Address

Indicate the extent of the firm’s involvement, whether as lead, sub-consultant or partner in the description column.

The table above will be counted in the total proposal page count of thirty (30) pages.

If full project write-ups are provided, provide no more than five (5) specific projects including client names and individuals to contact as references. The project write-up (not more than five) will not be counted in the total proposal page count of thirty (30) pages.

Indicate how the firm performed regarding delivering within budget and schedule and specifics as to where you reduced costs for the client.

3. Relevant qualifications, experience and availability of proposed key personnel, with emphasis on staff location (Atlanta metro area). Current workload and demonstrated ability to meet schedules.

Provide a specific person that will be the main contact for the airport. Provide a description of the qualifications and experience of the key staff members (main contact and other personnel) that may be involved in assignments. Break down capabilities by discipline (e.g., local number of employees per category). Include an organizational chart footnoting any specific information regarding key personnel. Describe their qualifications and experience with similar Master Plan update projects. Describe any existing clients of the main airport contact, and other key staff members have, and how workload will be managed between clients to ensure work for Gwinnett County is completed in a timely and efficient manner. Resumes may be attached to supplement this information but will not be included in the page limit.

4. Description of consultant’s understanding of Federal and State methods and processes for airport Masterplan Update projects, familiarity with Affirmative Action Program and the Disadvantaged Business Enterprise program, knowledge of Federal and State regulations, policies, and procedures, and knowledge of the Federal and State airport grant programs with an emphasis on the Georgia State Block Grant Program

Provide a description of consultant’s experience in applying Federal and State methods and processes for airport Master Plan Update projects (i.e., stake holder involvement, community involvement, use of forecasting methods, etc.).

All Federal Aviation Administration grant funded projects currently require a 14.48% Disadvantaged Business Enterprise (DBE) participation in engineering and consulting services (a copy of Gwinnett County’s DBE Plan and the Airport DBE Goals is available upon request).

Provide a description of consultant’s experience with the Affirmative Action Program and the Disadvantaged Business Enterprise program. Also, describe how firm intends to meet the 14.48% goal.

In accordance with 49CFR26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs please provide your firm’s name, address, DBE certification, age of firm, and gross receipts. This information should be provided in table form as follows. All sub-consultants/sub-contractors (if any) must also be included in this table.

Firm Name	Firm Address	DBE Certified Y/N	Age of Firm	Gross Receipts (Check column of appropriate category)				
				Less than \$500,000	\$500,000 to \$1 million	\$1-2 million	\$2-5 million	\$5 million or more

The above table is required to be submitted with all proposals. The above table will not be counted in the total proposal page count of thirty (30) pages.

Provide a description of consultant’s knowledge of Federal and State airport regulations, policies, and procedures as they relate to airport planning and/or airport environmental analysis.

Provide a description of consultant’s knowledge of the Federal and State airport grant programs. Provide a description of consultant’s experience in working with Georgia DOT Aviation Programs’ personnel to obtain grants under the state block grant program, and to obtain approval of work products. Provide a description of consultant’s experience with state personnel in establishing scopes of work for planning projects including any experience in modifying project scope or costs to meet state cost expectations.

5. Description of firm or team's knowledge of Gwinnett County Government, Gwinnett County's Citizens and Constituents and Gwinnett County Airport including key stakeholders.

Describe the firm's knowledge of Gwinnett County Government, Gwinnett County's Citizens and Constituents, and Gwinnett County Airport including key stakeholders. Include knowledge of County demographics, applicable County planning documents, the Gwinnett County Standard, existing physical airport facilities, future planned capital projects, ongoing capital projects, the airports' management structure, pending Federal and State grant applications, and past grant funding (past 5 years).

III. Scope of Services

It is envisioned that the following services may be procured through the airport Master Plan update contract process, when appropriate.

Description of Services

Section A – Airport Planning

The consultant shall perform airport planning services as requested by Airport, which may include: Airport system and master planning, airport noise compatibility planning (FAR Part 150 and/or Part 161 studies), and environmental assessments and related studies. These studies normally include a number of activities which may include, but not be limited to: design study to establish the framework and detailed work program, airport data collection and facility inventories, aeronautical activity forecasts and demand/capacity analyses, facility requirement determination, airport layout and terminal area plans development, airport noise exposure maps and noise compatibility plans (FAR Part 150 studies), and environmental assessments and related studies, compatible land-use planning in the vicinity of airport, airport development schedules and cost estimates, airport financial planning, participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects, and any other items of similar nature as may be required.

Section B – Special Services

The development of some projects may involve activities or studies outside the scope of basic design services routinely performed. These special services vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Some examples of special services that may be requested include: soils investigations, including core samplings, laboratory tests, related analyses and reports, detailed mill, shop, and/or laboratory inspections of materials and equipment, land surveys and topographical maps, field and/or construction surveys, photogrammetry surveys, onsite construction inspection and/or management including the services of a full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project, special environmental studies and analyses, expert witness testimony, project feasibility studies, public information and community involvement surveys, studies and activities, preparation of as-constructed plans, preparation of or updating the airport layout plan, preparation of property maps, construction management, preparation of quality control plan, preparation of final report, and any other items of similar nature as may be required.

Section C – Grant Management/General Support

The consultant shall perform airport grant management services as requested by Airport, which may include: Assisting airport in the preparation of necessary applications/pre-applications for local, State and Federal Grants. Research and oversight during grant projects to ensure compliance with all Federal, State, and local laws, rules, regulations, and ordinances (i.e., compliance with Davis Bacon wage rate

requirements, DBE compliance, etc.) Project inspections including final inspections by State and Federal officials. Preparation of all required materials to ensure reimbursement from State and Federal agencies for eligible project expenses. Preparation of all required materials to ensure the timely closeout of State and Federal grants. Attendance of Gwinnett County Airport Authority meetings to provide technical expertise and status reports about on-going airport projects. Provide technical assistance and expertise to airport staff on an as-needed basis. Any other items of a similar nature as may be required

PROPOSAL FEE SCHEDULE
(to be submitted upon request)

(Please see next page for details on how to complete the Proposal Fee Schedule)

Professional fees provided are for hourly billable rates.

Billing Category	Hourly Rate
Principal	\$ _____
Project Manager	\$ _____
Environmentalist	\$ _____
Senior Planner	\$ _____
Senior Engineer	\$ _____
Senior Architect	\$ _____
Engineer I	\$ _____
Engineer II	\$ _____
Planner	\$ _____
Architect	\$ _____
Principal Surveyor	\$ _____
Registered Surveyor	\$ _____
Senior Surveyor	\$ _____
Surveyor	\$ _____
2-person survey crew	\$ _____
3-person survey crew	\$ _____
4-person survey crew	\$ _____
GPS crew	\$ _____
Senior CADD/Design Technician	\$ _____
Administrative Assistant I	\$ _____
Administrative Assistant II	\$ _____
Other (specify titles):	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Use additional sheets if necessary.

Company Name _____

PROPOSAL FEE SCHEDULE
(to be submitted upon request)

Please conform the job positions in your organization that would be working on Airport work to the titles named above. If necessary, please specify any additional job titles that need to be referenced and give their rates in the "Other" portion. The airport Master Plan update contract will ONLY pay on hourly rates submitted as part of this proposal, and for eligible direct expenses. All sub-consultant fees are to be billed at rates identified in the above fee schedule.

Gwinnett County requires pricing to remain firm for the term of the contract. Failure to hold firm pricing for the term of contract will be sufficient cause for Gwinnett County to declare proposal non-responsive.

Certification of non-collusion in Proposal Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Company Name _____

Address _____

Authorized Representative _____

Print Authorized Representative Name _____

Telephone Number _____ Facsimile _____

Remittance Address if Different _____

**GWINNETT COUNTY
DEPARTMENT OF TRANSPORTATION AVIATION DIVISION
NON-CONFLICT OF INTEREST CERTIFICATION**

I, _____, as the legal representative of _____, do certify that we will not perform any type of planning or engineering services for current airport tenants, proposed airport tenants, current airport sub-tenants, proposed airport sub-tenants, property owner(s) adjacent or contiguous to Gwinnett County Airport, during the active life of the Master Plan Update project, without prior approval by Gwinnett County. Further, I additionally certify that if we already have an engineering agreement(s) with current airport tenants, proposed airport tenants, current airport sub-tenants, proposed airport sub-tenants, property owners(s) adjacent or contiguous to Gwinnett County Airport, we will notify Gwinnett County and will either cancel the County contract, or cancel the other party's agreement already in effect if so directed by the Gwinnett County Board of Commissioners or the Director of the Gwinnett County Department of Transportation. In no case will our firm utilize our knowledge of Gwinnett County Airport Projects for professional gain, during the active life of such program.

Signature _____

Printed Name: _____

TITLE _____

DATE _____

WITNESS

Signature: _____

Printed Name: _____

DATE _____

SPECIAL PROVISIONS
TO CONSULTANT AGREEMENT

Article

- 1 Scope of Services
- 2 Period of Services
- 3 Compensation for Consultant Services
- 4 Sub-consulting
- 5 Change of Address

1 SCOPE OF SERVICES

- 1.1 The CONSULTANT, **upon written authorization to proceed from the DEPARTMENT**, agrees to perform such services as described in the proposal. The scope of each work authorization shall be determined by the DEPARTMENT with assistance from the CONSULTANT.
- 1.2 Each specific work authorization to be performed under this Agreement shall be specifically defined and its cost presented as a **not-to-exceed total**. The specific work task to be performed shall be set forth in the letter of work authorization. **The not-to-exceed fee amount will be determined in accordance with the fee schedule.**

2 PERIOD OF SERVICES

- 2.1 **The completion schedule for each phase or work task of the project shall be mutually agreed to by the DEPARTMENT and the CONSULTANT prior to written authorization to proceed.** The CONSULTANT shall recognize that time is of the essence.
- 2.2 The effective date of this Agreement shall be the date said Agreement is signed by the Chairwoman of the Gwinnett County Board of Commissioners (or her designee). The term of this Agreement shall be twelve months from the effective date of the first fully executed Agreement at which time it **shall terminate with no further obligation of the COUNTY, unless renewed as provided herein.**

3 COMPENSATION FOR CONSULTANT SERVICES

- 3.1 For each specific work authorized under Section I above, the DEPARTMENT shall pay the CONSULTANT on the basis of actual time worked on the project, times the hourly rates for the particular categories of personnel working on the project plus the cost of any direct expenses incurred during the project. Said direct expenses shall be subject to verification of legitimacy and eligibility for reimbursement. Each invoice shall be accompanied by a letter progress report, which outlines the work accomplished during the billing period and any problems that may be inhibiting the PROJECT execution.

Payment will be made in the amount of sums earned less previous partial payments and less an established retainage. The retainage shall be ten percent (10%) of the sums earned until fifty percent (50%) of the total estimated cost has been earned; and this amount, equal to five (5%) of the total estimated cost, shall be held by the COUNTY until the final payment is made.

The CONSULTANT shall not perform work on any phase or task of the project that will result in costs that will exceed the estimated budget specified for such work authorization **without the written consent of the DEPARTMENT.**

- 3.2 All invoices submitted by the CONSULTANT shall be detailed to reflect hours per task by personnel category at the billing rates as referenced in the Proposal Schedule attached hereto and made a part hereof by reference. All invoices shall also contain receipts or other evidence of all direct expenses being billed. **There shall be no lump sum billing for any work performed.**
- 3.3 There will be **no payments for overtime billing.** Overtime may be performed at the discretion of the CONSULTANT but the premium time portion of the **overtime will not be billed.**
- 3.4 The CONSULTANT shall bill for its services on a monthly basis for work completed in accordance with Section 3.1 for each work authorization. Requests for payment shall be submitted in the form required by the DEPARTMENT. Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment in that same month. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) of the following month. If the DEPARTMENT objects to all or any portion of an invoice, the DEPARTMENT shall so notify the CONSULTANT within thirty (30) working days after receipt of invoice, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payment will be made in the amount of sums earned less previous partial payments. For the purposes of this Section 3.4, "working day" shall mean any day other than Saturday, Sunday, any legal holiday or any day where the DEPARTMENT may be closed to business for the public due to an emergency.
- 3.5 Final Payment: Upon completion by the CONSULTANT of the work, including the receipt of any final written submission of the CONSULTANT and the approval thereof by the authorized DEPARTMENT representative, the DEPARTMENT will pay the CONSULTANT all amounts earned. The COUNTY incurs no obligation to pay the consultant for 100 percent of the not-to-exceed amount. **Payment will only be made for the amounts earned.** The DEPARTMENT will notify the CONSULTANT when final payment is made. The CONSULTANT agrees that acceptance of final payment shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

4 SUB-CONSULTING

- 4.1 The CONSULTANT shall not sub-contract any part of the work covered by this Agreement or permit sub-contracted work to be further sub-contracted without the DEPARTMENT's prior written approval. **The work of sub-consultants will be itemized and billed at the specified rates.**

5 CHANGE OF ADDRESS AND PERSONNEL

- 5.1 Each party to this AGREEMENT within Thirty (30) days after the effective date of any change of address shall provide written notice of such change of address to the other party.
- 5.2 **No changes or substitutions shall be permitted in the CONSULTANT's key personnel as set forth herein without the prior written approval of the DEPARTMENT.** Failure to obtain prior written approval of the DEPARTMENT may result in CONSULTANT being found in default of this AGREEMENT.

6.0 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- 6.1 Compliance with Regulations.** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 6.2 Nondiscrimination.** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 6.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 6.4 Information and Reports.** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 6.5 Sanctions for Noncompliance.** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- a. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6.6 Incorporation of Provisions.** The CONSULTANT shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- 7. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**
The CONSULTANT assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is

to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of CONSULTANTS, this provision binds the CONSULTANTS from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

8. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The CONSULTANT or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime CONSULTANT receives from County. The prime CONSULTANT agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Gwinnett County Board of Commissioners. This clause applies to both DBE and non-DBE subcontractors. The County incorporates by reference, the Official Code of Georgia 13-11-3 through 13-11-6 concerning payments to contractors and subcontractors.

9. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

10. ACCESS TO RECORDS AND REPORTS

The CONSULTANT shall maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

11. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

12. TRADE RESTRICTION CLAUSE

The CONSULTANT or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONSULTANT or subcontractor who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the sponsor if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

GENERAL CONDITIONS

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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 an 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 Subcontractor-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors 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

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

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

3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the 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 by 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 errors, acts, 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 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 pages titled Professional Service Insurance Requirements (pg 21 & 22 of RFP document).

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 Appendix A.

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 co-assured, 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.

1 PROHIBITED INTERESTS

1.1 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.

1.2 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 COUNTY's prior written approval of the subcontractor. The COUNTY will not approve any subcontractor 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 subcontractor, 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 and/or representatives of the COUNTY Department of Internal Audit for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY and/or representatives of the Department of Internal Audit 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 subcontractor, 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 CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor 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.

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, non-owned, 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 Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
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.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.



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

1. _____
 (Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20__
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)



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_____

For Gwinnett County Use Only:
Document ID

Issue Date: _____
Initials:

Notary Public
My Commission Expires:

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

**SAMPLE CONSULTANT DEMAND
PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** made and entered into this _____ day of _____, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "Owner"), 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:

Copies of the CONSULTANT's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner'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.

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. INSURANCE CERTIFICATES/NOTICE REQUIREMENTS

CONSULTANT shall maintain all insurance certificates as provided in the proposal specifications. Owner shall be named as additional insured and shall further be named as a "Loss Payee" on said insurance policies. Upon cancellation of said insurance policies, CONSULTANT or its agent(s) shall provide written notice to Owner within 30 days upon Owner to its agent(s)'s knowledge or receipt of any such notice of cancellation.

6. 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 errors, acts, 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.

7. TERMINATION FOR CAUSE:

The Owner may terminate this agreement 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 Agreement. Such termination shall be without prejudice to any of the Owner's rights or remedies provided by law.

Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.

If the termination is due to failure to fulfill the CONSULTANT's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in Section 8 of this agreement.

8. TERMINATION FOR CONVENIENCE:

The Owner may terminate this Agreement for its convenience at any time by written notice to the CONSULTANT. In the event of the Owner's termination of this Agreement for convenience, the CONSULTANT 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 CONSULTANT who shall itemize each element of performance. No amount shall be allowed for anticipated profit on unperformed services.

9. AGREEMENT 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 subcontractor, providing that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies of raw materials.

10. 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 Owner in writing.

11. WAIVER:

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

12. SEVERABILITY:

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

13. GOVERNING LAW:

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

14. MERGER CLAUSE:

The parties agree that the terms of this agreement include the entire agreement 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 agreement.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

Gwinnett County Board of Commissioners
Gwinnett County, Georgia

Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Print Name
County Clerk/ Deputy County Clerk
Board of Commissioners

GWINNETT COUNTY AIRPORT AUTHORITY

ATTEST:

Gwinnett County Airport Authority

Om DugGal, Secretary
Gwinnett County Airport Authority

Eric "Tip" Cape, Chairman
Gwinnett County Airport Authority

CONSULTANT

ATTEST:

CONSULTANT: _____

Signature

BY: _____
Signature

Print Name
Corporate Secretary
(Seal)

Print Name and Title

APPROVED AS TO FORM:

Signature

Jenny Carter
Deputy County Attorney

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. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO PROPOSERS

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

to proposal submittal. This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. **SUBMISSION OF PROPOSALS**

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. **WITHDRAWAL OF PROPOSAL DUE TO ERRORS**

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, 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 ½% 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 Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

XXVII. TAX LIABILITY:

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

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

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

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

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

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

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

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

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