



November 23, 2022
REQUEST FOR PROPOSAL
RP004-23

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants for **Development of the Gwinnett County 2045 Unified Plan** for the Department of Planning and Development.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on Thursday, January 5, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 A.M. on Thursday, December 1, 2022**, at the Gwinnett County Financial Services-Purchasing Division-2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. All consultants are urged to attend. Questions regarding proposals should be directed to Chris Duncan, Purchasing Associate III at Christopher.duncan@gwinnettcounty.com or by calling 770-822-8741, no later than **3:00 P.M. December 5, 2022**. Proposals are legal and binding upon the bidder when submitted. One unbound original, four (4) copies and one electronic copy (disc or drive) of the technical portion of the proposal should be submitted.

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

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to ADA Officer, Gwinnett County Justice and Administration Center, 770-822-8165.

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

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

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

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

Chris Duncan CPPB
Purchasing Associate III

The following pages should be returned as your proposal package:

Fee Schedule (return in a separate envelope), Page 19
Firm Information, Page 20
References, Page 21
E-Verify, Page 34
Code of Ethics Affidavit, Page 35

I. Purpose

Gwinnett County is soliciting competitive sealed proposals for an individual, firm, or team of firms to assist in the development of the 2045 Unified Plan. The winning respondent will be responsible for the development of a Comprehensive Plan in accordance with the Rules of the Department of Community Affairs (DCA) Chapter 110-12-1, and the incorporation of the separately prepared 2050 Comprehensive Transportation Plan and the 2020-2024 Consolidated Plan in the planning process to result in one Unified Plan for Gwinnett County.

All responses are to be signed by a duly authorized official of the firm and must be submitted in the time, manner, and form prescribed. No reimbursement will be made by Gwinnett County for any costs incurred prior to a formal notice to proceed, should an award of contract result from this solicitation.

II. Background Information

Gwinnett County's 2040 Unified Plan was adopted on February 5, 2019, as a coordinated effort inclusive of the Comprehensive Transportation Plan, Consolidated Plan, and Comprehensive Plan. The plan was adopted in February 2019. While the core values espoused in the plan hold true, the nature of the County since its adoption has limited the effectiveness of the Plan as written. According to the 2020 Census there are 957,062 residents in Gwinnett, a growth of over 151,741 since the 2010 census. The evolution towards more density and diversity presents new and ever-changing challenges and opportunities in both service delivery and community engagement. Gwinnett County has become one of the most ethnically diverse counties in the southeast.

As the County looks to the future, an emphasis must be placed on maintaining the advantages achieved through a remarkable past. In the decades of growth since the 1970s the community has built a reputation as one of the best places to live, learn, work, and play in the Country. For instance, the state-of-the-art water system is one of the most advanced in the world; the school system is consistently recognized as one of the best in the United States; the park system is nationally recognized; and the County government maintains a triple AAA credit rating, a sign of exemplary fiscal management.

Overall, the Gwinnett County community has everything necessary to maintain and build upon its remarkable past success. The purpose of the project outlined in this RFP is to put into action a community-wide plan that will continue to deliver superior services to its vibrantly connected communities.

III. Scope of Services

Gwinnett County will issue one contract to complete the work described herein. Work completed under contract will adhere to the methodology described in the Rules of Georgia Department of Community Affairs Chapter 110-12-1 and adhere to the work order described below in the section entitled General Organization of the Project. All elements of the Rules of Georgia Department of Community Affairs Chapter 110-12-1 must be covered in the requested 2045 Unified Plan, along with other considered elements, such as an Arts and Entertainment Element

and Sustainability Element. While DCA required elements are mentioned in this RFP, it is the responsibility of the winning firm to review all DCA rules for comprehensive planning and ensure that all requirements are met as the project is executed.

The final product is expected to meet and exceed the minimum DCA requirements of nine (9) plan elements as described below:

- Community Goals – The Community Goals identify the community’s direction for the future and are intended to generate local pride and enthusiasm about the future of the community. (Specifics at 110-12-1-.03 (1))
- Needs and Opportunities – The list of locally agreed upon Needs and Opportunities the community intends to address. (Specifics at 110-12-1-.03 (2))
- Community Work Program – The specific activities the community intends to undertake over the five-year planning period to address prioritized needs and opportunities. (Specifics at 110-12-1-.03 (3))
- Broadband Services – This element is a requirement due to the Achieving Connectivity Everywhere (ACE) Act Senate Bill 402 passed in 2018. (Specifics at 110-12-1.03 (4))
- Capital Improvement Element – Detailed Capital Improvement Element developed to meet Development Impact Fee Compliance Requirements (DCA Rules 110-12-2). Note, Gwinnett County does not currently collect Development Impact Fees; therefore, this element may not be required. However, the consultant is expected to review the requirements for this element and recommend inclusion as needed based on best practice and to ensure the operational effectiveness of the Plan. (Specifics at 110-12-1-.03 (5))
- Economic Development Element – Identification and integration of economic development needs and opportunities into the Community Work Program. (Specifics at 110-12-1-.03 (6))
- Land Use Element – Character Areas Map and narrative that outline the future land use expectations of the County. A parcel based Future Development Map for unincorporated Gwinnett County. (Specifics at 110-12-1-.03 (7))
- Transportation Element – Evaluation of the local transportation system and identification of needs and opportunities to address. The Comprehensive Transportation Plan will be integrated into the Plan to cover this element. Therefore, the primary work on this element will consist of the incorporation of the Comprehensive Transportation Plan into the structure and format of the Unified Plan as described below. However, the consultant is expected to review the requirements of this element and suggest additional content as required or in support of the plan’s operational effectiveness. (Specifics at 110-12-1-.03 (8))

- Housing Element – Implement the suitability of data and trends acquired from the recently completed housing and residential zoning district studies to address existing and future community needs. The Consolidated Plan will also be integrated into the Plan to cover this element. However, the consultant is expected to review the requirements of this element and suggest additional content as required or in support of the plan’s operational effectiveness. (Specifics at 110-12-1-.03 (9))

IV. Municipal Coordination

The County intends to engage each individual municipality in the planning process as key stakeholders in the community. As such, it is expected that the planning process will consider and engage each of Gwinnett’s municipalities throughout the effort. Any information relevant to the community at-large, or a specific municipality gathered or compiled during the planning process, will be made available to municipalities in support of their individual planning efforts.

Furthermore, each municipality within the County may engage the winning firm at their discretion to complete their comprehensive planning updates as required, utilizing this solicitation as appropriate as a cooperative purchase. Any engagement with a municipality that hinders the progress of the County’s planning effort or presents a conflict of interest in any other form shall be considered a breach of contract by the firm and will be addressed accordingly.

V. Organization

Project Manager and Project Management Team (PMT)

The Director of the Department of Planning and Development (“The Department”), or designee, shall serve as the County’s Project Manager (PM). Weekly updates from the consultant shall be provided via email or over the phone to the project manager. A PMT will be created by The Department, to include, at a minimum, the Assistant Director, Deputy Director, Planning Division Director, Housing and Community Development Division Director, Long Range Planning Manager, and Outreach Coordinator. This group shall meet, at a minimum, on a biweekly basis throughout the planning process. The purpose of the PMT is to provide direction on the planning process, community engagement, and preparation of deliverables.

Technical Advisory Committee (TAC)

A TAC will be created by The Department in support of the project. The TAC shall include representatives from the Departments of Water Resources, Transportation, Community Services, Economic Development, Communications, Police Services, Community Outreach, and other internal County Departments as determined by the PM. The TAC shall meet on a monthly basis throughout the planning process. The purpose of the PMT is to provide input on the planning process, community engagement, and preparation of deliverables.

Community Advisory Committee (CAC)

The Department will establish a 2045 Unified Plan CAC consisting of community stakeholders. All materials and communication will be handled by the consultant. The final composition of the

CAC shall be determined by the PMT, but will include residents and business owners, along with representatives from various civic and community organizations such as the Chamber of Commerce, Gwinnett County School District, and Community Improvement Districts. Representatives from the Planning Commission, Development Advisory Committee, Tree Advisory Committee, Sustainability Commission, and other County boards and authorities will also be included in the CAC. The CAC shall meet as needed throughout the planning process as determined by the Project Manager. The purpose of the CAC is to serve as a sounding board for the consultant and shall provide feedback about draft public meeting materials and plan recommendations.

Consultant Team

In response to this Request for Proposal, the respondent should include a detailed overview of the team that will execute the project. Specific instructions regarding the presentation of team qualifications may be found in Section IX Proposal Submission Instructions and Proposal Layout. It is the responsibility of the consultant to manage the project in its entirety under the general supervision of the County Project Manager.

Deliverables: (Note: All materials for TAC and CAC meetings shall be provided at least one week prior to the scheduled activity. Items required as a result of a meeting such as meeting summaries, sign-in sheets, etc. must be provided no later than 5 calendar days following the scheduled activity.)

- Weekly Project Manager Progress Reports from Consultant(s) to the Project Manager;
- Bi-weekly PMT Agendas and Meeting Summaries from Consultant(s) to the Project Manager;;
- Monthly TAC Agendas and Meeting Summaries (provided to the Project Manager);
- CAC Meeting Agendas, Sign-In Sheets, Meeting Materials, Presentations and Meeting Summaries; and

Draft Email Communication with the CAC to the Project Manager.**VI Planning Process**

Schedule

Gwinnett County's updated Comprehensive Plan must be fully approved and adopted prior to February 2024. Understanding the complexity of this effort and the window for completion, proposals must include a proposed time and action plan to meet the project deadline. This plan should include the support required of County staff to complete the effort on time and within budget. The County reserves the right to cancel this agreement in the event of project delays, missed milestones, or the submission of insufficient or incomplete work by the consultant. In the event of cancellation, the County will be obligated to compensate the consultant for any work previously accepted as complete but may seek damages if the cancellation delays completion of the Plan and causes the County to lose qualified local government status.

General Organization of the Project

It is anticipated that this project will be organized, in general, within four (4) tasks that tie the planning process to Gwinnett County's strategic management framework and meet all DCA requirements. The intent of this approach is to develop a highly coordinated and truly actionable Plan. The strategic management framework is designed to translate broad priorities into coordinated and focused activities by establishing high-level strategies across functions; developing rolling five-year action plans in support of each strategy; acting through focused operations; continuously measuring results; and making changes as needed.

The anticipated tasks include:

Task 1: Community Education Program

The planning process will begin with a community education program, developed in collaboration with the PMT. This program should focus on the following four areas:

- a) Market/Economic Realities and Demographic Changes
- c) New Urbanism and Transit-Oriented Development
- e) Infrastructure Capacity Planning
- f) Housing

Emphasis should be placed on what other communities throughout Metro Atlanta and the nation are doing to remain competitive, including density, high quality development, traditional neighborhood design, mixed-use development, context-sensitive design, complete streets, walkability, smart growth, transit-oriented development, form-based codes, etc. Additional effort will be required to educate the community on the need for different development patterns to help address traffic, infrastructure costs, and other associated consequences of automobile dependent development. This portion of the process should include well-known, national experts in the field of urban planning that have a proven reputation for engaging and educating the public in their field of expertise. The consultant should include an explanation in their proposal of their intended community education program format including a list of speakers, activities and topics to be addressed. All materials and activities will be developed and provided by the consultant. The sessions should include interactive components, professional presentations, handouts, etc. and should be targeted to a wide range of participants. All materials should be made available on the project website and sessions shall be recorded for viewing via the project website and social media outlets. Interpretation services shall be provided at all events, as directed by the PMT.

Deliverables:

- Draft Meeting Materials (at least 2 weeks prior to each meeting);
- Final Presentation Materials for Distribution at Public Meetings;
- Sign-in Sheets and Meeting Summaries (no later than 5 calendar days following all meetings);

- Video Recorded Meetings for Posting; and
- Final Report and Findings for Inclusion in the Comprehensive Plan Appendix.

Task 2: Community Participation Program

In general, the consultant should create a unique and cutting-edge community engagement process. The County has an expectation for innovative input efforts that include tactical urbanism, interactive games, combined social events, etc. It is important that the consultant develop a compelling plan to maximize involvement.

- a) Tours of other communities shall be arranged for CAC members. One tour shall occur during the visioning portion of the planning process and the other during the plan development process. The initial tour shall be inspirational, and the follow-up tour should visit places that help the group visualize what the plan recommendations might look like when implemented. The consultant will be responsible for selecting the tour sites, in cooperation with The Department, and arranging all tours, speakers, etc. The Department will arrange transportation for the tours. The tours should be within the Metro Atlanta area and demonstrate development patterns supportive of the County's Regional Activity Centers and Community Nodes.
- b) Other Public Engagement Activities. The following list of other engagement activities is not exhaustive and should be considered the minimum required activities. Consultants are expected to propose creative, cutting-edge methods of engaging the community. The Board of Commissioners highly considers all public input in their decision-making process, so a thorough, effective public engagement program is required. At a minimum, the Consultant should propose the following:
 - i. Survey: A survey shall be distributed at the first public meeting and made available for completion online.
 - ii. Project Website: The Consultant shall create a project website and create all content with information about the planning process and any other necessary information. A feedback tool will be incorporated into the page, and the Consultant will be responsible for analyzing the feedback downloaded from the tool.
 - iii. Workshops: At least three public meetings shall be in a workshop format with interactive sessions. The consultant is expected to develop creative, cutting-edge interactive sessions.

- iv. Pop-up Events: The engagement process shall engage with participants in their communities and piggy-back off community events and activities.
 - v. Small Group Stakeholder Meetings: The consultant should plan to manage at least 20 small group stakeholder meetings. Examples of stakeholder groups include Non-Profit Groups, Neighborhood Groups, Development Community, Business Owners, etc. The final list of stakeholder groups shall be developed and approved by the PMT.
 - vi. Individual Stakeholder Interviews: The consultant should be prepared to interview up to 25 individual community stakeholders, including one-on-one interviews with the Chairwoman, District Commissioners, and County Administrator. Other stakeholders include Department Directors, Community leaders, school administrators, etc. as determined by the PMT.
 - vii. Creative advertising: Efforts should be made to implement creative advertising of meetings and events to ensure maximum participation and to ensure participation from underrepresented individuals. The Consultant shall provide translation services at all events and of all written materials in the most spoken languages in the County.
 - viii. Other: Submittals shall propose any additional or alternative public engagement methods that will be effective throughout the planning process.
- c) Board of Commissioners' Briefings: The consultant will provide two progress update presentations at a Board of Commissioners' Briefing.
 - d) Public Meetings: Public meetings will be held throughout the process and at major milestones. Consultants should explain their approach to public meetings, outside of those specifically referenced in this RFP, within their proposal.
 - e) Draft Plan Open House: A series of open houses throughout the County shall be utilized at the end of the process to present the draft plan findings prior to the final public hearing required by DCA.

Deliverables: (Note: All materials for Public Meetings shall be provided at least one week prior to the scheduled activity. Items required as a result of a meeting such as meeting summaries, sign-in sheets, etc. must be provided no later than 5 calendar days following the scheduled activity.)

- Community Tour Itineraries and Summaries with Photos;
- Online Survey and Summary of Survey Results;
- Project Website;

- Detailed Meeting Advertising and Community Promotion Plan;
- Community Workshop Agendas, Meeting Materials, Presentations, Comment Cards, Meeting Summaries and Electronic Copies of any Resulting Sketches, Engagement Exercises, etc.;
- Presentation Materials for two Board of Commissioners' Briefings;
- Stakeholder Interview Schedule, List of Questions and Summary of Findings for Groups and Individuals;
- Public Meeting Agendas, Meeting Materials, Presentations, Meeting Summaries and Electronic Copies of any Resulting Sketches, Engagement Exercises, etc.;
- Preliminary Reports and Project Updates as needed throughout the process; and
- Draft Plan Open House Meeting Materials, Sign-in Sheets, Meeting Summaries and Comment Cards.

Task 3: Comprehensive Plan Development

The County's current Comprehensive Plan can be difficult to administer. The land use recommendations do not provide enough information to aide staff during the zoning review process to adequately carry out the County's vision. Additionally, the vision for several of the character areas has changed since originally adopted. While the original plan did include a list of potential development in each of the County's character areas, it is generally very broad and lacks detail. To assist with this the County adopted a 2040 Unified Plan Amendment in 2022. The amendment – adopted September 27, 2022 – replaces portions of the Future Development Map section of the plan. This amendment included minor modifications to existing character areas, the creation of an additional character area, and adjustments to the Future Development Map. It also included a more detailed list of development types, including recommended residential density ranges and zoning districts. The 2045 Plan document should revise and expand upon this Plan Amendment.

While visioning and the development of goals is important, the consultant should bring expertise in mapping and design. The final product should include a multitude of illustrative examples and detailed maps to convey the recommendations of the plan visually, including six detailed small area plans for the County's currently identified Regional Activity Centers.

The final plan should meet all state requirements for Comprehensive Plans. The process should begin with a thorough review of existing conditions, plans and policies. The following elements must be included:

1. Community Goals.
2. Needs and Opportunities.
3. Community Work Program.
4. Capital Improvements Element.

5. Broadband Services.
6. Economic Development.
5. Land Use.
6. Housing.
7. Transportation

The plan shall also include a detailed Implementation Plan with an updated community work program with considerations for estimated cost and funding along with a long-term implementation plan.

The consultant shall review the Regional Water Plan(s) covering Gwinnett County and the Rules for Environmental Planning Criteria to ensure viability of local implementation practices or development regulations. Included in this review should be a review of the 2050 Gwinnett County's Sewer Master Plan and related planning documents. Any needs, opportunities, or action items to ensure compliance and support of the Regional Water Plan(s), Rules for Environmental Planning Criteria, and/or the Water and Wastewater Master Plan should be identified and addressed within the Plan.

Deliverables:

- A complete Draft Plan shall be submitted at least four weeks prior to transmittal to the Atlanta Regional Commission for PMT review;
- Six rendered small area plans with parcel level detailed recommendations, architectural renderings, etc. that can stand alone as separate guiding documents for the County's Regional Activity Centers;
- All documents shall be submitted in native file and Acrobat Adobe PDF formats;
- All maps shall be created in the latest version of ESRI ArcGIS, and GIS shapefiles shall be provided for all newly created or edited data. PDF and JPEG files must also be submitted for each map included in the Final Plan;
- All graphics, renderings, etc. included in the Final Plan shall be submitted in separate printable format (PDF or JPEG); and
- All tables shall be submitted in separate Microsoft Excel format.

Task 4: Agency Reviews and Adoption of the Plan by the Board of Commissioners

The Consultant will work with the Project Manager to ensure that the ARC and DCA requirements are met during the review process to revise/reconcile any issues or compliance deficiencies. This task must be secured before the Plan is adopted by the County.

- a) **Public Hearings.** A first public hearing must be held at the inspection of the planning process. Upon completion of the draft plan, the document will be made available for public review and public hearings will be scheduled and advertised within the legal requirements of the County. The public hearing(s) will be held prior to the review and adoption. Any comments at the Public Hearing shall be addressed by the consultant.
- b) **Transmittal Resolution.** The draft plan shall be presented to the Board of Commissioners prior to its transmittal to ARC/DCA. A transmittal resolution will be prepared for the elected officials for adoption to transmit the Plan to the ARC and the Georgia DCA for review.
- c) **Regional Compliance Review.** The Consultant will work with ARC and the Georgia DCA during the review process to revise/reconcile any issues or compliance deficiencies. Any regional review hearings that are scheduled by ARC or DCA will be attended by the Consultant.
- d) **Plan Revisions.** The revised Plan will be prepared based on review of its compliance with regional and state requirements and its substance as agreed by the staff, elected officials, and public review.
- e) **Adoption by the County.** The Board of Commissioners are charged with the responsibility to adopt the Comprehensive Plan. After DCA accepts the Plan, a resolution for adoption will be prepared to adopt the Comprehensive Plan. The Consultant along with the Project Manager will attend the meeting associated with the adoption process to respond to any questions or comments, and where appropriate, make presentations regarding the Plan. The Consultant shall transmit the Resolution and all required documentation to the Project Manager for submittal to ARC/DCA within seven (7) days of adoption to remain in compliance with state requirements, unless otherwise indicated by DCA or directed by the County.
- f) **Adopting Resolution.** A resolution will be prepared for the elected officials for adoption of the Plan. The final adopted plan and all requisite materials shall be

provided by the consultant and transmitted to ARC/DCA within seven (7) days of adoption.

- g) Publicizing the Plan. The consultant will assist the County with creating draft press releases and other content related to notifying the public that the Plan has been finalized and adopted.
- h) Documentation. After adoption of the Comprehensive Plan by the County, the consultant will provide digital and hardcopy of the originals (including all maps, charts, tables, etc.) for the County in addition to twenty (20) printed and bound copies of the completed plan.

Deliverables:

- Final Draft 2045 Unified Plan;
- Public Hearing Presentation Materials;
- Board of Commissioners Presentation Materials;
- Revised Final 2045 Unified Plan that addresses comments Identified by ARC and DCA;
- Draft Press Release and other Public Notification Content.
- Digital Copy (Native file & Acrobat Adobe PDF) of the Complete Final Comprehensive Plan;
and
- Twenty (20) printed and bounded copies of the Complete Final Comprehensive Plan.

VII. Plan Document

The final Plan document is expected to meet all requirements outlined within the Department of Community Affairs Rules Chapter 110-12-1-.02. It is the intent of the County to construct a Plan that translates the community vision into actions through a cascading approach, in which one vision produces several priorities; each priority produces one to several strategies; each strategy produces one to several tactics (or action plans); and each tactic produces one to several specific actions. Through this approach, the Plan should coordinate actions throughout County and community operations in a cohesive and complimentary manner in support of one unified vision.

VIII. End Products and Milestones

Within two (2) weeks following commencement of work, the consultant shall present a project charter with project milestones to the PMT for approval. Milestones should follow a logical

phased approach and should be consistent, in general, with the anticipated project tasks noted in this RFP.

IX. PROPOSAL SUBMISSION INSTRUCTIONS AND PROPOSAL LAYOUT

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 service(s) proposed upon and that they have the necessary financial resources to provide the proposed service(s).

Business Operations and Purpose

No proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that does not routinely engage in land use planning, transportation planning, demographic forecasting, housing planning, or other related planning consulting activity. No proposals shall be accepted from agents or intermediaries acting on behalf of the primary provider of services.

Consultant Representation

Each consultant must sign the proposal with their usual signature by an authorized representative and give their full business address.

Appropriate professionals, licensed in the State of Georgia, shall be responsible for those portions of the work as may be required by law. The consultant shall provide all required certifications as may be required.

Insurance

See Professional Services Insurance Requirements appended hereto as Attachment A. The successful proposer must be able to furnish evidence of insurance in the amounts as stated in Attachment A. Insurance carrier must be acceptable to Gwinnett County's Requirements.

Time

Time is of the essence for completion of this project. Project should begin within 10 days upon issuance of the "NOTICE TO PROCEED."

Standard Form of Agreement for Planning Services

The consultant will be expected to sign an Agreement for services developed by Gwinnett County. A copy of Gwinnett County's Standard Form of Agreement for Planning Services is included as Attachment C. The proposals must contain a statement that the consultant has

carefully reviewed the Agreement, can meet all insurance and other requirements, and if selected, will sign the Agreement. Any changes or modifications to the Agreement requested by the consultant must be stated in writing in the proposal. A request for changes or modifications will be taken into consideration during the evaluation process. The consultant will be required to execute the HUD Certifications contained in Attachment B as a part of the Agreement.

No Reimbursements

Gwinnett County will not reimburse any firm for costs incurred in responding to this Request for Proposal or subsequent activities up to its selection of a firm to provide the planning services and the executing of a related agreement, and receipt by the proposer of the fully executed agreement and a "Notice to Proceed" from the County. All costs associated with a proposer's preparation of a response to this Request for Proposal are the sole responsibility of the proposer.

Questions

No organization is to discuss any aspect of this Request for Proposal with any Gwinnett County employee 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.

Access to information

Information, including proposals, will be public documents upon award and execution of contract.

Length of Proposal

Proposals should be no longer than thirty (30) standard letter-size, single-sided typewritten pages. Promotional literature, brochures, etc. will be considered a part of the thirty (30) pages limit. Maps, financial statements, HUD certifications, résumés, and project references will not be included in the page count.

Submission

The package being submitted in response to this Request for Proposal should be clearly marked "Proposal for Planning Services for the 2045 Unified Plan" and should show the proposing team's/firm's name and address.

Proposers should provide one (1) unbound original proposal, one (1) digital copy of the proposal and six (6) copies of their proposal (not including cost proposal). A cost proposal by task shall be included in a separate, sealed envelope.

Format and Content of the Proposal

Each firm will be evaluated based on its responses to the following. Responses shall be prepared for each section listed below in the order indicated. Please begin each section on a new page and tab the first page of each section. A response is expected for each bulleted item even if the response is "not applicable".

Section I – Executive Summary

Section II - Firm/Team Identification and Profile

- Give the full legal name of each firm on your team, the address of each firm's principal business office and its satellite offices, if any; and indicate the location(s) from which planning services for the county would be provided.
- Give information on each firm's history, business activities, size, employees, officers, affiliates, subsidiaries, ownership, and other relevant corporate data.
- What is the primary business of each firm on your team? Discuss the relationship to, and support given to, the planning/analysis consulting section by the firm, if planning is not the primary business of the firm.
- Project teams are acceptable, provided that overall project accountability is with the lead firm. If an association with other firm(s) is proposed, describe the working relationship, identify specific areas of responsibility of each firm, and identify the lead firm that will have overall project accountability.

Section III - General Understanding and Approach

Give your team's/firm's general approach to comprehensive planning in general and to this project.

- In preparing a comprehensive plan for a local government, what are the key problems and issues that typically must be anticipated, prevented, or managed?
- What are the special problems or challenges you would anticipate for the project described by the Request for Proposal?
- Describe what your team's/firm's approach would be to providing planning services for this project.
- Describe the services that you would provide and any other relevant points regarding the provision of the proposed services to the county.
- Describe the team's/firm's in-house capability to undertake this project.

- Describe the team's/firm's in-house procedures for ensuring the accuracy and integrity of its services. Include how issues such as schedule management, cost control, claims management, coordination, stakeholder management, and communications will be addressed.

Section IV – Proposed Scope of Services

- Provide a preliminary scope of services for the project. Include a preliminary timeline for completion of the project.
- Include a calendar that identifies all tasks to be performed, major milestones, and deliverables over the length of the project. See the procedural requirements for major amendments to the Comprehensive Plan in the Minimum Planning Standards.

Section V - Experience of Firm

- Describe the experience of the firm in the past five (5) years with projects of similar size and scope. Describe other relevant experience including experience of firm in performing planning services for state, county and municipal governments, or strategies used to engage a diverse community. Name the key employees involved in each project mentioned. Will these same employees be assigned to the Gwinnett project?
- Indicate the extent of team's/firm's involvement in each project mentioned above, whether as lead, sub-consultant, or partner.
- Are the key employees who undertook those projects over the past five years still with the firm? Please be specific in your response, and cite each example mentioned above. If not, how has the firm replenished this valuable expertise?
- Indicate your experience with collaborating on major projects.
- Indicate how your firm has performed in minimizing claims and add change orders, delivering within budget and schedule.
- Provide specific examples in which you saved or reduced costs for your client.

Section VI - Quality Assurance Procedures

- Describe the team's/firm's in-house procedures used to assure the accuracy and integrity of its office and field services.
- Describe the team's/firm's in-house editing and quality control processes used to assure the quality of the products that you produce.

Section VII - Qualifications and Experience of Staff

- Provide a description of the qualifications and experience of the specific staff members to be involved in each phase of the services.
- Include résumés of personnel that would deliver the various components of the project.
- Name the project manager and other key members of the project team.
- Describe their qualifications and experience with similar projects. If the experience is with a previous firm, provide the name of the firm.
- Give the percentage of the key members' time that would be committed to this project.
- Where applicable, link staff to referenced projects and specific accomplishments relating to key objectives.
- State per hour costs for typical staff members to be assigned to this project.

Section VIII – References

- Provide references [see form in Attachment D] involving at least three (3) specific projects (preferably similar in scope and complexity to each of the proposed projects) including client names and individuals to contact as references. Such projects should have been completed within the past five (5) years. For these projects, indicate the outcome with regards to Gwinnett County's key objectives for this project.

Section IX – Certifications

- **All certifications provided as attachments (Attachments B and H) must be completed and included with the proposal.**

Review and Rating of Evaluation Criteria

Gwinnett County's evaluation committee will review the proposals. Proposals will be evaluated based on their relative responsiveness to the criteria described above and with those criteria's values weighted as shown below:

SCORING CRITERIA

Evaluation Factors	Maximum Points
Understanding and Project Approach	10
Proposed Scope of Services	20
Experience of Project Staff, with Emphasis on Project Management on Projects of Similar Scope	20
Consulting Firms Experience on Similar Projects	15
Internal Quality Assurance	5
References	10
Sub-Total	80
Fee Proposal	20
Sub-Total	100
Optional Interview Requirements The County reserves the right to conduct interviews as part of the selection process. At the discretion of the Selection Committee, proposers may be requested to make an oral presentation prior to final selection.	20
Total	120

The County makes no commitment that this process will lead to a contract of any kind and reserves the right to cancel this process at any time, short of executing an agreement with any firm.

The proposals will be evaluated in order to select the firms which rate the highest according to the criteria elaborated in the above items. The selection team then, at its discretion, may short list the highest scoring firms and opens the fee schedule. The County may choose to short list the firms again, and those firms making the short list may be invited to participate in an interview. If required, an invitation to the interview will be extended to the highest scoring firms.

The full cost of the proposal preparation and all costs incurred to participate in the oral presentation/interview/demonstration are to be borne by the proposing firm. Based upon the results, the County will negotiate with the firm ranked highest in an attempt to reach an agreement. If negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on, until an agreement can be reached.

FEE PROPOSAL (Return in a Separate Envelope)

Gwinnett County Unified Plan – 2045 Fee Proposal		
Task 1: Community Education Program	Rate	\$
	Hours	
	Total Cost	\$
Task 2: Community Engagement Program	Rate	
	Hours	
	Total Cost	\$
Task 3: Plan Development	Rate	\$
	Hours	
	Total Cost	\$
Task 4: Agency Reviews and Adoption of the Plan by the Board of Commissioners	Rate	\$
	Hours	
	Total Cost	\$
Total	\$	

Company Name _____

Failure To Return This Page As Part Of Proposal Document May Result In Rejection Of Proposal.

FIRM INFORMATION

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

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

Certification of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

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

Legal Business Name _____

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

Federal Tax I.D. _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

REFERENCES

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

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

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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

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

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

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

4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

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

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

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

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

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The 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.

GENERAL CONDITIONS
TO CONSULTANT AGREEMENT
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1. DEFINITIONS

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

- 1.1 COUNTY-means Gwinnett COUNTY, Georgia, a political subdivision of the State of Georgia.
- 1.2 Supplemental Agreement-means a written order to CONSULTANT signed by COUNTY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 Contract-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 Agreement Execution-means the date on which CONSULTANT executes and enters into a Agreement with COUNTY to perform the Work.
- 1.5 Agreement Price-means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.
- 1.6 Contract Time-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 CONSULTANT-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT-means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 Drawings-means collectively, all the drawings, receipt of which is acknowledged by COUNTY, listed in this Agreement, and also such supplementary drawings as the CONSULTANT may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 Specifications-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 Subconsultant-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subconsultants at any tier to provide a part of the Work called for by this Agreement.
- 1.12 Work-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.
- 1.13 Liaison-Representative of the COUNTY who shall act as Liaison between the COUNTY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT's plans and work.

2. CONTRACT DOCUMENTS

2.1 List of Documents

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

2.2 Conflict and Precedence

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

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

3. CHANGES AND EXTRA WORK

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

4. PERSONNEL AND EQUIPMENT

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

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

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

6. FINDINGS CONFIDENTIAL

The CONSULTANT agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the COUNTY and be delivered to DEPARTMENT.

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

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the CONSULTANT without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the COUNTY or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the COUNTY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8. TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the CONSULTANT. If the Agreement is terminated by the COUNTY as provided in this Article 8, the CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

If the COUNTY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other consultants and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by COUNTY employees.

10. INDEMNIFICATION

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

11. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both COUNTY and CONSULTANT against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT during the term of this Agreement. The liability under such insurance policy shall be not less than in the attached.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

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

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

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

13. PROHIBITED INTERESTS

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

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

14. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the Department's prior written approval of the subconsultant. The Department will not approve any subconsultant for work covered by this Agreement that has not been recommended for approval by the Department Director.

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

15. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17. ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory

by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18. AUDITS AND INSPECTORS

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

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

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20. VERBAL AGREEMENT OR CONVERSATION

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

21. INDEPENDENT CONSULTANT

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

22. NOTICES

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

**SAMPLE CONSULTANT CONTRACT
Development of the 2045 Unified Plan**

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the COUNTY), and _____, (Party of the Second Part, hereinafter called the Consultant)

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

1. TERM:

This contract shall commence upon execution of contract for the **Development of the 204 Unified Plan**. Project to be complete no later than **XXXXXX**

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 County during the Proposal process (hereinafter collectively referred to as the "Bid Proposal") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid Proposal, the County's contract documents shall control.

3. PERFORMANCE:

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid Proposal.

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

6. TERMINATION FOR CAUSE:

The COUNTY may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the COUNTY's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

9. ASSIGNMENT:

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

10. WAIVER:

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

11. SEVERABILITY:

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

12. GOVERNING LAW:

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

13. MERGER CLAUSE:

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

(Signature Next Page)

WINNETT COUNTY, GEORGIA

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

WINNETT COUNTY, GEORGIA

By: _____

**Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners**

ATTEST:

Signature

**Tina King, County Clerk
Board of Commissioners**

APPROVED AS TO FORM:

**Signature
Gwinnett County Staff Attorney**

CONSULTANT: _____

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name

**Corporate Secretary
(Seal)**



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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

For Gwinnett County Use Only:

Document ID #

Issue Date:

Initials:

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



CODE OF ETHICS AFFIDAVIT

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

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

1. _____
Company Submitting Bid/Proposal

2. Please select one of the following:
- No information to disclose *(complete only section 4 below)*
 - Disclosed information below *(complete section 3 & section 4 below)*

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____

Authorized Officer or Agent Signature

Sworn to and subscribed before me this

_____ day of _____, 20____

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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

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

RP004-23

Buyer Initials: CD

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

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

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the

lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

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

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

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

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to

request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer

shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF PROPOSALS

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

XV. CONTRACT

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

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be

stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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 the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the 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 Enhancements for 2013, 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 Enhancements for 2013 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 Enhancements for 2013.

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. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not

sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXII. INDEMNIFICATION

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

XXXIII. CODE OF ETHICS

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

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

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

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

XXXIV. 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.

XXXV. ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.