



September 20, 2023

**REQUEST FOR PROPOSAL
RP036-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants for the **Provision of a Disparity Study** for the Gwinnett County Board of Commissioners.

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 **October 20, 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.gwinnettcountry.com.

A Webex pre-proposal conference is scheduled for **10:00 A.M. local time on October 3, 2023**. To access, dial 1-408-418-9388, enter Access Code 2333 974 6202. All consultants are urged to attend. Questions regarding proposals should be directed to Jake Scarpone, Purchasing Associate II at jake.scarpone@gwinnettcountry.com or by calling 770-822-8722, no later than **October 5, 2023**. Proposals are legal and binding upon the vendor when submitted. One unbound original and five (5) copies should be submitted.

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

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the 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.gwinnettcountry.com and companies submitting a proposal will be notified via email.

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

Jake Scarpone
Purchasing Associate II

The following pages should be returned with your proposal:

**Cost Schedule, Page 14
(To be submitted in a separate sealed envelope)
Consultant Information, Page 15
References, Page 16
Contractor Affidavit, Page 17
Ethics Affidavit, Page 18**

REQUEST FOR PROPOSAL PROVISION OF A DISPARITY STUDY

I. INTRODUCTION

Gwinnett County is actively seeking experienced consultants with a strong background in conducting legally defensible Availability Analyses and Disparity Studies, focusing on assessing the utilization of various business enterprises, including M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned Enterprises. The primary goal is to determine if there is evidence of past discrimination or ongoing discrimination effects in County contracting and procurement while adhering to relevant legal, Constitutional, statutory, and case law.

Qualified consultants are invited to submit proposals for this Disparity Study, covering the County and its marketplace. The study aims to evaluate the availability and utilization of these business enterprises as contractors and subcontractors in County projects, with the ultimate aim determining if there are barriers and disparities and informing effective strategies to enhance their involvement. The selected consultant will be responsible for conducting a comprehensive study aligned with constitutional mandates, governing laws, court decisions, and best practices, with a clear and concise final report and recommendations that ensure compliance with all applicable laws, regulations, and authorities.

II. GWINNETT COUNTY

Governed by a five-member Board of Commissioners, Gwinnett's local government of a chairwoman elected at-large, and four commissioners elected by district for four-year terms. The Commissioners rewrote and adopted the Gwinnett County's newly revised vision, mission, and values statements to emphasize the principles of accountability, transparency, equity, inclusivity, and innovation.

Vision Statement: Gwinnett is the preferred community where everyone thrives.

Mission Statement: Gwinnett proudly supports our vibrantly connected community by delivering superior services.

Values:

- **Integrity:** We believe in being honest, building trust, and having strong moral principles.
- **Accountability:** We believe in stewardship, transparency, and sustainability.
- **Equity:** We believe in fairness and respect for all.
- **Inclusivity:** We believe in engaging, embracing, and unifying our communities.
- **Innovation:** We believe in continual adaptation of technology, process, and experience.

Gwinnett County's equity and inclusion efforts are not fixated on the reality we want to leave behind, but on the future, we want to create together – a future aimed at our vision that Gwinnett is the preferred community where everyone thrives! When applied intentionally, this approach causes a change in both individual perspectives and social systems. There is no standard solution to achieve a more inclusive environment, but by valuing diversity of thought and taking practical steps toward systematic inclusion, Gwinnett County leaders are committed to building solutions that improve outcomes and strengthen the County's vision, mission, and values.

The Board of Commissioners appoints the County Administrator. To implement the Board's directives, the County Administrator uses a management team consisting of members of his immediate staff and 14 department directors. The 14 departments that make up the executive side of the County government are Child Advocacy & Juvenile Services, Communications, Community Services, Corrections, Financial Services, Fire and Emergency Services, Human Resources, Information Technology Services, Law, Planning and Development, Police Services, Support Services, Transportation, and Water Resources. Each department director is charged with managing departmental operations in a manner which stresses efficiency, cost-effectiveness, and customer service.

In addition to the internal departments that comprise the executive side of County government, certain services are provided to residents through constitutional officers and independent elected officials. These external offices are created by the Georgia Constitution or through state law.

The County has experienced remarkable growth and diversification, positioning itself as one of the most populous and dynamic counties in the state. As a result of its rapid expansion and evolving demographics, the County recognizes the need to ensure equity and inclusivity in its contracting practices. Consequently, the county seeks to engage a consulting firm to conduct a disparity study. The study is rooted in supporting the following factors:

- **Population Growth and Diversity:** Gwinnett County has experienced substantial population growth over the years, with estimates projecting a population of over one million by 2024. This growth has been accompanied by significant diversification, making Gwinnett County one of the most diverse counties in the Southeast. As a majority-minority community with over 120 languages spoken and numerous foreign-owned companies, Gwinnett County recognizes the importance of ensuring equal opportunities for all businesses, irrespective of their backgrounds.
- **Increased Demand for Complex Services:** The County's growth and diversification have created an increased demand for a wide range of services, including public safety, transportation, water, sewer, courts, libraries, and more. These complex services require the involvement of various contractors and vendors to meet the needs of the expanding population. To ensure fairness and equal access to these opportunities, Gwinnett County seeks to conduct a disparity study to identify any disparities or barriers that may exist in its contracting practices.
- **Equity and Inclusivity:** Gwinnett County aims to foster an environment of equity and inclusivity in its procurement processes. By conducting a disparity study, the County, among other reasons, can evaluate whether all businesses, regardless of race, ethnicity, gender, size, or diversity, have an equal and fair opportunity and chance to compete for County contracts. The study will provide valuable information and insights, including whether or not there are potential disparities, such as substantial underutilization of minority-owned, women-owned, and other disadvantaged owned businesses, whether there is past discrimination and/or the present effects of discrimination in County contracting or procurement in the County's relevant geographic marketplace; and propose recommendations for enhancing and increasing inclusivity in procurement and alleviating or remedying if there are any findings of specific identified discrimination. The study also will provide important and useful information, including County contracting and procurement policies and practices, availability of qualified businesses ready, willing, and able to do business with the County, which are not currently on vendor lists with the County, thereby increasing competition, qualitative and quantitative data concerning County utilization of businesses, methods to track County utilization in the future, and other marketplace data and information.
- **Compliance with Legal and Regulatory Requirements:** Gwinnett County recognizes its obligation to adhere to legal and regulatory requirements related to equal opportunity and nondiscrimination in contracting. By conducting a disparity study, the County demonstrates its commitment to fulfilling these obligations and ensuring compliance with applicable laws, regulations, and policies at the local, state, and federal levels.
- **Data-Driven Decision Making:** A disparity study provides a comprehensive analysis of historical and present contracting data and information and assesses whether disparities exist based on race, ethnicity, gender, or other protected classes. It offers an evidence-based approach to identify any imbalances and barriers, and to consider the development of potential strategies for improving and increasing contracting opportunities for underrepresented groups. The study's findings will enable Gwinnett County to consider, evaluate, and analyze its policies and practices, make informed decisions, and to the extent appropriate implement effective policies to promote a more equitable and inclusive business environment.

III. **BACKGROUND**

A significant objective of conducting a disparity study is to determine whether there is the existence and, if so, the extent of discrimination and barriers for Minority and Women-Owned Business Enterprises (M/WBEs), Disadvantaged Business Enterprises (DBEs), Persons with Disabilities Business Enterprises (PDBEs), Small Business Enterprises (SBEs), Veteran-Owned Enterprises, and LGBTQ-owned businesses/enterprises in government contracting and purchasing. The study analyzes, evaluates, and determines if there is a quantifiable and statistically significant difference or disparity between their availability and utilization. The overarching goal of the County is to establish a scalable and equitable contracting environment that eliminates entry and other barriers that may exist for qualified M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses.

For purposes of the study the consultant will use the definitions of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses recognized, established, and applied by federal regulations, federal law, and relevant federal court decisions.

The objectives of the disparity study include, but are not limited to, the following:

- Analyzing the County's utilization and establishing a legally defensible basis for implementing race and/or gender-conscious measures in all of its contracting programs, while determining the most effective parameters for these programs.
- Analyzing the availability of qualified businesses (ready, willing, and able to do business with the County), including M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses historically underutilized businesses that are capable to perform and offer professional services, construction services and materials, and other supplies and services in the relevant geographic market area of the County.
- Identifying and recommending specific actions that the County can take to increase participation by M/WBEs, DBEs, PDBEs, and SBEs, and veteran-owned, and LGBTQ-owned enterprises irrespective of race and/or gender.
- Assessing, quantifying, and evaluating whether there is specific identified discrimination in County contracting and procurement, and, if so, the prevalence, magnitude, and extent of any marketplace discrimination of M/WBEs, DBEs, PDBEs, SBEs, veteran-owned, and LGBTQ-owned enterprises. This analysis will focus on certain specific industries, including construction, professional services (design and engineering), and goods and services procured by the County.
- Providing and recommending practical, workable, legal, and implementable measures and approaches to enhance the participation of M/WBEs, DBEs, PDBEs, and SBEs, and veteran-owned, and LGBTQ-owned enterprises in County contracting and procurement, with scalability for the future, and complying with applicable court decisions, Constitutional and statutory law, and other authorities.
- Establishing a practical, relevant, and transparent system for tracking and verifying data related to the participation of M/WBEs, DBEs, PDBEs, and SBEs, and veteran-owned, and LGBTQ-owned enterprises in County contracting and procurement.
- Establishing whether there is a compelling governmental interest, a strong and firm basis in evidence, and a legally defensible justification that complies with the relevant court decisions, Constitutional and statutory law, and other authorities for determining if there is and remedying specific identified discrimination in the County's marketplace based on the study's findings and conclusions.
- Recommending narrow tailored and effective measures and parameters for remedying any findings of identified discrimination, including serious consideration of workable race, ethnic, and gender neutral measures, determining if there is a legal justification and need for implementing a race, ethnic, and/or gender conscious contracting program, and making recommendations for the elements of such narrow tailored programs that complies with the relevant court decisions, Constitutional and statutory law, and other authorities.

The disparity study must address, follow, comply with, and satisfy the legal standard and analysis established in and applied by the United States Supreme Court, as held in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) ("*Croson*"), and the relevant court decisions and authorities that have followed *Croson*, including in the Eleventh Circuit

Court of Appeals. The Court in *Croson* and cases that have followed *Croson* emphasized the importance of statistical evaluation, comparing the percentage of qualified, ready, willing, and able minority business enterprises in the relevant market with the percentage of total contract dollars awarded to them. It also highlighted the need to compare the percentage of qualified, ready, willing, and able minority business enterprises with the percentage of public contract dollars awarded to them in specific markets. The study must analyze and provide quantitative and qualitative evidence, including concerning the availability of qualified businesses in the County's relevant geographic market area, firm qualifications, willingness, capacity, and ability to perform County contracting and procurement, if there are any statistically significant disparities in public and private contracting by prime and subcontractors, utilization by the County in its contracting and procurement, if there is specific identified discrimination or its present effects in connection with its contracting and procurement, and related information.

The disparity study should not be limited to case law, but consider all applicable statutory and state law, local County laws, authorities, and jurisprudence to guide its development and execution. Anecdotal and qualitative evidence must also be collected and analyzed, and the study should consider guidance and experiences from other jurisdictions. The study should examine whether the County is a "passive participant" in a system of racial discrimination or marketplace discrimination in the private sector as defined by *Croson* and relevant court decisions. Ultimately, the Consultant should prepare a disparity study that is legally defensible within the current legal framework and analysis and foreseeable future legal developments.

IV. SCOPE OF SERVICES

1. Overview

The quantitative, objective statistical evidence and qualitative evidence in the disparity study should cover a period that ensures a robust and comprehensive analysis and that complies with relevant court decisions. The County proposes that the study should encompass at least the most recent five fiscal years, including as much of the current fiscal year as practically possible.

The data collected and analyzed should include and be broken down by all County contracts and expenditures for specific industries involving construction services, professional services, and other goods and services, including design and construction of public works and buildings.

The estimated contract duration is twelve (12) months, with the possibility of an extension for up to eighteen (18) months if justified and necessary and approved by the County. Consultants are required to propose a detailed schedule and plan of all tasks and services, including deliverables with start and completion dates. The awarded Consultant must be prepared to deliver the final draft of the disparity study for review by the County within eleven (11) months from contract execution and a final report within twelve (12) months from the contract execution date.

2. Required Services

The Consultant(s) shall perform the following components and services to produce a comprehensive, relevant, effective, data-driven, legally supportable, objective, and enforceable disparity study that complies with and follows constitutional law, the strict scrutiny standard, the Supreme Court decision in *Croson* and relevant court decisions up to the time the Final report is delivered, statutory, state and local government laws, County laws, ordinances, policies and procedures, and other legal authorities and criteria.

a. Legal Review

The Legal Review should analyze, apply, and summarize the Consultant's understanding of the *Croson* decision and subsequent relevant court decisions, including by the Eleventh Circuit Court of Appeals and cases within the Eleventh Circuit, and other applicable authorities, guidance, and judicial findings. It should address the analysis, legal standards, evidentiary burdens, and elements covered in a disparity study following, complying with and in a manner consistent

with *Croson*, its progeny, and by court decisions within and by the Eleventh Circuit. The study also should consider applicable state of Georgia case law and statutory authority, and any relevant County contracting and procurement policies and practices.

b. Data Collection

The Consultant is responsible for obtaining and conducting the data collection required for the analysis and final written report. This includes identifying, researching, compiling, and analyzing all necessary data. In cases where actual procurement data and records are incomplete and cannot be otherwise obtained by the Consultant, only legally justified and statistically valid sampling and estimating methods, which are established and recognized by statisticians and economists and approved by the relevant court decisions, may be used. The Consultant is responsible for ensuring the legal sufficiency of the methods and methodology, analysis and data used. The County will provide access to its records to the extent possible.

The Consultant shall identify the methodology it will use for data collection for the Disparity Study.

c. Relevant Geographic Market

The Consultant shall follow and comply with approved methodology by court decisions involving Disparity Studies and established economic standards to determine the relevant geographic market area for County contracting and procurement.

The Consultant shall identify the methodology it is going to use to determine the Relevant Geographic Market for this Disparity Study.

d. Availability Analysis

The Consultant shall follow and comply with approved methodology by legally defensible court decisions, and analyze and determine the availability of qualified, ready, willing, and able businesses, taking into account their capacity, including M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses categories (by race, ethnic group and gender) and other businesses not owned by these groups, for construction, professional services, and supplies/services in the relevant geographic market area.

The Consultant shall identify the methodology it will use for the Availability Analysis for the Disparity Study.

The study should include, but not be limited to, the following steps:

- Categorize and verify the industry of each identified business (by race, ethnic group, and gender) based on the classification of construction, goods/supplies, and services, using the North American Industry Classification System (NAICS) code or a clear description if no NAICS code exists.
- Determine the total number and percentage of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses identified for each classification and in total as qualified, ready, willing, and able to do business with the County.
- Analyze the availability (ready, willing, and able to do business with the County) of all contractors, including majority owned businesses and M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses, including where applicable as prime contractors and subcontractors. The availability should be broken down by each of these groups by race, ethnicity, and gender and by majority-owned businesses and by specific industries applying methodology approved by court decisions.
- Applying the relevant geographic market area for County contracting and procurement, provide an analysis of the availability of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses (by race, ethnic group, and gender) in each of these classifications.

- Determine the existence of racial, ethnic, and/or gender discrimination that may cause barriers to or impact the availability and capability of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses.

e. Utilization Analysis

The Consultant shall research and evaluate all contract awards and payments made by the County during the study period to determine and analyze the utilization of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses (by race, ethnic group, and gender) in the relevant industries and market areas.

The Consultant shall identify the methodology it will use for the Utilization Analysis for the Disparity Study.

The analysis should include the following and any other information required by appropriate economic and statistical analysis and court decisions:

- Analyze all contracting and purchases in total, and in addition analyze purchases and contracting broken down within applicable procurement thresholds: under \$10,000, \$10,000 to \$50,000, \$50,000 to \$100,000, \$100,000 to \$500,000, \$1,000,000 to \$5,000,000, and over \$5,000,000.
- Analyze all contracting and purchases to determine the actual utilization of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses.
- In determining utilization follow court decisions.
- Analyze competitively awarded contracts by the County, considering the procurement method based on applicable laws.
- Include cooperative contracts and identify and classify contracts based on major classifications (construction, design, engineering, goods and supplies, professional services, goods, and services combined).
- Analyze the utilization of prime contractors and subcontractors, including the utilization of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses as prime contractors and subcontractors. The utilization should be broken down by each of these groups by race, ethnicity, and gender and by majority-owned businesses and by specific industries.
- Specify the percentage, number, and dollar value of contracts awarded and payments made to M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses for each industry and classification.
- Determine the percentage, number, and dollar value of subcontracts awarded to M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses.
- Determine the number of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses awarded and paid for contracts, including subcontractors.
- Identify general trends based on findings and expected future trends.

f. Statistical Disparity Analysis

Based on the information gathered from the Availability Analysis and Utilization Analysis, the Consultant shall conduct a Statistical Disparity Analysis, following the appropriate acceptable economic, statistical, and legal methodologies approved by the court decisions, to determine whether there is a legally significant, statistical disparity in the availability and utilization of qualified M/WBEs, DBEs, PDBEs, diversity-certified businesses (by race, ethnic group and gender) for each specific industry and services or goods provided to the County.

The Consultant shall identify the methodology it will use for the Statistical Disparity Analysis for the Disparity Study.

The analysis should follow the court decisions, and include, but not be limited to, the following:

- Provide the number and percentage of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses used by the County in each classification.

- Distinguish between M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses working as prime contractors and those working as subcontractors, if applicable.
- Determine and compare the utilization of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses (as prime contractors and subcontractors) in each classification and industry, analyzing contract awards and payments by the County within the market area.
- Determine if there is a statistically significant disparity in the utilization of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses (by race, ethnic group, and gender) in specific classifications or subgroups.
- Compare the findings with contract awards and payments to M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses, assessing disparities in participation according to County policies, federal and state laws, and local ordinances.
- If a disparity exists, determine its extent and possible causes, including active or passive discrimination against M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses or the presence of discriminatory effects. Apply established, recognized, and appropriate economic and statistical methodology and analysis approved by court decisions, including controlling for variables and causes other than race, ethnicity, or gender. Provide recommendations to address and remedy the disparity.

g. Procurement and Contracting Policies and Practice Review

Conduct a comprehensive review and assessment of the historical and present procurement policies, programs, laws, rules, regulations, procedures, processes, and practices implemented by each respective County department engaged in contracting and procurement determinations. Determine if these policies, programs, and practices impose barriers that discriminate against M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses in their application or implementation. The review should include, but not be limited to, the following:

- Review policies, procedures, and practices related to small-dollar contracts or purchases below the written contract threshold (e.g., under \$10,000 and \$10,000-\$50,000). Document findings and recommendations.
- Determine if and identify and document any barriers, both passive and active, that hinder full M/WBE/DBE/SBE participation in the County's procurement and contracting process.
- Determine if and examine and document any discrimination or the ongoing effects of past discrimination against M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses caused by the County's contracting and procurement practices or procedures.
- Provide recommendations for changes or revisions to remedy any specific identified past discrimination or its present effects and to enhance M/WBE/DBE/SBE participation in the County's purchases and contracts.

h. Quantitative and Qualitative Analysis of Marketplace Conditions

The Consultant shall identify the methodology it will use for the Quantitative and Qualitative Analysis of Marketplace Conditions for the Disparity Study.

This analysis shall include, but is not limited to, the following:

- Analysis of anecdotal information, focus groups, surveys, and in-depth interviews with business owners, trade associations, and others.
- Examination of Census Bureau and other appropriate data.
- Results from the availability survey and other data sources on conditions of M/WBEs in the County relevant marketplace.
- Consideration of any barriers to employment entry and advancement that impact business ownership in study industries.
- Examination of business ownership analyzing whether there are differences in business ownership rates based on race, ethnicity, and gender in the County marketplace study industries after using regression analysis

or other appropriate methodology controlling for factors including education, age, family status, and homeownership.

- Analysis of access to capital and analyzing whether there are differences in access to capital based on race, ethnicity, and gender in the County marketplace study industries after using regression analysis or other appropriate methodology controlling for relevant factors other than race, ethnicity, or gender.
- Examination of business formation and analyzing whether there are differences in business formation based on race, ethnicity, and gender in the County marketplace study industries after using regression analysis or other appropriate methodology controlling for relevant factors other than race, ethnicity, or gender.
- Other relevant quantitative and qualitative marketplace conditions and any link to the County's contracting or procurement.

i. Passive Participation Investigation and Analysis

Collect, analyze, and include quantitative data and anecdotal evidence (e.g., from public meetings, interviews, surveys) to determine if the County has been a "passive participant" in market area discrimination, as that term is defined by *Croson* and other court decisions. Investigate, describe, and evaluate whether there are discriminatory practices by the private sector in the County market area and industries covered by the study. Analyze any links between the County's contracting and procurement practices, institutional practices or barriers, and discrimination by the private sector in the County's marketplace.

The Consultant shall identify the methodology it will use for the Passive Participation Investigation and Analysis for the Disparity Study.

The Consultant shall consider relevant factors including, but not limited to, the following:

- Whether there are barriers to the upward mobility of minorities, women, veterans, and other historically marginalized groups in business ownership within relevant industries.
- Any barriers and issues related to the development and expansion of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses.
- Whether there are discriminatory practices by local business associations, trade associations, unions, suppliers, service providers, financial lending institutions, bond and surety companies, insurance companies, and other market influencers that hinder M/WBE/DBE/SBE success.
- Any other patterns of discrimination resulting in a disparate impact on or disproportionately low number of M/WBEs, DBEs, PDBEs, SBEs, Veteran-Owned Enterprises, and LGBTQ-Owned businesses in the market area.
- Perform appropriate, established, and recognized statistical and economic methodologies and analysis.
- Determine and identify whether there is evidence of barriers and discrimination in lending, business formation, fair competition between M/WBEs or DBEs and majority-owned firms or other marketplace discrimination in the County's marketplace.
- Determine and identify whether there is a link between the County's disbursement of public funds for contracts and the channeling of those funds due to private discrimination or evidence of marketplace discrimination and any link to the County spending practices with its contractors to private discrimination.

j. Consideration and Recommendations of Potential Race and Gender-Neutral Measures and Programs

Identify, describe, and analyze the effectiveness of any race-neutral and gender-neutral measures considered and/or implemented by the County to increase M/WBE and DBE participation in County contracting and procurement. Recommend race-neutral and gender-neutral means to address any substantial disparities, discrimination or issues found by the disparity study. Identify specific workable neutral measures and options that can be considered by the County to implement and to remedy any substantial disparities, discrimination, or issues, and to effectively increase

M/WBE/DBE/SBE, Veteran-Owned businesses, and LGBTQ-Owned business participation in County contracting and procurement. Outline the necessary resources to establish and implement such neutral measures and programs.

k. Meetings

Schedule and conduct regular bi-monthly meetings with the County and other relevant parties as approved by the County. Key project personnel should attend these meetings, and agendas should be provided at least five (5) days in advance.

3. Deliverables

a. Reports and Documentation

Provide monthly progress reports to the County, including project status, any proposed schedule changes, work product status (including work begun, in process, or completed), adjustments to the scope of work, team personnel, meetings, communications with County personnel, look-ahead for upcoming months, unanticipated issues, and any other relevant information. Submit a draft of the final report 60 days before the deadline. Engage in regular bi-monthly discussions and meetings with the County regarding any comments and questions from and to the County. Address any comments and questions by the County within 30 days of receipt. Submit the Draft report and the Final report on the mutually agreed-upon dates specified in the contract.

b. Oral Presentations

Engage in and conduct an initial Kick-Off meeting with the County. Organize an initial informational meeting with the County and certain key stakeholders. Deliver at least two formal presentations of the Final Report to the County and additional presentations as needed. Any costs associated with in-person and virtual presentations must be included in the lump sum pricing.

c. Data Delivery

Furnish data collected for the disparity study in a specified and mutually agreed-upon format that allows for ongoing review, data analysis, tracking and development of procurement and contracting programs and operations. Any information or documents considered as trade secret or confidential should be identified and designated, including any confidential anecdotal interviews or communications claimed to be exempt from the Georgia Open Records Act.

d. Develop and Maintain Website

The proposer is expected to create and maintain a dedicated website as part of the RFP disparity study support. This website will serve as a central hub for the community to access comprehensive information, status reports, and study-related content. Responsibilities include developing a user-friendly website, regularly updating it with progress reports, providing detailed information about the study's objectives and methodologies, and establishing a platform for community members to submit written statements and inquiries. By doing so, the vendor will enhance transparency, engagement, and accessibility throughout the disparity study, ensuring effective communication and support for its objectives.

e. Other Deliverables Proposed by Proposer

Include any additional deliverables proposed by the Proposer, such as actions, recommendations, and resources following the Final Report or any litigation support.

V. REQUEST FOR PROPOSALS

1. Gwinnett County will not pay any Consultant for work done in preparation of this proposal.
2. One (1) unbound original (designated as original) and three (3) bound copies of the proposal should be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing consultant. The original proposal should be signed in ink by a company official who has authorization to commit company resources. The Cost Proposal shall be submitted in a separate sealed envelope as it is evaluated at a separate time.
3. Proposal shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, GA 30046 and should be identified with the proposal number and company name on the outside.
4. Sole responsibility rests with the Consultant to ensure their proposal is received on time at the above stated location.
5. Proposals submitted by alternate means other than those specified in this solicitation will be rejected and disposed of accordingly. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the Consultant that the proposal has been rejected.
6. Proposers are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the County deeming the Proposer's submittal as non-responsive. Consultants are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service or other means. Late proposals will not be accepted and will be returned to the Proposer.
7. Between the date of the issuance of the solicitation and the date of the final contract award, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This process is to ensure that all prospective respondents have the same level of knowledge relative to the RFP, as well as, ensuring any additional data is made available to all proposers.
8. Submitted proposals and all documentation regarding the proposals will not be made available to the public until such time that an official action has been taken to award or reject this solicitation. All proposals and supporting materials, as well as correspondence relating to this RFP, become property of Gwinnett County when received and will be subject to the Georgia Open Records Act.
9. All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultants and services throughout and incorporated herein by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submission Content

The Consultant's Proposal shall be responsive to the specific range of tasks, specifications, and submissions described in this Request for Proposal. Consultants should read the Request for Proposal carefully to ensure that they address the specific requirements of this Request for Proposal and submit all requested information. Proposing Consultants will be evaluated and scored based on the information provided in their proposals as it relates to this Request. Any additional information provided by the proposing firms will not be considered and is discouraged. The Consultant's Proposal shall be organized in the order and format described below.

Respondents are encouraged to submit clear and concise responses, and excessive length or extraneous information is discouraged. To ensure our ability to evaluate and choose a successful Consultant for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged. Proposers should not submit website links in lieu of written responses. Website links and any information contained within may not be reviewed or considered by Gwinnett County.

TAB A – Firm Experience – 25 points

Provide a narrative description of the company's history, purpose, range of services, resources, and past and current business activities. In the latter area, describe in detail the company's experience in conducting a Disparity Study. Describe any special capabilities of the company, such as resources, programs, or practices that set it apart from other firms. Provide links to or hard copies of two similar completed Disparity Studies within the last three (3) years. State and identify whether the firm or a local or state government or other client for which it performed a Disparity Study has been sued or challenged regarding or concerning a Disparity Study it performed, and the result of such suit. State and identify whether the firm has been terminated by a local or state government or other client that it was engaged to perform a Disparity Study. State and identify whether the firm has not completed a Disparity Study that it was engaged to conduct, and the reasons for it not completing the Study, and whether any Study it conducted has not been approved or used by the local or state government client.

TAB B – Experience, Skills and Qualifications – 25 points

Provide a staffing plan for the proposed services, including the project manager and the use of any subconsultant. Provide resumes of key personnel, including subconsultant. Detail the employees' and subconsultant qualifications and relevant experience of personnel to be assigned to the proposed team. Provide the experience of the Consultant conducting and leading Disparity Studies, and the subconsultant.

TAB C – Project Understanding – 25 points

Provide an in-depth detailed response to each of the proposal submission requirements, including showing an understanding of the Project, to indicate the understanding of the scope, size, and complexity of Deliverables.

TAB D – Project Management – 15 points

Provide a detailed proposed schedule for starting and concluding each study task and delivery of the Deliverables, management of the work, delegation of responsibility, work plans, use of subconsultant for each task they are performing, cost control, reporting and quality control, and subcontracting arrangements.

TAB E – References – 10 points

Provide three (3) satisfactory references where a Disparity Study for a comparable local or state government has been completed with a scope and size similar as the proposed project within the past five (5) years. Each reference should include the client's name, address with current contact information, dates/duration of the project, results of the project, and a brief description of the project.

Proposal Fees – 10 Points

Provide a cost proposal as outlined in the Cost Proposal within this Request for Proposal. Submit Fee Schedule in a **separate sealed envelope** clearly marked “COST PROPOSAL” and the Proposal number written on the outside of the envelope.

Criteria	Tab	Points
Part I		
Firm Experience	A	25
Experience, Skills and Qualifications	B	25
Project Understanding	C	25
Project Management	D	15
References	E	10
Sub-Total		100
Part II		
Costs (Submitted in a separate sealed envelope)		10
Total		110
Part III		
Optional Interview		10
Total with Interview		120

VII. PROPOSAL EVALUATION PROCESS

A proposal committee will be assigned to review, evaluate, and rank all responsive proposals utilizing an evaluation scoring system.

Part I – Initially, proposals will be evaluated based on their relative responsiveness to the specifications of the Request for Proposal, including the criteria A-E above and with those point values weighted as shown above.

Part II – Firms may be short-listed for further consideration. The fee schedules of the short-listed firms from Part I will be opened, reviewed, and scored. With the lowest cost receiving the most points and the other firms receiving proportional points based on the differences in proposal costs.

Part III – At the discretion of the County, or as deemed in its best interest, firms may be short-listed a second time for an interview/presentation. The County in its sole discretion may decide if interviews are to be conducted for selection, and if interviews are conducted of short-listed firms, an evaluation will be performed that will be worth an additional 0-10 points in the selection process. The number of firms shortlisted and interviewed will be at the sole discretion of the selection committee. The Consultant will be responsible for any cost associated with the request for an interview.

If an agreement with the highest-ranked firm(s) cannot be reached, the County may then negotiate with the second-ranked firm and so on until a satisfactory agreement has been reached.

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

COST PROPOSAL
(to be submitted in a separate sealed envelope)

<p>Total lump sum fee to complete a Disparity Study, per attached specifications. This fee must include ALL costs associated with this project.</p> <p>\$_____ LUMP SUM AMOUNT NOT TO EXCEED</p>
--

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

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

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

Legal Business Name _____

Representative Signature _____

Print Authorized Representative's Name _____

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

CONSULTANT INFORMATION

Please include this page as part of the proposal document and **NOT with the Cost Schedule.**

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

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

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

Legal Business Name _____

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 _____

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

Telephone Number _____ Fax Number _____

E-Mail Address _____

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

REFERENCES

Provide three (3) satisfactory references where a Disparity Study has been completed with a scope and size like the proposed project within the past five (5) years. Each reference should include the customer's name, address with current contact information, dates/duration of the project and a brief description of the project.

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 to the project being bid on. Do not submit a project list in lieu of this form.

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

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

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

Company Name _____



Solicitation Name & No. RP036-23, Provision of a Disparity Study

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

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

GWINNETT COUNTY INSURANCE REQUIREMENTS

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

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage/\$2,000,000 aggregate
 - (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

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

4. Professional Liability Insurance - \$5,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$5,000,000 per occurrence and \$10,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.

5. Cyber Liability Insurance- \$3,000,000 limit per occurrence and \$5,000,000 aggregate. Coverage will include losses due to data breach or malicious software attack. Coverage will include compensation for attorney's fees, court ordered judgements, and settlement associated with, but not limited to, data breach lawsuits where county's data and services maintained on vendor's systems are compromised due to actions of vendor in support of County's system. The following coverages will include:
 - a) First-party Cyber Liability: Cyber liability insurance reimburses County for any ransom and for the cost of hiring someone to investigate and determine the source of the attack. Situations may include, but are not limited to the following:
 - b) Data breach or cyberattack at software solutions provider business (e.g. hosting environment);
or
 - c) A situation where County's data/services are compromised resulting in:
 1. Compliance fines
 2. Cyber extortion ransoms

3. Digital forensic investigation
 4. Notifying affected customers
 5. Credit and fraud monitoring services
 6. Public relations
7. Business interruption expenses, such as hiring additional staff, renting equipment, or purchasing third-party services
- d) Third-party Cyber Liability: Third-party coverage will be required for a Successful Proposer providing data hosting and management services for the County.

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

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

7. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
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.
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 coverage 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
TABLE OF CONTENTS

Article

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 - 2 Contract Documents
 - 3 Changes and Extra Work
 - 4 Personnel and Equipment
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 - 10 Indemnification
 - 11 Covenant Against Contingent Fees
 - 12 Insurance
 - 13 Prohibited Interests
 - 14 Subcontracting
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 - 16 Equal Employment Opportunity
 - 17 Anti-Kickback Clause
 - 18 Audits and Inspectors
 - 19 Ownership, Publication, Reproduction and Use
 - 20 Verbal Agreement or Conversation
 - 21 Independent Consultant
 - 22 Notices
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, unless disclosed per O.C.G.A.36-80-28. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

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

14. SUBCONTRACTING

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

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

15. ASSIGNABILITY

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

16. EQUAL EMPLOYMENT OPPORTUNITY

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

17. ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18. AUDITS AND INSPECTORS

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

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

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20. VERBAL AGREEMENT OR CONVERSATION

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

21. INDEPENDENT CONSULTANT

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

22. NOTICES

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

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

SAMPLE CONTRACT
RP036-23, Provision of a Disparity Study

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 the date this contract is fully executed and be in effect for ____ consecutive calendar days.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of any nature whatsoever. This includes, but is not limited to, claims for contribution and/or indemnification. It covers injuries to or death of any person or persons, damage to property or other rights of any person or persons, and any matters arising from the negligent acts, errors, or omissions of the CONSULTANT in the performance of their duties. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also extend to include any matters arising out of patent, trademark, copyright, or service mark issues, or any actual or alleged unfair competition, disparagement of product or service, or other business torts of any type whatsoever, as well as any actual or alleged violations of trade regulations.

Furthermore, CONSULTANT 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 from 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)

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

GWINNETT COUNTY, GEORGIA

By: _____
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)

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

Buyer Initials: JS

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

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

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

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

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the

submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their

submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County’s discretion.

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and 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 vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

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

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

X. DISCOUNTS

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

is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

Each submittal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the commodities or services described therein shall constitute a contract

between the vendor and the County which shall bind the vendor on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this

clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor’s or subcontractors’ compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the

contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation, or other entity shall engage in solid waste handling 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. §43-41-17).**

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such 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 vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. §36-84-1).**

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at their sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses, and expenses. This includes, but is 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/or
- 2). Is caused in whole or in part by the negligent acts, errors, or any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether such claim is partially caused by a party indemnified hereunder.

This obligation shall not diminish any existing rights or obligations of indemnity that would otherwise exist for any party or person described in this agreement. In any claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited by any restriction on the amount or type of damages, compensation, or benefits payable under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Furthermore, the vendor shall indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract utilizing survey services.

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & 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. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

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

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@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 visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

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