



LAWRENCEVILLE

GEORGIA

January 18, 2022

REQUEST FOR PROPOSAL RP006-22

The City of Lawrenceville is soliciting competitive sealed proposals from qualified service providers to provide **Broad-Based Geographic Information Systems Services on an Annual Contract** for the Department of Information Technology.

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 3:00 P.M. local time on **Tuesday, February 15, 2022** at the Lawrenceville City Hall – Purchasing Office, 4th floor - 70 S. Clayton Street, 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. Proposals are legal and binding upon the bidder when submitted. **One (1) unbound original, three (3) bound copies, and one (1) PDF Electronic Copy without FEE SCHEDULE should be submitted.**

The FEE SCHEDULE should be in a separate sealed envelope.

Questions regarding proposals should be directed to Samantha Murray, Buyer, at samantha.murray@lawrencevillega.org or by calling 678-407-6421, no later than 3:00 P.M. on Monday January 31, 2022.

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

Selection criteria is outlined in the request for proposal documents. The City of Lawrenceville 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 sent to companies submitting a proposal via email.

We look forward to your proposal and appreciate your interest in the City of Lawrenceville.

Samantha Murray
Buyer

INTRODUCTION: The City of Lawrenceville is soliciting competitive sealed proposals from qualified service providers for the provision of broad-based Geographic Information Systems (GIS) Services on an annual contract with four (1) one-year options to renew. The purpose of the contract is to provide GIS services such as data development, application development, application customization, enterprise support, and other services as required to further develop and grow the City's existing GIS. The primary emphasis will be on GIS-related improvements and projects, therefore the prime service provider submitting proposals should be a GIS consulting firm and/or engineering firm.

Typical projects that may be assigned include the provision of services for geographic database and graphic design; application development; application-specific configuration; staff mentoring; general support for Esri ArcGIS software and other related software and systems; software upgrade assistance; server migration services, cloud migration services, writing specifications for applications; and business analysis, including procedure development for implementing GIS for City business needs. The emphasis will be on implementing the initiatives in the current or future GIS Strategic Plan.

CONSULTING SERVICES: The primary services required of the firm should include, but are not limited to the following services:

- **PROJECT COORDINATION:** The service provider will be responsible for the overall administration and coordination of projects as assigned. The prime service provider will be responsible for the submission of documentation and execution of all services in an efficient and cost-effective manner within the stated budget for each specific project. The prime service provider will also be responsible for establishing and maintaining project schedules and administration from inception to completion for all projects as assigned. The prime service provider is responsible for conducting and attending project review meetings on pre-defined schedules, based on the project plans. The prime service provider is expected to identify a single project manager or point of contact for all projects as assigned. To eliminate administrative redundancy, reduce overhead charges, assure rapid communication and quality control, the City will expect the assignment of a project manager based on the specific project requirements. Preference will be given to a service provider whose primary project manager is a certified Geographic Information Systems Professional (GISP) and a certified Project Management Professional (PMP). The prime service provider will be responsible for all project billing of any/all sub-contractors.
- **COST ESTIMATING:** The service provider will be provided with the proposed budget for each project to assist in establishing project budget goals. Cost estimates for all services will be required for each project proposed as a method of ensuring budgetary discipline throughout the project with budget goals established at each project milestone. A project scope document will be prepared by the prime service provider for each project assigned that details the scope of services to be provided by the service provider along with an estimate of fees based on hourly rates. All fees above the amount established in the initial project scope document will be denied unless approved by the City in writing prior to completion of the work assignments.
- **SERVICE VALUE:** The service provider should be concerned with providing products and services that achieve the greatest value for the least cost to the City. Data quality and accuracy

are of primary importance to the City when creating, migrating, managing, or updating geodatabases and performing any data migration or maintenance-related activities. Ease of maintenance and adherence to standard development processes are of primary importance to the City when developing or customizing applications to meet specific project objectives. The service provider is encouraged to utilize common off-the-shelf products when implementing or recommending applications to meet project objectives. The use of custom-developed applications is discouraged because of the inherent disadvantages associated with ongoing maintenance and support. All projects that include ongoing maintenance or other activities by City staff members should have accompanying documentation for all required procedures.

- **GEODATABASE DESIGN AND MAINTENANCE:** Anticipated projects may include but are not limited to the design and implementation of geodatabases and multiple database integrations appropriate to government entity user business cases including written specifications for integration with additional applications acquisitions if appropriate. Documented experience with integrating IT systems with GIS is preferred. In addition, to design and implementation services, the service provider may be requested to design and document procedures or update workflows, and suggest schedules for ongoing maintenance requirements. The service provider will be expected to provide onsite training, knowledge transfer, or self-paced user-training guides, in addition to any related systems administration duties as appropriate where new aspects of the system have been implemented as part of the service provider's project scope. However, the City is under no obligation to accept the proposal and will not be responsible for any expenses incurred in the preparation of the proposal.
- **APPLICATION DEVELOPMENT AND CUSTOMIZATION SERVICES:** Anticipated projects may include but are not limited to application design services including writing specifications for additional software acquisitions. The City intends to purchase common off-the-shelf software applications to achieve all requirements of the GIS. As the City acquires software applications from specifications determined in coordination with the service provider, we may require additional customization, which will be part of the initial requirements of the project's budget. All customization of software will require complete user and technical documentation, training where applicable, documented procedures, and all associated source code generated will become the sole exclusive property of the County. The customization projects are not considered complete until the City can successfully use the product with no outside intervention from the service provider or associated software manufacturer. Preferred service providers will demonstrate extensive experience with programmatic customization and Python scripting.

The City of Lawrenceville utilizes the following software platform standards:

- Enterprise suite of Esri ArcGIS software applications for data, geoanalytics, geoprocessing, and output
- Arrow GPS for field data collection
- Microsoft SQL Server 2019 database platform
- ESRI ArcGIS API
- Tyler Technology/Incode and Munis ERP

- Tyler Technologies/EnerGov for permitting, inspection, zoning, and code enforcement cases, and licensing
- Hiperweb for asset management and work order tracking
- CentralSquare (Zuercher) for Police Department's CAD, dispatch, reporting, and records management.

The City of Lawrenceville is not interested in deviating from these software platforms and will only entertain products that provide 100% compliancy and compatibility with the existing software products

- **ArcGIS ENVIRONMENT SUPPORT AND EXPANSION:** The City has an established on-premise GIS platform. The City will need support and expansion of the existing platform and applications. This includes the following:
 - Maintain ArcGIS Enterprise deployment
 - LGIM data schema maintenance and augmentation as needed
 - Maintenance of backend scripts using Python
 - Maintenance and augmentation of targeted Esri Web AppBuilder applications
 - Maintenance and augmentation of public-facing GIS applications
 - Maintenance and augmentation of field application deployments (Esri's Field Maps)
 - Maintain integration with existing IT systems
 - Hiperweb
 - Tyler Technology/EnerGov
 - Tyler Technology/Incode and Munis
 - Data maintenance and updates

- **MISCELLANEOUS SERVICES:** The City anticipates various other GIS-related projects to implement the existing and future GIS Strategic Plan. The projects would typically be limited in scope and deal with such items as data creation, data editing, modernization of data workflows, GIS Strategic Planning, QA/QC assistance, and enterprise integration. The preferred service provider should be able to demonstrate extensive experience with the implementation of GIS within local government and strategic planning.

PROPOSAL SUBMISSION INSTRUCTIONS: The submitted proposal package should be responsive to the specific range of issues elaborated in this request. Submission of excessive "boiler-plate" information, including sales brochures is discouraged. Service providers are requested to submit one unbound single-sided original, four (4) copies, and one (1) digital copy on a flash drive.

Proposals submitted are not publicly available until after the final award by the City of Lawrenceville Mayor and Council. All proposals and supporting materials as well as correspondence relating to this proposal become the property of the City of Lawrenceville when received. Proposals should be signed in ink by a service provider official that has the authorization to commit company resources and shall contain the service provider's full business address. Appropriate professionals for other professional services, licensed in the State of Georgia, shall be responsible for those portions of the work as may be required by law.

All applicable State of Georgia and Federal Laws, City and County ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to the service provider and project throughout and incorporated here by reference.

No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the City of Lawrenceville, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City of Lawrenceville or that is deemed irresponsible or unreliable by the City of Lawrenceville. If requested, the service provider shall be required to submit satisfactory evidence that they have practical knowledge of the particular service proposed and that they have the necessary financial resources to provide the proposed service. The City of Lawrenceville reserves the right to reject all proposals, to negotiate changes in the scope of work or services to be provided, and to otherwise waive any technicalities.

- **ADDENDA AND OPENING OF PROPOSALS:** It is the ultimate responsibility of the proposer to ensure that they have all applicable addenda before proposal submission. Addenda will be posted on the website: www.lawrencevillega.org/purchasing. Receipt of addenda should be acknowledged in the proposal on the appropriate form provided in this solicitation or returned if requested. Only the names of the submitting companies will be read at the opening. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process.
- **REQUEST FOR CLARIFICATION OR ADDITIONAL INFORMATION:** The City of Lawrenceville reserves the right to request clarification of information provided and to request additional information required to assist in the evaluation process.

GRADING CRITERIA: The proposal package will be evaluated based on their responsiveness to the criteria described below with those criteria's values weighted as follows:

Technical Consideration

60 points

The experience of the firm in preparation of projects of similar scope and size as required by the City will be considered. Emphasis will be placed on firms that have extensive experience in the design and implementation of GIS solutions and products, along with demonstrated successful development and implementation using the City's standard software products.

Personnel

30 points

Provide a project organization chart describing all key personnel including point of contact with the City's agents; personnel responsible for the performance of the project coordination of all sub-service providers; personnel responsible for the performance of the project manager. Describe any special skills or experience which key personnel might contribute to the successful completion of this particular project. Provide brief resume information of all key individuals and managerial staff. Consideration will be given to contractors who have Geographic Information Systems Professionals (GISPs) and Project Management Professionals (PMPs) on their proposed team. Additionally, weight will be given to proposers who have extensive experience working with and within City government.

Fee Proposal

10 points

Fee Proposal - Submit a fee proposal listing professional fees charged to provide services typically required in projects with similar scope. The attached proposal schedule should be used. The hourly rates for all personnel appearing in the organization chart must be listed. The financial considerations of the proposals are based on the average hourly rates of personnel listed in the

organization chart. This effort is to provide balance for firms with multiple disciplines that may employ personnel at higher rates.

Optional –Interviews

10 points

The selection committee may invite any number of the highest-rated firms to participate in interviews. All expenses related to the participation in the onsite interviews are the responsibility of the service provider with no obligation to the City. The decision to interview and the number of firms to interview are at the sole discretion of the selection committee.

If an agreement with the highest-ranked service provider cannot be reached, the City may then negotiate with the second-ranked service provider and so on until a satisfactory agreement has been reached.

The City anticipates award to one (1) firm but reserves the right to award to two (2) firms based on specialty and demonstrated capability. The proposals will be evaluated to select the firm(s) that rate the highest according to the criteria as indicated. The City reserves the right to negotiate with the selected firms for rates and concessions that are in the best interest of the City.

Exceptions to the requirements of this proposal must be clearly stated in the proposal/response. Note: The City will consider any exceptions in its scoring and evaluation process and respondents are strongly encouraged to address and comply with the requirements included herein. Taking exceptions to the provisions and requirements of this RFP, as well as failure to address the items of this RFP may result in a response receiving a substantially lower score.

CRITERIA SUMMARY:

Part I	Points
I. Technical Consideration	60
II. Personnel	30
Sub-Total Points	90
Part II	
Fee Proposal	10
Sub-Total Points	100
Part III	
Optional Interview	10
Total Points	110

Failure to return this page in a separate sealed envelope as part of the proposal documents may result in the rejection of proposal.

Professional fees provided are for hourly billable rates:

Item	Position Description	Hourly Rate
1	Project Manager	\$
2	Systems Analyst/Administrator	\$
3	Database Administrator	\$
4	GIS Applications Developer	\$
5	GIS Analyst	\$
6	Internet Web Applications and Mobile Site Developer	\$
7	Administrative Support	\$
	Other: (List below)	
8		\$
9		\$

Professional fees provided are for hourly billable rates and **must include all reimbursable**; including but not limited to printing costs, overhead and profit, document reproduction, postage, shipping, and transportation including mileage. Estimated hours provided by the department will be applied to the hourly rates submitted for each position listed above. All sub-consultant fees are to be billed at rates identified in this fees schedule. **If your firm wishes to submit hourly rates for additional positions not listed above please attach them to your proposal fee schedule. The method to determine the scores for the cost will be applied the same for all service providers.**

Unless otherwise noted below, proposal prices will remain firm for four (4) additional one-year renewal periods. If a percentage increase or decrease will be a part of the renewal periods, please note this in the space provided together with an explanation.

Renewal Option 1: _____

Renewal Option 2: _____

Renewal Option 3: _____

Renewal Option 4: _____

Failure to return this page in a separate sealed envelope as part of the proposal documents may result in the rejection of proposal.

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

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

Certification of Non-Collusion in Bid Preparation _____

Signature

Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the City Council within ninety (90) days of the date of the 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 Cost Schedule.

Legal Business Name _____

Federal Tax ID _____

Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____



LAWRENCEVILLE

GEORGIA

Solicitation Name & No.: Broad-Based Geographic Information Systems Services on an Annual Contract RP006-22

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Public Employer

Street Address

City/State/Zip Code

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

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

REFERENCES

The City of Lawrenceville requests a minimum of three (3) references where work of similar size and scope has been completed.

1. Company Name _____
Description of Project _____
Completion Date _____
Contact Person _____
Telephone Number _____
E-Mail Address _____

2. Company Name _____
Description of Project _____
Completion Date _____
Contact Person _____
Telephone Number _____
E-Mail Address _____

3. Company Name _____
Description of Project _____
Completion Date _____
Contact Person _____
Telephone Number _____
E-Mail Address _____

**ANNUAL
SERVICE PROVIDER CONTRACT
<<DESCRIPTION>>**

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between the City of Lawrenceville, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia (Party of the First Part, hereinafter called the "City"), and, _____ (Party of the Second Part, hereinafter called the "Service Provider").

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

1. TERM:

This contract shall commence _____, for a one (1) year period with four (4) additional one year options to renew.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid (Exhibit A). The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor, City Council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, expenses, 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 negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor, City Council members, officers, agents, and employees from and against any and all claims or liability for

compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

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

(Signatures Next Page)

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

LAWRENCEVILLE, GEORGIA

By: _____
David R. Still, Mayor
City of Lawrenceville, Georgia

ATTEST:

Signature

Karen Pierce, City Clerk
City of Lawrenceville, Georgia

APPROVED AS TO FORM:

Signature
City of Lawrenceville Attorney
Thompson, Sweeny, Kinsinger
& Pereira P.C.

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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

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

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

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

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

5. City of Lawrenceville (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.

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

7. Certificate Holder should read:
 - City of Lawrenceville
 - 70 S. Clayton St.
 - P.O. Box 2200
 - Lawrenceville, Georgia 30046

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

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

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
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 the City as to form and content has been filed with the City. **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 City of Lawrenceville, the Mayor, City Council members, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
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 City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City 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.

**CITY OF LAWRENCEVILLE
PURCHASING DEPARTMENT
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. Individuals, firms and businesses seeking an award of a City of Lawrenceville contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Council. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff

deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

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

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

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

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

Proposal withdrawal is not automatically granted and will be allowed solely at City of Lawrenceville's discretion.

VI. **TESTING AND INSPECTION**

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

VII. **F.O.B. POINT**

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

VIII. **PATENT INDEMNITY**

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

IX. **BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)**

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the City may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. CITY FURNISHED PROPERTY

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

XIV. REJECTION OF PROPOSALS

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

XV. CONTRACT

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In

either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Manager, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS:

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

XXII. INELIGIBLE PROPOSERS

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

XXIII. AMERICANS WITH DISABILITIES ACT:

All contractors for City of Lawrenceville 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), City of Lawrenceville 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.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

XXVII. TAX LIABILITY:

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

XXIX. GENERAL CONTRACTORS LICENSE

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

XXX. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their

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

XXXI. GEORGIA 811

Effective July 1, 2014: The Georgia Utility Facility Protection Act (GUFPA) was established to protect the underground utility infrastructure of Georgia. GUFPA mandates that, before starting any mechanized digging or excavation work, the contractor is required to contact Georgia 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any similar work pursuant to Georgia law (O.C.G.A. Title 25, Chapter 9).