



April 10, 2024

**REQUEST FOR PROPOSAL  
RP013-24  
Provision of Transit Demand Professional Services on an Annual Contract**

The Gwinnett County Board of Commissioners are soliciting competitive sealed proposals from qualified consultants to **Provision of Transit Demand Professional Services on an Annual Contract**, with four (4) options to renew, for the Gwinnett County Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the proposal number and company name. Proposals will be received until **2:50pm local time on May 24, 2024**, at the Gwinnett County Purchasing Office, 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00pm. A list of firms submitting proposals will be available the following business day.

A **Webex Pre-Proposal Conference** is scheduled for **2:00 PM on April 18, 2024**. To access, dial 1-408-418-9388, enter Access Code 2333 737 7462. All bidders are strongly urged to attend.

**Questions** regarding proposals should be directed in writing to Brittany Bryant, CPPB, Purchasing Associate III at 770.822.7759, Fax: 770.822.8735 or [Brittany.Bryant@GwinnettCounty.com](mailto:Brittany.Bryant@GwinnettCounty.com) **no later than May 09, 2024 at 3:00pm**. Proposals are legal and binding upon the bidder when submitted. One unbound original and four (4) copies should be submitted.

**Contractor is encouraged to make every effort in contracting with Disadvantaged Business Enterprise (DBE) firms.** Successful consultant(s) 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 AM Best rating of A-10 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.

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

Specific projects may be funded by the Federal Transit Administration (FTA); therefore, the proposers are **required** to sign the Appendix-Provisions for non-federal entities for federal awards (FTA Clauses).

**Sincerely,**  
Brittany Bryant, CPPB  
Purchasing Associate III

The following pages **should** be returned with your proposal:

**Firm Information, Page 24**  
**Code of Ethics Affidavit, Page 25**  
**Contractor Affidavit, Page 26**  
**Fee Schedule (submitted in a separate sealed envelope), Pages 28-30**  
**Certification of Non-Collusion, Page 31**  
**FTA Clauses Forms, Page 65-80**

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## 1. Invitation to Submit Proposals

- A. The Gwinnett Standard is an expectation of excellence in all that we do. That standard, set over decades, has made Gwinnett a preferred community where everyone can thrive. We make it our mission to deliver superior services that support our vibrantly connected community and as an extension of the County, we expect our business partners to do the same. Beyond just executing the work, we expect our partners to be standard bearers; to act with integrity; to innovate and adapt; to be accountable and transparent; to be fair and respectful to everyone; and to engage, embrace, and unify our community. The successful consultant will incorporate into their response their commitment to upholding and promoting the Gwinnett Standard.

Gwinnett County requests proposals for Consultant Demand Professional Services for Ride Gwinnett of the Gwinnett County Department of Transportation. This submission will help Ride Gwinnett select a firm or multiple firms to provide demand service support for Ride Gwinnett in implementing its capital projects and other transit programs. Required services may consist of transit planning services, architectural/engineering services for transit development projects, and special services. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an “as-needed” basis.

Since the selected firm(s) will be performing grant-funded and non-grant funded work, the Federal Transit Administration (FTA) requires that competing firms be advised of anticipated grant-funded projects and the scope of services for these specific projects. The projects are from previous planning efforts and the recent Transit Development Plan (TDP). In the Appendix, you will find the TDP Executive Summary. Ride Gwinnett needs sufficient information to determine that your firm is adequately staffed and capable of providing “as-needed” professional services for each of the following service categories:

- Category A: Transit Service, Corridor and Facilities Planning Services (Scope of Services).
- Category B: Architectural/Engineering Services for Transit Development Projects (Scope of Services).
- Category C: Public Education, Engagement & Marketing (Scope of Services).
- Category D: Safety and Security Planning, Audit, and Implementation (Scope of Services).
- Category E: Fleet Audit and Maintenance Support Services (Scope of Services).
- Category F: Administrative Services (Scope of Services).
- Category G: Grants Management/ General Support (Scope of Services).

Firms may provide a proposal on as many individual categories as is applicable, and the County will award services based on the qualification by category. Firms must submit individual proposals for each category of interest. It is expected that there will be multiple awards for each category.

- B. Subconsultants will be permitted as part of the proposal but must be identified. Subconsultants’ resumes and project references should be provided. Gwinnett County will pay no work to the Consultant for the Consultant’s work or by a Subconsultant if this work is not billed according to the hourly rates submitted as part of their proposal. For firms that have the capacity, it is expected that your proposal will include your already established DBE and non-DBE partnerships. However, Gwinnett County also highly encourages DBE firms to

bid independently on their categories in which relevant and sufficient experience can be displayed. Subconsultants do not have to be exclusive.

- C. One (1) unbound original (designated as the original) and four (4) bound copies of your proposal should be submitted for each category if applicable. All copies of the proposal must be identical. **The fee schedule should ONLY be submitted in a SEPERATE sealed envelope and should NOT be included in the technical proposal(s).** The full cost of proposal preparation is to be borne by the proposing firm. Proposals must be signed in ink by a company official that has the authorization to commit company resources.

D. In accordance with the requirements of Gwinnett County Policy for the Procurement of Professional Services, Competitive Proposals Selection Method, Federal Regulations 49 CFR 18 § 18.36(t), Federal Transit Administration (FTA) Third Party Contracting Guidance Circular C 4220.1F (applicable for federally funded future projects) **Hourly rates will not be used as a criterion for evaluating proposals.**

For this solicitation, a qualification-based selection process is being followed regardless of the dollar value. An independent committee will be assigned to review, evaluate, and rank all responsive proposals utilizing an evaluation scoring system.

- E. To provide these services, the proposal shall address the firm's capabilities and resources in the following areas:
- Available qualified human resources (emphasis on local office resources).
  - Organizational structure relating to service delivery.
  - Local and company-wide experience (emphasis on similar transit scope of work).
  - Proven, well-developed processes and knowledge of Federal and State transit requirements.
  - Knowledge of Gwinnett County and Ride Gwinnett.
  - Appropriate equipment and technology.
  - Experience with Disadvantaged Business Enterprise (DBE) entities and identified use of certified DBEs. Level of efforts contracting with DBE subcontractors.
- F. All questions concerning this RFP should be directed **in writing** to Brittany Bryant, CPPB, Purchasing Associate III, Gwinnett County Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30046. Phone: 770.822.7759 Fax: 770.822.8735 or [Brittany.Bryant@GwinnettCounty.com](mailto:Brittany.Bryant@GwinnettCounty.com). Where appropriate, transit responses to formal questions will also be in writing and will be distributed to all Consultants on our record as having received a copy of this RFP. In each case, Ride Gwinnett will determine whether a response is appropriate or necessary.
- G. **A Cover Letter shall be provided for each applicable category.** Proposers should note the specifications regarding the Proposal.
- H. Marketing materials should **not** be submitted as documentation of the bidder's ability to provide services.
- I. Sections should be tabbed, and pages numbered consecutively for ease of review.

- G. No organization is to discuss any aspect of this RFP with any Gwinnett County employee or any member of the Gwinnett Transit Advisory Board without the approval of the Purchasing Division's representative. This is to ensure that all prospective respondents have the same level of knowledge relative to the project, as well as making the additional data available to all proposers.
- H. Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All submissions and supporting materials, as well as correspondence relating to this RFP become the property of Gwinnett County when received. Any proprietary information contained in the proposal should be so indicated. Information submitted by a proposer in the proposal process shall be subject to disclosure after awarding in accordance with the Georgia Open Records Act. Entire proposals may not be deemed proprietary.
- I. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to the Consultant and project throughout and incorporated here by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.
- J. In the event that the County does also solicit a Program Management Contract(s), successful bidders in the on-demand may be asked to step aside from some or all On-Demand work. We encourage proposers to bid the On-Demand work still, even if they may be interested in the future potential Program Management work. It will not jeopardize an opportunity for firms interested in bidding both. The structure of the Program Management program is still under development, so the amount of On-Demand work a firm may have to give up if successfully awarded a Program Management Contract(s) is yet to be determined.

## **2. Instructions to Consultants**

### **A. Consultant Qualifications**

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

### **B. Consultant Representation**

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

**C. Schedule**

|                                   |                          |
|-----------------------------------|--------------------------|
| Issue date                        | April 10, 2024           |
| Virtual Pre-proposal              | April 25, 2024 (10:00AM) |
| Deadline for submitting questions | May 09, 2024 (3:00PM)    |
| Proposal due date                 | May 24, 2024 (2:50PM)    |

**D. Basis of Project Short-Listing / Selection**

Gwinnett County will select the firm(s) that best demonstrates that they would add the most value toward achieving the key objectives for implementing Ride Gwinnett TDP project list and other duties as assigned.

**Part I Technical Evaluation:** Proposals will be evaluated based on their relative responsiveness to the criteria described below based on the point values as shown:

- 1. Firm Experience** **20 points**  
 Effective and substantive (relative to critical objectives) experience of the firm in the provision of similar services within the categories under consideration, with emphasis on local expertise.
- 2. Qualifications of Key Personnel** **20 points**  
 Qualifications, relevant experience, and availability of proposed key personnel, proposers must present sufficient and competent staff, the capacity to complete the work in a timely manner, and appropriate personnel assignments to administer projects. This section should include a brief description of the team organization and skillsets, including subconsultants, plus proposed organization charts.
- 3. Proven ability to complete work within budget and on schedule** **20 points**  
 The Consultant should demonstrate the ability to complete the work within the scheduled timeframe and allocated budget. This will be assessed by reviewing the proposed methods for monitoring and controlling project costs and schedules. Additionally, the consultant's past performance will be evaluated to determine how the consultant has prevented delays and cost overruns in previous projects.
- 4. Project Understanding and Unique Concepts or Innovative Ideas** **20 points**  
 Description of Consultant's understanding and approach to projects in the categories under consideration, including innovative delivery methods and processes, demonstration of unique concepts or creative ideas to improve transit-accessibility and the customer experience, identification of issues, and resolution of conflicts.
- 5. Project Management/Quality Assurance** **10 points**  
 Proven ability of the proposed staffing team to effectively manage multi-faceted studies and a variety of subconsultants. Proven ability to manage and supervise extensive complex studies, projects, and analyses. Description of the firm's quality assurance/quality control processes to ensure the accuracy and integrity of services in the timely delivery of projects while avoiding mistakes/obstacles. Identification of key personnel responsible for quality assurance.

**6. DBE Participation****5 points**

Experience with DBE entities and identified use of certified DBEs and Level of efforts contracting with DBE subcontractors for this project.

**7. References****5 points**

Evaluation of proposer's references as to relevance, satisfaction with services, and comments on key personnel. A minimum of five (5) public sector clients from projects of a similar scope. Complete using the customer reference forms.

**Part II Optional Interview****20 Points**

At the interview panel's discretion or as deemed in Gwinnett County's best interest, firms may be short-listed a second time in order to determine the final recommendations to the Board of Commissioners. At this time, if the interview panel or GCDOT deems it to be necessary, Gwinnett County may request further information, explanations, clarifications, presentations, interviews, or meetings. If interviews are required for selection, the evaluation will be performed based on point value shown above.

**E. Demand Services Contract for Professional Services**

The Consultant will be expected to sign a Demand Services Contract for Professional Services developed by Gwinnett County (sample contract attached).

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

1. Certificate of Insurance as specified in the proposal.
2. Two (2) properly executed contract documents.

**F. Explanation of Proposal Evaluation Criteria**

The following items provide a brief explanation of what should be provided in your proposal:

**1. Firm Identification**

Give the full legal name of the firm, the firm's principal business office, and its satellite offices, if any, and indicate the location(s) from which these Demand Service professional services would be staged. Give information on the firm's history, business activities, size, employees, officers, affiliates, subsidiaries, ownership, and corporate data, as applicable to the provision of that service. **Make sure the information listed on the firm information form is included in your response.**

**2. Effective and substantive (relative to key objectives) experience of the firm in the provision of similar services within the categories under consideration, with emphasis on local government (metro Atlanta/Georgia) experience**

Briefly describe experience in the past five (5) years, including experience of the firm in performing/providing professional services for State, County, and Municipal governments. (This information requested is in addition to the references requested in Item #6.) This information shall include:

- Client name and contact information, including address, phone number, email address (current).
- Description of specific work authorization or services rendered.
- Dates of services.
- Status/Outcome of services, including schedule, budget.

Indicate the extent of the firm's involvement, whether as lead, subconsultant, or partner. Firms may do a chart as a summary and/or full write-up on key relative projects. If full project write-ups are provided, provide not more than five (5) specific projects (preferably similar in scope and complexity to the service category for which you are submitting a proposal).

3. Demonstrated capability to perform work on schedule and within budget:

Evaluation of the method(s) Consultant plans to use to monitor and control the cost and schedule aspects of the project scope. Evaluation of how proponents prevented delays and cost overruns on past projects.

4. Relevant qualifications, experience, and availability of proposed key personnel in the categories under consideration, with emphasis on staff location (Atlanta metro area)

Provide a summary description of the qualifications and experience of the key staff members that may be involved in assignments. Break down capabilities by discipline (e.g., local number of employees per category). Include an organizational chart footnoting any specific information regarding key personnel. Describe qualifications and experience with similar Demand Service projects. Complete resumes may be attached to supplement this information.

**It is important to note that** Professionally Licensed Proposers for Category B - Architectural & Engineering Services shall provide detailed qualifications and experience of firm and key personnel, including but not limited to:

- 1) **A qualification form** listed all pre-qualifications by the Georgia Department of Transportation (GDOT) for a class of work, or equivalent pre-qualifications from similar regulators. The form should include pre-qualification for the local office in Georgia and the sub-consultants.

The required pre-qualification classes are listed but shall not be limited to the following classes:

- 1.06(a) NEPA; 1.06(b) History; 1.06(c) Air Quality; 1.06(d) Noise; 1.06(e) Ecology; 1.06(f) Archeology.
- 2.05 Mass Transit Architectural Engineering; 2.06 Mass Transit Unique Structures; Mass Transit Electrical and Mechanical System; Mass Transit Operations Management and Support Services;
- 3.08 Landscape Architecture; 3.10 Utility Coordination; 3.11 Architecture;
- 5.01 Land Surveying; 5.02 Engineering Surveying; 5.06(a) Topographic Remote Sensing LIDAR (Design Grade);
- 6.01 (a) Soil Survey Studies;



- 9.01 Erosion, Sediment and Pollution Control;

## 2) Experience

- Experience in delivering the services described in the scope of work of Category B.
- Experience working with Federal, State, Local governments, and other Transit Agencies.
- Detailed information of years of experience in transit architectural and engineering service (including cost estimates), including the name, size, year, and cost of the projects, project approach, any cost or time savings.
- List and explain all incidents within the last three (3) years wherein a contract was terminated prior to completion. Proposed firms must list all lawsuits in which the firm and a customer were parties within the last five (5) years.
- Established and proven quality assurance and quality control procedures
- Appropriate equipment and technology

## 5. Description of Consultants' understanding and approach to projects in the categories under consideration

Provide a description of the Consultant's understanding and approach to the delivery of services along with the identification of important issues/challenges and the resolution of conflicts that need to be addressed in a typical project or a service of that category. The description should address innovative delivery methods and processes, demonstrate knowledge and understanding of the appropriate development and regulations/requirements.

## 6. Description of the firm's quality assurance/quality control processes and technology

Describe the firm's in-house procedures for ensuring the accuracy and integrity of its services in the timely delivery of services while avoiding mistakes/obstacles. Include, in particular, how issues such as schedule management, cost control, and overall quality assurance/quality control of deliverable items be addressed.

Describe the equipment, software, tools, and technology, if any, that would be used or proposed for each service category and indicate how these add value to the services. Indicate experience with results obtained from these on past projects. Control and understanding of both human and equipment error should be addressed.

## 7. References

Provide five (5) references, including identification of the client, contact name (current), and contact information including telephone number, email address, and specific project/services. All references should be verified for current contact information prior to submission. No more than one current Gwinnett County reference can be used per category. **Gwinnett County will make no more than two (2) email attempts.** If a reference does not respond to attempts at verification, the Consultant shall receive no points for that reference. It is the responsibility of the proposing Consultant to verify the

contact information and availability of references prior to the submission of the proposal(s).

8. Description of the firm's knowledge of Ride Gwinnett

Describe the firm's knowledge of Ride Gwinnett, including knowledge of existing physical transit facilities, future planned capital projects, ongoing capital projects, the transit management structure, pending Federal and State grant applications, and past grant funding (past five years).

9. Fee Services

Proposers shall submit hour rate in a separate envelope. Hourly rates must be provided for all potential labor categories involved in the provision of professional services for the specific service categories for which the firm is qualifying. All overhead, profit, and direct charges such as but not limited to document reproduction, photographic work, photo reprographic service, postage and shipping, computer usage expenses, transportation (including mileage) must be rolled into the hourly rates. All subconsultant fees are to be billed at rates identified in the fee schedule.

**Gwinnett County reserves the right to negotiate all hourly rates prior to award.**

**G. Term**

The services to be performed under this Contract shall commence upon award. This Contract may be renewed on an annual basis for four (4) additional twelve-month terms. Renewal terms will begin on August 17 of each year or upon board approval. Gwinnett County requires pricing to remain firm for the duration of the initial term of the Contract. Failure to hold firm pricing for the initial term of the Contract will be sufficient cause for Gwinnett County to declare the proposal non-responsive.

### **3. Scope of Services**

It is envisioned that the following services may be procured through the demand service contract process, when appropriate. The majority of the work will be by task order and be paid by a fully loaded hourly rate. However, on occasion, a full-time encumbered may be requested, which should be priced on the supplemental staff page of the cost sheet.

#### **Description of Services and Specifications**

##### **Category A – Transit Service, Corridor and Facilities Planning Services**

The Consultant shall perform transit service, transit corridor and facilities planning services, or other planning services as requested by Ride Gwinnett, which may include but are not limited to, the items described in the following sections.

- **Transit Corridor Planning**

The consultant will offer specialized support for transit corridors that align with the FTA's Capital Investment Grant (CIG) Program Project Development process. This support will cover various disciplines, including planning, design, engineering, forecasting, analysis, and administrative services. The assistance will cover various details such as: - New/Small

Starts application and Reporting, Project Management, Transit and Land Use Planning, Collection of Data and Reviewing existing conditions, Evaluation of Alternatives, Transportation Modeling, Conceptual Design, Traffic Engineering, Travel and Ridership Forecasting, Environmental Data Screening, Geotechnical and Utilities Investigation, Surveying, Cost Estimating, Preparation of Implementation Plan, Project Agreements, Urban Design, Economic & Market Analysis, Graphic Design, Landscape Architecture, Geographic Information Systems, and Administrative Services.

The specifications for transit corridor planning include but not limited to:

**Corridor Identification:** Identify key transportation corridors with high levels of congestion, travel demand, or development potential.

**Multimodal Analysis:** Evaluate transportation modes within the corridor, including transit, walking, cycling, and automobile travel.

**Land Use Integration:** Integrate transportation planning with land use planning to support transit-oriented development and sustainable growth.

**Safety and Mobility Improvements:** Identify opportunities to enhance safety, reduce congestion, and improve traffic flow within the corridor.

**Transit Priority Measures:** Implement transit priority measures, such as dedicated bus lanes, signal priority, and queue jumps, to improve transit service reliability and efficiency.

**Environmental Impact Assessment:** Conduct environmental impact assessments to evaluate the potential effects of proposed transportation improvements on air quality, noise levels, and natural habitats.

**Title VI Equity Analysis:** Assess the potential disparate impact of the entire corridor network on the population in the service area. The study shall consider the geographic area, demographics, and the average trip time between destinations before and after the addition of the new corridor network.

**Community Engagement:** Engage with communities and stakeholders along the corridor to solicit input, address concerns, and build consensus around planning initiatives.

**CIG Program and New Start /Small Start applications:** Develop strategies and roadmap for entering FTA Capital Improvement Program, complete New Start/Small Start applications for transit corridor projects.

- **Transit Facilities/ Amenities Planning**

The county shall require the assistance of a consultant to conduct planning studies that will aid in supporting present and future transit services. The studies will focus on various facilities such as transit transfer facilities, bus stops, operation & maintenance facilities, Battery Electric Bus (BEB) Facilities, Zero Emission Vehicles Transition Planning, and others. The consultant is expected to carry out conceptual site selection and development, site planning, station area planning, transit facility design, and assessment of the existing and future supply and demand, among others. The evaluation will also consider the impact

of advances in alternative fuel and motor technologies on Operation & maintenance facility needs. The consultant also provides bus stop and amenities planning which includes the review of existing bus stops amenities locations, placement of new stops, any nearby pedestrian improvements, and keeping the information in a geospatial and database system.

The specifications for transit facilities and amenities planning include but not limited to:

**Facility Needs Assessment:** Assess current and future demand for transit facilities, such as transit centers, park-and-ride lots, maintenance facilities, and passenger amenities.

**Site Selection:** Identify suitable locations for new transit facilities based on criteria such as accessibility, land availability, and compatibility with surrounding land uses.

**Title VI Equity Analysis:** Assess the potential disparate impact of the potential sites on the population in the service area. The study shall consider the geographic area, demographics of minority and low-income populations.

**Environmental Impact Assessment:** Conduct environmental impact assessments to evaluate the potential effects of proposed transportation improvements on air quality, noise levels, and natural habitats.

**Zero Emission Transition Planning:** Assess current fleet to determine strategies and technologies for implementing zero emission transit vehicles, including battery electric buses, hydrogen fuel cell buses, and develop a plan for implementing the infrastructure needed to support zero emission transit operations, including charging infrastructure, hydrogen fueling stations, and depot upgrades.

**Community Engagement:** Engage with communities and stakeholders along the transit facility to solicit input, address concerns, and build consensus around planning initiatives.

- **Service Planning**

The consultant will provide short, mid and long-range, refined and detailed service planning study for the existing and newly TDP, proposed transit service schedules, service changes, service alignments, travel market identification, transit facility needs, service cost estimates, reviewing existing and future fare policies, transit financial planning, system configuration, data collection, future transit ridership surveys and participation in public information and community involvement programs and/or public hearings relating to transit service development and planning projects. The consultant also reviews and assesses the operational service efficiency and effectiveness of Ride Gwinnett Transit services including the Micro transit service.

The specifications for service planning include but is not limited to:

**Ridership Analysis:** Assess and forecast ridership levels, demographic trends, and travel patterns to understand transit demand.

**Service Evaluation:** Evaluate existing transit services, including routes, schedules, and service frequency, to identify strengths, weaknesses, and areas for improvement.

**Route Optimization:** Fine-tune proposed transit routes to improve coverage, connectivity, and efficiency while maximizing ridership.

**Service Planning:** Design new transit services or modify existing ones to meet the evolving needs of communities, businesses, and institutions.

**Accessibility Assessment:** Evaluate transit accessibility for all riders, including individuals with disabilities and those with limited mobility.

**Fare Structure Analysis:** Analyze fare structures and pricing strategies to ensure affordability and equity for all riders.

**Title VI Equity Analysis:** Assess the potential disparate impact of the proposed service on the population in the service area. The study shall consider the geographic area, demographics of minority and low-income populations, and comparing impacts before and after the service.

**Public Outreach:** Engage with stakeholders, including residents, businesses, advocacy groups, and local governments, to gather input and feedback on transit service planning initiatives.

- **Conceptual Design**

The consultant is responsible for providing comprehensive conceptual design drawings of various transit facilities, including operation and maintenance facilities, transit centers, park-and-rides, Quick and Rapid Ride stations, and improvements to bus stops amenities. Moreover, they are required to provide alternative conceptual plans for transit routes and alignments, which are necessary for County rides, Shared rides, Airport rides, Quick rides, and Rapid ride. The consultant must comply with all applicable laws, design criteria, guidelines, and standards for public transit systems while creating complete conceptual design drawings.

The specifications include but are not limited to:

**Facility Needs Assessment:** Assess current and future demand for transit facilities, such as transit centers, park-and-ride lots, maintenance facilities, and passenger amenities.

**Design and Layout:** Develop conceptual designs and layouts for transit facilities that optimize functionality, efficiency, and user experience.

**Accessibility and ADA Compliance:** Ensure that transit facilities comply with accessibility standards under the Americans with Disabilities Act (ADA) to accommodate individuals with disabilities.

**Sustainability and Resilience:** Incorporate sustainable design principles and resilience measures into the planning and construction of transit facilities to minimize environmental impacts and enhance long-term durability.

- **Feasibility studies**

The Consultant is required to conduct feasibility studies on a long/short-term capital investment, such as TOD development and other transportation modes, proposed transit hubs and Quick & Rapid Ride Corridors. Additionally, they need to carry out transit-supportive land use planning, which may involve identifying alternative transit service plans and land use scenarios that can generate sufficient transit trips and new riders. Furthermore, the Consultant will recommend changes to local land use regulations to better support transit services.

- **National Environmental Policy Act (NEPA) Screening and Assessment**

These studies evaluate the environmental impacts of transit projects and prepare required Environmental Impact Statements, Environmental Assessments, and Categorical Exclusions per the National Environmental Protection Act and FTA regulations. The consultant is responsible for collecting land use data, environmental data, analyzing its impacts, and preparing technical reports in the preferred format of FTA Region IV for all disciplines related to environmental documents. Such disciplines include: Land use and Zoning impact; Historic, Archaeological and Cultural Resources; Environmental Justice; Section 4(f)/ Section 6(f) resources; Social impact and community disruption; hazardous materials; acquisitions and relocations, Visual and Aesthetics; Air quality and Greenhouse Gases; Noise and Vibration; Wetlands; Water quality; Floodplains; Ecologically Sensitive Areas/Endangered Species; Safety and Security; Construction; Section 404 permits/variances/Commitments; Indirect and Cumulative impacts; and Traffic/Parking/Pedestrian/ Bicycles.

- **Environmental Justice & Title VI Planning/Analysis**

The consultant will conduct an Environmental Justice review. This review aims to guarantee the fair and meaningful participation of all individuals, regardless of their race, color, national origin, or income, in the development, implementation, and enforcement of environmental laws, regulations, and policies. In the context of transportation projects, Environmental Justice aims to identify and address any disproportionately high and adverse effects of federal agency programs, policies, and activities on minority and low-income populations. This is done to ensure an equitable distribution of benefits and burdens.

The Consultant's responsibilities include conducting Title VI analysis concerning the regional fare policy and structure, analyzing future Transit facilities and corridors, and proposed service changes, and reporting to the Federal Transit Administration (FTA) for Title VI compliance with federal regulations. Additionally, the Consultant may need to assist in developing a new Service Equity analysis procedure, including peer research, data inventory, and standard operating procedure documentation.

- **Other Activities** may include, but not be limited to design study to establish the framework and detailed work program, Short & long-range planning, Land Use Planning, DBE plan development or support, transit data collection and facility inventories, assistance with federal and state requirements i.e. National Transit Database (NTD) reporting and

milestones and any other items of similar nature as may be required. This item could also include assistance with audits and reviews in preparation for Triennial and other FTA reviews, as well as programmatic reviews, updates, planning, and implementation for compliance items outside of the standard FTA review cycle to ensure all FTA program items are being satisfied on an ongoing basis. The consultant shall provide visual renderings and animations. This category may also include attendance of Gwinnett County Transit Advisory Board meetings to provide technical expertise and status reports about ongoing transit projects, as well as providing technical assistance and expertise to Ride Gwinnett staff on an as-needed basis. Any other items of a similar nature as may be required.

### **Category B – Architectural/Engineering Services for Transit Development Projects**

The professionally licensed consultant shall perform transit architectural and engineering services for transit projects, which may include program management, construction management, feasibility studies, preliminary engineering, design engineering, architectural and civil engineering, surveying mapping, structural engineering, mechanical engineering, plumbing and electrical engineering, or other related services. These other services may include professional engineering related services, or incidental services that may be performed by a professional engineer, or individuals working under their direction, who may logically or justifiably perform these services.

These engineering and architectural services involve several activities that may include but are not limited to discussing project requirements with the sponsor, finances, schedules, and project management, conducting topographic and boundary surveys of the site to create a detailed base map of the existing conditions for the project site during the conceptual, preliminary, and final design phases.

The consultant will conduct a NEPA study and obtain approvals, perform subsurface explorations, and evaluate the soil conditions associated with the proposed project facilities. They will summarize the findings and recommend cost-effective foundation options for structures. This task may require laboratory testing, a Geotechnical and foundation recommendation report, planning, procuring, and/or preparing necessary surveys, developing design schematics, sketches, concepts, and project recommendations, as well as preliminary layouts and cost estimates.

The Consultant will also prepare architectural and engineering plans, elevations, sections, perspectives, and animations of the project buildings/facilities components or transit corridor, attend meetings, and design conferences. They will collect engineering data, perform architectural, engineering, and special environmental studies, prepare reports and recommendations, and create detailed plans, specifications, permitting, and cost estimates, including cost estimates based on the FTA SCC Workbook format.

The consultant will develop Architectural, Civil, Structural, Landscaping, Mechanical, Electrical, Plumbing, Communication, Security, Utility relocation, and Fire Protection Design based on an approved Advanced Concept plan to 30%, 60%, 90% and 100% permissible signed and sealed construction Plans, including preparation of the Bid Package.

The consultant will conduct a risk assessment and management process that includes preliminary risk identification, workshops, risk register, and risk management plan, in addition to preparing the Basis of Design Report (BOD), Outline of Technical Specification, and Safety & Security documentation/certification.

Evaluating and providing sustainable design options as well as Value Engineering review, preparing Battery Electric Bus architectural and engineering infrastructure and system design services are part of this category. The consultant will print and provide necessary copies of drawings and contract specifications, provide consultation and advice to Ride Gwinnett during all phases of construction. They will also represent Ride Gwinnett at preconstruction conferences, inspect work and progress, and provide reports to Ride Gwinnett. Reviewing, analyzing, and approving laboratory and mill test reports of material and equipment, and perform any other similar required tasks will also include as well.

The specifications of Category B include but are not limited to:

**Preliminary Design and Planning:**

- Conduct site assessments and feasibility studies to evaluate potential locations for transit facilities, such as stations, terminals, maintenance facilities, and park-and-ride lots.
- Develop conceptual designs and master plans that address functional requirements, site constraints, environmental considerations, and community preferences.

**Architectural Design:**

- Prepare architectural drawings, renderings, and visualizations for transit facilities, including station buildings, shelters, platforms, and ancillary structures.
- Design architectural elements such as building facades, entrances, signage, wayfinding systems, and interior spaces to enhance functionality, aesthetics, and user experience.

**Engineering Design:**

- Develop engineering plans and specifications for transit infrastructure, including transit transfer facilities, park and rides, bus stations, and other transportation facilities.
- Perform structural analysis, geotechnical investigations, and utility coordination to ensure the integrity and safety of transit structures and facilities.

**Civil and Site Engineering:**

- Design site layouts, grading plans, drainage systems, and utility connections for transit facilities to optimize site utilization and minimize environmental impacts.
- Coordinate with regulatory agencies and stakeholders to obtain permits and approvals for site development and construction activities.

**Mechanical, Electrical, and Plumbing (MEP) Design:**

- Design MEP systems for transit facilities, including HVAC, lighting, power distribution, fire protection, plumbing, and wastewater management.



- Ensure that MEP systems comply with industry standards, building codes, and sustainability guidelines to minimize energy consumption and environmental impact.

**Transit Facility Improvement Projects:**

- Develop renovation, expansion, and rehabilitation plans for existing transit facilities to address aging infrastructure, capacity constraints, and functional obsolescence.
- Identify opportunities for facility upgrades, accessibility improvements, and technological enhancements to enhance the efficiency and usability of transit facilities.

**NEPA Study and Other Necessary Permits**

- Prepare NEPA documentation, including a Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS), as required based on the project's potential environmental impacts and significance.
- Provide public notice and opportunities for public review and comment on the NEPA documentation, as required by NEPA regulations and agency procedures.
- Provide technical information, environmental analyses, and project updates to regulatory agencies to facilitate the permitting process and address agency concerns or requirements.

**Construction Administration and Oversight:**

- Provide construction administration services, including bid support, contractor selection, contract management, and construction oversight.
- Conduct site visits, progress inspections, and quality assurance checks to ensure that construction activities comply with design specifications, safety standards, and regulatory requirements.

**Sustainability and Resilience Planning:**

- Incorporate sustainable design principles and resilient strategies into transit architecture and engineering projects to minimize environmental impact and enhance long-term durability.
- Implement green building practices, energy-efficient technologies, and renewable energy solutions to reduce carbon footprint and promote environmental stewardship.

**Community Engagement and Stakeholder Collaboration:**

- Engage with communities, stakeholders, and transit users to solicit input, gather feedback, and build consensus on transit design and planning initiatives.
- Conduct public meetings, workshops, and design charrettes to facilitate dialogue, address concerns, and incorporate community preferences into project designs.

**Documentation and Reporting:**

- Prepare comprehensive design documentation, including plans, specifications, technical reports, and construction documents, for transit architecture and engineering projects.

- Generate progress reports, status updates, and milestone summaries to keep stakeholders informed and ensure transparency in project communication and documentation.

### **Category A/B Work Products Submittal Requirements**

The following plan set submittal schedule shall be followed unless otherwise directed by Ride Gwinnett:

- Concept Plan – 3 full size (possibly color on aerial) and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible Flash/Thumb Drive or equivalent
- Preliminary Plan(s) – 3 full size sets and 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible Flash/Thumb Drive or equivalent
- ROW Plans – 3 full size sets and 3 half size sets, if separate set, and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible Flash/Thumb Drive or equivalent
- 90% Plans – 3 full size sets and 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible Flash/Thumb Drive or equivalent
- Final Plans – 3 full size sets, 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible Flash/Thumb Drive or equivalent

### **Category C – Public Education, Engagement, & Marketing**

The consultant shall provide public education, engagement and marketing as needed. This engagement and outreach may include facilitating meetings, coordinating with Gwinnett County staff for website development, social media, etc., conducting surveys, collecting feedback, meeting logistics, etc. Tasks may be related to specific transit projects, plans and project implementation, or special events part of general transit outreach functions. All branding of any Gwinnett County collateral must adhere to the Gwinnett County brand and guidelines with prior approval from Gwinnett County staff.

The specifications of Category C include but are not limited to:

#### **Digital Engagement Strategies:**

- Develop and execute digital marketing campaigns tailored to specific projects.

#### **Content Creation:**

- Produce informative and engaging content such as blogs, videos, and infographics.

#### **Community Partnerships:**

- Partner with local businesses, schools, community organizations, and healthcare facilities to promote transit projects and services.

#### **Interactive Workshops and Demonstrations:**

- Organize workshops and live demonstrations in community centers, senior centers, and other public venues to educate.

**Stakeholder Engagement:**

- Conduct targeted stakeholder meetings with representatives from underserved communities, disability advocacy groups, and other key stakeholders to ensure the service meets diverse needs. Involve stakeholders in co-creating marketing materials and outreach strategies to ensure inclusivity.

**User Experience Surveys and Feedback Loops:**

- Implement ongoing survey initiatives and feedback mechanisms to understand user satisfaction and areas for improvement.

**Event Participation and Sponsorship:**

- Participate in local events, fairs, and festivals to promote transit services directly to the community.

**Educational Materials and Resources:**

- Develop easy-to-understand guides, FAQs, and how-to videos for accessing transit services.

**Accessibility Initiatives:**

- Ensure all outreach and marketing materials are accessible to individuals with disabilities, including offering information in multiple languages and formats (e.g., braille, large print, audio).

**Social Media Engagement:**

- Use social media platforms to engage with users, share updates, and run interactive campaigns or contests that encourage trial and regular use.

**Category D – Safety and Security Planning, Audit, and Implementation**

The Consultant will provide safety and security planning related to the development of safety and security related plans for FTA and other local, state, and federal governing bodies. This may include, audit functions of the implementation of safety and security policies by the third-party transit contractor, development of FTA, state, or local required plans.

This can include but not limited to:

- The development of safety and/or security plans.
- Direct safety and/or security consulting in relation to organization, procedures processes, training, and monitoring.
- Development and implementation of a tabletop, workshop, or other safety and security related exercises.

The specifications of Category D include but not limited to:

**Risk Assessment and Vulnerability Analysis:**

- Conduct a comprehensive risk assessment and vulnerability analysis of transit operations, facilities, and infrastructure to identify potential safety and security threats.

- Evaluate threats such as terrorism, vandalism, natural disasters, accidents, and crime, and assess their potential impact on transit operations and passenger safety.

**Safety and Security Planning:**

- Develop a safety and security plan that outlines policies, procedures, and protocols for mitigating identified risks and enhancing transit safety and security.
- Establish emergency response plans, evacuation procedures, and communication protocols to ensure a coordinated response to safety and security incidents.

**Regulatory Compliance:**

- Ensure compliance with federal, state, and local regulations governing transit safety and security, including requirements related to emergency preparedness, hazard mitigation, and security standards.
- Review regulatory updates and industry best practices to ensure that safety and security plans remain current and effective.

**Training and Education Programs:**

- Develop training and education programs to enhance the skills and awareness of transit personnel, including operators, maintenance staff, and security personnel.
- Provide training on topics such as emergency response procedures, conflict resolution, passenger assistance techniques, and recognizing and reporting suspicious activities.

**Security Audits and Assessments:**

- Conduct periodic security audits and assessments of transit facilities, vehicles, and operations to identify vulnerabilities and areas for improvement.
- Evaluate physical security measures, access controls, surveillance systems, and other security infrastructure to enhance deterrence and detection capabilities.

**Emergency Response and Incident Management:**

- Develop protocols and procedures for responding to emergency situations, breakdowns, and accidents involving transit vehicles.
- Coordinate with emergency responders, Law enforcement agencies, towing services, and other agencies to ensure a prompt and effective response to incidents, act of terrorism, or natural disasters.

**Category E – Fleet Audit and Maintenance Support Services**

The Consultant will provide services related to fleet and maintenance support. The County annually completes either a partial or full audit of the fleet as part of the Ride Gwinnett contractor oversight program. Additionally, Ride Gwinnett, from time to time, may seek support in the areas of maintenance and fleet procurement, maintenance services, project

management, and project oversight related to the fleet. This item could also include the planning for future fleet acquisitions or fleet transitions to alternative fuel technologies.

The specifications of Category E include but are not limited to:

**Fleet Audit and Assessment:**

- Conduct a comprehensive audit and assessment of the transit fleet to evaluate its overall condition, performance, and compliance with regulatory standards.
- Review maintenance records, vehicle histories, and warranty information to identify trends, patterns, and areas for improvement.

**Maintenance Program Review:**

- Evaluate the effectiveness and efficiency of the transit agency's maintenance program, including preventive maintenance schedules, inspection protocols, and repair procedures.
- Identify opportunities to streamline maintenance operations, reduce downtime, and improve vehicle reliability and longevity.

**Asset Management:**

- Develop an asset management plan to track and monitor the transit fleet's lifecycle, including vehicle acquisition, maintenance, and disposal.
- Establish protocols for tracking fleet assets, including vehicle inventory, mileage, fuel consumption, and maintenance costs.

**Maintenance Services:**

- Ability to remove or repair, inoperable assets such as graffiti, benches, shelters, signs, etc

**Regulatory Compliance:**

- Ensure compliance with federal, state, and local regulations governing transit fleet operations, maintenance, and safety.
- Review regulatory requirements related to emissions standards, vehicle inspections, driver qualifications, and maintenance reporting.

**Quality Assurance and Quality Control:**

- Implement quality assurance and quality control measures to ensure that maintenance activities are performed to the highest standards and meet regulatory requirements.
- Conduct periodic inspections and audits to verify compliance with maintenance procedures, safety protocols, and industry best practices.

**Training and Capacity Building:**

- Develop training programs and resources to enhance the skills and knowledge of maintenance personnel, including mechanics, technicians, and supervisors.
- Provide technical assistance and support to transit agency staff to improve maintenance practices, troubleshooting techniques, and diagnostic procedures.

**Performance Metrics and Reporting:**

- Establish performance metrics and key performance indicators (KPIs) to measure the effectiveness and efficiency of maintenance operations.
- Generate regular reports and dashboards to track fleet performance, maintenance activities, and compliance with maintenance schedules and standards.

**Continuous Improvement Initiatives:**

- Identify opportunities for continuous improvement and innovation in maintenance practices, technologies, and systems.
- Implement initiatives to optimize fleet performance, reduce operating costs, and enhance customer satisfaction through reliable and efficient transit services.

**Category F – Administrative Services**

The Consultant will provide general administrative support including word processing/formatting, text and graphics layout and manipulation, proofreading and editing documents, mail/e-mail list, photocopying and binding of documents and products, and other duties as assigned to support Ride Gwinnett.

The specifications of Category F include but are not limited to:

**Graphics and Visual Renderings:**

The Consultant shall provide visual renderings and animations for transit planning projects and studies. The Consultant must have the capability to provide photorealistic renderings for presentation purposes as needed. These may include creation of conceptual design views, sketch graphics, and 3D models for use by the GCDOT only.

Geographic Information Systems (GIS):

Providing GIS support for projects, project evaluation, and studies identified by GCDOT. Tasks may include collecting the data needed from other agencies, creating cartographic maps, creating GIS layers as well as converting Computer Aided Design (CAD) drawings to GIS shapefiles and training of staff on future versions of ARCGIS, ARCEditor and ARCVIEW, etc.

**Category G – Grants Management/General Support**

The Consultant will provide support with discretionary grant applications and identify potential grant and other funding opportunities for operational and capital programs. The work can include but not limited to research, narrative development, and visual elements for presentation. The Consultant may also be asked to perform transit grant management services as requested by Ride Gwinnett, which may include assisting Ride Gwinnett in the preparation of necessary applications/pre-applications for local, state and federal grants.

The specifications include but are not limited to:

**Grant Identification and Opportunity Assessment:**

- Identify potential grant opportunities available from federal, state, and local sources to support transit projects and initiatives.
- Conduct research and analysis to assess eligibility criteria, funding availability, and application deadlines for transit-related grants.

**Grant Application Development:**

- Prepare grant applications, proposals, and supporting documentation in accordance with the requirements and guidelines of funding agencies.
- Develop project narratives, budgets, work plans, and performance metrics to effectively communicate project objectives, activities, and outcomes to funding agencies.

**Compliance and Reporting:**

- Ensure compliance with grant requirements, regulations, and reporting obligations throughout the grant lifecycle.
- Monitor grant expenditures, timelines, and deliverables to ensure alignment with grant terms and conditions.
- Prepare and submit regular progress reports, financial statements, and performance metrics to funding agencies as required.

**Financial Management and Budgeting:**

- Develop and manage budgets for grant-funded projects, including revenue projections, expense forecasts, and cost allocations.
- Monitor financial transactions, expenditures, and reimbursements to ensure accuracy, transparency, and accountability in grant funding utilization.

## 4. Forms

### **FIRM INFORMATION**

**(THIS FIRM INFORMATION FORM IS TO BE RETURNED IN BOTH THE TECHNICAL PROPOSAL AND THE SEPARATE FEE SCHEDULE ENVELOPE)**

COMPANY NAME \_\_\_\_\_

LEGAL BUSINESS NAME \_\_\_\_\_  
*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

COMPLETE ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

REPRESENTATIVE SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_      FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_





**Bid # & Description: RP013-24, Provision of Transit Demand Professional Services on an Annual Contract, p.25**

**CODE OF ETHICS AFFIDAVIT**

***(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)***

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

|    |  |                                       |
|----|--|---------------------------------------|
| 1. |  | (Company Submitting Bid/Proposal)     |
| 2. | (Please check <input checked="" type="checkbox"/> <b>one</b> box below)                                |                                       |
|    | <input type="checkbox"/> No information to disclose <i>(complete only section 4 below)</i>             |                                       |
|    | <input type="checkbox"/> Disclosed information below <i>(complete section 3 &amp; section 4 below)</i> |                                       |
| 3. | (if additional space is required, please attach list)  |                                       |
|    |  |                                       |
|    | Gwinnett County Elected Official Name  | Gwinnett County Elected Official Name |
|    |  |                                       |
|    | Gwinnett County Elected Official Name  | Gwinnett County Elected Official Name |
| 4. | Sworn to and subscribed before me this   |                                       |
|    |  |                                       |
|    | BY: _____  | _____ day of _____, 20__              |
|    | Authorized Officer or Agent Signature  |                                       |
|    |  |                                       |
|    | Printed Name of Authorized Officer or Agent  | Notary Public                         |
|    |  |                                       |
|    | Title of Authorized Officer or Agent of Contractor   | (seal)                                |

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com)



**Solicitation Name & No. RP013-24, Provision of Transit Demand Professional Services on an Annual Contract, p.26**

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

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

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

\_\_\_\_\_  
E-Verify \* User Identification Number                      Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY:     Authorized Officer or Agent                      \_\_\_\_\_  
       (Contractor Signature)                                      Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**For Gwinnett County Use Only:**  
Document ID # \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

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



**Solicitation Name & No. RP013-24, Provision of Transit Demand Professional Services on an Annual Contract**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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

**Fee Schedule**  
(RETURN ALL COST PAGES IN THE SAME SEPARATE SEALED ENVELOPE)

**Proposal Fee Schedule – Task Order**

Professional fees provided are for hourly billable rates.

| <b>Billing Category</b>       | <b>Hourly Rate</b> |
|-------------------------------|--------------------|
| Principal                     | \$ _____           |
| Project Manager               | \$ _____           |
| Environmentalist              | \$ _____           |
| Planner Principal             | \$ _____           |
| Senior Planner                | \$ _____           |
| Senior Engineer               | \$ _____           |
| Senior Architect              | \$ _____           |
| Engineer Senior               | \$ _____           |
| Engineer                      | \$ _____           |
| Engineer Associate            | \$ _____           |
| Planner                       | \$ _____           |
| Architect                     | \$ _____           |
| Senior CADD/Design Technician | \$ _____           |
| CADD/Design Technician        | \$ _____           |
| Administrative Assistant I    | \$ _____           |
| Administrative Assistant II   | \$ _____           |
| Public Outreach Coordinator   | \$ _____           |
| Public Outreach Specialist    | \$ _____           |

**Other (specify titles):**

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

**Use additional sheets if necessary.**

Company Name \_\_\_\_\_

(RETURN ALL COST PAGES IN THE SAME SEPARATE SEALED ENVELOPE)

**Proposal Fee Schedule – Supplemental Staff**

Professional fees provided are for hourly billable rates.

| <b>Billing Category</b>     | <b>Hourly Rate</b> |
|-----------------------------|--------------------|
| Project Manager             | \$ _____           |
| Environmentalist            | \$ _____           |
| Planner Principal           | \$ _____           |
| Senior Planner              | \$ _____           |
| Senior Engineer             | \$ _____           |
| Engineer Senior             | \$ _____           |
| Engineer                    | \$ _____           |
| Engineer Associate          | \$ _____           |
| Planner                     | \$ _____           |
| Architect                   | \$ _____           |
| Public Outreach Coordinator | \$ _____           |
| Public Outreach Specialist  | \$ _____           |

**Other (specify titles):**

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

**Use additional sheets if necessary.**

Company Name \_\_\_\_\_

(RETURN ALL COST PAGES IN THE SAME SEPARATE SEALED ENVELOPE)

**Proposal Fee Schedule – Base Award & Renewal Options**

Please confirm the job positions in your organization that would be working on transit work to the titles named above. If necessary, please specify any additional job titles that need to be referenced and give their rates in the “Other” portion. The new demand service contract will ONLY pay on hourly rates submitted as part of this proposal, and for eligible direct expenses. All subconsultant fees are to be billed at rates identified in the above fee schedule.

Gwinnett County requires pricing to remain firm in the first year of the Contract. Failure to hold firm pricing for the initial term of the Contract will be sufficient cause for Gwinnett County to declare the proposal non-responsive. This Contract may be renewed for four (4) additional one (1) year options to renew provided fees are firm or include a pre-approved increase, service is satisfactory, and both parties are willing to renew, and renewal is approved by the Gwinnett County Board of Commissioners. If a percentage increase is a part of this proposal for any future year, please note in the space provided, together with a justification. Renewal rates will be evaluated annually to compare to actual inflation experienced and will thereby remain subject to negotiation.

The base award term will begin on August 17, 2024 or upon award. Unless otherwise noted, quoted prices will remain firm for four (4) additional one (1) year periods. If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation.

1<sup>st</sup> year renewal \_\_\_\_\_ % increase/decrease (circle one)

2<sup>nd</sup> year renewal \_\_\_\_\_ % increase/decrease (circle one)

3<sup>rd</sup> year renewal \_\_\_\_\_ % increase/decrease (circle one)

4<sup>th</sup> year renewal \_\_\_\_\_ % increase/decrease (circle one)

Company Name \_\_\_\_\_

**Certification of Non-Collusion**

Certification of Non-Collusion in Proposal Preparation \_\_\_\_\_

Signature

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

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Print Authorized Representative Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Facsimile \_\_\_\_\_

Remittance Address if Different \_\_\_\_\_

## 5. Insurance Requirements

### PROFESSIONAL SERVICES 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
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Professional Liability Insurance - \$5,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 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)

Coverage which meets or exceeds the minimum requirements shall be maintained, purchased annually, in full force and effect until three (3) years past completion of the entire construction phase unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the ENGINEER shall notify the Insurance Manager. If the Director of the Department for which the ENGINEER is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonable upheld, the ENGINEER may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability and Auto Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 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-10 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.  
\*See above note regarding Professional Liability
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance 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.

GENERAL CONDITIONS  
TO CONSULTANT AGREEMENT  
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## 1. DEFINITIONS

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

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

### 2.2 Conflict and Precedence

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

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

## 3 CHANGES AND EXTRA WORK

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

## 4 PERSONNEL AND EQUIPMENT

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

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work.

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 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.

8 INDEMNIFICATION

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for

contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

9 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.

10 INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify both COUNTY and CONSULTANT against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT during the term of this Agreement.

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

The CONSULTANT shall provide, at all times, that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that shown in the attached pages titled Professional Service Insurance Requirements (pg. 21 & 22 of RFP document).

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

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancellable except on thirty (30) days' written notice to the COUNTY.

Such policies shall name the COUNTY as co-assured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

## 11 PROHIBITED INTERESTS

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

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

## 12 SUBCONTRACTING

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

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

## 13 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.

## 14 EQUAL EMPLOYMENT OPPORTUNITY

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

## 15 ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, 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.

16 AUDITS AND INSPECTORS

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

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

17 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.

18 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.



19 INDEPENDENT CONTRACTOR

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

20 NOTICES

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

SPECIAL PROVISIONS  
TO CONSULTANT AGREEMENT

Article

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

1 SCOPE OF SERVICES

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

2 PERIOD OF SERVICES

- 2.1 **The completion schedule for each phase or work task of the project shall be mutually agreed to by the DEPARTMENT and the CONSULTANT prior to written authorization to proceed.** The CONSULTANT shall recognize that time is of the essence.
- 2.2 The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Gwinnett County Board of Commissioners. The term of this Agreement shall be from the notice to proceed (NTP) until August 16, 2029, or upon board approval, at which time it **shall terminate with no further obligation of the COUNTY unless renewed as provided herein.**

3 COMPENSATION FOR CONSULTANT SERVICES

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

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

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

#### 4 SUBCONSULTING

- 4.1 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. **The work of subconsultants will be itemized and billed at the specified rates.**

5 CHANGE OF ADDRESS AND PERSONNEL

5.1 Each party to this AGREEMENT within thirty (30) days after the effective date of any change of address shall provide written notice of such change of address to the other party.

5.2.1 **No changes or substitutions shall be permitted in the CONSULTANT's key personnel as set forth herein without the prior written approval of the DEPARTMENT.** Failure to obtain prior written approval of the DEPARTMENT may result in CONSULTANT being found in default of this AGREEMENT.

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

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

6.1 **Compliance with Regulations.** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

6.2 **Nondiscrimination.** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

6.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

6.4 **Information and Reports.** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the sponsor or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

6.5 **Sanctions for Noncompliance.** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, the sponsor shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6.6 **Incorporation of Provisions.** The CONSULTANT shall include the provisions of paragraphs 1 through 5 in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any Subcontract or procurement as the sponsor, or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the CONSULTANT may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

8. DISADVANTAGED BUSINESS ENTERPRISES

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

**Prompt Payment (§26.29)** - The prime CONSULTANT agrees to pay each Subcontractor under this prime Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the prime CONSULTANT receives from the County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Gwinnett County Board of Commissioners. This clause applies to both DBE and non-DBE Subcontractors. The County incorporates by reference, the Official Code of Georgia 13-11-3 through 13-11-6 concerning payments to Contractors and Subcontractors.

9. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

10 ACCESS TO RECORDS AND REPORTS

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

10. RIGHTS TO INVENTIONS

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

11. TRADE RESTRICTION CLAUSE

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

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

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

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

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

Subcontractor agrees to provide written notice to the CONSULTANT if, at any time, it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

*\*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 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 bid will be considered in terms of responsiveness when making an award.\**

**SAMPLE**

**RP013-24: PROVISION OF TRANSIT DEMAND PROFESSIONAL SERVICES ON AN ANNUAL CONTRACT  
ANNUAL CONSULTANT DEMAND PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 21\_\_ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "Owner"), and, (Party of the Second Part, hereinafter called the "CONSULTANT").

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

**1. TERM:**

This Contract shall commence \_\_\_\_\_ or execution of the Contract, whichever is later, for a period from the notice to proceed to December 31, 2021, with four options to renew for an additional one-year period.

**2. ATTACHMENTS:**

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

**3. PERFORMANCE:**

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

**4. PRICE:**

As full compensation for this Contract's performance, the Owner shall pay the CONSULTANT for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid (Exhibit A), and for direct expenses incurred by CONSULTANT during the prosecution of work. The Owner agrees to pay the CONSULTANT following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the CONSULTANT, and any direct expenses incurred by CONSULTANT while performing said work.

**5. INSURANCE CERTIFICATES/NOTICE REQUIREMENTS:**

CONSULTANT shall maintain all insurance certificates as provided in the proposal specifications. Owner shall be named as additional insured and shall further be named a "Loss Payee" on said insurance policies. Upon cancellation of said insurance policies, CONSULTANT or its agent(s)



shall provide written notice to Owner within 30 days upon Owner to its agent(s)'s knowledge or receipt of any such notice of cancellation.

**6. INDEMNIFICATION AND HOLD HARMLESS:**

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

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

**7. TERMINATION FOR CAUSE:**

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

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

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

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

**8. TERMINATION FOR CONVENIENCE:**

The Owner may terminate this Agreement for its convenience at any time by written notice to the CONSULTANT. In the event of the Owner's termination of this Agreement for convenience, the CONSULTANT will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the CONSULTANT, who shall itemize each element of performance. No amount shall be allowed for anticipated profit on unperformed services.

**9. AGREEMENT NOT TO DISCRIMINATE:**

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

**10. ASSIGNMENT:**

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

**11. WAIVER:**

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

**12. SEVERABILITY:**

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

**13. GOVERNING LAW:**

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

**14. MERGER CLAUSE:**

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

(Signatures Next Page)

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

Gwinnett County Board of Commissioners  
Gwinnett County, Georgia

\_\_\_\_\_  
\_\_\_\_\_  
Nicole L. Hendrickson, Chairwomen  
Gwinnett County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Print Name  
County Clerk/ Deputy County Clerk  
Board of Commissioners

**CONSULTANT**

ATTEST:

CONSULTANT: \_\_\_\_\_

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

\_\_\_\_\_  
Print Name and Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
County Attorney

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

# RP013-24

## Buyer Initials:

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

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE

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

**I. PREPARATION OF PROPOSALS**

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

**II. DELIVERY**

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

**III. EXPLANATION TO PROPOSERS**

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

**IV. SUBMISSION OF PROPOSALS**

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

in County construction projects. Suppliers and Contractors should contact the State of Georgia Sales Tax Division for additional information.

- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

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

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

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

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

**VI. TESTING AND INSPECTION**

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

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

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

**VIII. PATENT INDEMNITY**

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

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

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an AM Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an AM 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 the proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

**XI. AWARD**

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



- E. In the event that negotiations with the highest-ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**XII. DELIVERY FAILURES**

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

**XIII. COUNTY FURNISHED PROPERTY**

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

**XIV. REJECTION OF PROPOSALS**

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

**XV. CONTRACT**

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a Contract that the Consultant agrees to (1) Avoid any appearance of impropriety and shall follow all

policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending Contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the Agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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

**XVI. NON-COLLUSION**

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

**XVII. DEFAULT**

The Contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the Contractor upon non-performance or violation of Contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted Contract prices; provided, however, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Failure of the Contractor to deliver materials or services within the time stipulated on his proposal unless extended in writing by the Purchasing Director shall constitute Contract default.

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. DISPUTES**

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

**XXI. SUBSTITUTIONS:**

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

**XXII. INELIGIBLE PROPOSERS**

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

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State, proposers are required to provide evidence of a certificate to do business in any town, county, or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems

or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

**XXV. AMERICANS WITH DISABILITIES ACT:**

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770.822.8165.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:**

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

**XXVII. TAX LIABILITY:**

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

**XXVIII. STATE LAW REGARDING WORKER VERIFICATION**

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

The Purchasing Division Director, with the assistance of the Performance Analysis Division, shall be authorized to conduct random audits of a Contractor's or Subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The Contractor and Subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the Contract. This

requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a Contractor's or Subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such Contractor or Subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the Contract if it is determined at any time during the work that the Contractor/or Subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXIX. PRODUCTS MANUFACTURED IN GEORGIA**

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder, which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

**XXXI. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether

such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this Agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**XXXII. CODE OF ETHICS:**

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

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

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

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

**XXXIII. PENDING LITIGATION:**

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

**XXXIV. ELECTRONIC PAYMENT**

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

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

update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

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

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

#### **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building; click [here](#) for additional information about parking. The Purchasing Division is located in the Administrative Wing.

## 6. Attachments

### Attachment A: FTA Clauses

**Fly America Requirements** – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all Subcontracts that may involve international air transportation.

**Seismic Safety** – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this Contract, including work performed by Subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**Energy Conservation** – Applicability – All contracts except micro purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Clean Water** – Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Lobbying** – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey Contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995, who has made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Access to Records and Reports** – Applicability – As shown below. These requirements do not apply to micro purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), Contractor shall provide the purchaser, the FTA, the US Comptroller General, or their authorized representatives access to any books, documents, papers and Contractor records which are pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, Contractor shall provide the purchaser, authorized FTA representatives, including any PMO contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers, and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, Contractor



- shall make available records related to the Contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  6. Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in Subcontracts.

**Federal Changes** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

**Clean Air** – Applicability – All Contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**No Government Obligation to Third Parties** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the US Government, the US Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the recipient, the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

(2) Contractor agrees to include the above clause in each Subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

(2) If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a Contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on Contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each Subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

**Termination** – Applicability – All contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this Contract, in whole or in part, at any time by written notice to Contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If Contractor is in possession of any of the recipient's property, Contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If Contractor does not deliver items in accordance with the Contract delivery schedule, or, if the Contract is for services, and Contractor fails to perform in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, the recipient may terminate this Contract for default. Termination shall be effected by serving a notice of termination to Contractor setting forth the manner in which Contractor is in default. Contractor shall only be paid the Contract price for supplies delivered and accepted, or for services performed in

accordance with the manner of performance set forth in the Contract. If it is later determined by the recipient that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, the recipient, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this Contract, in whole or in part, when it is in the recipient's interest. If the Contract is terminated, the recipient shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension or if the Contractor fails to comply with any other provisions of this Contract, the recipient may terminate this Contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. Contractor shall only be paid the Contract price for supplies delivered and accepted or services performed in accordance with the manner of performance set forth in this Contract. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this Contract or any extension or if Contractor fails to comply with any other provisions of this Contract, the recipient may terminate this Contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. Contractor shall only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract. If this Contract is terminated while Contractor has possession of the recipient goods, Contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if Contractor fails to comply with any other provisions of this Contract, the recipient may terminate this Contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by Contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall Contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another Contractor in the performance of a Contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If, in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this Contract in whole or in part, for the recipient's convenience or because of Contractor's failure to fulfill Contract obligations. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services. If termination is for

Contractor's failure to fulfill Contract obligations, the recipient may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost Type Contracts) the recipient may terminate this Contract, or any portion of it, by serving a notice of termination on Contractor. The notice shall state whether termination is for convenience of the recipient or for default of Contractor. If termination is for default, the notice shall state the manner in which Contractor has failed to perform the requirements of the Contract. Contractor shall account for any property in its possession paid for from funds received from the recipient or property supplied to Contractor by the recipient. If termination is for default, the recipient may fix the fee, if the Contract provides for a fee, to be paid to Contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient, and the parties shall negotiate the termination settlement to be paid to Contractor. If termination is for the recipient's convenience, Contractor shall be paid its Contract close-out costs, and a fee, if the Contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of Contractor, the recipient, after setting up a new work schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

**Government Wide Debarment and Suspension (Nonprocurement)** – Applicability – contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower-tier covered transaction, ensuring that each lower-tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

**Contracts Involving Federal Privacy Act Requirements** – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

(1) The Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(2) The Contractor also agrees to include these requirements in each Subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Civil Rights Requirements** – Applicability – All contracts except micro purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying Contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit

Program. FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:

- (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and
- (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed, and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.” (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital, and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) The Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The Recipient’s DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:

- (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis

of age, including:

- (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
- (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,
- (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,
- (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and
- (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution** – Applicability – All contracts over \$250,000 Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon Contractor, and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

**Performance During Dispute** - Unless otherwise directed by the recipient, Contractor shall continue performance under this Contract while matters in dispute are being resolved. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

**Remedies** - Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the recipient and Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

**Rights and Remedies** - Duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the recipient or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Patent and Rights Data** - Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

**Patent Rights**

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

- (a) Invention,
- (b) Improvement, or
- (c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

- (a) Conceived under the Project, or
- (b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to:

- (a) Notify FTA immediately, and
- (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35

U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research type project, and (b) As FTA determines otherwise in writing.

**Rights in Data and Copyrights**

a) Definition of "Subject Data." means recorded information:

- (1) Copyright. Whether or not copyrighted, and
- (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

- b) Examples of "Subject Data." Examples of "subject data":
  - (1) Include, but are not limited to:
    - (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but
    - (b) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,
  - c) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but
    - (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

- (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is:
  - (a) Royalty free, (b) Non-exclusive, and (c) Irrevocable,
- (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
- (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,
- (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
- (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but
- (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

- (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,
  - 2 The Federal Government's employees acting within the scope of their official duties, and
  - 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

- H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:
- (1) Implies a license to the Federal Government under any patent, or
  - (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,
- I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:
- (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
  - (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and
- J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:
- (1) The Freedom of Information Act, 5 U.S.C. §552,
  - (2) Another applicable Federal law requiring access to Project records,
  - (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," specifically 49 C.F.R. § 19.36(d), or
  - (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

**Disadvantaged Business Enterprise (DBE)** – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate Contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the municipal corporation deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate Contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate Contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The Contractor is required to pay its Subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the recipient. In addition, the Contractor may not hold retainage from its Subcontractors or must return any retainage payments to those Subcontractors within 30 days after the Subcontractor's work related to this Contract is satisfactorily completed or must return any retainage payments to those Subcontractors within 30 days after incremental acceptance of the Subcontractor's work by the recipient and Contractor's receipt of the partial retainage payment related to the Subcontractor's work.
- f. The Contractor must promptly notify the recipient whenever a DBE Subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Prompt Payment** – Applicability – All contracts except micro-purchases \$10,000 or less (except for construction contracts over \$2,000)

The prime Contractor agrees to pay each Subcontractor under this prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the prime Contract receives from the Recipient. The prime Contractor agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE Subcontracts.



**Incorporation of Federal Transit Administration (FTA) Terms** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding Contract provisions. All USDOT required Contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

## **Other Federal Requirements:**

**Full and Open Competition** - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications** - Apart from inconsistent requirements imposed by Federal statute or regulations; the Contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture** - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Access Requirements for Persons with Disabilities** - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation** - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress** - No members of, or delegates to, the US Congress shall be admitted to any share or part of this Contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors** - Any name appearing upon the Comptroller General's list of ineligible contractors for federally- assisted Contracts shall be ineligible to act as a Subcontractor for Contractor pursuant to this Contract. If Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this Contract.

**Other Contract Requirements** - To the extent not inconsistent with the foregoing Federal requirements, this Contract shall also include those standard clauses attached hereto and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance with Federal Regulations** - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so

comply shall constitute a material breach of this Contract.

**Real Property** - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures, and directives governing the acquisition, use, and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

**Access to Services for Persons with Limited English Proficiency** - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d one note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice** - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

**Environmental Protections** - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA, and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now, or that become effective in the future.

**Geographic Information and Related Spatial Data** - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Preference** - All project activities must be advertised without geographic preference (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects, and geographic based hiring preferences as proposes to be amended in 2 CFR Part 1201).

**Federal Single Audit Requirements** - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non-Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014, as applicable). Non-Federal entities that expend Federal awards from a single source may provide a program-specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO). Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than nine months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**Veterans Preference** - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made

available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over an equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **Safe Operation of Motor Vehicles**

Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third-party sub-agreement at each tier supported with federal assistance.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number** - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The CFDA number for the Federal Transit Administration** - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014, as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**Organizational Conflicts of Interest** - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third-Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements.

Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Additional Federal Requirements:****Disputes, Breaches, Defaults, and Litigation**

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 4. The County is including the notification requirement into this Third-Party Agreement and requires each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 4, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) Enforcement. The County will pursue its legal rights and remedies available under this Third-Party Agreement or any federal, state, or local law or regulation.

**Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of notary and SEAL: \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred,
    2. Suspended,
    3. Proposed for debarment,
    4. Declared ineligible,
    5. Voluntarily excluded, or
    6. Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or,
    3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with a commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower-tier contract or lower-tier Subcontract under its Project as a covered lower-tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,,
    2. Is for audit services, or,
    3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower-tier Contractor and Subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower-tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
    3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first-tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first-tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_



# Transit Development Plan

Executive Summary



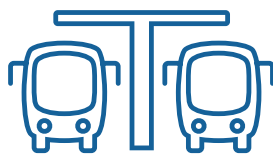




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*Did you know?*



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**Every \$1**

invested in public transit

generates

**\$5**

in local economic activity.

Gwinnett County TDP Vision:

Enhance **mobility for all**  
by providing the **right**  
**services in the right places.**

TDP Goals:

**Increase mobility options**  
for all Gwinnett residents.

**Improve access to mobility options**  
to connect people to more places, more jobs,  
and support economic development.

**Enhance the user's experience**  
by making transit easy to use, safe, and comfortable.

**Create vibrant multimodal places**  
that generate a variety of activities.

**Minimize environmental impact**  
by reducing cars on the road and  
using cleaner technology.

**Provide robust information**  
about mobility alternatives and their  
benefits to all residents.



# Transit Development Plan Overview

The purpose of the 2023 Transit Development Plan is to identify short- and long-range recommendations for Gwinnett County's transit system. The plan addresses the system as a whole and includes capital priorities, operational improvements, supporting infrastructure, vehicles, and technology.

The TDP comes at a critical time for the county given growth, demographic shifts, increasing congestion, ongoing construction, and large redevelopment opportunities. This TDP provides Gwinnett County with a fresh perspective and a new opportunity to demonstrate the impact of transit improvements on people's lives from the amount of time Gwinnettians spend commuting, to enhancing access to job opportunities and education, health and wellness, fostering economic development, and helping Gwinnett County thrive and be vibrantly connected.

# TDP PHASES

The TDP was a community led planning effort, grounded in continuous engagement.

The TDP was developed over the course of 18 months, between Summer 2022 and Fall 2023. The Gwinnett TDP was a community led planning effort, grounded in continuous engagement throughout the plan's development and backed by data-informed technical analyses. The Gwinnett Standard was our starting point to develop an Engagement Framework to guide public and stakeholder involvement and integrated communications efforts with Gwinnett's highly diverse community.

Foundational to the TDP's engagement philosophy was to **Educate, Inform, and Engage**. While engagement was continuous throughout the entire TDP development process, it was centered around three primary phases:

- Phase I was focused on involving the community in developing the plan's **Vision, Goals, and Priorities**.
- Phase II engaging the community in identifying **transit needs**, confirming where there are **gaps**, and vetting **preliminary strategies** to address those needs and gaps.
- Phase III was the culmination of the engagement efforts and focused on obtaining the communities feedback on **draft recommendations** and their relative priority.

Various techniques, venues, and approaches were used during each phase of engagement – both in-person and online

Over the course of the past 18 months, we heard from thousands of Gwinnettians and stakeholders about what was important to them when it comes to transit and the future of mobility in Gwinnett.



Input and comments received were largely positive, though there are some in Gwinnett who still may not favor major investment in transit or who are still on the fence. But in the end, the following are the key takeaways from our engagement efforts:



### Safety & Comfort

Residents desire a transit system that provides and prioritizes a comfortable, convenient, and safe experience.



### Balance

TDP should balance broadly serving more places sooner with providing premium service in key corridors.



### Microtransit

Across the board community support for community-focused mobility for all.



### Connectivity

Gwinnettians want to move throughout the county as well as reach important job centers and destinations.



### High-Capacity Corridors

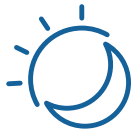
People are eager for innovative transit solutions that support economic development and provide an alternative to congestion.



### Land Use

Coordinated transit supportive land use will be critical to ensuring transit's success.

# WHAT GOES INTO GOOD TRANSIT SERVICE?



## Span

Running consistent service early enough in the morning and late enough at night to get you where and when you need to go.



## Speed

Knowing that you can get where you need to go in nearly the same time as you could by car.



## Amenities

Features that make riding transit convenient, such as shelters to avoid the rain, racks to lock up bikes, and mobile apps to determine when the next bus is coming.



## Reliability

A service that always arrives on time and equipment that performs consistently.



## Comfort

A clean and comfortable ride with easy and secure access.



## Frequency

Knowing that the service runs often enough so that you don't have to worry about long waits.



## Connectivity

Being able to get to the places you need to and want to go.



## Proximity

Having stops close to where you need to get on and off.

# WHAT ARE THE BENEFITS OF MULTIMODAL INVESTMENTS?

## Community

Connects the communities of the county with new travel options, encourages smart redevelopment that results in walkable mixed-use neighborhoods, and protects existing neighborhoods.

## Economic Prosperity

Promotes economic development, creates jobs, increases access to major employment centers and activity centers, and enhances economic diversity.

## Travel Options

Greatly expands travel choices for all residents and visitors and supports an efficient countywide transportation system that enhances regional connectivity.



**65%**

of Americans agree having public transit nearby is either very important or somewhat important when deciding where to live.<sup>1</sup>

**56%**

of Americans prefer mixed-use, walkable communities to conventional suburbs and having to drive. This is especially true for the oldest and youngest generations.<sup>2</sup>





---

**78%**  
of Gwinnett  
seniors currently  
lack any public  
transit access

## Challenges & Opportunities

Gwinnett County is made up of diverse and vibrant communities spread over 437 square miles. Each of these communities is a great place to live, work, and play. However, the county's future potential is stuck in gridlock. Today's lack of mobility options has had significant negative impacts on Gwinnett's residents and businesses. The county's population has few viable alternatives to using congested roads, leading to increased commute times and costs. With nearly 1.5 million residents expected by 2050, congestion will continue to worsen and Gwinnettians' commute times and costs will continue to increase.<sup>3</sup> To ensure that we can attract a vital mix of employment opportunities, dynamic and healthy communities, and cultural and entertainment attractions, the County and its cities, residents, and businesses must work together to improve mobility options for everyone.



Investing in multimodal transportation supports economic growth, a diverse employment base, and better access to jobs. This supports existing businesses and attracts new employers and the next generation of the County's workforce. As young people enter the workforce, they are looking for more choices for transportation than just single-occupancy vehicles.

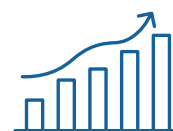
Given the existing conditions in Gwinnett County, there are numerous opportunities to expand transit.

- Only 11 percent of Gwinnett's residents are within one-quarter mile of a Ride Gwinnett bus stop.
- Less than one-quarter of all jobs in Gwinnett County are within one-quarter mile of a Ride Gwinnett stop.
- Large swaths of Gwinnett County are unserved by transit, but have the land use and density to support transit service.

Gwinnett County is transitioning to a younger population compared to the national average and is growing rapidly. The disconnected suburban context must offer residents and visitors a seamless, well-connected multimodal transportation system to overcome gridlock and unlock the promise of a vibrant community for the next generations.

The majority of new Gwinnett County residents were born in the 1990s and 2000s. Surveys reveal that these age groups prioritize expanding transportation alternatives and building more walkable communities.<sup>4</sup>

**Significant Growth:**



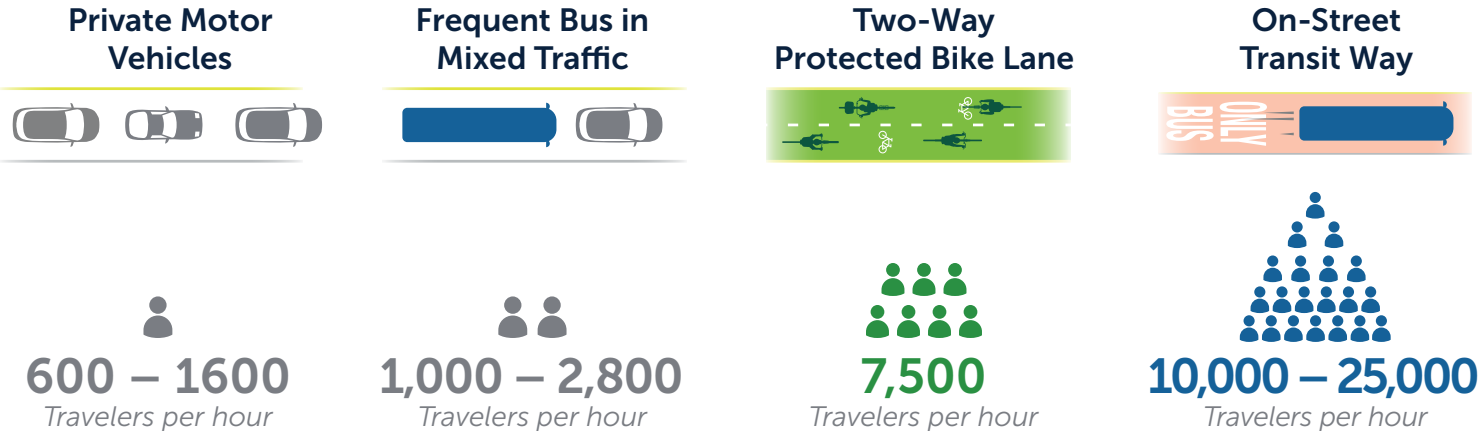
**1,029,880**  
2025 Projected Population.<sup>5</sup>

**>5x**  
growth since 1980.<sup>6</sup>

# An Alternative to Congestion

Dependable local bus and high-capacity transit options can provide reliable alternatives to roadway congestion. A balanced transportation system provides many kinds of travel options that are integrated with and complementary to our road networks. This could include bus rapid transit, high-frequency local buses, on-demand microtransit, more transfer centers, and increased and improved bicycle and pedestrian facilities.

## TRAVEL CAPACITY PER LANE BY MODE<sup>7</sup>



**\$9,797** per year  
estimated amount  
saved by individuals  
who shift from  
driving to transit.<sup>8</sup>

**24%**  
higher home  
values near public  
transportation than  
in other areas.<sup>9</sup>

**\$3.64**  
in cost savings  
from congestion  
reduction for every  
\$1 invested in  
transit in the Atlanta  
region, according to  
a 2020 study.<sup>10</sup>



## A MIX OF TRAVEL OPTIONS SUPPORTS GROWTH & QUALITY OF LIFE

The county needs a balanced transportation system that provides a sustainable foundation for economic growth and prosperity. One of the most effective ways to support economic growth is by increasing access to the county's activity centers, job centers, and education centers. The activity centers include employment, residential, educational, recreational and cultural uses, and retail activities. These centers must be served and connected by various travel options to support robust and diverse economic growth. These options will save people time and money, and they will improve connections to jobs and the activities we all take part of every day, such as shopping, dining out, running errands, going to school, and having fun.

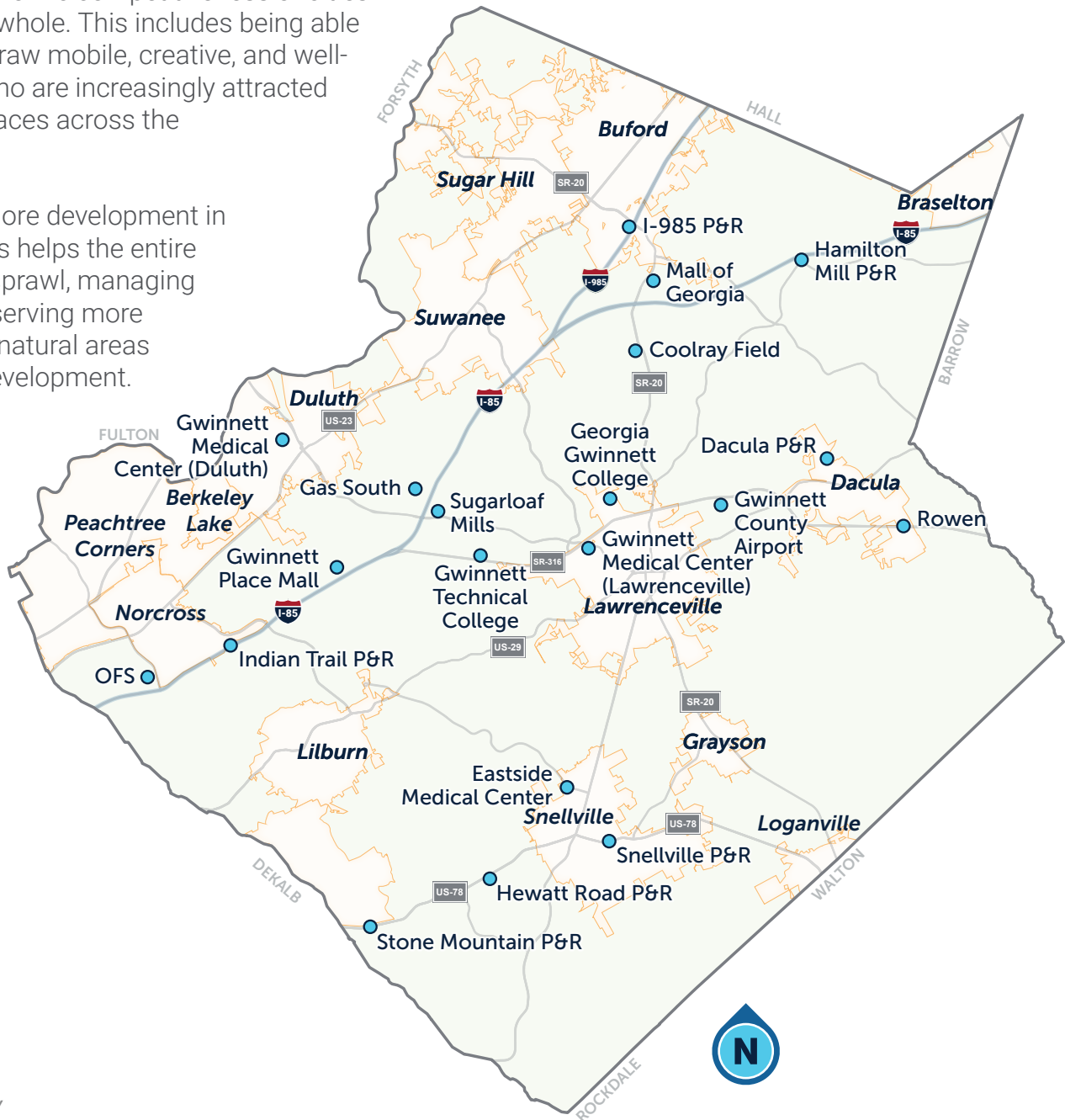
Residents of transit-oriented developments are **two to five times more likely to use transit** for commuting and non-work trips than others living in the same region.<sup>11</sup>



# SUPPORTING STRONG LOCAL DESTINATIONS

The county's downtowns, town centers, and main streets increasingly depend on transit. Land use, development, and transportation are inextricably linked. Transit uniquely helps to focus mixed-use development in core areas to create and sustain vibrant, attractive places. These compact centers of commerce create new spaces and opportunities to live, work, and play. This includes having access to transit, making fewer vehicle trips while also promoting vibrant street life. The TDP will link and promote the county's core business centers with enhanced and high-capacity transit options. Supporting these areas is essential for the economic competitiveness of cities and the county as a whole. This includes being able to more effectively draw mobile, creative, and well-educated workers who are increasingly attracted to walkable urban places across the United States.

Finally, supporting more development in the more urban areas helps the entire county by reducing sprawl, managing congestion, and preserving more suburban, rural, and natural areas from encroaching development.



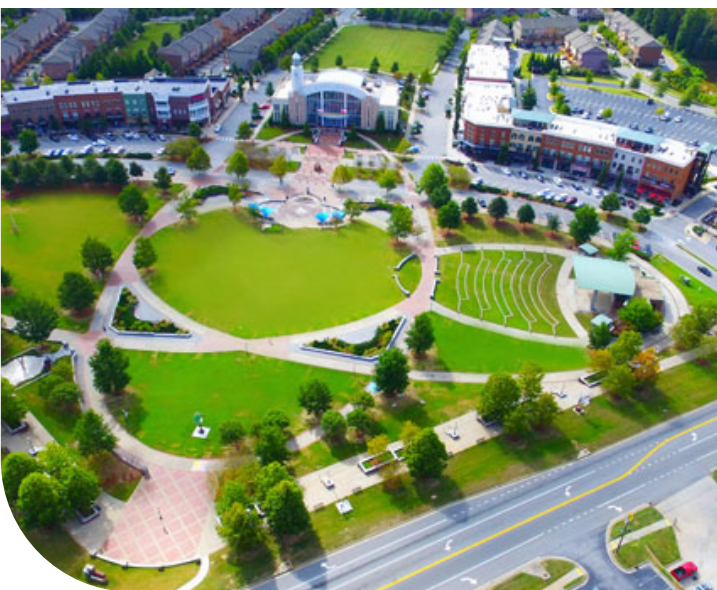
# CHOOSING THE RIGHT TRANSIT OPTIONS FOR THE COMMUNITY

There is no single mode of transportation that would solve the County's mobility challenges by itself. Regardless of where they live, people want to be connected with travel options that make sense to them. Suburban and rural areas that want to maintain that lifestyle should be protected and provided with transportation options that fit within the fabric of those communities. Areas that are suburban now, but are moving toward higher densities and redevelopment, should be given mobility options that match their growth.

If the TDP is implemented, transit will connect more suburban and rural communities of the county to jobs, shopping, education, and entertainment. These longer distance elements of the plan reduce the need for long car trips on congested roads. New transfer centers will allow people to connect to locations with high frequency bus options. New airport express bus service will take cars off the road and provide stress-free riding options to get to work or travel. New regional connections will provide a new alternative to using congested roads and intersections by connecting to nearby activity centers and regional transit options.



Rural, suburban, and redeveloping areas should be given mobility options that match their community needs and growth.



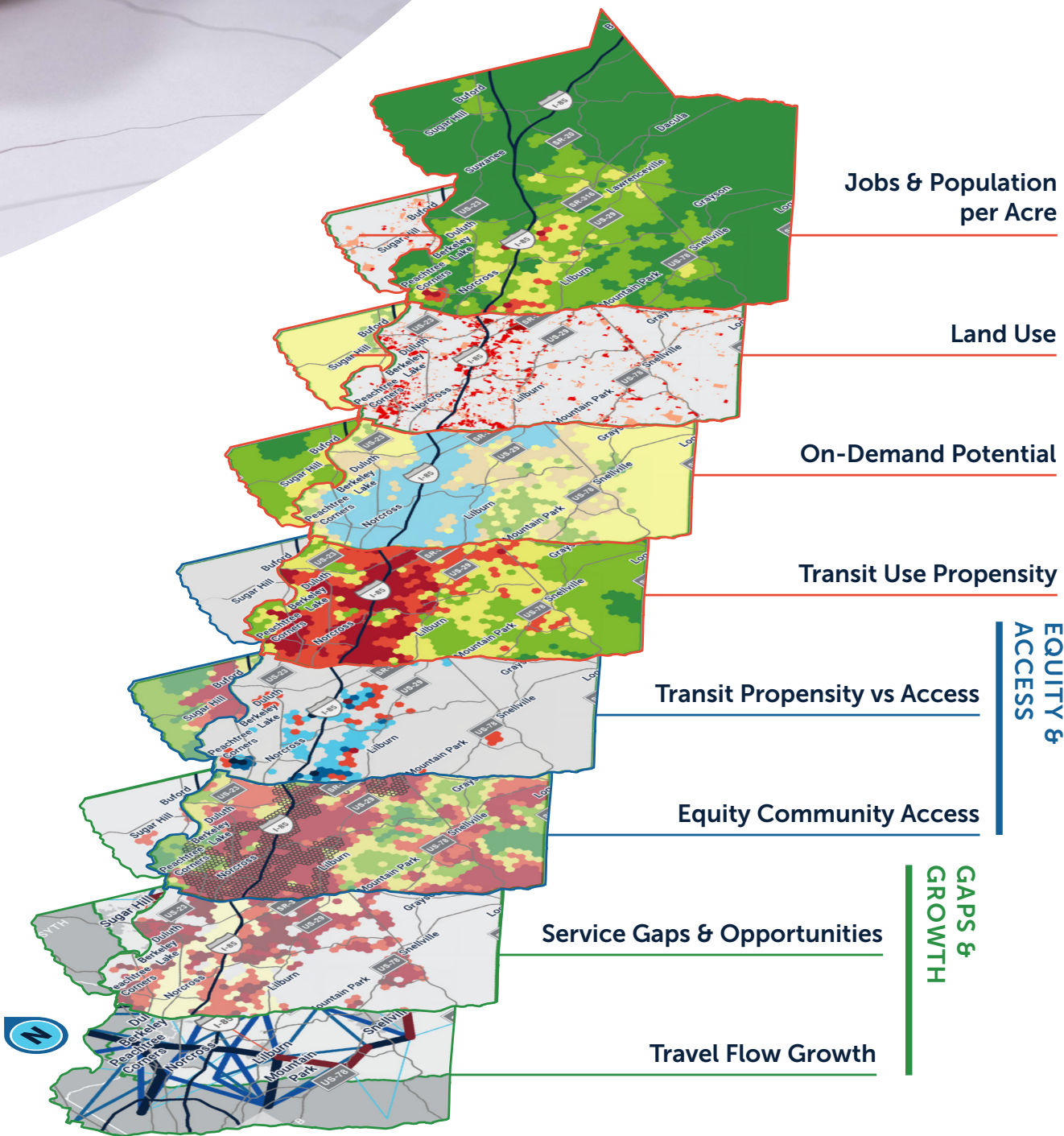


# A Data-Driven Process

The Gwinnett TDP was driven by robust public engagement and recent, relevant, reliable, and comprehensive data sources. Taking a rigorous data-driven approach, the TDP establishes a firm foundation for targeted, multimodal, countywide investments. The specific recommendations are built on key factors, including population, employment, income, age, car ownership, travel patterns, and the existing transportation network. Within the analysis, different factors are used to determine multimodal transportation needs across the region. The recommendations of the plan are based on data and maps developed for the TDP that illustrate:

- Where people live
- Where people work
- Where people with the greatest need for transit live
- Where there is ongoing construction and planned development
- Where our activity centers are located (town centers, hospitals, colleges, employment centers)
- Travel patterns across the region

**EXISTING CONDITIONS  
& PATTERNS**



**EQUITY &  
ACCESS**

**GAPS &  
GROWTH**

Taking the results of the multiple surveys and these data sources in comparison with services currently available in the region, the TDP identifies what transit improvements are needed and what can be enhanced and expanded to provide the service our communities and businesses have asked for and will most benefit from. The TDP is also closely coordinated with the Comprehensive Transportation Plan and Unified Plan to ensure that their recommendations support any future transit investments.



# UNDERSTANDING EXISTING CONDITIONS

Gwinnett County is rapidly growing, diversifying, and becoming more youthful.

**Economic activity and population density varies across the county** with the greatest concentration in the western corner extending to Lawrenceville. Areas with a lower concentration of residents and jobs appear in the surrounding eastern crescent of the county.

As people and jobs continue to locate in Gwinnett County, **addressing transportation challenges will play an important role** in supporting economic development and an exceptional quality of life.

---

**11%**  
of Gwinnett  
residents live within  
walking distance  
of current transit  
stops.

The current transit system provides transit service predominantly in the southwestern to central part of Gwinnett County. As a result, the rest of the county is not connected to the transit system.

Apart from commuter bus service that runs in interstate express lanes, most transit service mix with other traffic. Without dedicated lanes for transit and technology to move buses quickly through intersections, **customers will view transit as unreliable and slow.**

Additionally, where transit is provided, **service typically stops before 10:00 pm or is only offered Monday to Saturday making transit less convenient and less appealing** compared to other modes.

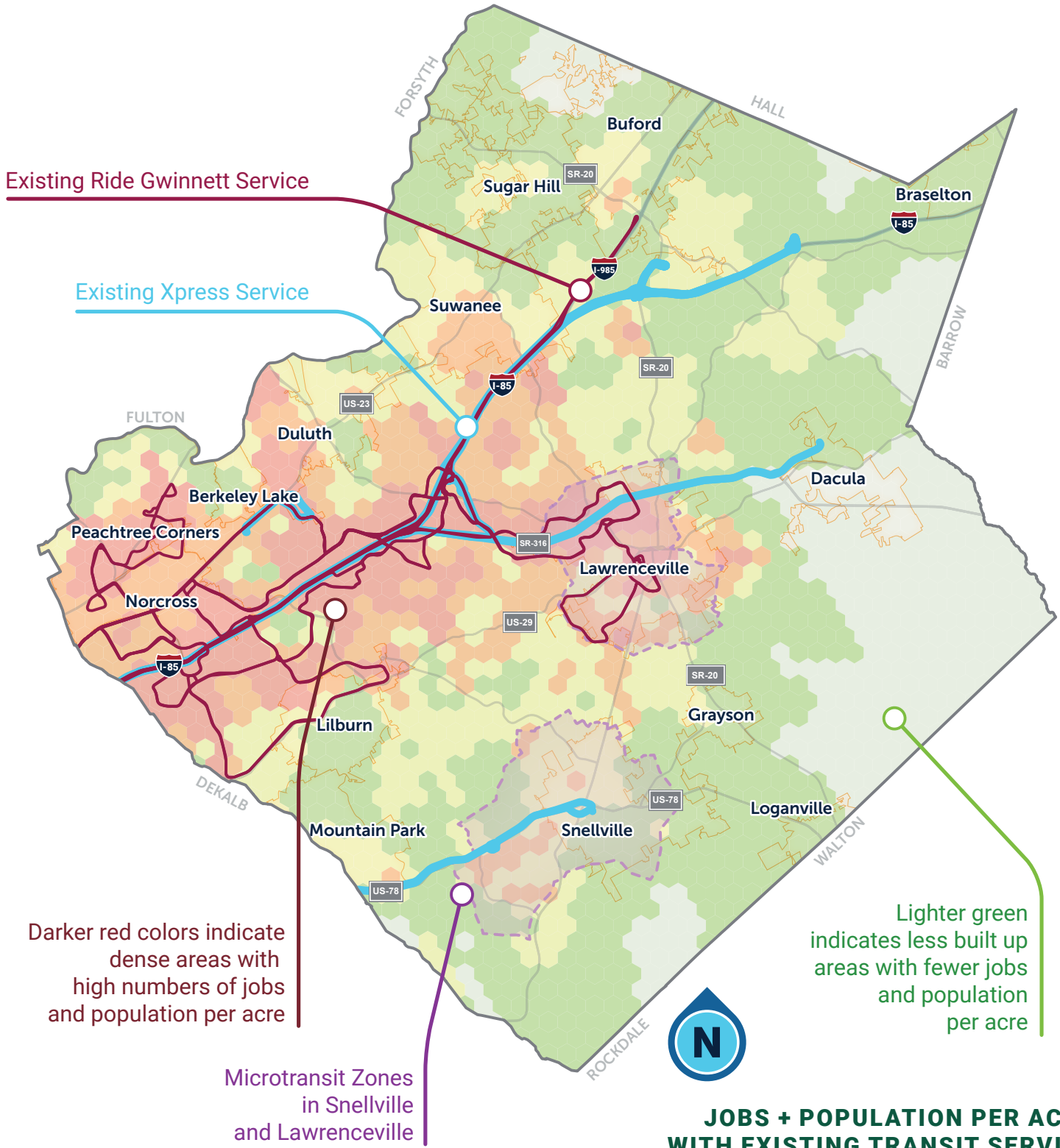
The demographics of Ride Gwinnett customers and of residents as a whole tell two different stories. Ride Gwinnett customers are significantly more likely to be under 35, low-income, Black, and non-car owners than the county's population overall.<sup>12</sup>

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**28%**  
of Gwinnett jobs  
are accessible by  
current transit.

Some other key findings:

- **More than one-quarter of riders are younger than 25.**
- **Most riders' income is between \$40,000 and \$50,000, and 59% of riders' income is below \$60,000. The median household income for the County is \$73,460.**
- **Twenty-nine percent of riders do not own a vehicle.**
- **Close to three-quarters of riders are employed full-time. Full-time college students account for 17 percent of riders.**
- **Fifteen percent of riders self-identify as Hispanic or Latino.**



There are critical gaps across the county where people who are likely to use transit live or where common destinations are that do not have access to the transit system.

## UNDERSTANDING GAPS AND NEEDS

Public transportation is most efficient and most effective when it connects population and activity centers. Places with a high density of residents and jobs that are unserved or underserved by fixed-route transit are considered to have a gap.

Only a minor subset of the county has both an underlying likelihood to use transit and access to existing transit service. There are critical gaps across the county where people who are likely to use transit live or where common destinations are that do not have access to the transit system. These gaps often neighbor areas with transit access, such as Peachtree Corners and Lilburn, suggesting that **transit is just out of reach for many, even those in the densest parts of the county.**

The limited geographic reach of Ride Gwinnett's existing network results in some areas with viable existing density to support fixed-route transit currently lacking that service.

Places include:

- Buford
- Duluth
- Eastern Lawrenceville
- Mountain Park
- Suwanee

Other unserved and underserved areas include the area located south of State Route 316 corridor and west of Lawrenceville and the area located south of US-78 and west of Snellville.

The vast majority of the county has a limited transit propensity and does not have access to transit, indicating fixed-route transit is not the most effective and efficient mode. **Without the right transit service, such as microtransit, forging connections to fixed-route service, these less dense areas are excluded from the economic, social, recreational, educational, and well-being opportunities transit offers.**





## WHAT WE HEARD

The following sections provide an overview of key takeaways gleaned from feedback received during the educate, inform, engage public outreach process of the TDP. The key takeaways are organized by theme to help organize the depth and breadth of feedback.

**Gwinnett residents are eager for enhanced transit service like microtransit and high-capacity corridors, improved local and regional connectivity, and accompanying infrastructure like sidewalks and passenger amenities that support a high-quality multimodal system.**



**+19.8%**  
population growth since 2010

**1,484,742**  
population forecast in 2050

Gwinnett County has experienced phenomenal growth since 1980, and is expected to grow by just over 500,000 residents by 2050.<sup>13</sup>



Microtransit is a flexible on-demand transit service.

## Microtransit

Gwinnett County residents, community members, stakeholders, and elected officials continue to express excitement and support for microtransit. Microtransit was repeatedly mentioned as a top desire by residents throughout the county. In response, the TDP recommends implementing microtransit service for the entire county within the first 10 years.

We heard a number of ideas and sentiments related to microtransit in Gwinnett County, including:

- Microtransit is a quick win that could be used to make the case for future investment.
- Microtransit will improve quality of life for persons with disabilities and allow for seniors to age in place.
- Microtransit zones should connect everyone to the destinations within their immediate community.
- Microtransit zones can connect residents to the broader network of transit options.



## Fixed Route Transit

There is a widespread understanding of the value of fixed-route transit by Gwinnett County residents and stakeholders when service is strategically located in higher density and propensity areas.

In particular, the following points were emphasized throughout the public engagement period:

- Avoid transfers and take a one-seat ride to major activity centers.
- Frequent, all-day fixed route service to attract more riders.
- Greater connectivity between nearby town centers and to future, planned developments.
- Consistent service pattern throughout the day to increase expectancy and avoid rider confusion.

These comments informed the fixed-route transit network recommendations. This is especially true for right-sizing recommendations where microtransit and high-capacity transit anchor the transit system and fixed-route transit supplements the two.

Fixed route transit is a regular bus with set routes and schedules.



## High-Capacity Transit

High-Capacity transit is a high-frequency service that operates in dedicated lanes.

**One significant finding from the engagement efforts was the considerable support for high-capacity corridors in Gwinnett County.** High-capacity corridors refer to transit routes that can accommodate a larger number of passengers moving greater distances quickly, such as bus rapid transit. Residents expressed a desire for these types of transit options to improve connectivity and reduce congestion on major roadways. Additionally, high-capacity corridors were seen as a way to provide more equitable access to transportation for all residents, regardless of income or location.

At a detailed level, there were three prominent themes:

- Strong support for BRT and other forms of rapid bus service with priority at intersections.
- Focus on enhanced customer experience at stations with premium amenities.
- Connect activity centers with each other and connect to rail.

**The engagement results indicate that Gwinnett County residents are eager for innovative and sustainable transit solutions that can meet the needs of a growing and diverse community.**

## What is Bus Rapid Transit?

Comfortable & modern facilities

Convenient boarding & payment

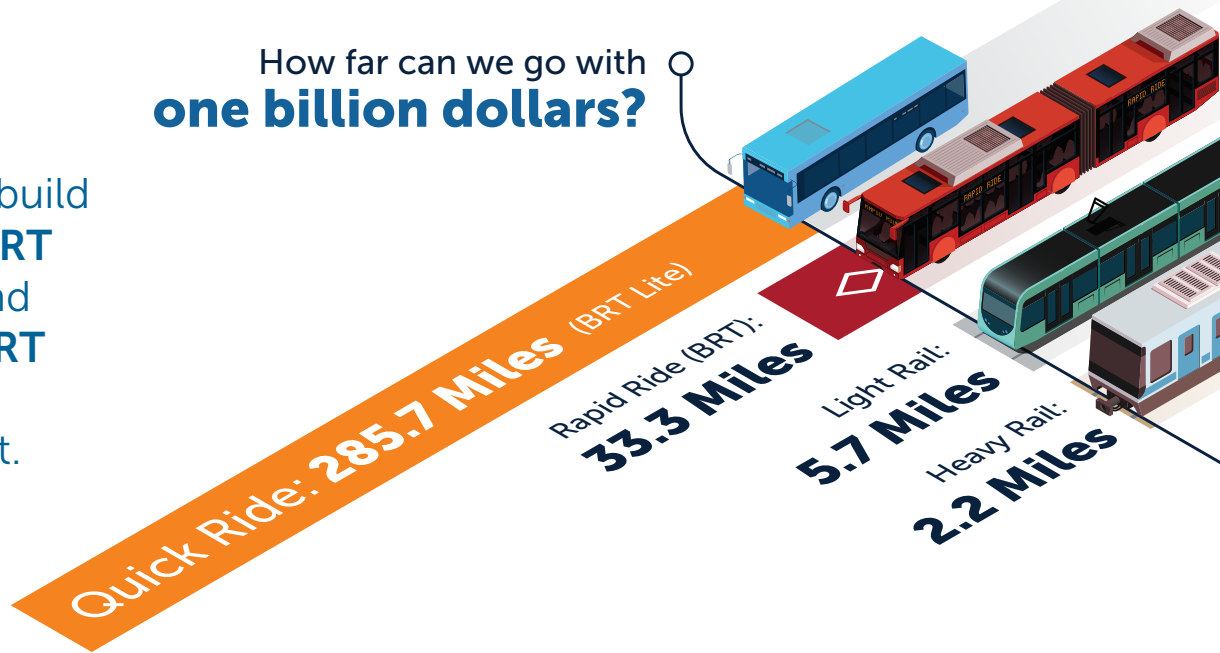
Dedicated lanes for faster trips

More space on board



## How far can we go with **one billion dollars?**

The County can build **six times more BRT than light-rail** and **15 times more BRT than heavy-rail** for the same cost.



### Airport Access

Airports are vital elements of a thriving and well-connected transportation system, unlocking tourism, the movement of goods, and economic potential. In the Atlanta region, more than 10,000 Gwinnett residents travel to Hartsfield-Jackson Atlanta International Airport every day for work or travel. As employees, residents are sensitive to travel time, travel costs, the availability of parking, and the cost of parking. As airline passengers, residents value convenient and reliable transportation over multi-stop services that might require a transfer or long walking distance with luggage. Gwinnett residents, whether employees at the airport or business or non-business travelers, want direct and comfortable access to the airport via transit that is cost- and time-competitive compared to driving a private vehicle.

**10,000**  
trips to and from  
**Hartsfield-Jackson**  
**Atlanta International**  
**Airport daily from**  
**Gwinnett County for**  
**travel or work.**







Households near public transit drive on average **4,400 fewer miles annually** than households with no access to public transit.<sup>15</sup>



**Required parking spaces can be reduced by 30 and 50 percent**, respectively, for office and retail development in transit-intensive areas.<sup>16</sup>

## Supporting Elements

Gwinnett County residents, community members, stakeholders, and elected officials all acknowledged transit service alone is not a silver bullet for solving the county's mobility challenges. Instead, they emphasized a robust toolkit of supporting elements, leveraging the full extent of technology and the built environment within and outside the roadway. Residents shared significant and recurring feedback, including:

- Implement transit-supportive land use policies and zoning to make transit successful.
- Encourage mixed-use development, higher densities, and a range of quality and affordable housing to support transit.
- Invest in more greenway trails and multimodal network to create healthier communities and improve first and last mile connectivity for all users.
- Upgrade and modernize passenger amenities to enhance customer experience and convenience.
- Ensure ADA compliance and accessible design for new transit infrastructure.
- Support development and exploration of connected vehicles, electric vehicle, autonomous vehicle technologies, and infrastructures.

# Benefits for Everyone

The Gwinnett County TDP benefits everyone by improving and increasing multimodal transportation services countywide. These benefits will transform travel options across the county. The TDP will help fix parts of our transportation system that are not working today, while also putting the county on a path to a more prosperous future. It makes transit a convenient alternative for a wider range of trips, allowing more people to avoid congested roads whether they use the expanded network or not.



**An alternative to congested roads**



**Reduced parking demands and congestion**



**Provide safer options than driving**



**Reduce transportation costs for all users**



**An alternative to building new roads**



**Improve mobility for non-drivers**



**Reduce dependency on oil and gas**



**Reduce transportation emissions**

# PLAN MODES



## Shared Ride

A flexible on-demand transit service (microtransit)



## County Ride

Regular bus with set routes and schedules



## Quick Ride

High-frequency service with bus priority improvements and enhanced stops



## Rapid Ride

High-capacity service with dedicated right-of-way and stations



## Airport Ride

Limited stop service to Hartsfield-Jackson Atlanta International Airport

# Recommendations

Gwinnett County, along with the Greater Atlanta Region, is growing and changing quickly. Given estimated growth rates since the last census, the county population may have already reached 1 million people in 2023. This includes a growing number of those under 40 and seniors. Thus, **planning for mobility is essentially charting a lifeline that not only connects Gwinnett to the region's core but improves local circulation and economic opportunity.**

Large developments are planned throughout the county that will impact jobs and travel behavior. As demographics continue to change, the transit system must be developed and adapt to meet these needs and create opportunity for a more sustainable transportation future.

---

**500+**  
miles of  
convenient and  
frequent fixed  
route transit

---

**7**  
days per  
week

In addition, connecting transit to existing job centers in Gwinnett, the transit recommendations illustrated in this TDP also connect future areas where growth is anticipated, including Rowen, Gwinnett Place Mall, OFS, and Gas South District among others. **Recommendations reflect growth of the transit system that is transformational and timed with development instead of reactionary.**

The complete TDP illustrated in the subsequent map represents an extraordinary expansion of a wide array of transit choices that will have a generational impact across the county.

Shared Ride (microtransit) will reach every corner of the county and provide access to a robust network of over 500 miles of convenient and frequent fixed route transit seven days per week (County, Quick, and Rapid Rides). **For the first time ever, Gwinnettians will be able to say that everyone in the county has access to transit, and every job and destination is reachable by transit.** All of the modes are connected by Transit Transfer Facilities that provide right-sized infrastructure and amenities to facilitate easy transfers among the various transit modes in inviting, safe, secure, and convenient locations.

The subsequent pages describe each mode in more detail and how they will individually meet the needs of existing and future residents, businesses, and visitors for every type of trip.

# PROPOSED SERVICE OVERVIEW DIAGRAM



Diagram not to scale.

## LEGEND

- County Ride: —
- Quick Ride: —
- Rapid Ride: —
- Airport Ride: —
- Shared Ride Coverage: —
- Transit Transfer Facilities:
- MARTA Rail:

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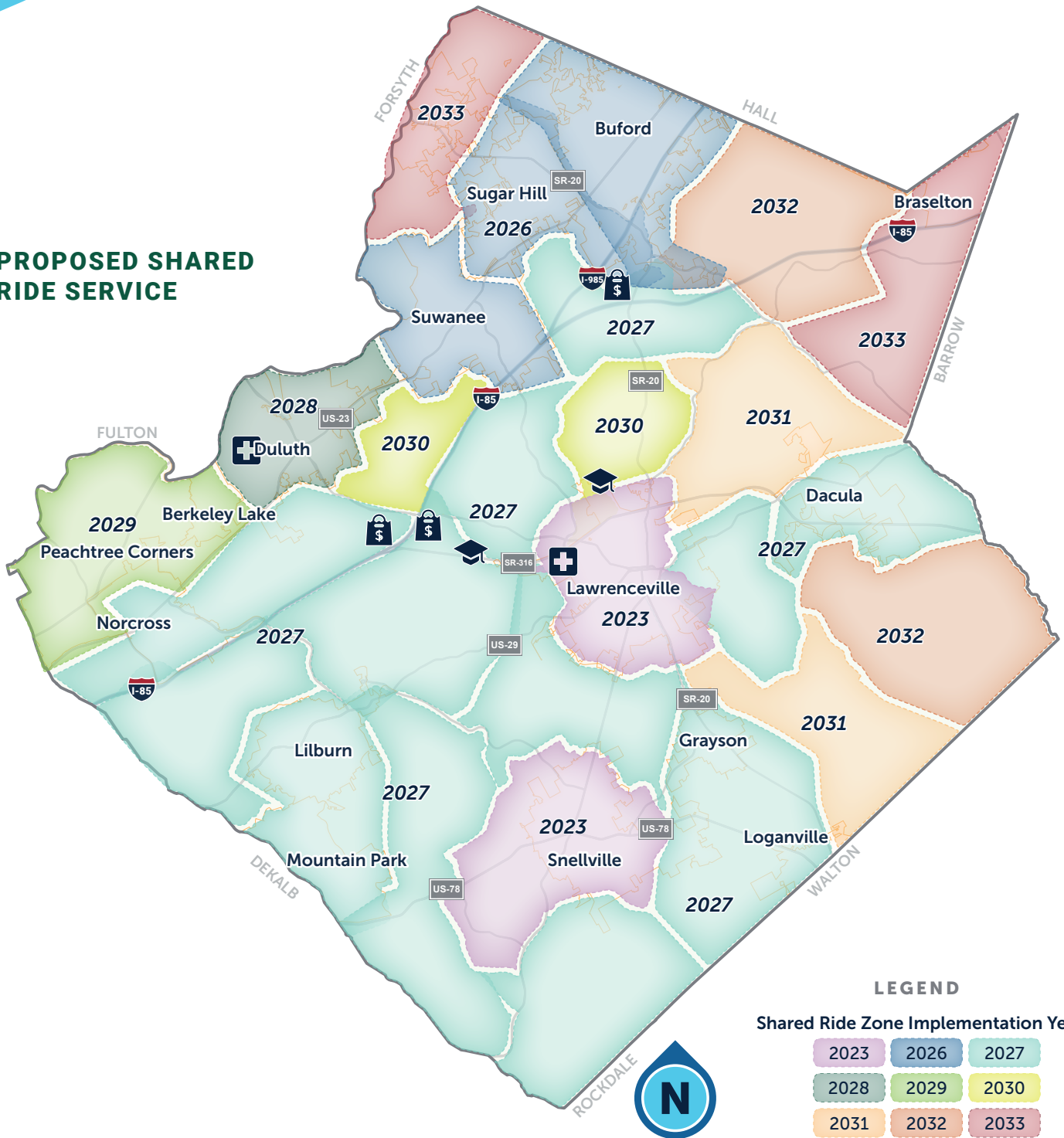
**27 Zones**  
in the first 10 years that cover  
100 percent of the county

## SHARED RIDE

Shared Ride, or microtransit, is a flexible on-demand service where riders can use an app to request and pay for their ride, allowing for flexible operations in less dense areas. This service will **operate 18 hours a day, seven days a week with a maximum average wait time of 20 minutes**. This service improves access and circulation for neighborhoods across the county and improves first-mile/last-mile access to fixed-route transit service.

Shared Ride zones will serve 100 percent of Gwinnett County by 2033, and over half of the county's land area will be served by a Shared Ride zone by 2027. Ride Gwinnett has already implemented two microtransit zones in Snellville and Lawrenceville. In 2026, three additional zones will begin service in Suwannee, Sugar Hill, and Buford. In 2027, 12 zones will begin service in key destinations like the Mall of Georgia, Sugarloaf Mills, Gwinnett Place Mall, Rowen, Stone Mountain, Centerville, and OFS. Between 2028 and 2033, 10 additional shared ride zones will begin service, with one launching in 2028, one in 2029, two in 2030, two in 2032, and two in 2033.

# PROPOSED SHARED RIDE SERVICE



## LEGEND

Shared Ride Zone Implementation Years:

|      |      |      |
|------|------|------|
| 2023 | 2026 | 2027 |
| 2028 | 2029 | 2030 |
| 2031 | 2032 | 2033 |



# 346 miles

of County Ride fixed route service in the first 10 years, operating every 30 minutes or less, seven days per week.

## COUNTY RIDE

County Ride transports passengers along routes with consistently spaced bus stops and a predictable schedule. County Ride service will **operate 12 to 18 hours a day, seven days a week with 15- to 30-minute headways**.

The proposed routes are designed to transport riders to and from important local destinations within Gwinnett County. Riders will be able to transfer to other County Ride routes or to Quick Ride, Rapid Ride, Airport Ride, and Shared Ride services.

Eighteen County Ride routes are planned for implementation between 2027 and 2043. In 2027, 11 County Ride routes will begin operations. Service on these routes help maintain existing transit connections provided by Ride Gwinnett's current service and begin to expand the reach of transit service in the county. In 2028, an additional route is implemented, providing service between Stone Mountain and Loganville. Two additional County Ride routes will begin service in 2030, providing connections between Suwanee and Gwinnett Transit Center and between Lawrenceville and the Mall of Georgia. In 2043, the remaining four County Ride services will begin operations, bringing fixed-route service to Dacula and additional service on Peachtree Industrial Boulevard.

**i** **Headways are the average time between scheduled trips on a route.**

# PROPOSED COUNTY RIDE SERVICE

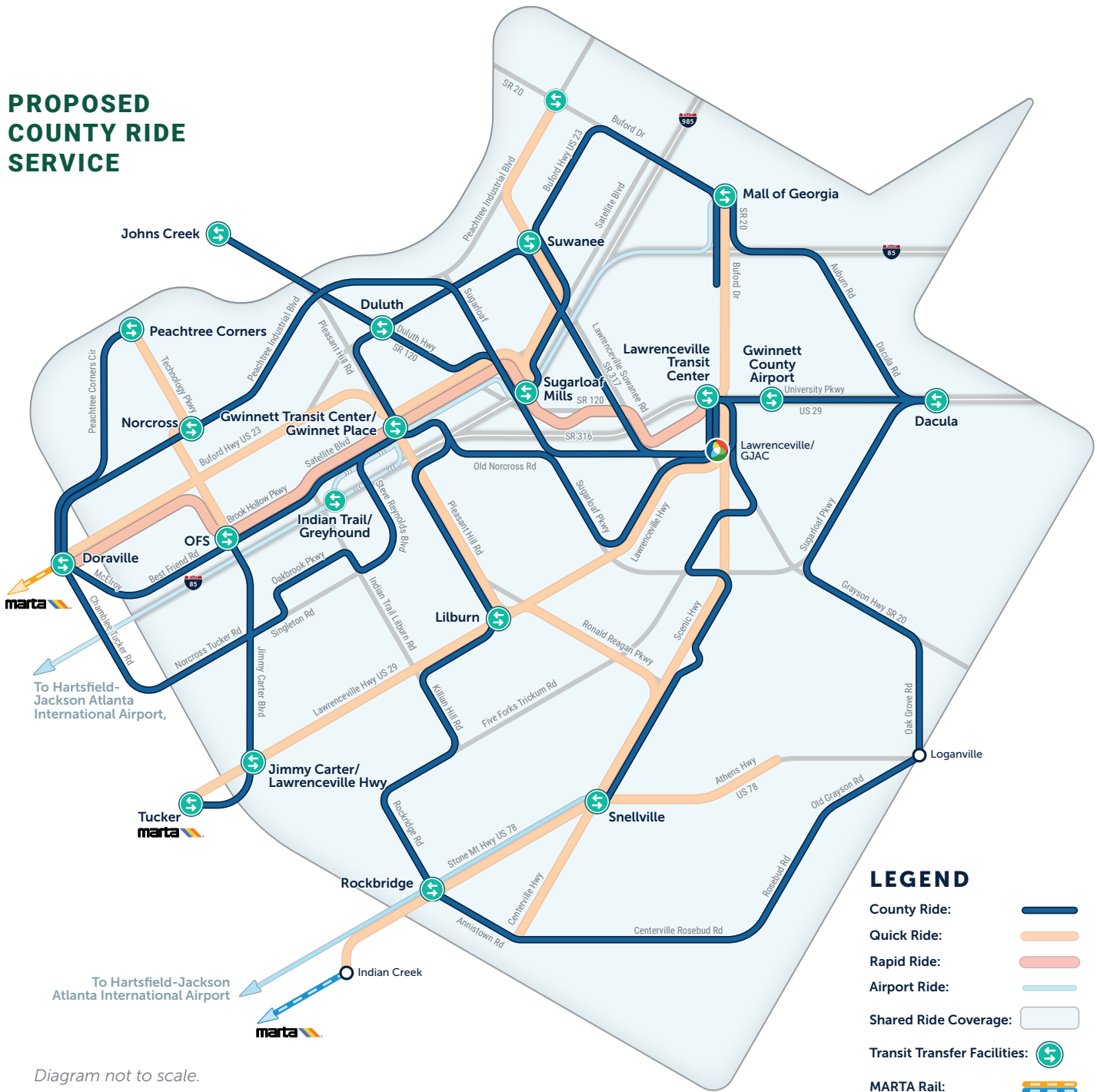


Diagram not to scale.

## LEGEND

- County Ride:
- Quick Ride:
- Rapid Ride:
- Airport Ride:
- Shared Ride Coverage:
- Transit Transfer Facilities:
- MARTA Rail:



---

# 115 miles

of Quick Ride  
bus rapid transit lite  
service in the  
first 10 years.

## QUICK RIDE

Quick Ride provides high-frequency service with bus priority improvements, such as transit signal priority, queue jumps, and enhanced stops. Quick Ride moves large numbers of people to their destinations quickly and efficiently.

**This service will operate 12- to 18- hours a day seven days a week with 15- to 20-minute headways.**

Eight Quick Ride routes are proposed for implementation, with all Quick Ride service implemented by 2036. In 2033, five Quick Ride routes will begin operations, providing high-frequency connections between Peachtree Corners and OFS, Gwinnett Place Mall and Snellville, Snellville and the Indian Creek MARTA station, Sugar Hill and Gwinnett Place Mall, and Sugarloaf Mills and the Doraville MARTA station. In 2035, an additional Quick Ride route will begin operations, providing service between Lawrenceville and Tucker. The remaining two Quick Ride Routes will begin operations in 2036, providing high-frequency connections between the Mall of Georgia and Lawrenceville and between Lawrenceville and Centerville.



## PROPOSED QUICK RIDE SERVICE



**LEGEND**

- County Ride:
- Quick Ride:
- Rapid Ride:
- Airport Ride:
- Shared Ride Coverage:
- Transit Transfer Facilities:
- MARTA Rail:

Diagram not to scale.



# 26 miles

of Rapid Ride  
rubber-tire rail  
service in the  
first 10 years.

## RAPID RIDE

Rapid Ride moves large numbers of people to their destinations quickly and with high frequency. This premium service will include features such as off-board fare payment, bus-only lanes, limited stops, queue jumps, and transit signal priority to increase travel speeds, decrease trip times, maintain reliability, and enhance the customer experience. **Rapid Ride service will operate 18 hours a day seven days a week with 10- to 15-minute headways.**

One Rapid Ride service is proposed in the plan, to begin in 2036. The Rapid Ride route will operate from Doraville MARTA station to the proposed Lawrenceville Transit Station. Along the route it will serve the following major activity centers: OSF, Gwinnett Place Mall, Gas South District, Sugarloaf Mills, Northside Hospital, Gwinnett Technical College, and Georgia Gwinnett College. The route will utilize Buford Highway, Jimmy Carter Boulevard, Satellite Boulevard, Sugarloaf Parkway, Duluth Highway, and Hurricane Shoals Road.



## PROPOSED RAPID RIDE SERVICE

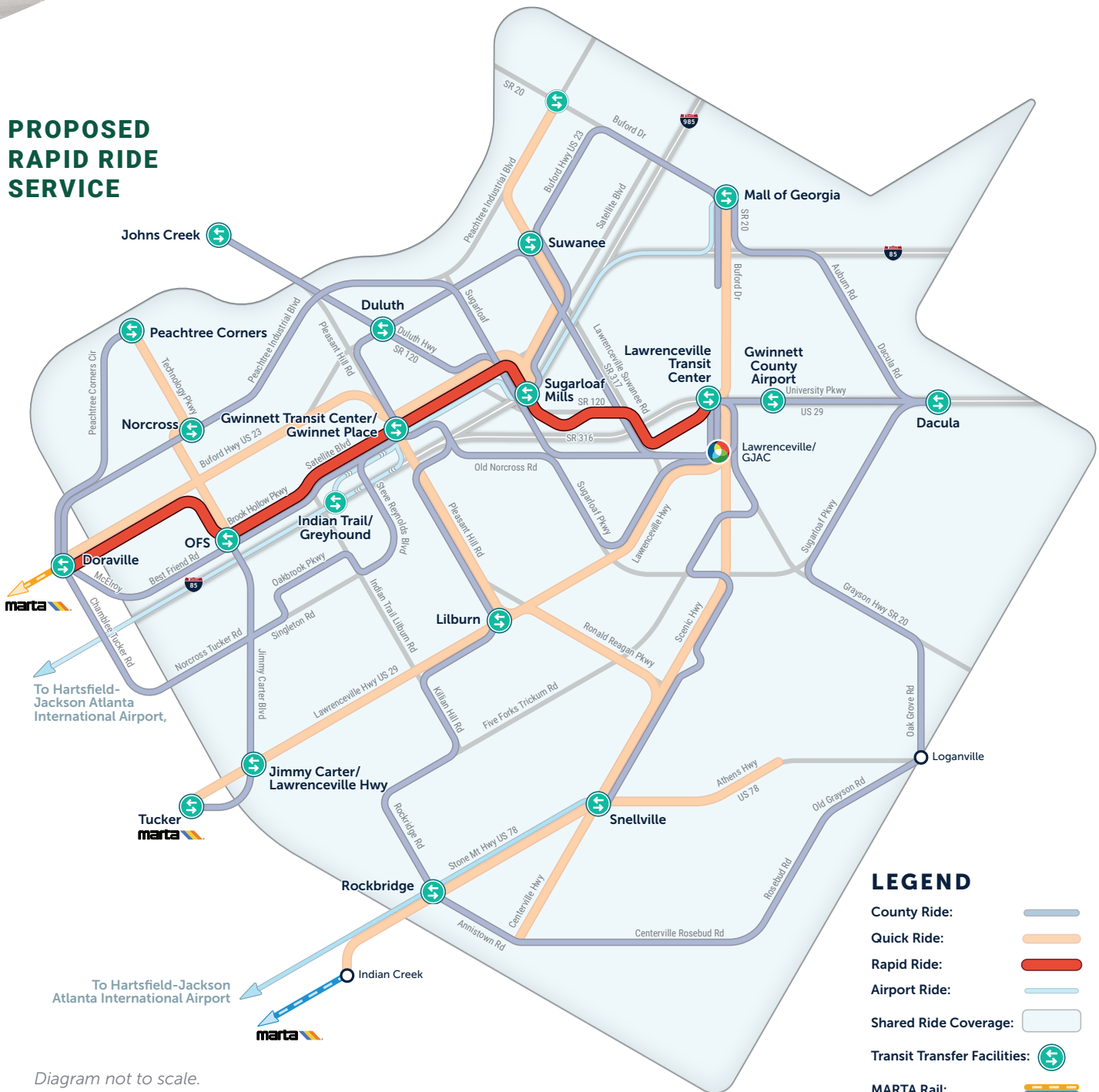


Diagram not to scale.

### LEGEND

- County Ride:
- Quick Ride:
- Rapid Ride:
- Airport Ride:
- Shared Ride Coverage:
- Transit Transfer Facilities:
- MARTA Rail:



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## 2

**Airport Connectors  
directly connecting  
Gwinnettians to  
jobs and global  
destinations in the  
first five years.**

## AIRPORT RIDE

Airport Ride provides longer haul service between destinations in Gwinnett County to the Hartsfield-Jackson Atlanta International Airport. These routes provide limited stops and all day service to the airport, a key destination in the region. **Airport ride service will operate 14 hours a day seven days per week with 60-minute headways.**

Two Airport Ride services will begin operation in 2027. One will operate between I-85 and I-985 between the I-985 Park and Ride Lot in Northern Gwinnett County and the Hartsfield-Jackson Atlanta International Airport. Another Airport Ride route will provide service between Snellville and the airport and operate along Stone Mountain Highway, Memorial Drive, and I-285.



## PROPOSED AIRPORT RIDE SERVICE



Diagram not to scale.





## TRANSIT TRANSFER FACILITIES

Transit transfer facilities are the primary points of confluence between routes and modes. Gwinnett residents recognized that customer experience and convenience are important in ensuring seamless travel and building a positive transit system identity. More specifically, residents offered the following feedback about the location and style of transit and transfer facilities:

- Leverage existing County assets to invest in transfer facilities.
- Strong support for transfer facilities that reflect the local community and integrate local art installations and themes.

### Small Transit Transfer Facility

Small TTFs are located at minor transfer points, facilitating connections between transit services.

#### Typical Amenities

- Bus shelters
- Real-time information
- Security cameras
- Lighting
- Benches



## Medium Transit Transfer Facility

Medium TTFS are larger facilities, typically located off-street, that can accommodate connections to multiple routes and, in some instances, multimodal transfers.

### Typical Amenities

- Bus loop and dedicated layover
- Bus shelters
- Real-time information
- Security cameras
- Lighting
- Benches
- Dedicated restroom facilities
- Part-time staffing to provide enhanced security and surveillance.



## Large Transit Transfer Facility

Large TTFS represent the most important transfer nodes within the entire regional transit system. Many of these facilities will provide connections between local bus and high-capacity transit services like light rail and bus rapid transit.

### Typical Amenities

- Off-road bus loop, bus bays, and layover areas
- Kiss and Ride and/or Park and Ride
- Bus shelters
- Real-time information
- Security cameras
- Lighting
- Benches
- Dedicated restroom facilities
- Indoor waiting areas
- Full-time staff presence to serve customers and provide an enhanced security presence.



Two large TTFs, one at **Gwinnett Place Mall** and one in **Lawrenceville**, are already under way. Gwinnett County was awarded a federal RAISE grant to build a new transit center at Gwinnett Place Mall.

## FIXED-ROUTE (COUNTY RIDE)

- Gwinnett Transit Center to Rowen (via Sugarloaf Pkwy)
- Gwinnett Transit Center to Hamilton Mill Park & Ride (via I-85/985)

## BRT/BRT LITE (QUICK OR RAPID RIDE)

- Sugar Hill to Sugarloaf (via Sugarloaf Pkwy and Peachtree Industrial Blvd)
- Norcross to Sugarloaf Mills (via Peachtree Industrial Blvd and Sugarloaf Pkwy)

## REGIONAL CONNECTORS\*

- Lawrenceville to Athens
- Peachtree Corners to Avalon and Wellstar Hospital
- Peachtree Corners to Perimeter Mall
- Peachtree Corners to Northside Hospital
- Indian Trail Park and Ride to Greater Tucker and Northlake Mall
- Snellville Park and Ride to Greater Tucker and Northlake Mall
- I-985 Park and Ride to Northside Hospital Forsyth
- I-985 Park and Ride to Hall County
- I-985 Park and Ride to Perimeter
- I-985 Park and Ride to Buckhead
- I-985 Park and Ride to Midtown
- I-985 Park and Ride to Downtown
- Snellville Park and Ride to Stonecrest Mall

*\*Regional Connectors would potentially operate 7 days per week every 30 minutes to connect Gwinnett to regional activity centers.*

## ASPIRATIONAL PLAN ADDITIONS

Available and anticipated funding will not cover the cost of all proposed recommendations in the TDP. Aside from the aspirational additional service, the remainder of the recommendations are financially constrained meaning the available and anticipated funding covers the expected capital and operating cost. Proposed recommendations that do not have funding identified at this time are considered aspirational until additional funding is identified.

The TDP takes a logical and strategic phased approach to implementing the entire transit network. The phases serve as a guide for proactively moving specific projects towards design, engineering, and construction. It does not preclude implementing aspirational projects on an opportunistic basis, where cost-efficiencies or new project partnerships become available, or enhancing other projects such as from a Quick Ride to a Rapid Ride.

# ASPIRATIONAL ADDITIONAL SERVICE



Diagram not to scale.

**LEGEND**

- County Ride: —
- Quick Ride: —
- Rapid Ride: —
- Airport Ride: —
- Regional Connectors: —
- Shared Ride Coverage:
- Transit Transfer Facilities: T
- MARTA Rail: — —



**100%**  
of people and jobs  
would be served by  
Shared Ride.



**187%**  
increase in the  
number of people  
living within  
1/4 mile of County  
Ride, or within  
1/2 mile of Quick  
or Rapid Ride.



**118%**  
increase in the  
number of jobs  
would be within  
1/4 mile of County  
Ride, or within  
1/2 mile of Quick  
or Rapid Ride.

## PLAN PERFORMANCE

This TDP reimagines transit from a transportation option available to select markets and select community members to a far-reaching mobility service for all. Shared Ride, County Ride, Quick Ride, Rapid Ride, and Airport Ride expressly focus on connecting people to the places they want to go and ensuring it is a trip they can make with confidence.

The previous focus of the County's transit service has largely centered on fixed-route services. However, with people and jobs spread out across great distances, the TDP proposes countywide microtransit and supporting elements in addition to fixed-route services to infill transit system connections and maximize the potential of less dense areas.

**800%**  
increase in weekday  
service

**1000%**  
increase in Saturday  
service and introduction  
of Sunday Service

### Increase in populations served by County, Quick, and Rapid Ride combined:



**+130%**  
of minorities



**+65%**  
of zero-car  
households



**+196%**  
of disabled  
people



**+100%**  
of low income  
households



**+159%**  
of youth



**+220%**  
of seniors

## Combined County, Quick, and Rapid Ride will provide access to:



**6**  
hospitals



**3**  
malls



Nearly all developments  
of regional impact (DRIs)



The majority  
of planned  
developments



**2**  
colleges



**6**  
Amazon  
facilities



**14**/<sub>16</sub>  
ARC activity centers in  
Gwinnett plus twelve  
more outside the county



**113%**  
increase in the  
number of people  
within a 1/2 mile of 15  
minute bus service.

# Options for Funding

A transformational shift in Gwinnett County's mobility funding model will be needed to implement the TDP recommendations over the next decade.



**County Property Tax**  
*Current Local Funding Model*



**County Sales Tax**  
(Transit SPLOST)  
*Proposed Local Funding Model*

Who Pays?

**Gwinnett County property owners**

- ✓ Residents
- ✓ Businesses

**Any consumer that purchases goods within Gwinnett County**

- ✓ Residents
- ✓ Businesses
- ✓ Non-Residents (Commuters, Tourists)

## What happens if we don't transform the County's mobility funding model?

Ride Gwinnett's existing transit system is predominantly funded by Gwinnett County property owners through the County General Fund, the federal government through federal formula funds and discretionary grants, and Ride Gwinnett customers through fares. This current funding model is commonly used by smaller transit providers in rural and exurban areas with little to no high capacity transit service. Using local general funds can present several drawbacks that can restrict a provider's ability to expand, including lower revenue potential, annual budget cycle uncertainty, lower annual growth rates, competition with other annual county needs, a high burden on property owners, and low political support to increase rates above existing levels.

If Ride Gwinnett continues to use the existing local funding model, Gwinnett County property owners will continue to shoulder the burden of operating Gwinnett County's existing transit services. The level of transit investment in future years will be significantly limited by the County's ability to increase General Fund subsidies above current levels.

## What happens if we do transform the County's mobility funding model?

The TDP proposes a transition away from annual property taxes towards a 1 percent dedicated sales tax – **the most common funding source used nationally for transportation**. This is also the most common funding source used for national transit providers in urban and dense suburban areas, especially those that are operating and/or implementing high capacity transit systems.

Compared to annual property taxes, a countywide sales tax would be paid by all consumers that purchase goods within Gwinnett County, shifting the burden away from Gwinnett County's property owners to all residents, businesses, and non-residents (commuters/tourists) that use the County's transportation network each day. This would capture an estimated **\$2.5 billion in new revenues from non-resident commuters and tourists** that is not collected for mobility today.

Compared to other types of taxes, sales taxes generally have higher revenue potential, annual stability/predictability, higher growth rates, can be dedicated to transit needs, and have higher political support to increase rates above existing levels. This more robust, dedicated revenue stream would be used to **leverage an estimated \$3.3 billion in new federal dollars** that would be used by Gwinnett County to invest in mobility, improve access, and generate economic development for Gwinnettians.

A potential Transit SPLOST would deliver countywide Shared Ride service, 115 miles of Quick Ride service, 26 miles of Rapid Ride service, 20 Transfer Centers, 2 Airport Ride connectors, and nearly 346 miles of County Ride service **within the first 10 years**.

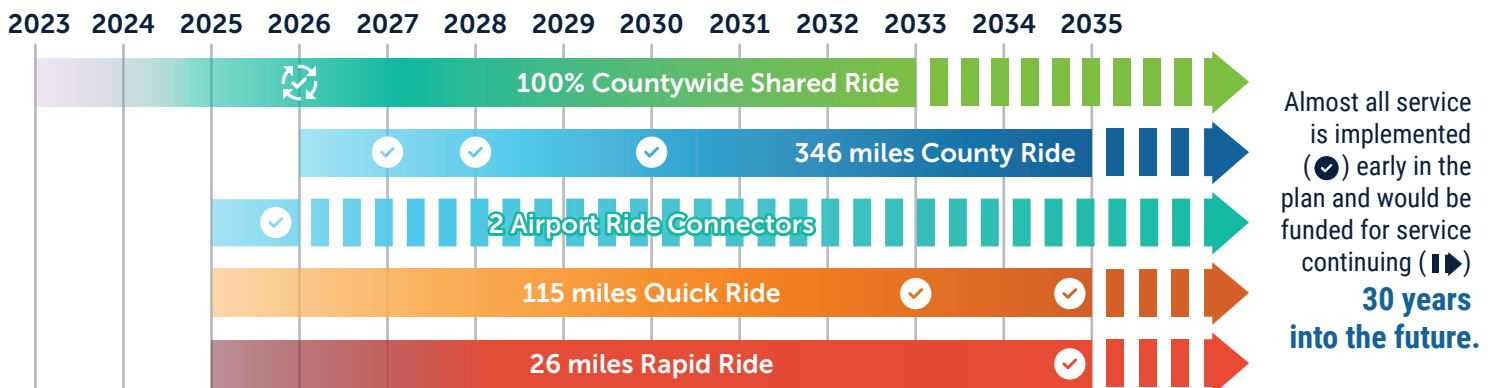
**\$2.5 billion** in new revenues from non-resident commuters and tourists that is not collected for mobility today.

The median Gwinnettian household would pay **\$180** per year.

Transitioning away from the property tax would free up an estimated **\$1.2 billion** in local property tax funds for other needs.

An estimated **302,600 jobs** would be supported or created by this countywide mobility investment.

## IMPLEMENTATION TIMELINE







# Where Are We Headed?

Today, Gwinnett County is at a crossroads. Our residents have voiced a desire for a more sustainable, multimodal, and effective transportation system. Investments in transit today will have a significant impact on our county tomorrow. From providing travel options for our aging population, to supporting our county's urban renaissance, a stronger multimodal transportation system is essential for meeting the future needs of Gwinnett County. It is up to us to respond to these needs by taking action that sets Gwinnett County on the right path for a brighter future.



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## 49%

of participants in a 2023 national survey report expanding public transportation to be a high or extremely high priority.<sup>17</sup>

Every **\$1 billion** spent on public transportation yields **\$2.9 billion** of added business sales volume.<sup>18</sup>

Gwinnett County's anticipated growth by 2050 is projected to:



Increase vehicle trips by

**+31%**



Decrease average speed by

**-7%**



Increase delay by

**+59%**

How will we prepare?<sup>19</sup>

With no changes...



...more time waiting in worsening congestion.

With transit investment...



...more time for and access to business and recreation.

## Endnotes

- 1 [https://cdn.nar.realtor/sites/default/files/documents/2023-community-and-transportation-preferences-survey-slides-06-20-2023.pdf?\\_gl=1\\*jfrz6i\\*\\_gcl\\_au\\*MTEwODM2NzA2Ni4xNjkyMjA0MDQ2](https://cdn.nar.realtor/sites/default/files/documents/2023-community-and-transportation-preferences-survey-slides-06-20-2023.pdf?_gl=1*jfrz6i*_gcl_au*MTEwODM2NzA2Ni4xNjkyMjA0MDQ2)
- 2 [https://cdn.nar.realtor/sites/default/files/documents/2023-community-and-transportation-preferences-survey-slides-06-20-2023.pdf?\\_gl=1\\*jfrz6i\\*\\_gcl\\_au\\*MTEwODM2NzA2Ni4xNjkyMjA0MDQ2](https://cdn.nar.realtor/sites/default/files/documents/2023-community-and-transportation-preferences-survey-slides-06-20-2023.pdf?_gl=1*jfrz6i*_gcl_au*MTEwODM2NzA2Ni4xNjkyMjA0MDQ2)
- 3 <https://atlantaregional.org/atlanta-region/county-profiles/gwinnett-county/>
- 4 [https://www.gwinnettcounty.com/static/departments/planning/unified\\_plan/2040\\_Plan/Chapter\\_2-Trends.pdf](https://www.gwinnettcounty.com/static/departments/planning/unified_plan/2040_Plan/Chapter_2-Trends.pdf)  
[https://cdn.nar.realtor/sites/default/files/documents/2023-community-and-transportation-preferences-survey-slides-06-20-2023.pdf?\\_gl=1\\*18otvj3\\*\\_gcl\\_au\\*MzAwNDkyOTc2LjE2ODk2OTYyNjU](https://cdn.nar.realtor/sites/default/files/documents/2023-community-and-transportation-preferences-survey-slides-06-20-2023.pdf?_gl=1*18otvj3*_gcl_au*MzAwNDkyOTc2LjE2ODk2OTYyNjU)
- 5 Population Division, U.S. Census Bureau
- 6 Governor's Office of Planning and Budget
- 7 <https://nacto.org/publication/transit-street-design-guide/introduction/why/designing-move-people/>
- 8 <https://www.apta.com/wp-content/uploads/APTA-Economic-Impact-Public-Transit-2020.pdf>
- 9 <https://www.apta.com/wp-content/uploads/The-Real-Estate-Mantra-Locate-Near-Public-Transportation.pdf>
- 10 <https://www.apta.com/wp-content/uploads/APTA-Economic-Impact-Public-Transit-2020.pdf>
- 11 Arrington and Cervero 2008, "TCRP 128: Effects of TOD on Housing, Parking and Travel," 2008
- 12 Atlanta Regional Commission 2019 On-Board Survey. Of the 42,046 respondents, 617 were from Ride Gwinnett. Results are weighted and for linked trips.
- 13 <https://atlantaregional.org/atlanta-region/county-profiles/gwinnett-county/>
- 14 <https://www.nar.realtor/sites/default/files/documents/2021-home-buyers-and-sellers-generational-trends-03-16-2021.pdf>
- 15 [http://www.apta.com/mediacenter/pressreleases/2008/Pages/080310\\_land\\_use.aspx](http://www.apta.com/mediacenter/pressreleases/2008/Pages/080310_land_use.aspx)
- 16 <http://www.apta.com/resources/reportsandpublications/Documents/congestion.pdf>
- 17 [https://cdn.nar.realtor/sites/default/files/documents/2023-community-and-transportation-preferences-survey-slides-06-20-2023.pdf?\\_gl=1\\*jfrz6i\\*\\_gcl\\_au\\*MTEwODM2NzA2Ni4xNjkyMjA0MDQ2](https://cdn.nar.realtor/sites/default/files/documents/2023-community-and-transportation-preferences-survey-slides-06-20-2023.pdf?_gl=1*jfrz6i*_gcl_au*MTEwODM2NzA2Ni4xNjkyMjA0MDQ2)
- 18 <https://www.apta.com/wp-content/uploads/APTA-Economic-Impact-Public-Transit-2020.pdf>
- 19 Atlanta Regional Commission, Activity Based Model. <https://atlantaregional.org/transportation-mobility/modeling/modeling/>

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- p47* Left: Hyosub Shin, The Atlanta Journal Constitution, [ajc.com](http://ajc.com)  
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