GWINNETT COUNTY PUBLIC LIBRARY

REQUEST FOR PROPOSALS
Advertising Agency Services
RFP # GCPL-2101

ISSUED August 17, 2021
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Request for Proposals to Provide Compensation Plan Evaluation Services

I. GENERAL PROJECT DESCRIPTION

A. Introduction

The Gwinnett County Public Library (“GCPL”, “Library”) will consider proposals from qualified advertising agencies to provide graphic design and advertising services in English and Spanish, and support the marketing strategy development plan.

1. Library Background

The Gwinnett County Library system was founded in 1935. Currently 15 facilities totaling 247,000 square feet are located throughout Gwinnett County. The library website offers the convenience of remote access, enabling customers to search for materials and information, access their library record, request or renew materials without driving to the library, and download music, videos, audiobooks and ebooks 24 hours/day, 7 days per week.

The Marketing and Communications Division is responsible for all communications and marketing activities for the library system, including branding, graphic design, advertising, media relations, web and content management, email marketing, and social media.

Mission: As an organization, Gwinnett County Public Library promotes lifelong learning and growth to meet the changing needs of its board, staff and community.

Vision: Gwinnett County Public Library provides resources and services that enrich and inspire our community.

Find more at gwinnettpl.org.

2. Jurisdiction and Funding

The Library is established under Chapter 62 of the Gwinnett County Code of Ordinances pursuant to the provisions of the Official Code of Georgia Annotated §
20-5-40 through 46 “County and Regional Libraries”. GCPL is governed by a five member Board of Trustees appointed by the four Gwinnett County Commissioners and Commission Chairman.

The Library receives approximately 87 percent of its budget from the County through a payment from the Community Service Department, with the remainder coming from State Grants (7%) and Library-generated revenue (6%). This funding supports ongoing Library operations. Library construction and maintenance are funded within the Gwinnett County annual capital outlay and operating budgets and all Library facilities are constructed, owned, and maintained by Gwinnett County.

B. Objective of this Request for Proposals

1. Project Description

GCPL is looking for an advertising agency that will support marketing activities for the library's programs, services, campaigns, and initiatives. This includes graphic design and advertising services in English and Spanish, and supports the marketing strategy development plan.

The Advertising Agency's work will include developing and executing projects, and strategic campaigns aligned with the Library's strategic plan. It will respond to the specific goals of building community awareness, and supporting the need to achieve diversity in the Library's programs and services.

The Advertising Agency will also support the development of GCPL's branding, and the action plan to promote and raise awareness of the world of possibilities that the system offers to the Gwinnett community.

2. Scope of Work, Services, Outcomes, and Deliverables

From December 1, 2021 until December 31, 2022, the scope of work will include, but not be limited to the following:

- Establish a marketing strategy development plan in conjunction with GCPL Marketing and Communications Division.
- Support marketing research activities as needed.
- Meet with the Marketing and Communications Division to discuss, create and finalize organic and paid campaigns and projects needed. A minimum of one hour meeting a week will be expected. Establish needs, objectives, goals,
schedules, and other details as required. Once approved, the Agency will execute under the supervision of the Director of Marketing and Communications.

- Create marketing and advertising materials in English and Spanish. Other languages, like Korean, Vietnamese, and Chinese might be needed.
- Present itemized budget per project.
- Services required in this contract will include:
  - Marketing strategy consulting services to support the establishment of the Library’s marketing strategy development plan.
  - Graphic design services to support the Library’s programs, services, events, and initiatives, including, but not limited to, graphics for social media, advertising including print, digital, and PSAs for radio and TV, website, and email marketing.
  - Create and execute organic and paid marketing and communications campaigns based on the timeline of activities and Library priorities. Starting with the development of a large awareness campaign in English and Spanish. The campaigns will need to be executed in new and traditional media as needed.
  - Continuous website maintenance, updates, and back-up.
  - Redesign of the current website.
  - Assisting with video creation and editing for projects and/or campaigns for promotional purposes as needed. These videos will be expected to be 59 seconds long or less, but not limited to this.

This contract will be managed by the Division Director of Marketing and Communications.

C. Schedule

The expected schedule for this RFP is listed below. If changes are made, vendors will be notified by GCPL in the form of an amendment to this RFP, and posted on the Gwinnett County Public Library website at https://www.gwinnettpl.org/rrp/

- On or about August 17, 2021 - Release of Request for Proposals
- On or about August 30, 2021 - Proposers’ written questions due by 3:00 p.m. ET
- On or about September 2, 2021 - Pre-Bid Conference 2:00-3:00 p.m. ET
- On or about Sept. 8th, 2021 - Library’s written responses to questions published
• On or about September 20, 2021 - Proposals due by 3:00 p.m. ET

• On or about September 23-30, 2021 - Proposals evaluated by Library’s Evaluation Committee

• On or about October 12 to October 15, 2021 - Interviews with finalist(s) conducted

• On or about October 18, 2021 - Notice of Intent to Award issued

• On or about October 18-22, 2021 - Negotiations and contract creation with finalist conducted

• On October 25, 2021 - Contract presented to Library Board of Trustees for approval

The Library reserves the right to revise these dates at its sole discretion based on unforeseen events or organizational requirements. Any revisions made will be published using the same sources and media as this RFP.

D. Pre-Bid Conference

On or about 2:00 p.m. ET September 2, 2021, Gwinnett County Public Library will hold a Pre-Bid Conference. A link to join the meeting via phone or virtually will be made available on the RFP website:

www.gwinnettpl.org/rfp

E. Questions

Proposers may submit written questions regarding this RFP via email, which the Library will respond to in writing via email, based on the dates set forth in the Schedule (above). The Library’s written email responses will be provided to all proposers who have submitted their email contact information to the Library.

Questions regarding this RFP should be sent via email directly to the Library’s contact person:

Jessica Fulks
Business Services Manager
jfulks@gwinnettpl.org

Email should include reference RFP # GCPL-2101 Advertising Agency

All questions and responses must be in writing; no verbal communications between a
proposer and Library staff regarding the substance of a pending RFP are permitted, and any verbal representations provided by Library staff are not binding on the Library.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Library’s contact person of such perceived error. Modifications to this RFP may be made by addenda, which then become part of this RFP.

II. SUBMISSION OF PROPOSALS

A. Proposal Length and Format

The intent of this RFP is to encourage prospective contractors to submit proposals which clearly communicate their understanding of the Library’s project requirements and the services it seeks. Proposals submitted in response to this RFP must follow the format outlined below.

1. Written Proposals

Proposals must be made in writing and signed by the proposer or its authorized representative. Proposals shall be limited in length to no more than 25 single-sided pages, excluding samples, photographs or graphic materials. Tabs should not be included.

Proposals should be prepared as simply as possible, and provide a straightforward, concise description of the proposed services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content.

All proposals received will become property of the Gwinnett County Public Library.

2. Submission, Copies and Due Date

Proposers must submit their proposal on a flash drive along with two (2) paper copies of their proposal in a sealed envelope marked “PROPOSAL FOR ADVERTISING AGENCY SERVICES” to:

Gwinnett County Public Library

Attn: Jessica Fulks
1001 Lawrenceville Highway
Lawrenceville, GA 30046

Proposals must be received by 3:00 pm ET on September 20, 2021

Late Proposals will not be accepted or considered. It is the responsibility of the proposer to ensure that the proposal arrives at the Gwinnett County Public Library prior to the date and time indicated.

3. Proposal Contents

For ease of review and to facilitate evaluation, the written proposals for this project should be organized and presented in the following order.

Section I - Organizational Information:

In this section, please provide background information regarding you or your organization, including:

i. Your full name (individual, partnership, corporation, etc.), mailing and email addresses, fax and primary telephone numbers;

ii. The name, mailing and email addresses, telephone and fax numbers of the representative(s) authorized to execute contracts for the proposer;

iii. The name, mailing and email addresses, telephone and fax numbers for the designated primary contact for day-to-day communications;

iv. If applicable, an organizational chart of the office that would provide services for the project;

v. Your business history, the number and types of professional staff you employ or otherwise engage, and the years of experience in fields related to the project; and

vi. Any other information regarding your organization that you believe would be relevant to the project.
Section II – Qualifications and Experience:

Please explain your and your staff’s qualifications and experience in this section, including:

i. Your qualifications and experience in the subject areas that are applicable to the project. Be specific in describing the depth of both you and your staff’s knowledge and experience (Experience with providing the requested services to local government clients and/or nonprofit organizations is strongly preferred);

ii. The type of services you are particularly qualified to perform;

iii. The names and qualifications of all key personnel who may be part of the team for this project, and their respective roles on the project;

iv. Resumes of the principal(s) and other key personnel who would provide or substantially assist in providing the requested services;

v. A reference list of at least three (3) current clients, (3) former clients, and all public sector clients for which you have provided services in the last 5 years, including the clients’ contact names and telephone numbers. (References for local government clients are preferred);

vi. A brief representative listing of similar projects completed in the past three (3) years and your responsibilities for those projects, as well as the responsibilities of other key personnel who would be part of the team on this project. (Experience with providing the requested services to local government clients is strongly preferred);

vii. Samples of two (2) or more final products prepared in the last three (3) years, and related client contact information (Reports prepared for local government clients are preferred);

viii. Disclose any lawsuit or any other type of proceeding (such as an arbitration) resulting from any job undertaken by you or your sub-contractors which is still pending or has occurred on projects within the last five years, and related details; and

xv. Any other information which might aid the Evaluation Committee in ascertaining
your qualifications and experience.

Section III - Project Approach and Work Schedule:

In this section, please explain your understanding of the RFP’s requirements and objectives regarding the project, and how you will satisfy them, including the following:

i. Provide a general outline of the work plan for accomplishing the specified goals;

ii. Describe your ability to complete the requested services in a timely manner;

iii. Describe information, documents, staff assistance, facilities or other resources you would require from the Library to complete your work, and identify any other critical assumptions upon which your work plan is based;

iv. Describe any challenges that you believe may be encountered and areas of concern that may need to be addressed;

v. In the event of any consulting team turnover, describe the replacement process; and

vi. Provide a statement regarding any conflict or potential conflict you or any of your key staff may have regarding provision of the proposed services to the Library. The statement should include actual conflicts and also any working relationships which may be perceived as a conflict. If no potential conflicts of interest are identified, please provide such an affirmation in your proposal.

Section IV - Cost of Service:

In this section, please disclose all expense types, rates, and charges to be assessed to the Library for the required services. The anticipated budget for this project ranges from $40,000-$60,000. All proposals must identify the following:

i. An estimated total cost or cost range for each phase of the Project.

ii. Costs for any materials or products, and expenses for which the consultant will request to be reimbursed;

iii. Hourly rate charges for additional services not included within the scope of routine services outlined in this RFP (such additional services would be undertaken only at the written request of the Library); and
iv. Any special services and/or benefits offered at no cost to the Library.

A fixed price cost for the project will be developed and agreed to during the negotiation and contract development phase of the solicitation.

Section V – Identification of Subcontractors:

Identify all subcontractors you intend to use for the proposed scope of work for the project. For each subcontractor listed, please indicate: (1) what products and/or services are to be supplied by that subcontractor; (2) what percentage of the overall scope of work that subcontractor will perform; and (3) qualifications of each subcontractor to perform the identified scope of work. All rates and costs associated with proposed subcontractors should be included in Section IV.

Section VI – Contract Terms:

Include a statement in the proposal acknowledging your willingness to accept all terms and provisions contained in the Sample Agreement (see Attachment A) or identify specific exceptions to the Sample Agreement. Any proposer taking exception to any provision in the Sample Agreement must also provide alternative language for those provisions. Please note that any exceptions or changes requested to the provisions of the Sample Agreement may constitute sufficient grounds to reject the proposal.

Failure to object to the provisions in the Sample Agreement in the proposal will be construed as acceptance of all terms and conditions contained therein.

Section VII – Additional Information:

Include any additional information you believe is pertinent to consideration of your proposal.

B. Proposal Duration and Contract Timing Requirements

All proposals will remain in effect and shall be legally binding for at least one hundred and twenty (120) days after the proposal submission due date. Unless otherwise authorized by the Library, the selected contractor will be expected to agree to a mutually acceptable contract with the Library for the services requested within fifteen (15) days of the Library’s issuance of the notice of intent to award. If
agreement on contract terms and conditions acceptable to the Library cannot be achieved within that time frame, or if it appears that an agreement will not be possible after reasonable negotiations have been conducted (as determined at the sole discretion of the Library), then the Library reserves the right to retract the notice of intent to award and proceed with awards to other consultants, or to withdraw this RFP.

C. Withdrawal and Submission of Modified Proposals

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or its authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

D. Confidentiality of Information Contained in Proposals

All proposals are subject to the provisions of The Official Code of Georgia Annotated § 15-18-70 et. seq. Georgia procurement law, however, provides that all proposals shall be treated as confidential documents until the selection and negotiation process has been completed. Once the Library has issued its notice of intent to award and the contract negotiations have been completed, all submitted proposals shall be deemed public records and become subject to public disclosure.

E. Disqualification or Rejection of Proposal

The Library may, at its sole discretion, disqualify or reject a proposal if it fails to furnish all information requested in this RFP, fails to follow the format requested in this RFP, or contains false, incomplete, misleading or unresponsive statements.

III. SELECTION PROCESS

A. Evaluation Committee to Review Proposals

The Library shall form an Evaluation Committee to review the content of all proposals submitted in response to this RFP. The Evaluation Committee may be composed of Library employees or officers, Board members, or persons outside of the Library. The Evaluation Committee shall review and evaluate all timely proposals based on the terms of this RFP, and shall make a recommendation for selection of a contractor to the Library Board. The Library Board is ultimately responsible for approving any contract to be awarded under this RFP, in its sole discretion.
Those Library employees who have a relationship with a person or business entity submitting a proposal shall not participate in the review or selection process. Any person or business entity submitting a proposal who has such a relationship with a Library employee who may be involved in the selection process shall advise the Library of the name of its employee in the proposal.

The Evaluation Committee may reject any or all proposals, or portions thereof, if it determines that it is in the Library’s best interests to do so.

B. Evaluation Criteria

Proposals may be evaluated using the following criteria (there is no value or ranking implied in the order of this list):

1. Demonstrated ability to perform the services described in the RFP;
2. Experience, qualifications, and expertise;
3. Quality and timeliness of work as verified by examples or references;
4. Fees and costs relative to the scope of services;
5. A demonstrated history of providing similar services to comparable entities;
6. Willingness to accept the Library’s contract terms in the Sample Agreement (Attachment A);
7. The business location(s) of the proposer; and
8. Any other factors the Evaluation Committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).

C. Defects in Proposals

An error in a proposal may cause the Evaluation Committee to reject that proposal; the Evaluation Committee may, however, in its sole discretion, retain the proposal and make certain corrections if the proposer’s intent is clearly established based on review of the complete proposal submitted. The Evaluation Committee may also correct obvious clerical errors.
D. Additional or Supplemental Information

The Evaluation Committee may, during the evaluation process, request any proposer to provide additional information which the Evaluation Committee deems necessary to evaluate the proposer’s ability to perform the required services. Such information shall be required to be provided in writing, and shall become part of the proposal on record.

E. Interviews

After initial screening, the Evaluation Committee may select those proposers deemed most qualified for this project for further evaluation. Interviews of those selected proposers may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

F. Selection of Proposals

The Library reserves the right to select the proposal(s) which in its sole judgment best meets its needs, and to award a contract to one or multiple qualified submittals. The lowest proposed cost is not the sole criterion for recommending contract award.

The Library also makes no guarantee of any or equal amounts of work for the project which is the subject of this RFP. Further, the Library is not responsible for any costs incurred in the preparation or submission of a proposal or any work performed prior to the execution of a contract.

IV. CONTRACT AWARD

A. Notice of Intent to Award Contract

Upon selecting a proposal, the Library will enter into contract negotiations with the chosen contractor. If such negotiations are unsuccessful, the Library will proceed to negotiate with the proposer who scored next highest in rank.

Upon successful completion of contract negotiations, all proposers who have submitted proposals in response to this RFP will be provided with notice as to the successful
contractor(s).

B. Contract Award

The Evaluation Committee will make a recommendation on awarding a contract to the Library Board of Trustees. No contract will be in effect until approved by the Board.

This RFP does not commit the Library to award a contract. The Library has absolute discretion in awarding a contract and reserves the right to waive informalities and irregularities in this RFP and/or the proposals received. The Library reserves the right to accept or reject any or all proposals or to modify or cancel this RFP in part or its entirety.
PROFESSIONAL SERVICES AGREEMENT

This Agreement dated as of ________________ (the “Effective Date”) is made by and between the Gwinnett County Public Library (hereinafter referred to as “Library”), and [name of Consultant], a [identify type of entity] authorized to conduct business in the State of Georgia (hereinafter referred to as “Consultant”), pursuant to the terms and conditions set forth below.

RECITALS

A. On [date], the Library issued a Request for Proposals for Compensation Plan Evaluation Services to be provided to the Library, a copy of which is attached as Exhibit A.1.

B. Consultant is duly qualified and experienced in providing Compensation Plan Evaluation Services for local governments, and responded to the Library's Request for Proposals, a copy of which is attached as Exhibit A.2.

C. Pursuant to a fair and impartial process, the Library selected Consultant to provide the Compensation Plan Evaluation Services set forth in Exhibits A through A.2.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant’s Specified Services. Consultant shall perform the services described in Exhibits A through A.2, attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”) and within the times or by the dates as provided for in the Scope of Work and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and the attached exhibits, the provisions in the body of this Agreement shall control; in the event of a conflict between Exhibit A and Exhibit A.2, the terms of Exhibit A
shall control.

1.2 Cooperation of the Parties. The parties shall cooperate with each other in the performance of all work under this Agreement.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. If Library determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Library, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Library to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

1.4.1 Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time the Library, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Library.

1.4.2 Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by the Library to be key personnel whose services were a material inducement to the Library to enter into this Agreement, and without whose services the Library would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of the Library.

1.4.3 In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the rates set forth on Exhibit B. Consultant shall
submit its bills in arrears on a monthly basis in a form approved by Library. The
bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours
devoted to the task(s); (iii) the hourly rate or rates of the persons performing the
task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any.
Reasonable expenses actually incurred shall be reimbursed at cost.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date
until [insert termination date], unless terminated earlier in accordance with the
provisions of Article 4, below.

4. Termination.

4.1 Termination without Cause. Notwithstanding any other provision of this
Agreement, at any time and without cause, the Library shall have the right, in its
sole discretion, to terminate this Agreement by giving seven (7) days written
notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement,
should Consultant fail to perform any of its obligations hereunder, within the time
and in the manner herein provided, or otherwise violate any of the terms of this
Agreement, the Commission may immediately terminate this Agreement by
giving Consultant written notice of such termination, stating the reason for
termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of
termination, Consultant, within 14 days following the date of termination, shall
deliver to the Library all materials and work product subject to Section 9.9 and
shall submit to the Library an invoice showing the services performed, hours
worked, and copies of receipts for reimbursable expenses up to the date of
termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by the Library,
Consultant shall be entitled to receive as full payment for all services
satisfactorily rendered hereunder; provided, however, that if the Library
terminates the Agreement for cause pursuant to Section 4.2, the Library shall
deduct from such amount the amount of damage, if any, sustained by Library by
virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Library Director has the authority to terminate this
Agreement on behalf of the Library.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Library (including its trustees, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant’s performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the Library based upon a claim relating to Consultant’s performance or obligations under this Agreement. This provision shall be interpreted broadly in favor of the Library, and Consultant’s obligations under this provision apply whether or not there is concurrent negligence on the Library’s part, but to the extent required by law, excluding liability due to the Library’s conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant’s authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, fire, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Director in a form approved by the Library's General Counsel. The Library must authorize all other
extra or changed work. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Library.


9.1 Standard of Care. Library has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all of its work shall be performed, and that its operations shall be conducted, in accordance with generally-accepted and applicable professional standards as well as all applicable federal, state, and local laws. Consultant represents that all of its officers, employees, agents, and subcontractors are properly licensed in the jurisdiction where the projects are located to provide the services required by this Agreement. It is understood that the Library's acceptance of Consultant's work shall not operate as a waiver or release of any of the provisions of this Agreement.

9.2 Status of Consultant. The parties intend for Consultant to perform services under this Agreement as an independent contractor, and further agree that: (a) Consultant is free from the control and direction of the Library in performing services under this Agreement; (b) the services to be performed under this Agreement are outside the usual course of the Library's business; and (c) Consultant is customarily engaged in an independently-established business of the same nature as the services to be performed under this Agreement. In the event the Library exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the Library harmless from any liability which it may incur to
the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case the Library is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish the Library with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to the Library for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed or engaged as a subcontractor. In addition, if requested to do so by the Library, Consultant shall complete and file, and shall require any other person doing work under this Agreement to complete and file, a Form 700 "Statement of Economic Interest" with the Library disclosing Consultant's or such other person's financial interests.

9.6 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 Assignment of Rights. Consultant assigns to Library all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to the Library in this Agreement, and to refrain from taking any action which would impair those rights. Consultant’s responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications
as Library may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Library. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission from the Library.

9.8 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (collectively, “documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of the Library. The Library shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to the Library all such documents, which have not already been provided to the Library in such form or format, as the Library deems appropriate. Such documents shall be and will remain the property of the Library without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of the Library.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this Article 10 limits the Library’s right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet,
or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments (“notices”) shall be made in writing and may be given by personal delivery, U.S. Mail, or courier service (such as Federal Express). Notices sent by mail, delivery or courier shall be addressed as follows:

FOR LIBRARY:

Charles Pace  
Executive Director  
Gwinnett County Public Library  
1001 Lawrenceville Highway  
Lawrenceville, GA 30046

FOR CONSULTANT:

[Insert]

When so addressed, notices shall be deemed given upon deposit in the U.S. Mail, or express mail service, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Any changes to the names and addresses for notice purposes shall be provided in writing.


13.1. Merger. This Agreement is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.2. No Waiver of Breach. The waiver by the parties of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such
term or promise, or any subsequent breach or promises contained in this Agreement.

13.3. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and the Library acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and the Library acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.5. Applicable Law. The law of Georgia shall govern this Contract. In case any dispute or controversy arises between the Consultant and the Regents, either party may exercise those legal remedies as may be available to them. The venue for any proceedings is herein agreed to be Gwinnett County, State of Georgia, unless otherwise specifically agreed. The Consultant shall carry on the services required under this Contract, and the Library shall continue to pay the Consultant for such services during any legal proceedings unless otherwise agreed by the Consultant and the Library in writing.

13.6. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

13.7. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.8 Compliance with Federal and State Work Authorization and Immigration Laws.
The Consultant and all subcontracted consultants must comply with all federal and state work authorization and immigration laws, and must certify compliance using the form set forth in Exhibit D attached hereto. The required certificates must be filed with the Using Agency and copies maintained by the Consultant as of the beginning date of this contract and each subcontract, supplier contract, or consultant contract, and upon final payment to the subconsultant. State officials, including officials of the Georgia Department of Audits and Accounts, officials of the Owner, retain the right to inspect and audit the Project Site and employment records of the Consultant and subconsultants without notice during normal working hours until Final Completion, and as otherwise specified by law and by Rules and Regulations of the Georgia Department of Audits and Accounts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CONSULTANT:

Dated: ________________, 2020 By:___________________________________________
[Name] [Title]

LIBRARY:

Dated: ________________, 2020 By:___________________________________________
Charles Pace
Executive Director
EXHIBIT A

SCOPE OF WORK

The Scope of Work for Consultant's services under this Agreement is set forth in the Library’s Request for Proposals (attached as Exhibit A.1), and the Consultant's Response (attached as Exhibit A.2), both of which are incorporated herein by this reference.
EXHIBIT A.1

Request for Proposals (attached)
EXHIBIT A.2

Consultant's Proposal (attached)
EXHIBIT B

FIXED PRICE AND PAYMENT TERMS

[Insert Price and Payment Terms]
EXHIBIT C

INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the Library through a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

The Library reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement (or failure to identify any insurance deficiency) shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain Workers Compensation insurance in the statutory amounts required. The Consultant shall file with the Library a certificate of insurance from an insurance company or agent licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.

2. General Liability Insurance

Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain professional liability insurance (errors and omissions insurance) applicable to the Services being performed. If there is no professional liability insurance product applicable to the services, the Consultant shall maintain a commercial general liability policy covering his Services. The Consultant shall file with the Library a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance in limits of not less than $1,000,000 per occurrence and $3,000,000 in aggregate. Consultant shall provide a certificate of insurance from an insurance company or agent licensed
to do business in the State of Georgia and copies of the additional insured endorsement naming Gwinnett County Public Library as an additional insured. Any deductibles and self-insurance retention may not be greater than $100,000.

3. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. The Library, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, the Library may purchase the required insurance, and without further notice to Consultant, the Library may deduct from sums due to Consultant any premium costs advanced by the Library for such insurance. These remedies shall be in addition to any other remedies available to the Library.
EXHIBIT D

Contractor Affidavit

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

By executing this affidavit, the undersigned contractor 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 on behalf of (Gwinnett County Public Library) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

____________________________________
Federal Work Authorization User Identification Number

____________________________________
Date of Authorization

____________________________________
Name of Contractor

____________________________________
Name of Project

_Gwinnett Co Public Library_________________
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), ______(state).

________________________________________
Signature of Authorized Officer or Agent

________________________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____________, 201__.

________________________________________
NOTARY PUBLIC

My Commission Expires:

_____________________________