REQUEST FOR PROPOSAL

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified firms for Provision of Public Safety Information Technology (IT) Solution Management Consulting Services for the Department of Information Technology Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 p.m. local time on April 27, 2017 at the Gwinnett County Financial Services – Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for 10:00 a.m. on April 05, 2017 at the Gwinnett County Purchasing Division, 75 Langley Drive – Second Floor, Lawrenceville, Georgia 30046. All consulting service providers are urged to attend. Questions regarding proposals should be directed to Terri Shirley, Purchasing Associate II at terri.shirley@gwinnettcounty.com or by calling 770-822-7788, no later than 3:00 p.m. on April 07, 2017. Proposals are legal and binding upon the bidder when submitted. One, unbound single-sided original, seven (7) copies, and one (1) electronic copy with a separate file for cost should be submitted.

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

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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

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

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

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

Terri Shirley
Purchasing Associate II

TS/jc

The following pages should be returned as part of your proposal:
- Proposal Fee Schedule, Page 10 (Separate Sealed Envelope)
- Company Information, Page 11
- Code of Ethics Affidavit, Page 22
- Contractor Affidavit, Page 23
- References, Pages 24 & 25
Introduction

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consulting firms to provide professional consulting services to assist the County in efforts to gather necessary requirements (business, technical, financial, etc.), create an RFP, assist with soliciting the RFP and managing the evaluation and selection process to enable the County to award a contract for a new Public Safety Solution that includes: Computer Aided Dispatch (CAD), Mobile CAD, Reports Management Systems (RMS), Mapping, Automated Reporting Systems (ARS), Evidence management (and or linking to existing Evidence tracking system), Electronic citations, Emergency Medical Dispatch, Automatic Vehicle Locator (AVL), and other replacement or integration with ancillary systems if deemed appropriate (i.e. alarm reduction, evidence barcoding, body-worn cameras, call logging, inventory management, training etc.).

Within 60 days from the signing of a contract with the successful firm (“Consulting Firm”), Gwinnett County expects an RFP to be ready for publication, such that qualified Public Safety Solution vendors can respond. Gwinnett County is committed to provide a single point of contact within IT for the successful firm to work with to ensure maximum and timely participation from all stakeholders – both business and technical.

Background and Current Public Safety Solution Ecosystem

Gwinnett County is located approximately 30 miles northeast of Atlanta, Georgia (USA). Created in 1818 by state legislature the County is named for Button Gwinnett, signer of the Declaration of Independence. For the past twenty years the County has been noted as one of America’s fastest growing counties. As of 2016, Gwinnett County has a population of approximately 920,000 and covers 437 square miles. There are sixteen municipalities within Gwinnett County.

The County provides a full range of services including police, fire, emergency dispatch, sheriff, water, sanitation services, planning and development, judicial and a variety of other services to both County and select city municipalities within its borders.

Currently Gwinnett County uses Tiburon software for Computer Aided Dispatch (version 2.6), Records Management Systems (version 7.9), and Automated Reporting System including mobile report writing. Additional critical components include the medical dispatch solution, fire management systems, mapping, Copperfire Reporting and links to numerous additional systems for items such as evidence management. In addition to the core applications there are approximately ten (10) interfaces to the CAD solution and three (3) to the Records Management system.

A recent assessment of the current system yielded considerable vulnerabilities and critical gaps in functionality, scalability, security and high availability. These issues were severe enough that an upgrade to a more current version was not possible. As a result, Gwinnett County is planning to create and issue an RFP for the complete Public Safety IT Solution. Below is a brief description of each primary system for which the County anticipates including in the RFP for the Public Safety IT Solution at a minimum.

<table>
<thead>
<tr>
<th>Primary System</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Aided Dispatch (CAD)</td>
<td>Application used by 911 Center to receive calls for service/create incidents to be sent to dispatch for dispatching police, fire and EMS</td>
</tr>
<tr>
<td>MobileCom</td>
<td>Mobile Computer Aided Dispatch (CAD) version for Mobile Data Terminals (MDT)</td>
</tr>
<tr>
<td>Records Management System (RMS)/ (ARS)</td>
<td>Application used as the final repository to store all Police reports and traffic citations. This application is what is searched against for all open records requests, police statistical reports etc.</td>
</tr>
<tr>
<td>TIPS (Tiburon Image Processing System)</td>
<td>Mugshot interface to Inform RMS</td>
</tr>
<tr>
<td>Web Query CAD/RMS</td>
<td>Search tool for users to access CAD/RMS data without the requirement of the full version on the machine being used for the access</td>
</tr>
<tr>
<td>Copperfire – Field Based Reporting (FBR)</td>
<td>Electronic Field Reporting used by Police and Sheriff Departments to file police reports</td>
</tr>
<tr>
<td>Fire Records Management</td>
<td>Application used to store as the final repository all Fire reports. This application is searched against for all open records requests</td>
</tr>
<tr>
<td>AVL (CAD and Mobile)</td>
<td>Automated Vehicle Location</td>
</tr>
<tr>
<td>RMS GCT</td>
<td>Geofile Conversion Tool for CAD to RMS Geo data</td>
</tr>
<tr>
<td>Maverick Mapping</td>
<td>Mapping Application used to import GIS data into the CAD system. Multiple uses throughout CAD</td>
</tr>
<tr>
<td>Mobile Map</td>
<td>Map application running in the field on Mobiles</td>
</tr>
<tr>
<td>Message Switch</td>
<td>Tied to CAD version</td>
</tr>
</tbody>
</table>
Below is a brief description of each interface/integration for which the County anticipates including in the RFP for the Public Safety IT Solution at a minimum. Other integrations may be added or considered should the public safety solution vendor have additional capabilities such as inventory management and training.

<table>
<thead>
<tr>
<th>Interface/Integration</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD to ESO Interface</td>
<td>Interface between CAD and ESO (ESO 3rd party product)</td>
</tr>
<tr>
<td>CAD to Fire Records Interface</td>
<td>Interface between CAD and Fire Records</td>
</tr>
<tr>
<td>CAD to RMS Interface</td>
<td>Interface between CAD and RMS Interface</td>
</tr>
<tr>
<td>CAD to Data Warehouse Interface</td>
<td>Interface between CAD and Data Warehouse</td>
</tr>
<tr>
<td>CAD to GCIC Interface</td>
<td>Interface between CAD and GCIC (state interface)</td>
</tr>
<tr>
<td>CAD to MobileCom Interface</td>
<td>Interface between CAD MobileCom</td>
</tr>
<tr>
<td>CAD to ARS Interface</td>
<td>Interface between CAD and ARS</td>
</tr>
<tr>
<td>CAD to CrimeView Interface</td>
<td>Interface between CAD and CrimeView (Omega)</td>
</tr>
<tr>
<td>CAD to ProQA Interface</td>
<td>Interface between CAD and ProQA</td>
</tr>
<tr>
<td>E-Citation to RMS Interface</td>
<td>Interface between E-Citations (3rd party) and RMS</td>
</tr>
<tr>
<td>Fire Records to FireView Interface</td>
<td>Interface between Fire Records and FireView (Omega)</td>
</tr>
<tr>
<td>CAD to ESO Interface</td>
<td>Interface between CAD and ESO (ESO 3rd party product)</td>
</tr>
<tr>
<td>Message Switch</td>
<td>Tied to CAD version</td>
</tr>
<tr>
<td>Copperfire to ARS</td>
<td>Interface between Copperfire and RMS/ARS</td>
</tr>
<tr>
<td>Coplogic</td>
<td>3rd party application allows citizens reporting interface to ARS/RMS</td>
</tr>
</tbody>
</table>

A graphical representation of all the existing systems that make up this Public Safety Solution, as well as additional systems within the total ecosystem can be found in Attachment A of this document.

**Relevant Other Gwinnett County Initiatives**

Within the same general timeframe that Gwinnett County is working on the Public Safety IT Solution replacement, there are several other projects that also affect either Public Safety or the infrastructure that supports the Public Safety Solution ecosystem taking place. These include, but are not limited to the selection and implementation of a body-worn camera program, a network upgrade, a telecommunications enhancement initiative, an alternative 911 Center and radio and mobile data unit replacement for Fire, Police, and Sheriff.

**Gwinnett County Public Safety Stakeholders**

Gwinnett County Public Safety (for purposes of this RFP) includes the following departments: (1) Police, (2) Fire, (3) Sheriff, (4) Courts and (5) Corrections.

**Gwinnett County Police** – The Gwinnett County Police Department is a nationally accredited and rapidly growing police agency located in the Northeastern quadrant of the Atlanta Metropolitan area. The Department currently has an authorized strength of 783 sworn officers supported by 321 civilian employees. The Department is organized into the Office of the Chief and four divisions: Administrative Services, Criminal Investigations, Uniform and Support Operations. This includes 95 communications users as well as officers, administrators, IT personnel and others that use the Public Safety Solution infrastructure. Gwinnett County E911 center is the primary PSAP (Public Safety Answering Point) in Gwinnett County. Gwinnett County answers all Gwinnett County 911 calls but only dispatches Law Enforcement for Gwinnett County PD, Sheriff, and Lilburn PD. Gwinnett County dispatches Fire/EMS for all jurisdictions in Gwinnett County except City of Loganville (which has their own Fire/EMS dept.). Currently Police have five precincts in addition to other facilities such as the E911 Center and training. A sixth precinct and Alternate E911 Center are being built in the near future.

**City Police** – There are currently nine (9) cities within Gwinnett County that operate their own police departments. Gwinnett County currently dispatches calls for one (1) of them.

**Gwinnett County Fire** – Gwinnett County Fire and Emergency Services provides fire protection and emergency medical services for a population of almost 920,000 people with a force of 898 superbly trained men and women who are proactive and citizen-oriented. Responding to more than 78,000 calls annually Gwinnett County Fire and Emergency Services operates 31 strategically placed fire stations that include 31 engine companies, 11 ladder trucks, and 29 advanced life-support medical units. In addition to providing basic fire and emergency services, trained teams are in place for technical rescue, hazardous materials, and swift water rescue situations. The department’s own Fire Academy provides training that extends beyond state requirements, and all firefighters receive further emergency medical training throughout their career. All
emergency response vehicles are staffed with EMTs and paramedics and carry essential medical equipment for advanced life support.

**Gwinnett County Sheriff** – The Department currently has an authorized strength of 555 sworn officers supported by 157 non-sworn employees. The Department is organized into six divisions: Administrative Services, Civil, Court Security, Field Operations, Jail, and Support Services.

**Gwinnett County Courts** – Though not direct users of the Public Safety Solution, Gwinnett County Courts receive the by-products of the Public Safety Solutions and are part of the Public Safety constituents for Gwinnett County. For purposes of this RFP, the District Attorney and Clerk of Court users are included below, but are currently outside the Public Safety Ecosystem; however there could be potential points of integration and system interfaces.

**Gwinnett County Corrections** – Though not direct users of the Public Safety Solution, Gwinnett County Corrections receive the by-products of the Public Safety Solutions and are part of the Public Safety constituents for Gwinnett County. For purposes of this RFP, Corrections is currently outside the Public Safety Ecosystem, but there could be potential points of integration and system interfaces.

**Current Users:**
Police: 783 sworn, 321 non-sworn
Fire: 898
Sheriff: 555 sworn, 157 non-sworn
District Attorney: 26
Solicitor: 32
IT: 15

**Proposal Submission Instructions**

**Specific Instructions**
The submitted proposal package should be responsive to the specific range of issues elaborated in this request. Submission of excessive “boiler plate” information, including sales brochures is discouraged. Consulting firms are requested to submit one (1) unbound original and only one (1) fee schedule in a separate envelope, seven (7) bound copies of the proposal package along with (1) CD or DVD containing the proposal package in Adobe PDF format without the fee schedule.

**Miscellaneous Requirements & Information**
Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

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

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

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

**Addenda & Opening of Proposals**
It is the ultimate responsibility of the proposer to ensure that they have all applicable addenda prior to proposal submission. Addenda will be posted on the website: [www.gwinnetcounty.com](http://www.gwinnetcounty.com). Receipt of addenda should be acknowledged in the proposal on the appropriate form provided in this solicitation or returned if requested. Only the names of the submitting companies will be read at the opening. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process.
All questions or request for additional information must be addressed to Terri Shirley, Purchasing Associate II, Gwinnett County Purchasing Division:

- E-mail: terri.shirley@gwinnettcounty.com
- Phone: 770-822-7788
- Fax: 770-822-8728 or 770-822-8735

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


b. Contractor Affidavit and Agreement (Submitted with proposal)

c. Executed Contract Signature pages

Failure to provide the above documents within ten (10) days after the Notice of Award or Intent to award may be just cause for the annulment of award. At the discretion of the County, the award may then be made to the next highest scoring responsible proposer.

Request for Clarification or Additional Information
Gwinnett County reserves the right to request clarification of information provided and to request additional information required to assist in the evaluation process at no additional cost to the County.

Gwinnett County reserves the right to reject all proposals, to negotiate changes in the scope of work or services to be provided, and to otherwise waive any technicalities.

Selection Procedure

Grading Criteria

The proposal package will be evaluated based on the each firm’s responsiveness to the criteria described below with criteria weighted as follows:

Consulting Firm Experience and Qualifications (Past verifiable Public Safety Solutions) 35 points
Firm’s past Public Safety solution verifiable experience and qualification specific to Public Service solutions and engagements of like size and complexity. This should also include an executive summary, Consulting Firm profile and qualifications.

Personnel and Staffing 10 points
Qualifications of staff performing the required work

Project Management 15 points
Demonstrate the ability to meet the Scope of Services within the required timeframes specified in the RFP. This will include the project schedule and understanding of the project and objectives.

Technical Knowledge 20 points
Depth, breadth, and quality of the Consulting Firm’s expertise, knowledge, and ability to meet the scope of work

References 10 points
Customer References

Fee Proposal 10 points
Cost Proposal (Sealed separately)

Total 100 points

Optional – Onsite Interviews 10 points
The selection committee may invite any number of the highest rated firms to participate in onsite interviews. All expenses related to the participation in the onsite interviews are the responsibility of the service provider with no obligation to the County. The decision to interview and the number of firms to interview is at the sole discretion of the selection committee

Potential TOTAL with Optional Interview 110 points

Step One: Evaluation Committee will evaluate responses according to Consulting Firm’s Experience and Qualifications, Personnel and Staffing, Project Management, Technical Knowledge and References, scoring and ranking the proposals. The Evaluation Committee may short list the highest ranking proposers, opening only the fee schedules of the firms making the short list.
Step Two: Fee proposals will be opened and scored and the results will be combined with the results of Step One scoring. After this scoring, a number of the highest ranking proposers may then be short listed. This would be at the discretion of the Evaluation Committee.

Step Three: At the discretion of the Evaluation Committee, presentations may be requested to offer a brief explanation of the firm’s services and how the firm proposes to provide these services for the County. All costs associated with the interview (if required) will be at the expense of the proposing firm. The proposals will be evaluated to select the firms that rate the highest according to the criteria as indicated. The selection of the awarded firm shall be the combined highest scores from all the evaluation criteria. The County reserves the right to negotiate with the selected firms for rates and concessions that are in the best interest of the County.

Project Format and Deliverables

Format

Firms should respond to each specification in a narrative format, unless otherwise specified. Responses to the RFP should include the following sections:

- Consulting Firm Profile and Qualifications
- Executive Summary
- Personnel and Staffing
- Project Management and Schedule
- Technical Knowledge
- References
- Fee Schedule (submit in a separate sealed envelope along with proposal document)

Note: Details regarding requirements that apply to each section of the response mentioned above are provided in the sections that follow.

Responses to the RFP may include additional sections to the required sections if the consulting firm believes these to be beneficial to further explain the services offered relative to this project.

Executive summary – Responses to the RFP should include a description of the highlights, features and distinguishing points of the response. Within this summary a list of individuals and their contact information for the response should be included.

Consulting Firm Experience and Qualifications – The response to the RFP should include the following regarding the Consulting firm’s profile:

1. Business Organization – the type of business the Consulting firm is registered as (i.e. LLC, Chapter S Corporation, etc.)
2. Length of time in business – include the date the business started and any name changes, mergers and acquisitions that have taken place since inception.
3. Locations – list headquarter and location information including numbers of employees at each location.
4. Customer base – the total number of public safety engagements and customers to date and number currently active on open projects broken down by state and jurisdictions.
6. Validated public safety experience – a description of the Consulting Firm including documentation that the Consulting Firm has experience within the last (5) five consecutive years with projects of the same types and complexity as outlined in this RFP.
7. Writing Experience – show evidence that the Consulting Firm has a minimum of (2) two years within the last (5) five years of documented experience in writing business and technical requirements and developing requests for proposals for CAD-RMS solutions for public safety agencies.
8. Requirements and gap analysis experience – provide evidence that the Consulting Firm has conducted, at a minimum, (2) two complete requirement and /or gap analyses for public-safety CAD and Multi-discipline Data Management requirement studies; where one of the requirements and/or gap analysis studies have been for a system of 2000 or more concurrent users.
9. Project management experience – provide evidence that the Consulting Firm has project management experience within the last (5) years in managing all phases of the project life cycle in implementing a public safety based CAD and/or Data Management systems.
10. Contract negotiation experience – provide evidence that the Consulting Firm has contract negotiation experience on behalf of public safety agencies with one (or more) projects of at least four million dollars ($4,000,000) in initial purchase value.
11. Subject matter expertise – a description of the Consulting Firm’s subject matter expertise in modern Public Safety Solutions including at a minimum each of the following:
A. ESRI geographic systems and geodatabase modeling
B. National Information Exchange Model ("NIEM"), specifically with the Global Justice XML Data Model (GJXDM)
C. Law Enforcement National Data Exchange (N-DEx)
D. Fire Incident Reporting System
E. Unified CAD (UCAD) terminology and Coding
F. National Crime Information Center (NCIC)
G. Next generation 911 (NG911) standards
H. Automated Secure Alarm Protocol (ASAP)
I. Master Street Addressing Guide (MSAG) and Automatic Location Information (ALI) data exchange
J. Electronic field based reporting as it pertains to portable computers such as laptops and tablets and mobile devices such as: PDAs, smart phones, etc.
K. Computer Aided Dispatch
L. Mobile Data Computing
M. Law Enforcement Records
N. Jail Management Records
O. Fire Department Records
P. Emergency Medical Services Records
Q. Geospatial/Geographic Information
R. Automatic Vehicle Locator (AVL)
S. Computer Information Systems
T. Mission Critical Data Administration Practices

12. Capacity – a description of the Consulting Firm’s capacity to meet the requirement including but not limited to the financial Capacity of the firm, size of relevant technical staff and the ability to meet the timelines outlined in this document.

For each project/engagement used to provide proof of experience the following shall be included:

- Size of project and jurisdiction
- Description of each project, including the project objective
- Breadth of services provided
- Role(s) of the Consulting Firm during the project
- Number of staff assigned to the project full and part time
- Timeline that includes the start and finish of project at a minimum
- Total project cost
- Any training or post implementation that was provided as part of the project
- Brief statement as to the firm’s adherence to the schedule and budget of the project

Personnel and Staffing – include profiles, bios and resumes for any and all personnel that will be working on the project should the Consulting Firm be chosen. Projected amount of time Consulting Firms will be spending at Gwinnett county facilities throughout the various stages of the project. Statement on how the Consulting Firm staff plan to communicate and engage throughout the project (i.e. web conferencing hosted by Consulting Firm, Skype, etc.).

Deliverables

Project Timeline Assurance (Project Management) - Responses to the RFP should include a projected timeline with milestones that will meet Gwinnett County’s overall timeline as indicated below:

- Consulting Firm will have 60 days from contract being finalized to have an RFP ready to publish for the Public Safety Solution for Gwinnett County.
- Consulting Firm (if chosen to further assist with the solicitation and selection process) will be able to support selection.

This should include specifics on number of staff needed and time to complete each phase. If firm chooses to include additional services such as implementation and training support post Public Safety Solution vendor selection then those projected timelines should also be included in the response.

Gwinnett County Strategic and Project Goals (Project Management) – Responses to the RFP should include explanation as to how the Consulting Firm will understand Gwinnett County Public Safety and IT’s strategic plan, goals and objectives.

Consulting Scope (Technical Knowledge) – Responses to the RFP should include a description of the proposed services that the Consulting Firm will offer to ensure Gwinnett County Government has a comprehensive RFP ready for publication for a new Public Safety IT Solution that includes, but is not limited to Computer Aided Dispatch (CAD), Mobile CAD, Reports Management Systems (RMS), Mapping, Automated Reporting Systems (ARS), Evidence management (and or linking to existing Evidence tracking system),
Electronic citations, Emergency Medical Dispatch, Automatic Vehicle Locator (AVL), inventory management, training and other replacement or integration with ancillary systems if deemed appropriate (IE Alarm Reduction, evidence barcoding, body-worn cameras, call logging, Jail Management System).

**Consulting Phases/Services Breakdown (Technical Knowledge) - Responses to the RFP should include** a description of the proposed Consulting engagement broken down by the service categories/phases listed below (at a minimum) Pricing (sealed separately) should reflect distinct costs associated with each element/phase of this work such that Gwinnett County can select to engage the Consulting Firm in each phase individually, in part or in total.

- Perform E911 business and technology analysis
- Gather requirements (business, technical and financial)
- Create an RFP
- Assist in the RFP solicitation & management processes
- Assist in the RFP evaluation processes
- Implementation of new Public Safety Solution

**E911 Process Analysis (Technical Knowledge) – Responses to the RFP should include an** explanation as to how the successful firm will conduct and deliver a business and technology analysis of current E911 services and solution components. This analysis should include, but not be limited to:

- An assessment of the current processes and systems against “best in class” processes and systems for jurisdictions of the same size and complexity. Description and gap analysis.
- Recommendations of requirements for process and technology changes to not only fill any gap, but also position Gwinnett County to provide leading edge E911 services to its citizens. Recommendations should include both quantitative and qualitative information to support the recommendations, as well as anticipated time and cost to achieve the recommendations.

Note: Cost and time associated with providing this analysis should be called out in the pricing schedule so it can be treated as a separate phase from other components such as Requirements Gathering, RFP Creation, RFP Solicitation Support, etc.

**Discovery & Requirements Gathering – Responses to the RFP should include explanation as to how the Consulting Firm will conduct discovery, process analysis and requirements gathering and inclusion in the final RFP for a Public Safety IT Solution.**

**Stakeholder Involvement – Responses to the RFP should include explanation as to how the Consulting Firm will incorporate representation of all stakeholder groups in the RFP development. Include best practices and methodology that will be applied and what are the critical stakeholders to have represented in this type of RFP development for Public Safety Solution.**

**Innovative Technologies – Responses to the RFP should include explanation as to how the Consulting Firm will ensure Gwinnett County is aware and incorporate not only replacement of existing functionality, but also soliciting best in class new technologies that are available in the Public Safety Solution marketplace as part of the Public Safety RFP response.**

**Integration and Interfaces – Responses to the RFP should include explanation as to how the Consulting Firm will identify any and all interface and integration requirements that should be included in the RFP for Public Safety Solution.**

**Training – Responses to the RFP should include explanation of how the Consulting Firm will solicit and ensure adequate training from the Public Safety Solution vendor that is selected**

**“Must Have” Requirements vs. “Optional” Requirements - Responses to the RFP should include explanation of how the Consulting Firm will apply best practices to ensure requirements are categorized as “must have” vs. “optional” to result in best breed RFP responses from the Public Safety vendors.**

**RFP Creation – Responses to the RFP should include explanation of how the Consulting Firm will support the creation of an RFP for a total Public Safety Solution that will meet the business and technology needs of Gwinnett County for the foreseeable future.**

**Total Cost of Ownership Estimate – Responses to the RFP shall include explanation of how the Consulting Firm will ensure a budgetary total cost of ownership Gwinnett County can anticipate for the Solution Solicitation and use when evaluating the future RFP for Public Safety IT Solution.**

**Customer Acceptance – Responses to the RFP should include explanation of how the Consulting Firm will ensure timely customer acceptance of the Public Safety IT solution that is selected.**

**Performance Proof – Responses to the RFP should include explanation of how the Consulting Firm will ensure the Public Safety**
Solution that is selected meets all performance requirements for scalability, reliability, and security.

Presentation and Demonstration Support – Responses to the RFP should include explanation of how the Consulting Firm will ensure the Public Safety Solutions that are selected to do so provide demonstrations and presentation that reflect an accurate representation of the final products ability to meet Gwinnett County’s requirements.

Usability – Responses to the RFP should include explanation of how the Consulting Firm will ensure the Public Safety Solution that is selected meets the usability requirements of all user personas (i.e. Law enforcement (Police officers and Sheriff Officers), Dispatch, Fire, IT, etc.)

Data Migration Planning – Responses to the RFP should include explanation of how the Consulting Firm will ensure the Public Safety Solution RFP responses include the ability to provide data migration plan for transition from the current CAD ecosystem to the new one. Note: this includes ALL data migration efforts including, but not limited to, CAD and RMS.

Regulatory Compliance – Responses to the RFP should include discussion as to how the Consulting Firm will ensure the Public Safety Solution provider and all activities related to their implementation will adhere to all applicable regulatory requirements (such as the way sensitive data records are to be migrated).

RFP Solicitation – Responses to the RFP should include explanation of how the Consulting Firm will assist in the publication of the RFP for Public Safety IT Solution to ensure targeted visibility to the best in class Public Safety IT Solution vendors.

RFP evaluation – Responses to the RFP should include explanation of how the Consulting Firm will assist in the evaluation of the Public Safety Solution RFP response.

Reference checking – Responses to the RFP should include explanation of how the Consulting Firm will assist in checking references of the Public Safety Solution vendors to ensure accurate assessment of those references’ respective feedback.

Contract negotiations – Responses to the RFP should include explanation of how the Consulting Firm might assist in contract negotiations between Gwinnett County and the Public Safety Solution vendor that is selected.

Implementation of new Public Safety IT Solution - Responses to the RFP should include explanation of how the Consulting Firm might assist Gwinnett County in the Implementation of new Public Safety Solution.

References - Responses to the RFP shall include at least five (5) different references of public safety organizations of the same size and complexity of Gwinnett County that have worked with the Consulting Firm in a professional consulting capacity specific to creation of an RFP for their complete CAD ecosystem as defined in the Project Overview of this document.

The references provided should all be from like engagements that took place in their entirety within the last five (5) calendar years.

Information requested and evaluated from reference may include, but is not limited to, items such as project description, job performance information, functional and technical abilities, communications skills, timeliness of deliverables, accuracy, cost containment, dispute resolutions, collaboration skills, etcetera. Negative references will be reflected in the final score and may eliminate proposers from consideration for award. Typically points are deducted for no response or negative responses.

For each reference the following contact information shall be provided:

- Jurisdiction and Agency
- Brief Description of Project
- Completion Date
- Contact Person
- Contact Person Title
- Telephone
- E-Mail Address

Cost Proposal (Sealed Separately) – Cost information should include information that includes costs by stage/phase of the proposed project. This cost information should include the time it will take to complete the given stage/phase or activity. Should include cost for travel and expenses of consulting personnel called out specifically and include the estimated travel details that support that cost estimate. A not-to-exceed amount that would be contained in a potential agreement with Gwinnett County should be included. Finally, any and all GSA schedules on which the Consulting Firm is found should be included.

Timelines and Costs – Responses to the RFP shall include details about the implementation schedule including milestones and costs.
### PROPOSAL FEE SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Position Description</th>
<th>Completion Time</th>
<th># of Staff</th>
<th>Lump Sum Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Perform E911 business &amp; technology analysis</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>2.</td>
<td>Gather requirements (business, technical &amp; financial)</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>3.</td>
<td>Create RFP Solution and Management</td>
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<td></td>
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Optional:

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<thead>
<tr>
<th>Item</th>
<th>Position Description</th>
<th>Completion Time</th>
<th># of Staff</th>
<th>Lump Sum Fee</th>
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<td>4.</td>
<td>Assist in RFP Evaluation Process</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>5.</td>
<td>Implementation of new public safety IT solution</td>
<td></td>
<td></td>
<td>$</td>
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<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th></th>
<th></th>
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<tr>
<td></td>
<td>Hourly rate for services, including, but not limited to the above items.</td>
<td></td>
<td></td>
<td>$ Hourly Rate</td>
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**ALL OVERHEAD, PROFIT AND DIRECT CHARGES SUCH AS, BUT NOT LIMITED TO DOCUMENT REPRODUCTION, PHOTOGRAPHIC WORK, PHOTO REPROGRAPHIC SERVICES, POSTAGE AND SHIPPING, COMPUTER USAGE EXPENSES TRAVEL AND/OR TRANSPORTATION (INCLUDING MILEAGE MUST BE INCLUDED IN THE LUMP SUM FEE FOR EACH TASK OR SUB TASK ON FEE SCHEDULE.**

Note: List any and all sub tasks associated with items 4 And 5 from above:

**Additional Tasks Associate with item 4 - Assist in RFP Evaluation Process:**

- 
- 
- 

**Additional Tasks Associate with item 5 - Implementation of new public safety IT solution:**

- 
- 
- 

**GSA Schedules on which this Consulting Firm are found:**

- 

AUTHORIZED COMPANY REP SIGNATURE

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

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the service provider. In the event of the County’s termination of this agreement for convenience, the service provider 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 service provider, which shall itemize each element of performance.

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

Certification of Non-Collusion in Proposal Preparation

Legal Business Name ___________________________ Signature ___________________________ Date __________

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

Federal Tax ID ___________________________

Address ___________________________

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

Representative Signature ___________________________ Printed Name ___________________________

Telephone Number ___________________________ Fax Number ___________________________ E-mail address ___________________________
### GENERAL CONDITIONS
TO CONSULTANT AGREEMENT

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1. **DEFINITIONS**

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

1.1 **COUNTY**—means Gwinnett COUNTY, Georgia, a political subdivision of the State of Georgia.

1.2 **Supplemental Agreement**—means a written order to CONSULTANT signed by COUNTY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

1.3 **Contract**—means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.

1.4 **Agreement Execution**—means the date on which CONSULTANT executes and enters into 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 **Subconsultant**—means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subconsultants at any tier to provide a part of the Work called for by this Agreement.

1.12 **Work**—means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

1.13 **Liaison**—Representative of the COUNTY who shall act as Liaison between the COUNTY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT's plans and work.

2. **CONTRACT DOCUMENTS**

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

2.2 Conflict and Precedence

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

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

3. CHANGES AND EXTRA WORK

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

4. PERSONNEL AND EQUIPMENT

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

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

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

5. ACCURACY OF WORK

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

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

6. FINDINGS CONFIDENTIAL

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

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

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

7. TERMINATION OF AGREEMENT FOR CAUSE

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

8. TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

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

10. INDEMNIFICATION

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

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

11. COVENANT AGAINST CONTINGENT FEES

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

12. INSURANCE

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

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

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

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

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

13. PROHIBITED INTERESTS

13.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.
13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBCONTRACTING

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

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

15. ASSIGNABILITY

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

16. EQUAL EMPLOYMENT OPPORTUNITY

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

17. ANTI-KICKBACK CLAUSE

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

18. AUDITS AND INSPECTORS

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

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

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

20. **VERBAL AGREEMENT OR CONVERSATION**

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

21. **INDEPENDENT CONSULTANT**

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

22. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.
This **CONTRACT** made and entered into this ______ day of __________, 20___ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the COUNTY), and , (Party of the Second Part, hereinafter called the Consultant).

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

1. **TERM:**
   This contract shall commence upon execution of contract for the Provision of Public Safety Information Technology (IT) Solution Management Consulting Services and continue for a term of XXX days or as agreed upon in writing.

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

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

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

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

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

6. **TERMINATION FOR CAUSE:**
   The COUNTY may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the COUNTY’s rights or remedies provided by law.
7. TERMINATION FOR CONVENIENCE:
The COUNTY may terminate this Contract for its convenience at any time upon 30 days written notice to the Consultant. In the event of the COUNTY’s termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

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

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

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

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

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

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

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

GWINNETT COUNTY, GEORGIA

By:

Charlotte J. Nash, Chairman
Gwinnett County Board of Commissioners

ATTEST:

________________________________________
Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

________________________________________
Signature
Gwinnett County Staff Attorney

CONSULTANT: ________________________________

BY: ______________________________________
Signature

Print Name

Title

ATTEST:

________________________________________
Signature

Print Name
Corporate Secretary
(Seal)
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 60-33 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 ☑ one box below)
   - ☐ No information to disclose  (complete only section 4 below)
   - ☑ Disclosed information below  (complete section 3 & section 4 below)

3.  (if additional space is required, please attach list)

<table>
<thead>
<tr>
<th>Gwinnett County Elected Official Name</th>
<th>Gwinnett County Elected Official Name</th>
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<tr>
<td>Gwinnett County Elected Official Name</td>
<td>Gwinnett County Elected Official Name</td>
</tr>
</tbody>
</table>

4.  Sworn to and subscribed before me this

   BY: ________________________________  ________________________________
   Authorized Officer or Agent Signature  day of ____________, 20___

   ________________________________  ________________________________
   Printed Name of Authorized Officer or Agent  Notary Public

   ________________________________
   Title of Authorized Officer or Agent of Contractor  (seal)

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

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

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

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

_________________________________________  _____________________
E-Verify * User Identification Number   Date Registered

_________________________________________
Legal Company Name

_________________________________________
Street Address

_________________________________________
City/State/Zip Code

BY:       Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

For Gwinnett County Use Only:
Document ID #________________________________
Issue Date:______________________
Initials: _______________________
Gwinnett County requests a minimum of five, (5) references where work of a similar size and scope has been completed.

**REFERENCES**

1. **Agency Name /Jurisdiction**
   
   **Brief Description of Project**
   
   **Completion Date**
   
   **Contact Person**
   
   **Contact Person Title**
   
   **Telephone**
   
   **Facsimile**
   
   **E-Mail Address**

2. **Agency Name /Jurisdiction**
   
   **Brief Description of Project**
   
   **Completion Date**
   
   **Contact Person**
   
   **Contact Person Title**
   
   **Telephone**
   
   **Facsimile**
   
   **E-Mail Address**

3. **Agency Name /Jurisdiction**
   
   **Brief Description of Project**
   
   **Completion Date**
   
   **Contact Person**
   
   **Contact Person Title**
   
   **Telephone**
   
   **Facsimile**
   
   **E-Mail Address**
## REFERENCES CONTINUED

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PROFESSIONAL SERVICES INSURANCE REQUIREMENTS  
(For projects less than $5,000,000)

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

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

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

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

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

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

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

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

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

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.

12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.

13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.

16. Special Form Contractors’ Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.

17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.

18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

20. The Contractor shall at a minimum apply risk management practices accepted by the contractors’ industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

Rev. 06/11
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
__  Schedule would not permit us to perform.
__  Insufficient time to respond.
__  Other

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

COMPANY NAME __________________________________________________________

AUTHORIZED REPRESENTATIVE _____________________________________________  SIGNATURE
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 Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

A. Each proposer should state time of proposed delivery of goods or services.

B. Words such as “immediate,” “as soon as possible,” etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

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

IV. SUBMISSION OF PROPOSALS

A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if testing does not destroy items.

D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished.

F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.

H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

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

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

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

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

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

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

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

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

X. DISCOUNTS
A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD
A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.

C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

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

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

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

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

XV. CONTRACT
Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.
Upon receipt of a proposal containing a Gwinnett County “Sample Contract” as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the “Sample Contract” in its entirety.

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

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

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

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

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

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

XXI. SUBSTITUTIONS
Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.
XXII. INELIGIBLE PROPOSERS
The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE
The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT
All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION
Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, 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 and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed $2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing 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 and Enforcement Act.

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

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

XXXI. **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 any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the 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.gwinnettc county.com](http://www.gwinnettc county.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@gwinnettcCounty.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 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light of the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.