



July 5, 2019

**REQUEST FOR PROPOSAL
RP017-19**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants for the **Provision of Enterprise Resource Planning (ERP) System Requirements Analysis and RFP Development Consulting Services** for the **Department of Financial 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 Thursday, August 22, 2019** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 p.m. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcountry.com.

A pre-proposal conference is scheduled for **10:00 a.m. on Thursday, August 1, 2019**, at the Gwinnett County Purchasing Office, above address. All interested parties are urged to attend.

Questions regarding proposals should be directed to Marlo Puckett, Purchasing Associate III at marlo.puckett@gwinnettcountry.com no later than **Monday, August 5, 2019 at 3:00 p.m.** Proposals are legal and binding upon the bidder when submitted. One unbound original, seven (7) exact copies, and one electronic pdf copy on disc or flash drive should be submitted. **The fee schedule is to be submitted in a separate sealed envelope and should not be included in the copies mentioned above.**

Successful consultant 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 Susan Canon, Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Marlo Puckett, CPPB
Purchasing Associate III

The following pages should be returned with your proposal:

- Fee Schedule (Return in a separate envelope) Page 10
- Consultant Information, Page 11
- References, Page s 14-18
- Code of Ethics Affidavit, Page 19
- E-Verify Affidavit, Page 20



Background and Current ERP 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 court services, parks and recreation and a variety of other services to its citizens and visitors alike.

Currently Gwinnett County uses SAP as its Enterprise Resource Planning (ERP) system and it performs most of the County’s critical financial and human capital management business processes. The current software release versions are SAP ECC (Rel 2005, SP30), SAP CRM (Rel 7 SP19), SAP SRM (Rel 7 SP21), SAP Solution Manager (Rel 7.2 SP07), SAP BW (Rel 2005, SP30), Netweaver (7.4 SP14), Business Objects (Business I 4.2 SP600), Crystal Reports (Enterprise 4 SP5) and associated modules. Below is a brief description of each of the primary function performed by the current ERP solution:

Primary Function	Description
General Ledger	All business functions necessary to ensure all journal entries posted are supported by proper evidential matter, are initiated and reviewed by authorized individuals, are reflective of underlying transactions and events, and that there is a proper segregation of duties in the channels of review.
Fixed Asset Accounting	All business functions required to obtain, manage, and dispose of Fixed Assets and Assets Under Construction. This includes such functions as the settlement of capital project outlays and expenditures, asset management and depreciation, and capitalized interest.
Financial Reporting	All business functions necessary to map each general ledger account to its respective financial statement classification, and to verify and compile this financial data in order to produce the County’s required annual reports and the specific statistical and financial information contained therein.
Human Capital Management	All business functions necessary to plan for, hire, develop, assign, sustain, and separate staff throughout their tenure of employment with the County. These include personnel records management, annual performance cycle management and training and certifications tracking. It also supports the timely and accurate enrollments into benefits programs, as well as the administration of structured benefit and pension plans with defined eligibility.
Payroll Administration	All business functions necessary to manage the county’s payroll processes including multiple wage types and pay cycles and time & attendance tracking over multiple work schedules and time types.
Procure To Pay	All business functions necessary to define a need for, acquire and pay invoices for goods or services. These processes include procurement of goods and services, contract administration, maintaining vendor master data and the timely payment of vendors.
Treasury Management	Encompasses the business functions necessary to manage the County’s treasury functions. These include cash, accounts receivable, investment and debt management, cash flow forecasts, including banking operation oversight and management, tracking and recording investments, cash flow reconciling year-end cash, receivable and investment balances.

Primary Function	Description
Utility Invoicing	All business functions necessary to manage and bill customers who receive utility services such as water, sewerage and solid waste, and customers who acquire and renew business licenses. These processes include meter reading, meter data management, scheduling, billing, invoicing, customer service and integration to customer relationship management.
Warehouse and Inventory Management	All business functions necessary to control and administer warehouse operations from the time goods are received until they are moved out.
Budget Management	Encompasses all business functions necessary to plan, formulate, create, execute against, control, and report on the budget and business activities of the County. This includes fund, as well as, position budgeting and control.
Grants Management	All business functions necessary to plan, formulate, create, execute against, control, and report on the budget and business activities of grants received by the County.
Customer Relationship Management	All business functions that automate and integrate customer-facing activities: sales, and customer service

In addition to the core applications there are multiple applications and systems that interface/integrate with SAP. Below is a brief description of some of them:

Interface/Integration	Description
FileNet	Invoices, training certifications, ISU refund req, and travel
Interactive Voice Response (IVR)	Interface with communication systems and functionality
Gwinnett County Website	Water Resources and other online bill pay functionality, unclaimed funds search, charitable donations
Worksoft	Automated application testing tool
Ancile uPerform	Application to create training and simulation content
ARC Logic	Meter reading, field work orders
iNovah	Cashiering system primarily for water, sewer & solid waste payments.
Accela	Citizen web access
GIS	Water consumption, meter information, parcel identification numbers
CJIS	Employee status
Aumentum	Property tax processing
AssetWorks	Fleet management
Icon Software	Juror management system
JCATS Defender	Indigent defense invoice processing
Elavon	Credit card processing
OrgPlus	Human Resources Position Control
Smarty Streets	Uniserve address verification
BSI	Payroll and other Tax Updates
TIN Check	Tax ID Verification
Wells Fargo	ACH and Positive Pay
Bank of America	Purchase Card Processing
Corporater	Strategy and Performance Management

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

Project Scope

SAP has issued End-Of-Life support for the County's current ERP system in 2025. With this deadline looming Gwinnett County must begin the process planning for what comes next. Therefore, 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 its efforts to transition to the next stage of its enterprise financial and human capital management technology platform(s). The firm selected will be expected to perform the following services:

- Evaluate the County's financial and human capital management business processes performed through its current ERP system, along with associated side systems. The evaluation should identify the strengths and weaknesses of the current system, including the number of customizations that have been implemented and whether they are truly necessary. It should also identify critical gaps in functionality, scalability, security and high availability.
- Identify several options for the strategic direction the County can take to replace its current solution from both functional and technical perspectives (i.e. cloud-based vs. on premise vs. hybrid). Each option should include its pros and cons, the estimated implementation cost, annual operating costs and the anticipated level of effort needed by County staff to implement.

Once the County has agreed to accept either the recommendation or one of the other options, the selected firm may develop a Request for Proposal (RFP) and assist with the evaluation and selection process to enable the County to award a contract for a qualified firm to implement the selected option.

Relevant Other Gwinnett County Initiatives

Within the same general timeframe that Gwinnett County is working on the ERP Solution replacement, there are several other projects that also affect either the application or the infrastructure that supports the ERP Solution ecosystem taking place. These include, but are not limited to project management applications, a network upgrade, high availability and disaster recovery, an archiving solution, UniCode conversion, and others for various departments.

Gwinnett County Enterprise Resource Management Stakeholders

Gwinnett County ERP key stakeholders include the following departments: Information Technology Services, Financial Services, Human Resources, and Water Resources. Other County stakeholders include but are not limited to Department of Transportation, License and Revenue, Department of Support Services, Fire and Emergency Services, Police Services, Sheriff, and Corrections.

Gwinnett County Information Technology Services (DoITS) – The Gwinnett County DoITS is made up of various sections and is responsible for the maintenance, support, and customization of the County's current ERP solution. The Department currently has an authorized strength of 146 employees. The Department is organized into the Office of the Chief Information Officer and twelve divisions: ERP Solutions, Business Solutions, Business Strategic Services, Network and Communications, Systems and Storage, Security, Web Solutions, Desktop and Field Support, Service Desk, Land Information Services, Public Safety, and Fiscal and Administrative.

Gwinnett County Financial Services (DoFS) – Gwinnett County DoFS oversees the financial operations of Gwinnett County in compliance with state and federal laws, ensuring fiscal responsibility and superior bond ratings. Department functions include, but are not limited to: financial record administration, budget administration and preparation, grant management and oversight, cash and investment management, vendor and employee payment, debt issuance and monitoring management, self-insurance and liability programs management, procurement and contracts operations management, tax assessor administration, and strategic program design and deployment. The Department currently has an authorized strength of 133 employees. The Department is organized into the Office of the Chief Financial Officer and seven divisions: Accounting, Purchasing, Budget and Grants Management, Strategy and Performance Management, Standards and Controls, Tax Assessors, and Treasury.

Gwinnett County Human Resources (HR) – The Department of Human Resources consists of HR generalist teams, HRIS specialists, Benefits specialists, and an administrative support staff to provide exemplary quality services to County Departments. The Department currently has an authorized strength of 74 employees. The Department is organized into five sections: Administration, Benefits/Retirement/Workers Compensation, Operations, Technical Services, and Training.

Gwinnett County Water Resources (DWR) – Gwinnett County DWR provides safe, clean water for nearly one million residents of Gwinnett County, as well as sustainable protection of local waterbodies. Additionally, they provide water and/or sewer services to more than 240,000 customer accounts, including 24/7/365 emergency on-call services to support the County's water, sewer, and stormwater systems. The Department currently has an authorized strength of 681 employees. In addition to the Director's Office the Department is organized into eleven divisions: Administration; Laboratory Services; Water Production; Planning and Permitting W&S; Engineering, Construction, and Process Continuity; Debt Service; Distribution/Collections/Warehouse; Water Reclamation; Stormwater Programs; Stormwater Maintenance; and System Development Charge Revenues.

Current SAP User Licenses:

CAT II: 514
 CAT III: 3,021
 CAT IV: 4,965
 ESS User: 285
TOTAL: 8,785

PROPOSAL SUBMISSION REQUIREMENTS

Content

Executive summary – Consultant 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.

Consultant 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.

Tab A - Consulting Firm Experience and Qualifications – 35 Points - 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 ERP engagements and customers to date and number currently active on open projects broken down by state and jurisdictions. Separately note public sector ERP customers.
5. Writing Experience – show evidence that the Consulting Firm has a minimum of (2) two projects within the last (5) five years of documented experience in writing business and technical requirements and developing requests for proposals for ERP solutions for county agencies.
6. 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 ERP 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.
7. 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 an ERP and/or data management systems.
8. Contract negotiation experience – provide evidence that the Consulting Firm has contract negotiation experience on behalf of county agencies with one (or more) projects of at least four million dollars (\$4,000,000) in initial purchase value.
9. Subject matter expertise – a description of the Consulting Firm's subject matter expertise in modern ERP Solutions including at a minimum each of the following:
 - A. Public sector focused integrated solutions
 - B. Public sector focused federated (best-of-breed) solutions
 - C. Software as a service (SaaS) and hosting (cloud)
 - D. High Availability and Disaster Recovery
 - E. Enterprise Application Integration
 - F. Mobile ERP

- G. Human Capital Management
 - H. Payroll
 - I. Time and Attendance (Sworn and Civilian)
 - J. Financial Management
 - K. Treasury Management
 - L. Accounting
 - M. Project Accounting
 - N. Accounts Payable and Receivable
 - O. Funds Management
 - P. Grants Management
 - Q. Cash Management
 - R. Customer Relationship Management
 - S. Procurement and Contract Management
 - T. Materials Management (inventory and warehousing)
 - U. Budget Planning (Capital and Operating)
 - V. Capital Asset Management
 - W. Workflow
 - X. Integrated Reporting and Analytics
12. Capacity and Stability of Firm - 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.

Tab B - Personnel and Dedicated Staffing – 10 Points - 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 all personnel will dedicate to the project (full time and part time). 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.).

Tab C – Project Management – 15 Points

Deliverables

Project Timeline Assurance - Consultant should include a projected timeline with milestones that will meet Gwinnett County's overall timeline as indicated below:

- Consulting Firm to provide an ERP System feasibility study that includes a current state assessment, market place assessment, options analysis, and a recommendation of next steps.
- Consulting Firm will provide an RFP ready to publish for the ERP 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 Consultant chooses to include additional services such as implementation and training support post ERP Solution vendor selection then those projected timelines should also be included in the response.

Gwinnett County Strategic and Project Goals – Consultant should include an explanation as to how the Consulting Firm will understand Gwinnett County ERP Solution and strategic plan; goals and objectives.

TAB D – TECHNICAL KNOWLEDGE – 20 Points

Consulting Scope – Consultant should include a description of the proposed services that the Consulting Firm will offer to ensure Gwinnett County has a comprehensive proposal ready for publication for a new ERP Solution that includes, but is not limited to General Ledger/Financial Reporting/Budget Control, Budgeting, Fixed Asset Accounting, Project Accounting, Procurement and Contract Management, Accounts Payable, Miscellaneous Billing/Accounts Receivable, Payroll/Time and Attendance, Human Resources, Pension Administration, Treasury Management, Utility Invoicing, Warehouse and Inventory Management, Grants Management, and other replacement or integration with ancillary systems if deemed appropriate.

ERP Process Analysis – Consultant should include an explanation as to how the successful Consultant will conduct and deliver a business and technology analysis of current 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 ERP services. 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 fee schedule so it can be treated as a separate phase from other components such as requirements gathering, proposal creation, proposal solicitation support, etc.

Discovery & Requirements Gathering – Consultant should include an explanation as to how the Consulting Firm will conduct discovery, process analysis and requirements gathering and inclusion in the final proposal for an ERP Solution.

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

Innovative Technologies – Consultant should include an 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 ERP Solution marketplace as part of the proposal response.

Integration and Interfaces – Consultant should include an explanation as to how the Consulting Firm will identify any and all interface and integration requirements that should be included in the proposal for ERP Solution.

Training – Consultant should include an explanation of how the Consulting Firm will solicit and ensure adequate training from the ERP Solution vendor that is selected

“Must Have” Requirements vs. “Optional” Requirements - Consultant should include an 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 proposal responses from the ERP vendors.

Proposal Creation – Consultant should include an explanation of how the Consulting Firm will support the creation of a proposal for a total ERP Solution that will meet the business and technology needs of Gwinnett County for the foreseeable future.

Total Cost of Ownership Estimate – Consultant shall include an 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 proposal for ERP Solution.

Customer Acceptance – Consultant should include an explanation of how the Consulting Firm will ensure timely customer acceptance of the ERP solution that is selected.

Performance Proof – Consultant should include an explanation of how the Consulting Firm will ensure the ERP Solution that is selected meets all performance requirements for scalability, reliability, and security.

Presentation and Demonstration Support – Consultant should include an explanation of how the Consulting Firm will ensure the ERP 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 – Consultant should include an explanation of how the Consulting Firm will ensure the ERP Solution that is selected meets the usability requirements of all user personas (i.e. IT, Finance, Human Resources, Water Resources, etc.)

Data Migration Planning – Consultant should include an explanation of how the Consulting Firm will ensure the ERP Solution proposal responses include the ability to provide data migration plan for transition from the current ERP ecosystem to the new one

Regulatory Compliance – Consultant should include discussion as to how the Consulting Firm will ensure the ERP 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).

Proposal Solicitation – Consultant should include an explanation of how the Consulting Firm will assist in the publication of the proposal for ERP Solution to ensure targeted visibility to the best in class ERP Solution vendors.

Proposal evaluation – Consultant should include an explanation of how the Consulting Firm will assist in the evaluation of the ERP Solution proposal response.

Reference checking – Consultant should include an explanation of how the Consulting Firm will assist in checking references of the ERP Solution vendors to ensure accurate assessment of those references' respective feedback.

Contract negotiations – Consultant should include an explanation of how the Consulting Firm might assist in contract negotiations between Gwinnett County and the ERP Solution vendor that is selected.

Implementation of new ERP Solution - Consultant should include an explanation of how the Consulting Firm might assist Gwinnett County in the Implementation of new ERP Solution.

Tab E - References – 10 Points - Consultant shall include at least five (5) different references of county 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 proposal for their complete ERP 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.

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

- Jurisdiction or Agency
- Size of project and jurisdiction
- Contact Information
- Description of each project, including the project objective
- 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

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, et cetera. 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.

Cost Proposal (Sealed Separately) – 10-Points - Consultant 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. Pricing 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. Consultant shall include details about the implementation schedule including milestones and costs.

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

SELECTION PROCESS

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the following values assigned:

Criteria		Tab	Points
Phase I			
1	Consulting Firm Experience and Qualifications Experience in Writing, Requirements and GAP Analysis, Project Management, Contract Negotiation. This should also include an executive summary, Consulting Firm profile and qualifications, Subject Matter Expertise, and Description of Capacity and Stability.	A	35
2	Personnel and Dedicated Staffing Qualifications of staff performing the required work, Staff Dedication, and Communication Plan	B	10
3	Project Management Demonstrate the ability to meet the Scope of Services within the required timeframes specified in the proposal. This will include the project schedule and understanding of the project and objectives Strategic Plan and Goals.	C	15
4	Technical Knowledge Consulting Scope and ERP Process Analysis	D	20
5	References	E	10
		Sub-Total	90
Phase II			
6	Cost Proposal (Sealed Separately)		10
		TOTAL	100
Phase III			
Optional Interview			10
		Potential TOTAL with Optional Interview	110

Phase 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.

Phase 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.

Phase Three: At the discretion of the Evaluation Committee, interviews 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.

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

(SUBMIT IN A SEPARATE SEALED ENVELOPE)

PROPOSAL FEE SCHEDULE

Item	Project Task	Completion Time	# of Staff	Lump Sum Fee
1.	Perform ERP business & technology analysis			\$
2.	Gather requirements (business, technical & financial)			\$
3.	Create Proposal Solution and Management			\$
Optional:				
4.	Assist in Proposal Evaluation Process			\$
5.	Implementation of new ERP solution			\$
6.	Assist in the proposal solicitation & management processes			\$
	TOTAL			\$
7.	Hourly rate for services, including, but not limited to the above items.			\$ Hourly Rate

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 Proposal Evaluation Process: _____

Additional Tasks Associate with item 5 - Implementation of new ERP solution: _____

AUTHORIZED COMPANY REPRESENTATIVE SIGNATURE _____

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CONSULTANT INFORMATION

Please include this page as part of the proposal document and NOT with the Fee Proposal

Consultant has examined the proposal package, and following addenda:

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

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the 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 Consultant. In the event of the County's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. 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 _____

Signature

Date

Legal Business Name _____

(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 _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ü Bodily Injury by Accident - \$100,000 each accident
 - ü Bodily Injury by Disease - \$500,000 policy limit
 - ü 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:
 - ü 1986 (or later) ISO Commercial General Liability Form
 - ü Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ü Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ü Blanket Contractual Liability
 - ü Broad Form Property Damage
 - ü Severability of Interest
 - ü Underground, explosion, and collapse coverage
 - ü Personal Injury (deleting both contractual and employee exclusions)
 - ü Incidental Medical Malpractice
 - ü 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.
 - ü Insurance company must be authorized to do business in the State of Georgia.
 - ü 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' 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.

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

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.

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

REFERENCES

Gwinnett County a minimum of five (5) different references of county 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 a Proposal for a complete ERP ecosystem as defined in the Project Overview of this document.

1. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Role(s) During the Project _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____

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

REFERENCES (CONTINUED)

2. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Role(s) During the Project _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____

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

REFERENCES (CONTINUED)

3. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Role(s) During the Project _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____

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

REFERENCES (CONTINUED)

4. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Role(s) During the Project _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____

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

REFERENCES (CONTINUED)

5. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Role(s) During the Project _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____



RP017-19 - Provision of Enterprise Resource Planning (ERP) System Requirements Analysis and RFP
Development Consulting Services Page 19

CODE OF ETHICS AFFIDAVIT

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

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

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **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)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20____

Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com





RP017-19 Provision of Enterprise Resource Planning (ERP) System Requirements Analysis and RFP
Development Consulting Services

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)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____

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



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 in the attached.

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

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

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

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

13. PROHIBITED INTERESTS

13.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder, unless disclosed per O.C.G.A.36-80-28. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

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

14. SUBCONTRACTING

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

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

15. ASSIGNABILITY

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

16. EQUAL EMPLOYMENT OPPORTUNITY

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

17. ANTI-KICKBACK CLAUSE

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

18. AUDITS AND INSPECTORS

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

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

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20. VERBAL AGREEMENT OR CONVERSATION

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

21. INDEPENDENT CONSULTANT

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

22. NOTICES

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

SAMPLE CONTRACT
RP017-19
Provision of Consulting Services for Enterprise Resource Planning (ERP)
System Requirements Analysis and RFP Development

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 for the Provision of Consulting Services for Enterprise Resource Planning (ERP) System Requirements Analysis and RFP Development shall commence upon execution of contract for a period of approximately eighteen months.

2. ATTACHMENTS:

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

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

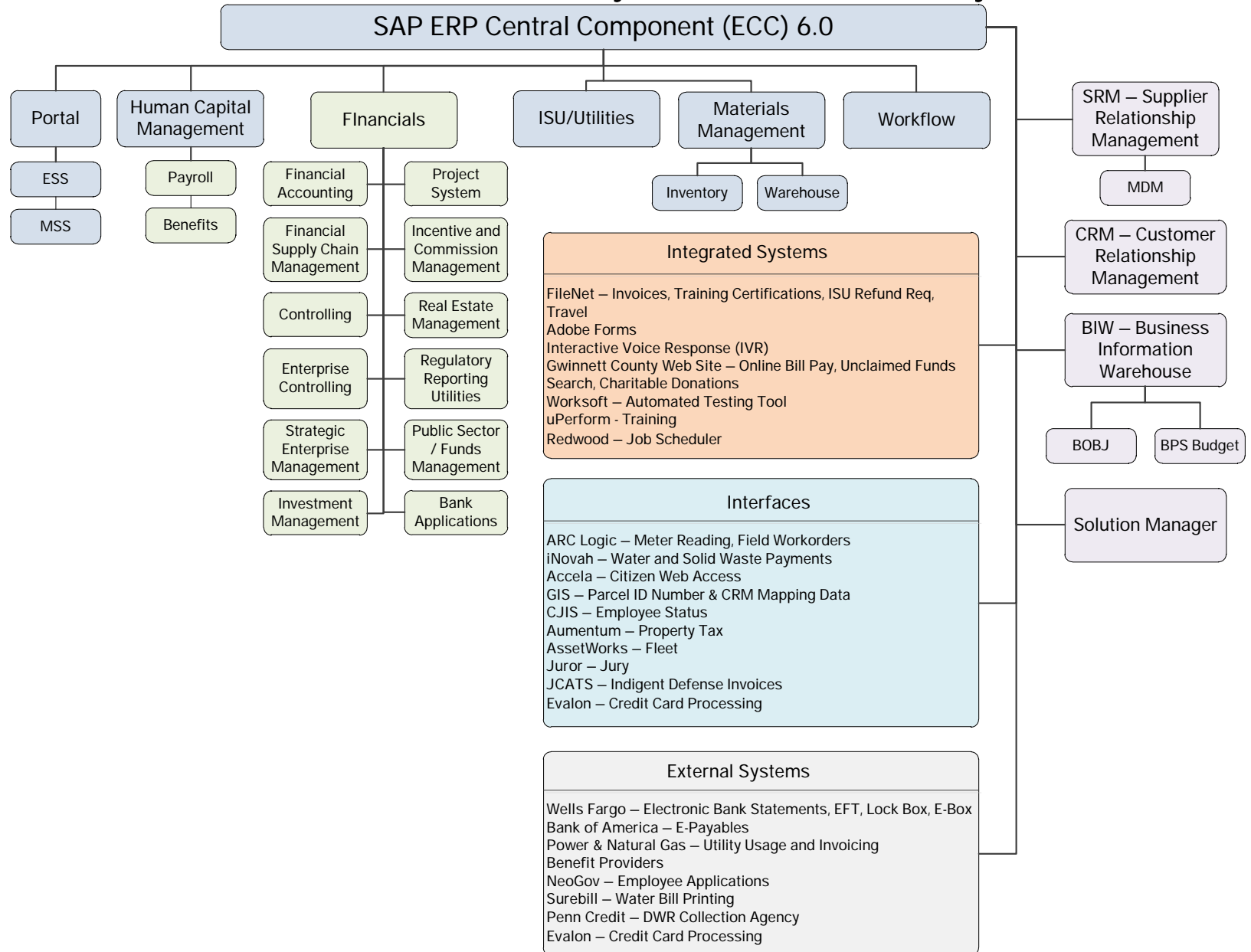
Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

Attachment A – Gwinnett County Current ERP Solution Ecosystem



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

RP017-19

Buyer Initials: MP

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

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

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement Act, 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.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (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 Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into 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 the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

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

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

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

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

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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