



July 31, 2019

**RP031-19
REQUEST FOR PROPOSAL**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Consultants for the **Provision of Audit Services on a Multi-Year Contact** 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 Monday, August 26, 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 August 14, 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 **Friday, August 16, 2019 at 3:00 p.m.** Proposals are legal and binding upon the Consultant when submitted. One unbound single-sided original, three (3) exact copies, and one electronic pdf copy on disc or flash drive should be submitted.

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:

Cost Schedule, Pages 18-19 (To be submitted in a separate sealed envelope)
Firm Information, Page 20
Code of Ethics Affidavit, Page 21
Contractor Affidavit, Page 22



**REQUEST FOR PROPOSAL
MULTI-YEAR CONTRACT FOR PROVISION OF AUDIT SERVICES**

I. Introduction

Gwinnett County (the County) intends to award a multi-year contract for the provision of audit services and other services. The services to be performed under this Agreement shall commence on **November 1, 2019** or upon award by the Board of Commissioners. The initial term of this Agreement shall be through December 31, 2019. This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract. In addition, the County has the sole right to terminate this contract absolutely and without further obligation on its part at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract shall automatically renew unless positive action is taken by the County to terminate the contract for a **total lifetime Agreement term of five (5) years and two (2) months**, upon the same terms and conditions.

The County requests proposals for qualified firms to examine and express an opinion on its basic financial statements for fiscal years **2019 through 2023**, as well as opinions on designated authorities, specific funds, and sales tax proceeds. The engagement will also include Auditor's assistance in preparing note disclosures and review of the County generated Comprehensive Annual Financial Report (CAFR). The County's fiscal year runs from January 1 through December 31. Additional audit services are defined within the Request for Proposal (RFP) that include performing services related to bond issues, a separate financial audit of the Gwinnett Convention and Visitors Bureau and Infinite Energy Center; a separate financial audit and compliance review on the Service Delivery Strategy; separate financial audits and compliance reviews on Sales Tax Funds; a separate audit of Cities Special Purpose Local Option Sales Tax (SPLOST) expenditures; a separate audit of the Alternative Dispute Resolution fund; a separate audit of the Law Library; and a separate audit of the Urban Redevelopment Agency. A detailed list of deliverables under this contract is provided in Section III.

The County's intention is to award a contract for this proposal to one (1) firm in its entirety; however, the County reserves the right to award to more than one firm per services as defined, as deemed in the County's best interest. There are no expressed or implied obligations for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP. The full cost of proposal preparation and interview presentation (if required) is to be borne by the proposing firm. Proposals must be signed in ink by a company official who has authorization to commit company resources.

The RFP and the successful proposal will become part of a written contract between the County and the proposing firm. The contract shall be on forms supplied by the County. A sample contract has been included for review by the proposer's legal counsel.

II. Background

Gwinnett County is a suburban county of 437 square miles with an estimated population of 938,799 as of December 31, 2017 and is located within the central ten-county region of metropolitan Atlanta. There are sixteen incorporated municipalities located within the County; however, over 72.6% of the population resides in the unincorporated portion of the County. The County had a total of 5,131 authorized full-time positions, including appointed and elected officials, during 2017 with a total personal services cost of approximately \$414 million.

The governing authority of the County consists of a five member Board of Commissioners, including a full-time chairman elected at large and four part-time Commissioners elected within districts. The County operates under the County Administrator form of management and has thirteen operating departments. The County Administrator reports directly to the Board and oversees the activities of the thirteen appointed County department heads. In addition, the County Administrator's Office also acts as a liaison for the Board of Commissioners with other elected officials.

The County government provides a wide array of services to its citizens including "traditional" county government functions such as construction and maintenance of roads and court-related activities, as well as municipal functions such as police, fire, recreation, emergency services and water and sewerage. Sanitation services are also provided to citizens through a franchise arrangement with private firms. The County's Public School System is operated by the Gwinnett County Board of Education, a separately elected body. The 2017 CAFR contains additional information about the County, particularly in the Transmittal Letter and Statistical Section. The 2017 CAFR can be found by following this link [2017 CAFR](#).

The entity to be audited includes thirteen departments directly under the Board of Commissioners, as well as departments headed by elected officials and judicially appointed department directors. The elected officials include Chief Magistrate, Clerk of Court, District Attorney, Probate Court Judge, Sheriff, Solicitor, State Court Judges, Superior Court Judges and the Tax Commissioner. The judicially appointed department heads include Juvenile Court Judges, Recorder's Court Judges and Court Administrator. These various agency funds are administered by elected or appointed officials and are included within the County's financial reporting entity. Also included are the Water and Sewerage Authority, the Public Facilities Authority, the Recreation Authority, the Airport Authority, the Gwinnett County Public Library System, the Gwinnett County Board of Health, the Stormwater Authority, the Development Authority and the Urban Redevelopment Agency.

The entity does not include several independent boards or authorities that were established under the Constitution of the State of Georgia. The principal entities not included are the Gwinnett County Board of Education, Gwinnett County Hospital Authority, Gwinnett County Arts Authority, Gwinnett County Industrial Building Authority, Gwinnett County Housing Authority, Gwinnett County Board of Health, the Board of Family and Children Services, the Georgia Bioscience Joint Development Authority, and the Joint Development Authority of DeKalb, Newton, and Gwinnett County. Audits of these entities are performed by outside State/Federal agencies or private firms.

The internal audit function is housed within the Office of Internal Audit, which reports to the Board of Commissioners. The Office of Internal Audit works directly with the County Administrator's office on a daily basis to build a Committee of Sponsoring Organizations (COSO) based audit approach, as well as having responsibility for overseeing the County's Performance Management Program. The Office of Internal Audit routinely provides updates to the Board of Commissioners, covering a wide range of topics with a focus on audit results and performance metrics. The Internal Audit Function also works closely with the external Auditors to ensure proper audit coverage. The main focus of the Internal Audit Function is to provide a review of internal controls, across all departments, by performing a range of audits which include financial, compliance, and operational

reviews. Routine updates may be provided to the Executive Audit Committee outlining any control issues and recent audit activity.

The Gwinnett County Public Employees Retirement System (the "Plan") is a single-employer defined benefit pension plan. BNY Mellon Bank is the Custodian for the Plan. Transamerica Inc. is the Third Party Administrator. The present Plan covers all employees of the County who are members of the Defined Benefit Pension Plan and, as of the January 1, 2018 had 1,207 active members. The Plan was created as a successor to a previous plan by action of the Board of Commissioners on September 19, 2006. The previous plan was the agent-multiple employer Association of County Commissioners of Georgia Defined Benefit Plan.

Full-time employees with an employment or re-employment date before December 31, 2006, who did not elect to participate in the Defined Contribution Plan discussed below, are eligible to participate in the Plan. The County is required to contribute annually an actuarially determined amount to the Plan's trust.

The County also has a Defined Contribution Pension Plan (DC Plan) established by the County on August 1, 2000. Voya Financial administers the Plan and, as of December 31, 2018 there were 3,570 active participants.

Plan participants are required to make an irrevocable election of either, 2.5, 5.0, or 7.5 percent annual contribution of their pensionable earnings. The County is required to contribute 11.5 percent of pensionable earnings (for employees hired prior to January 1, 2007) or 7.0 percent of pensionable earnings (for employees hired after January 1, 2007).

The 2017 CAFR contains additional information regarding the pension plans, particularly in the Notes to the Financial Statements (Note 12).

In Summary, the County SAP environment consists of:

- SAP ECC, BW, SRM, MDM, ISU, CRM, NetWeaver, SolMan
- Adobe Forms
- uPerform
- iNovah
- OrgPlus
- BOBJ/Crystal Reports Enterprise

The County's banking services contract is awarded via a competitive process whereby financial institutions submit proposals for providing a range of banking services needed by the County. In 2018, the County and Wells Fargo entered into a one year banking services agreement, with four annual renewal options available as part of the arrangement.

Generally, the operating funds of the County are deposited into the County's Master Concentration Account. Zero balance account structures support most disbursement activity, including Payroll Clearing and Accounts Payable as well as some depository accounts, including Parks & Recreation and EMS Digitech. A listing of the current bank accounts, as of January 1, 2019 is below.

Account Name	Bank	Account Name	Bank
2009 SALES TAX	Wells Fargo	NEIGHBORHOOD STABILIZATION PROGRAM (NSP) 1	Wells Fargo
2014 SALES TAX	Wells Fargo	NEIGHBORHOOD STABILIZATION PROGRAM (NSP) 3	Wells Fargo
2017 SALES TAX	Wells Fargo	NSP1 Program Income	Wells Fargo
Operating Pool	Wells Fargo	NSP3 Program Income	Wells Fargo
2009 SALES TAX POOL	Wells Fargo	ASSET FORFITURE-STATE(AFS)	Renasant
2014 SALES TAX POOL	Wells Fargo	SHERIFF EQUITABLE SHARING-FED JUSTICE	Wells Fargo
2017 SALES TAX POOL	Wells Fargo	SHERIFF EQUITABLE SHARING-FED TREASURY	Wells Fargo
GEORGIA FUND- 1 POOL	State Office of Treasury	DA Federal Equitable Sharing Account	Wells Fargo
GEORGIA FUND- PLUS 1 POOL	State Office of Treasury	Development Authority Gwt County Ga	Renasant
Money Market Account	Quantum	GWINNETT CO JUVENILE COURT	Wells Fargo
CDARS	EverBank	CLERK OF SUPERIOR COURT IMAGING FUND	Renasant
Money Market Account	EverBank	WATER & SEWER	Wells Fargo
W&S Sinking & Construction Funds	State Office of Treasury	PAYROLL DISBURSING	Wells Fargo
MASTER CONCENTRATION	Wells Fargo	GENERAL DISBURSING	Wells Fargo
PAYFLEX	Wells Fargo	2009A W/S SINKING	Bank of NY Mellon
POLICE DEPT EQUITABLE SHARING ACCOUNT FEDERAL	Wells Fargo	2009B W/S SINKING	Bank of NY Mellon
POLICE DEPT SOA(LOCAL)	Wells Fargo	2011 W/S SINKING	Bank of NY Mellon
Police Evidence	Wells Fargo	2015 W/S REFUNDING	Bank of NY Mellon
GWT CO PARKS AND RECREATION	Wells Fargo	2016A W/S Refunding	Bank of NY Mellon
LLEBG	Wells Fargo	2016 W/S Refunding	Bank of NY Mellon
EMS Digitech	Wells Fargo	GC Expansion 2018 Project	Regions
Rabbi Pension	Bank of NY Mellon		
OPEB	Bank of NY Mellon		
DB Pension	Bank of NY Mellon		

Services for trust accounts, such as bond construction funds or SPLOST funds are procured on an as needed basis, and represent a number of stand-alone accounts at various financial institutions.

All bank deposits at Wells Fargo are held in non-interest bearing accounts that receive an earnings credit rate of 70 basis points. Cash balances are analyzed daily and investments are purchased and sold according to the County's operating cash needs. Relationships with various financial institutions, broker dealers, and investment managers have been established for purposes of investing these funds. All investments are managed in accordance with applicable State statues and the County's investment policy.

The following table reflects the fund types and account groups used by the County, as well as the number of individual funds within each fund type as reported in the CAFR. In addition, the number of funds for each fund type for which annual budgets have been legally adopted are presented.

FUND TYPE/ ACCOUNT GROUP	NUMBER OF INDIVIDUAL FUNDS	NUMBER WITH LEGALLY ADOPTED ANNUAL BUDGETS
General Fund	1	1
Special Revenue Funds	24	24
Debt Service Funds	1	1
Capital Projects Funds	4	4
Enterprise Funds	6	6
Internal Service Funds	5	5
Agency Funds	7	0

Governmental Fund Type Statements are prepared on the modified accrual basis of accounting in accordance with current accounting standards for governmental units. Proprietary Fund Type Statements, which include enterprise and internal service funds, are prepared on the accrual basis of accounting. Fiduciary Fund Type Statements, which include agency and pension funds, are prepared on the accrual basis of accounting. Government-wide financial statements are prepared on the accrual basis of accounting. The County will make every effort to record all payables and receivables existing at year-end. The Accounts Payable System is operated in a dual-year processing mode for two weeks following year-end with all payments for prior year services charged directly to the prior year.

The Director of Financial Services is responsible for maintaining the County's accounting records, as well as for Budget preparation and controls, purchasing procedures and controls, Risk Management/Insurance, Treasury, and Tax Assessment. The Director of Accounting oversees financial activities on a day-to-day basis for General Accounting (including capital assets), and Financial Reporting. The Financial Reporting and Accounting Managers are responsible for audit coordination, and will meet on a weekly basis with the audit staff. The Director of Accounting, as well as the Financial Reporting and Accounting Managers, will be available as needed to confer with the audit staff, answer questions, and ensure that necessary information is provided to the Auditor on a timely basis.

Assistance from County Staff

County staff will prepare confirmation letters, following the format provided by the Auditors, to banks, paying agents, and grantors; however, to the extent possible, we prefer the Auditors use Confirmation.com. County staff will prepare supporting detail schedules for General Ledger account balances. County staff will provide the Auditors with access to SAP to review documents, including journal vouchers and accounts payable vouchers. County staff will provide the Auditors with any other documents that are not available electronically. Adequate audit workspace will be provided in close proximity to the accounting and financial reporting teams.

Prior year audit reports and working papers can be made available to the Auditors. Management letters from prior years can be made available, with the work plans prepared by the County in response. Any additional information required during the audit should be requested by the Auditors.

III. Scope of Services

Audit and Audit Objectives

Proposals are requested for an examination and expression of opinion on the fair presentation of the basic financial statements, including governmental activities, business-type activities, aggregate discretely presented component units, major funds, aggregate remaining fund information, and the notes to the financial statements, in conformity with generally accepted accounting principles. The examination must be performed in accordance with government auditing standards issued by the U.S. General Accounting Office, the generally accepted auditing standards (GAAS) established by the American Institute of Certified Public Accountants (AICPA), the Single Audit Act of 1984 (as amended in 1996) and the provisions of OMB Circular A-133. It must also meet the requirements of the applicable laws of the State of Georgia.

The Auditor is not required to audit the supporting schedules contained in the CAFR, which include combining non-major fund financial statements, introductory, statistical and disclosure statements, and the accompanying Schedule of Expenditures of Federal and State Awards. However, the Auditor is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The Auditor is not required to audit the statistical section of the report. The Auditor shall be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.

The Auditor is not required to audit the Schedule of Federal and State Financial Assistance. However, the Auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements and any additional testing required.

The Auditor is not required to audit the supporting schedule of Special Sales Tax Proceeds. However, the Auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

An Audit Progress Report is required to be made each week by the Audit Manager or Senior Manager (a written report to be presented at the weekly meeting). The report should update the County on areas covered during the week, findings in those areas and any recommendations for improvements.

Recommendations for improving the County's accounting procedures, internal controls, and other related areas should be developed by the Auditor during the course of the examination. Areas in need of improvement should be communicated verbally during the weekly meetings as described in the preceding paragraph. The findings and the recommendations for improvement should be summarized in a draft report (management letter). A copy of the draft is to be delivered to the Department of Financial Services Management, who will have a work plan prepared to address the recommendations. Following this review, the Auditors will participate in a conference to discuss the management letter and the work plan drafts. The Auditors may also be required to present the audit results and recommendations to the following County staff: the CFO/Finance Director, the County Administrator, the Chairman of the Board of Commissioners, the Board of Commissioners, the Retirement Plans Management Committee, the Development Authority, Audit Committee and any other County staff as determined in the future.

The Auditor may also be required to provide Bond Issue Services for the County on an as needed basis.

Required Audit Reports

The County will require the following reports for each year of the audit contract:

- A report on the fair presentation of the County's financial statements for governmental activities, business-type activities, aggregate discretely presented component units, major funds, and the aggregate remaining funds along with an "in relation to" statement on the County's combining non-major fund financial statements and Schedule of Expenditures of Federal and State Awards.
- A report on the Schedule of Federal and State Financial Assistance, notes to the Schedule of Federal and State Financial Assistance and all reports on compliance and internal control necessary to comply with the Single Audit Act Amendments of 1996, and OMB Circular A-133 requirements, including the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-profit Organizations (OMB No. 0348-0057). Completion of any Grant Certifications as may be required.
- Preparation and distribution of "in-relation-to" State of Georgia Supplemental Sales Tax Reports (include in cost of Sales Tax Funds reports).

The Auditor will perform an examination and express an opinion on the fair presentation of the following:

- A) Water and Sewer Authority
- B) Airport Authority
- C) Recreation Authority
- D) Public Facilities Authority
- E) Gwinnett Public Library System
- F) Development Authority
- G) Stormwater Authority
- H) Pension Trust Fund
- I) OPEB Trust Fund
- J) Defined Contribution Plan
- K) Gwinnett Convention and Visitors Bureau
- L) Infinite Energy Center
- M) Alternative Dispute Resolution Fund
- N) Law Library
- O) Urban Redevelopment Agency

The Auditor will perform a financial audit and prepare a compliance report on the following:

- A) Hotel Motel Tax
- B) Motor Vehicle Excise Tax
- C) E-911
- D) 2009 Sales Tax Fund
- E) 2014 Sales Tax Fund
- F) 2017 Sales Tax Fund (and any succeeding SPLOST Programs/Funds as applicable)
- G) Cities SPLOST
- H) Service Delivery Strategy

Review of/Assistance with Financial Statements

Throughout the contract period the Auditor shall advise the County on implementation of new accounting standards as promulgated by authoritative bodies. The Auditor shall also advise the County on specialized accounting questions that may arise and any changes in Georgia State Law that may affect financial reporting. The County acknowledges its responsibility for the reliability, accuracy and completeness of all financial presentations.

The County intends to issue annually a Comprehensive Annual Financial Report (CAFR) prepared in conformity with generally accepted accounting principles and all applicable federal and state requirements. It will submit each CAFR to the Georgia Department of Audits as required by state law. In addition, the CAFR will be submitted to the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting Program. The County expects to receive the award each year.

The County staff will prepare the CAFR draft copy to include basic financial statements, which includes government wide financial statements, major fund financial statements, non-major fund statements, and supporting schedules. Auditors will be required to review the CAFR document and bring to management's attention any potential problems, as well as provide guidance in the preparation of specific note disclosures, or to actually prepare specific note disclosures.

The County staff will be responsible for CAFR production work to include printing and publishing. The County staff will participate in a thorough review of the draft CAFR document.

The County staff will provide, where applicable, financial statements for the following audit reports: Development Authority, Water and Sewerage Authority, Recreation Authority, the Stormwater Authority and the Urban Redevelopment Agency

Throughout the contract period the Auditor shall advise the County on implementation of new accounting standards as promulgated by authoritative bodies. The Auditor shall also advise the County on specialized accounting questions that may arise. The County acknowledges its responsibility for the reliability, accuracy and completeness of all financial presentations.

Required Audit Time Schedule

The County's fiscal year runs from January 1 through December 31. For each fiscal year, the audit is to be scheduled so that the County's CAFR is completed and ready to publish by May 15th. County records will be available for testing at any time. The County's cut-off for all automatic year-end accruals is normally set for the 10th workday in January. The cut-off for manual accruals is normally set for the 20th workday in January. All funds will be closed and ready for audit by the beginning of February each year. With the implementation of GASB 63/65 and 74/75, the Library System audit (discretely presented component unit) causes a delay in publishing the CAFR due to the timing of pension and OPEB data required from the State. However, every effort should be made to meet the May 15th deadline for all other funds.

Following the signing of the audit contract, a pre-audit conference will be held with the selected firm and the County financial staff. At that time a detailed schedule for the annual audit will be developed. A similar pre-audit conference will be held each year of the contract. The County reserves the right to specify the order in which Funds are to be audited each year. Proposed bond issues or other events may require that a particular Fund be given priority.

The Independent Auditor's Report should be issued by May 7th of each year or as soon as allowed with the exception of the Library Systems timing of pension and OPEB data requirement. The Single Audit reports will be issued in conjunction with the publishing of the CAFR. All other reports required by State Law and other various agreements should be issued by June 15th of each year. Issuance of the "in-relation to" State of Georgia Supplemental Sales Tax Report should be scheduled to meet the State's submission deadline of June 30th.

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost proposal. The Auditor agrees to complete and deliver reports as outlined, no later than the expressed required date, and further agrees that the County may retain from the amount due for any report the amount of 2.5% per week past the due date. Upon reaching five (5) weeks of delinquency, the amount may increase incrementally 5% per week until the requirements are successfully fulfilled.

Audit work papers are to be retained, at no cost to the County, for at least five years and are to be made available for examination by authorized representatives of the County and other governmental agencies. Working papers shall be made available for review by successor Auditors. The previous audit firm shall respond to reasonable inquiries from a successor firm.

Other Services

Other services include any services provided beyond the annual financial audit described above. The contract for audit services will include, but not be limited to, the following additional services provided they are performed in compliance with Generally Accepted Auditing Standards (GAAS):

- Information Systems Consulting
- Operational Reviews
- Internal Investigations
- Forensic Services
- Special Audits
- Provide written communications, consultations, and training on new GASB/GAAP pronouncements and their impact on the County's financial reports

List any optional services that your firm would provide beyond the above list.

IV. PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submission Content

The Consultant's Proposal shall be responsive to the specific range of issues described in this Request for Proposal. Consultants are asked to read the Request for Proposal carefully to insure that they address the specific requirements of this Request and submit all requested information.

Phase I – Technical Proposal

Tab A – Qualifications of Firm – 30 Points

Proposals should provide information about the firm and should address the qualifications and depth of experience of the firm's local office in conducting governmental audits. It is mandatory that a proponent be properly licensed for public practice in the State of Georgia as a certified public accountant, and that a proponent meets the independence requirements of the GAO (Government Accountability Office) Audit Standards.

Proposals should address the qualifications and experience of each senior and higher level person to be assigned to the audit. Qualifications include education, certification, special training, and

professional activity. Experience should be quantified by degree of responsibility, as well as number of years. Provide the number of audits for governmental units performed by the local office within the last three years designating which were Single Audits. Attach a copy of the results for the most recent peer review.

Tab B – Understanding and Approach to Audit – 25 Points

Proposals should describe the approach that the firm would use in performing the County's audit. Items to be addressed include the type of audit program to be used, the organization of the audit team and their approximate percentage of time to be spent on the audit, as well as the assistance expected from County staff and a preliminary schedule which should correspond to the required dates in Section III.

Tab C – Client References – 15 Points

Proposals should provide the names and telephone numbers of five (5) previous governmental clients within the past 5 years whom the County can contact for an appraisal of the firm's services. The most effective references will come from entities, comparable in size to the County, for which your firm has provided services very similar to those that the County is requesting. Indicate how many of your governmental audit clients have received the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Tab D – Record of Firm – 15 Points

Proposals should address the firm's participation in quality control programs, either AICPA-sponsored or comparable. Also include the results of peer reviews during the past three years, and a description of any regulatory action taken by any oversight body against the firm and/or its staff in the last three years.

Pricing – Cost Schedule - Refer to Pages 18-20 – 15 Points (To be submitted in a separate sealed envelope)

Proposals should clearly outline the firm's hourly fee structure and the maximum hours to be billed for the County's audit. Make any additions necessary to the format to provide a complete fee schedule. Advise if these rates will apply to any additional work that might be requested by the County, especially as related to bond issues. If not, provide the rate that would apply for additional work. Also, indicate any anticipated rate increases over the life of the contract. The increases should account for updates in audit tasks, which are made as part of the normal course of business for staying compliant with new pronouncements, statements, and standards.

Compensation – Reimbursable Expenses

Proposals should clearly indicate any other charges that might be made in conjunction with audit services. Indicate any anticipated rate increases during the life of the contract.

Compensation – Total Cost of Services

Proposals should clearly state the **not-to-exceed** amount to be charged.

Compensation – Other Services

Proposals should clearly outline the firm's hourly fee structure for any additional services.

Additional Information

Proposals may include any additional information about your firm that would be relevant for the County's selection of its Auditor for the Fiscal Years 2019-2023. Your firm may use your own format for this information. Please label it "ADDITIONAL INFORMATION".

V. FORMATTING

Failure to use the following formatting may result in your proposal receiving a lower score.

TAB A - Qualifications and Technical Competence of Firm - 30 Points

1. Name of Firm:

2. Address of Firm Headquarters:

3. Address of Local Office:

4. Primary Contact Person(s) at Local Office:

_____ (Tel) _____
_____ (Tel) _____

5. Number of Employees:

Total Firm _____ Local Office _____

6. Founding Date:

Firm _____ Local Office _____

Attach an affirmation that the proponent is properly licensed for public practice in the State of Georgia as a certified public accountant, and that the proponent meets the independence requirements of the GAO Audit Standards.

Qualifications of Local Staff to be Assigned

Name/Title	Degree(s)/ Certification Audit Training	Years of Professional Experience	Years With Firm	List Audits Performed For Governments In Last Three Years	Responsibility on Each Audit Listed	Other Qualifications

Audits Performed for Governmental Units By Local Office in Last Three Years	Scope of Services (on each)	Were Services Completed on Schedule?*

* If no, attach an explanation on why services were not completed on a timely basis

TAB B - Understanding and Approach to Audit –35 Points

Describe the approach the firm would take to perform the audit, including additional sheets, if necessary:

1. Type of audit program used (standard governmental or other).

2. Use of statistical sampling.

3. Use of computer audit specialists.

4. Organization of audit work team and percentage of time to be spent by each position on audit.

On a separate sheet state your firm's understanding of the County's audit objectives and requirements. Briefly outline the audit work plan and schedule your firm would follow to meet them within the deadlines in Section III. Specify the assistance required from County staff to complete the work plan.

On a separate sheet address your firm's ability to absorb the workload described above, including availability of personnel and your firm's commitment to provide service on a timely basis.

Tab C –Client References –10 points

Name of Client Government	Service(s) Provided to Client	Date(s) of Service	Contact Telephone #	Contact Email
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- 1.
- 2.
- 3.
- 4.
- 5.

- List above representative clients for who audit work has been successfully completed within the past five years. Attach any relevant letters or documentation to support the references provided.
- By submitting these references, your firm is authorizing Gwinnett County to contact the above clients to verify the information provided for accuracy.

Tab D - RECORD OF FIRM – 15 Points

1. Describe firm's participation in AICPA-sponsored or comparable quality control programs.
2. Include results of peer reviews during the last three years.
3. Include description of any regulatory action taken by any oversight body against the firm and/or any staff member in the last three years.
4. Describe any lawsuits in the last three years involving the firm's audit work.

XI. SELECTION PROCESS

The proposals will be reviewed by a selection committee composed of County personnel. Using the Proposal Evaluation Criteria that follow, the Committee will evaluate all responsive technical proposals, and score and rank them accordingly.

Criteria	Tab	Points
Technical Evaluation		
Qualifications and technical competence of the firm and the proposed audit personnel including demonstrated understanding of the local governmental auditing environment. <ul style="list-style-type: none"> • Firm - 10 Points • Assigned Local Staff – 20 Points 	A	30
Understanding and Approach to Audit Expressed understanding of Gwinnett's audit objectives and requirements and the technical soundness of the audit approach to be used to achieve.	B	35
Client References	C	10
Record of Firm	D	15
SUBTOTAL		90
Cost (Submitted in a separate sealed envelope)		10
TOTAL		100
Optional Interview		10
TOTAL		110

The County may negotiate terms of the contract with the finalist(s). Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest. The County may negotiate terms of the contract with the finalist(s). The County reserves the right to request clarification and additional information from proposing firms if such information is needed to assist in the evaluation process.

If an interview is requested, it will be worth an additional 10 points in the selection process. The consultant(s) will be responsible for any cost associated with the request for additional information and/or an interview. If unable to reach an agreement with the highest scoring consultant, the County may then negotiate with the second ranked consultant and so on until a satisfactory agreement has been reached or the County may terminate the process.

The selection committee will recommend award of the contract to the highest scoring company. Upon the County's award of the contract, the County will present an agreement to the selected Consultant for execution. If execution of this agreement with the selected Consultant is unsuccessful, the County may negotiate with the second ranked Consultant and so on until satisfactory agreement has been reached.

XII. INSURANCE

The selected Consultant will be responsible for providing evidence of insurance coverage as required in the Standard Insurance requirements and maintaining said insurance throughout the period of service.

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

COST SCHEDULE
(To be submitted in a separate seal envelope)

COMPENSATION - TOTAL COST OF SERVICES:

Note: The contract term is November 1, 2019 through December 31, 2024. The audits will be conducted for years 2019 through 2023. (Example: 2019 audit will be conducted in 2020.)

	Fiscal Year				
	Audit for FY 2019	Audit for FY 2020	Audit for FY 2021	Audit for FY 2022	Audit for FY 2023
Financial Audit	\$	\$	\$	\$	\$
Single Audit (Including Grant Certification)	\$	\$	\$	\$	\$
Bond Issue Work	\$	\$	\$	\$	\$
Motor Vehicle Tax	\$	\$	\$	\$	\$
Water & Sewer Authority	\$	\$	\$	\$	\$
Public Facilities Authority	\$	\$	\$	\$	\$
Development Authority	\$	\$	\$	\$	\$
Stromwater Authority	\$	\$	\$	\$	\$
Airport Authority	\$	\$	\$	\$	\$
Recreation Authority	\$	\$	\$	\$	\$
Convention & Vistitors Bureau	\$	\$	\$	\$	\$
Infinite Energy Center	\$	\$	\$	\$	\$
2009 Sales Tax Fund	\$	\$	\$	\$	\$
2014 Sales Tax Fund	\$	\$	\$	\$	\$
2017 Sales Tax Fund	\$	\$	\$	\$	\$
Public Library System	\$	\$	\$	\$	\$
OPEB Health Plan	\$	\$	\$	\$	\$
Defined Benefit Pension Plan	\$	\$	\$	\$	\$
Gwinnett Stadium	\$	\$	\$	\$	\$
Hotel/Hotel Tax	\$	\$	\$	\$	\$
Cities SPLOST -2009 Sales Tax Fund	\$	\$	\$	\$	\$
Cities SPLOST -2014 Sales Tax Fund	\$	\$	\$	\$	\$
Cities SPLOST -2017 Sales Tax Fund	\$	\$	\$	\$	\$
Alternative Dispute Resolution	\$	\$	\$	\$	\$
Law Library	\$	\$	\$	\$	\$
Urban Redevelopment Agency	\$	\$	\$	\$	\$
E911	\$	\$	\$	\$	\$
Service Delivery Strategy Compliance	\$	\$	\$	\$	\$
Total Cost	\$	\$	\$	\$	\$

Company Name: _____

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

COST SCHEDULE (Continued)
(To be submitted in a separate seal envelope)

COMPENSATION – FEES:

Position/Title	Hourly Rate	Planned Hours	Total Cost
Staff Auditor	\$		\$
Senior Auditor	\$		\$
Audit Manager	\$		\$
Senior Audit Manager	\$		\$
Partner	\$		\$

- Planned hours should correspond with response to Audit Approach.
- The hourly rates are for the entire contract term (November 1, 2019 to December 31, 2024).
- No overhead factor shall be charged in addition to the hourly rate.

COMPENSATION - REIMBURSABLE EXPENSES:

Reimbursable Expenses To Be Charged To Audit	Hourly Rate
	\$
	\$
	\$
	\$
	\$

- Examples of reimbursable expenses are mileage, computer time, telephone, travel, printing or copy costs, etc.
- The rates are for the entire contract term (November 1, 2019 to December 31, 2024).

COMPENSATION - OTHER SERVICES:

Position/Title	Hourly Rate
	\$
	\$
	\$

OPTIONAL SERVICES:

Service	Cost
	\$
	\$
	\$
	\$

Company Name: _____

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

FIRM INFORMATION

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

The services to be performed under this Agreement shall commence on November 1, 2019 or upon award by the Board of Commissioners. The initial term of this Agreement shall be through December 31, 2019. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of 5 years and 2 months. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

Certification of Non-Collusion in Proposal Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein, if this proposal is accepted by the Board of Commissioners within ninety (90) 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 bid schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to proposers.

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 _____



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





CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

Company Address

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.

**Provision of Audit Services
MULTI-YEAR CONTRACT**

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:

The services to be performed under this Agreement shall commence on November 01, 2019 for the Provision of Audit Services on an Annual Contract. The initial term of this Agreement shall be through December 31, 2019. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of 5 years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

2. ATTACHMENTS:

This Contract shall consist of the Consultant's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, 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 bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

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

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Consultant for the actual quantity of work performed. 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) is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). 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. TERMINATION FOR FUND APPROPRIATION:

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, 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.

9. 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.

10. ASSIGNMENT:

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

11. 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.

12. 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.

13. 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.

14. 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

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

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

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - 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.
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 MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

RP031-19

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 _____

**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.gwinnettcounty.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@gwinnettcounty.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.