



June 16, 2022

**REQUEST FOR PROPOSAL  
RP024-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consulting firms for the **Provision of Managed Services for IT Project Management on an Annual Contract with Four (4) Options to Renew** for the Department of Information Technology Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on July 27, 2022** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A WebEx pre-proposal conference is scheduled for **10:00 A.M. local time on June 30, 2022**. To access, dial 408-418-9388, enter Access Code 23370898514###. All Service Providers are urged to attend. Questions regarding proposals should be directed to Dana Garland, CPPB at [dana.garland@gwinnettcounty.com](mailto:dana.garland@gwinnettcounty.com) or by calling 770-822-8723 no later than **3:00 p.m. on July 8, 2022**. Proposals are legal and binding upon the vendor when submitted. **One unbound single sided original, six (6) copies, and one (1) electronic copy on a flash drive should be submitted.**

Successful firms 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, ADA Coordinator, 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.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a proposal will be notified via email.

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

**Dana Garland, CPPB, FOII, NIGP-CPP  
Purchasing Associate III**

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

**Cost Schedule (Return in a separate envelope)  
Firm Information, Page 16  
References, Page 17-19  
List of Subcontractor, Page 20  
Contractor Affidavit and Agreement, Page 21  
Code of Ethics Affidavit, Page 22**

## 1.0 INTRODUCTION

### 1.1. Overview

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consulting firms to provide on-demand project management services to augment project management resources within the Department of Information Technology Services' Project Management Office. The selected firm is expected to manage all aspects of project management service delivery for selected County projects including recruitment, onboarding, training, and performance of highly skilled project management resources.

### 1.2. Definitions

The following definitions are used in the proposal:

- **Client or County** means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- **Project Management Office** means the group within a firm or organization that sets and enforces project management standards and provides project management resources to manage projects.
- **Firm** means the firm, company or organization that supports and manages all aspects of on-demand project management delivery as a service to the client.

### 1.3. Background and Current Environment

Gwinnett County departments and agencies are challenged more than ever to drive innovation, to operate efficiently, to deliver cost-effective, robust solutions, to protect assets, and to position the County for the future. The Department of Information Technology Services (ITS) is a strategic partner with the business units in making solid investments to meet these obligations as they relate to specific areas of responsibility. The Department of Information Technology Services consists of six Divisions: Cybersecurity, Infrastructure & Operations, Enterprise Applications Support & Development, Emerging Technologies & Digital Transformation, Fiscal & Administrative, and Business Strategic Services.

The mission of the Business Strategic Services Division (BSS) is to support business transformation through innovative technology initiatives for Gwinnett County. BSS leads the efforts to ensure alignment between business and IT by identifying business cases for investment in technologies that matter the most to the business and directly support the Board of Commissioners' strategic priorities. Once business cases are approved, BSS also oversees delivery of the selected solution.

The Project Management Office (PMO) within the BSS Division leads the effort in implementing a consistent project management methodology that increases on-time delivery of projects and improves the capital budgeting process. In addition to providing repeatable delivery processes, the PMO also provides professional project management resources to plan and manage County IT projects. The PMO currently manages a portfolio of 100+ technology initiatives in the pipeline for implementation to meet the County's current and future needs.

One of the biggest challenges for the PMO is the inefficiencies with recruitment and sourcing of qualified professional project management resources to manage County initiatives. To address this need, the PMO is seeking an adaptable consulting service that enables the County to scale the amount of project management resources up and down to fit business needs.

## 2.0 SCOPE OF SERVICES

### 2.1. Overview

Gwinnett County's Information Technology Department is seeking a qualified consulting firm that can provide on-demand project management personnel to lead the implementation of information technology initiatives to enhance the County's technology infrastructure, business capabilities, and overall performance, while maintaining a high degree of customer satisfaction.

These specialized services are requested on an on-demand basis, in the following areas in the County's technical environment:

**NOTE:** *This is not an all-inclusive list of every type of project managed. The intent of this list is to provide examples of the most common types of projects managed by the PMO.*

- System/server/network update and support projects
- Cloud system planning, evaluation, and migration projects
- Security/audit compliance update/review projects
- Infrastructure update and support projects
- Network assessments, design, and tuning projects
- Voice system (VoIP) assessments, design, and tuning projects
- System architecture, design, and solution projects
- Firewall update and support projects
- Email security, load balancer and web filter support projects
- Office 365 updates and support projects
- Mobile data management update and support projects
- Wireless network update and support projects
- Application update and support projects
- Commercial off-the-shelf software implementation projects
- Major application maintenance projects
- Database management system transition projects
- Enterprise Application development projects
- Report development projects
- SharePoint and Web development projects
- Business process improvement projects
- Public Safety Application Updates and Support Projects
- Enterprise Resource Planning (ERP) Projects

### 2.2. Service Requirements

The selected firm is expected to provide the following:

- Firms shall provide experienced, highly skilled IT Project Managers that will meet the following objectives and responsibilities:
  - Adhere to Gwinnett County ITS PMO project management standards and methodologies for technology implementations

- Manage the planning, assignment, and execution of project tasks using Microsoft Project 2019
- Deliver services in accordance with best practices for project delivery; executing any or all of the following:
  - Development of Project Charter
  - Development of project plan and schedule
  - Coordination and scheduling of project activities across customer and functional areas
  - Consultation on operational and infrastructure requirements, standards, and configurations
  - Facilitate project status meetings
  - Timely project status reporting
  - Address project issues with functional areas and management
  - Escalation of significant issues to customers and executive management
  - Manage project scope and deliverable requirements
  - Document changes to project scope and schedule
  - Facilitate and document project closeout
- Firm shall ensure that IT Project Managers assigned to any County project pursuant to this request for proposal have the relevant, demonstrated skills and expertise to provide such project support services, including without limitation the following skills and expertise:
  - Bachelor's degree or equivalent, seven (7) years of information technology project management experience
  - Project Management Professional (PMP) certification is mandatory
  - Agile Certified Practitioner (PMI-ACP) or similar certification is preferred
  - Proficiency with Microsoft Office, Visio and Microsoft Project is required
  - In-depth understanding of Waterfall and Agile Development methodology principles
  - Excellent and very persuasive oral and written communication and presentation skills.
  - Exemplary, advanced interpersonal, conflict resolution and leadership skills
  - Advanced knowledge of concepts, practices, and procedures in managing technology projects
  - Experience managing projects with similar scope to initiatives within the County's technology environment
- Firms shall provide experienced, highly skilled IT Business Analysts that will meet the following objectives and responsibilities:
  - Perform feasibility analysis, scopes projects, and works with the applications management team and the Project Manager to prioritize deliverables and negotiate on product functionalities.
  - Create detailed Business Requirement Document (BRD) and translate it into functional specifications.
  - Provide analytic support by coordinating data extraction from various databases and data interpretation.
  - Partner with development and analytic teams to provide reporting on software solutions.
  - Participate in Integration Testing and User Acceptance Testing (UAT) and Functionality Testing.

- Perform research and interviews to determine IT business requirements and then translate such into specifications for technical projects.
  - Focus on the people side of change in the area of systems and technology, processes, job roles and skills, as well as organizational structures.
  - Serves as liaison for customers for professional service and support requests.
  - Demonstrate proficiency in requirements gathering, estimation, gaining customer approval, execution, testing and delivery of technical solutions.
  - Identify process improvement opportunities.
  - Develop business process models and documentation.
  - Assist business in Change Management activities.
- Firm shall ensure that IT Business Analysts assigned to any County project pursuant to this request for proposal have the relevant, demonstrated skills and expertise to provide such project support services, including without limitation the following skills and expertise:
    - Bachelor's Degree in Business or IT
    - 5+ years of experience working as a Functional, Data or Business Analyst
    - Advanced skills in MS Tools- Excel, Power Point, Project, Visio, and Outlook
    - 5+ years of customer interfacing experience – project oversight, customer presentation.
    - 5+ years' work experience in full systems development
    - Excellent communication skills (written and verbal)
    - An overall general understanding of large IT operating environments, Change Control, Desktop Support, Service Desks, Application Development, Release Management, Networks, Storage, Data Centers.
    - Familiar with Software and System Development Life Cycles and Agile Development methodology.
    - Understands the concepts, best practices, and execution of Business Analysis and Project Management principles.
    - Expert skills in process mapping, requirements definition, design documentation and system implementation including using Visio and Adobe.
    - Excellent organizational and people management skills. Strong understanding of how to manage change.
    - Energetic, action-oriented, positive approach to problem solving and ability to balance multiple projects concurrently.
    - Excellent client-facing and internal communication skills.
    - Good workshop facilitation and presentation skills.
    - Executive Presence.
  - Firm will meet the following requirements regarding project staffing:
    - Firm must recruit, pre-screen, and interview all proposed candidates and perform reference checks in advance
    - Firm must perform a technical assessment for all proposed candidates in advance

### **2.3 Addition and Substitution of Personnel**

Firm must make its best efforts to maintain staff continuity throughout the life of the project. If, however, a substitution becomes necessary, the firm must submit resumes for review, in advance, for

all proposed personnel substitutions. All personnel substitutions must be approved in writing by Gwinnett County. Failure to receive the required approvals may result in termination of the contract.

Additionally, the County may request a change to the firm's assigned personnel. Change of personnel reasons include but are not limited to:

- Security violation
- Failed to demonstrate expected level of professional knowledge
- Communication deficiency
- Attendance problem
- County's discretion

In the event the firm needs to add or substitute personnel during the contract term, firm shall adhere to the following:

1. Provide the County with several qualified candidates as potential replacements. Detailed resumes of proposed personnel replacements must be provided to the County within twelve (12) calendar days prior to either the proposed start date of any additional personnel or, in the event of substituted personnel, the last working day of the replaced individual.
2. The County shall have the right to conduct an interview of all such personnel.
3. The County shall provide firm with written notice of approval or rejection of proposed personnel within three (3) business days of receipt of the resume packet. The County shall have the right to reject assignment of any of the firm's personnel.
4. Within five (5) calendar days of the County's written notification of rejection, firm must provide the County with additional resumes of proposed individuals for review.
5. This process must be repeated until the County provides written notice to firm of the individual selected.
6. The approved replacement personnel must be on-site at the County within ten (10) calendar days of selection notice.

#### **2.4 Firm's Roles and Responsibilities**

The firm shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract. This person will be responsible for the overall project and will be the contact for all invoicing and staffing issues.
2. Manage all aspects of service delivery for specific programs/projects including recruitment, onboarding, training and performance of project management resources placed by the firm.
3. Provide written progress and performance reports for review and approval by Gwinnett County ITS and formally respond to the review findings as necessary.
4. Meet as required with Gwinnett County ITS to discuss progress and the project portfolio.

## **2.5 Gwinnett County ITS Roles and Responsibilities**

Gwinnett County ITS shall:

1. Provide access to business and technical documents as necessary for firm personnel to complete the tasks identified in this Agreement.
2. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
3. Provide work areas and technology hardware/software as needed.

## **2.6 Deliverable Acceptance Criteria**

All concluded work must be submitted to Gwinnett County ITS for review and approval or rejection. Payment for all tasks performed under this Agreement will be based on hourly rates. It will be Gwinnett County ITS' sole determination as to whether any tasks have been successfully completed and are acceptable.

Throughout the contract, Gwinnett County ITS will review and validate services performed. In addition, the BSS Deputy Director will verify and approve the firm's invoices. Signed acceptance is required to approve an invoice for payment.

Deliverable acceptance criteria consists of the following:

1. Deliverable-specific work was completed as specified and the final deliverable product or service was rendered.
2. Plans, schedules, designs, documentation, digital files and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed and stored in the appropriate repository.
4. All deliverables are in an agreed upon format useful to Gwinnett County ITS.
5. If a deliverable is not accepted, Gwinnett County ITS will provide the reason, in writing, within ten (10) calendar days of receipt of the deliverable.

## **2.7 Warranty**

Firm shall correct, at no added cost to the County, all errors, issues, problems found with the services provided during the term of the engagement and any warranty period specified.

## **2.8 Reporting Location**

All work will be performed on-site at the offices of the Gwinnett County Justice Administration building in Lawrenceville, GA.

**2.9 Hours of Availability**

The County’s standard hours are 8:00 a.m. – 5:00 p.m. Eastern Time Zone (EST), Monday through Friday. Client anticipates services to be provided by firm during the County’s standard hours of operation with occasional work afterhours, weekends, and holidays to meet critical deadlines.

**2.10 Background Clearance**

All firm personnel will be required to undergo a background check and security awareness certification. All background checks and security awareness training will be paid for by Gwinnett County.

Failure of firm to supply personnel who pass a required background check or security certification could result in the termination of the contract. Passing status must be maintained by firm personnel for the duration of the contract.

**2.11 Contract Period of Performance**

The contract will be an annual contract with four (4) options to renew for an additional 12-month period. Contract will start upon award by the Board of Commissioners. Pricing will remain firm through the initial contract term. The County will expect the selected firm to immediately provide project management services upon execution of a written contract.

**3.0 OVERALL EVALUATION PROCESS**

Proposals will be evaluated based on their relative responsiveness to the criteria and values described below.

Tab	Criteria	Points
<b>Part 1</b>		
1	<b>Firm Profile</b> (firm history, financial stability, quality and completeness of proposal presentation)	10
2	<b>Experience and Qualifications</b> (documented experience in successfully performing services of a similar size and scope of those required by this request for proposal)	30
3	<b>Work Plan</b> (approach to service delivery)	20
4	<b>Staffing and Resources</b> (approach to recruiting, placing, and managing personnel)	20
5	<b>Client References</b> (provide at least three (3) references from past clients that are similar in size and complexity to the County)	10
<b>Sub-Total</b>		<b>90</b>
<b>Part 2</b>		
Cost Schedule		10
<b>Sub-Total</b>		<b>100</b>
<b>Part 3</b>		
Optional – Interviews		10
<b>Total</b>		<b>110</b>

**Part 1 Evaluation:** Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the point values as shown. Please note that references, and subsequent reference checks, are a required component of Part I scoring.

**Part 2 Evaluation:** Firms may be short-listed for further consideration. The Cost Schedules of the short-listed firms from Part 1 will be opened, reviewed, and scored with the lowest cost receiving the most points and the other firms receiving proportional points based on the differences in proposal costs.

**Part 3 Evaluation:** At the County's discretion, or as deemed in the County's best interest, firms may be short-listed again for an interview. At this time, Gwinnett may request further information, explanations, clarifications, presentations, interviews, or meetings with some or all the remaining firms. All interviews will be the sole responsibility of the proposing firms and at no cost to Gwinnett County.

The County will then enter contract negotiations with the highest scoring firm. If an agreement with the highest ranked firm cannot be reached, Gwinnett County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

## **4.0 PROPOSAL GUIDELINES**

### **4.1 Intent**

It is the intent of the County, through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the Agreement resulting from this request for proposal.

Before submitting a proposal, the firms shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the proposal and shall be made a part of the contract. It shall be the firm's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the proposal and the selected firm's proposal and any additional documentation (e.g., questions and answers) provided by the firm during the solicitation process will be integrated into the final contract for services entered between the County and the selected firm.

Firm shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the Agreement must be performed.

### **4.2 Requirements for Signing Proposal**

Each firm, by making a proposal, represents that this document has been read and is fully understood.

The proposal should be signed in ink or through DocuSign or a similar program by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal. All manual signatures should have the name typed directly under the line of the signature.

**5.0 PROPOSAL RESPONSE FORMAT**

To facilitate the analysis of responses to this request for proposal, the firm should prepare their proposals in accordance with the instructions outlined in this section. Firms should respond in full to all request for proposal sections and follow the proposal format (section numbering, etc.) in the response. **Firms should not submit website links in lieu of written responses.** In an effort to ensure the County’s ability to evaluate and choose a successful firm for this project, firms are encouraged to be responsive to the specific range of information requested in this solicitation. Submission of excessive “boiler plate” information, including sales brochures, is discouraged.

**For each question asked in the request for proposal, the firm should provide in the response, the question asked and the answer using the section numbering of the request for proposal.**

Proposals should be letter size, single-sided written pages using a font size no smaller than 12 point.

Proposals shall be prepared to satisfy the requirements of the request for proposal. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Section Title	Section Contents
1	Firm Profile	<ul style="list-style-type: none"> <li>Cover Sheet</li> <li>Cover Letter &amp; Executive Summary</li> <li>Response to questions in Profile of the Proposing Firm (Section 5.4)</li> <li>Table of Contents</li> </ul>
2	Qualifications and Experience	<ul style="list-style-type: none"> <li>Response to questions in sub-section #5.5 – Qualifications and Experience</li> </ul>
3	Work Plan	<ul style="list-style-type: none"> <li>Response to questions in sub-section #5.6 – Work Plan</li> </ul>
4	Staffing and Resources	<ul style="list-style-type: none"> <li>Response to questions in sub-section #5.7 – Staffing and Resources</li> </ul>
5	Client References	<ul style="list-style-type: none"> <li>Response to questions in sub-section #5.8 – References</li> </ul>
6	Cost Schedule - <b>Submitted in a Separate Sealed Envelope</b>	<ul style="list-style-type: none"> <li>Cost Schedule</li> </ul>

Instructions relative to each part of the proposal are defined in the remainder of this section.

**5.1 Cover Sheet**

The Response Cover Sheet is the title page for the response and should include the following information:

- Request for Proposal Number and Name (RP024-22, Provision of Managed Services for IT Project Management)
- The firm submitting the proposal response.
- Date of Submission.

## 5.2 Cover Letter and Executive Summary

The Cover Letter shall be on firm letterhead and indicate any major requirements that cannot be met by the firm's proposed solution. Within the cover letter, please identify the person who will be the firm's main point of contact with the County, and who can negotiate in terms of both scope and cost. Provide the point of contact's name, title, email, mailing address, and telephone number. An individual authorized to legally bind the firm must sign the transmittal letter.

The executive summary should be limited to a brief narrative not to exceed two (2) pages describing the proposed service offering. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

## 5.3 Table of Contents

The firm should provide a Table of Contents that clearly indicates the contents of the request for proposal and the respective pages (all of which shall be sequential uniquely numbered).

## 5.4 Profile of the Proposing Firm(s)

This section should include a brief description of the firm's size as well as the proposed local organization structure.

- A. Provide a detailed narrative of firm's organization. The narrative should include the following:
  1. Brief overview of business operations, with an emphasis on IT-related project management services.
  2. Firm size as well as the proposed local organization structure.
  3. For any subcontractor included in the response, firms must provide a description of the role and level of involvement proposed for the subcontractor, as well as the subcontractor's prior experience and other qualifications to provide specified services.
  4. Other key differentiators and justifications as to why the firm believes to be the most qualified to provide the services requested in this request for proposal.
  5. Explain any issues the firm has encountered on similar projects and how these issues were solved.
- B. Include a discussion of the firm's financial stability, capacity and resources. Firms should include the following information:
  1. The firm's background including a brief description (e.g., past history, present status, future plans, firm size, firm headquarters, etc.) and organization charts.
  2. Audited financial information for the past two (2) completed fiscal years that includes a copy of the firm's latest audited financial statements. If audited financial statements are not disclosable, then include information that can be used to get a clear and realistic understanding of the firm's financial standing
  3. Does the firm anticipate any changes in firm ownership or structure that may occur during the proposal evaluation process?

4. Privately-held companies wishing to maintain confidential financial information should provide information detailing the firm's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the firm's proposal response.
- C. Include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the firm or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

### **5.5 Qualifications and Experience**

This section should include a brief description of the firm's and any subcontractor's qualifications and previous experience in successfully performing services of a similar size and scope of those required by this request for proposal, including the following:

1. Ability to manage the project and the risks involved.
2. Ability to provide on-demand project management services on time and within budget.
3. Ability to provide quality services.
4. Evidence of the firm's experience performing the services outlined in this request for proposal, including the total number of years the firm has been providing these services.
5. Describe in a narrative up to five (5) projects the firm has completed in the past two (2) years that relate to the scope of services outlined in this request for proposal.

### **5.6 Work Plan**

This section shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the firm understands the County's objectives and work requirements and the firm's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the County's schedule, outlining the approach that would be undertaken in providing the requested services. Firm should address the following key questions in their response:

1. Explain the interaction process between the firm and the County during the time services are performed.
2. When the firm fills a position, what effort is made to ensure the same resource is retained until their projects are delivered?
3. How much notice does the firm typically provide a client before a resource is pulled from a contract?
4. What is the firm's plan for when a placed resource leaves the firm prior to the completion of the assignment?
5. Explain if the firm provides a Contract-to-Perm option. If "yes", describe.
6. Describe technical and organizational security measures implemented by the firm.
7. The firm may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the County with better service delivery. Discuss any ideas, innovative approaches, or specific new concepts included in the proposal that would provide benefit to the County.

## 5.7 Staffing and Resources

This section shall discuss the firm's methodology for recruitment, assessment, and retention of personnel to staff this project. The firm should address the following key questions in their response:

1. Explain the firm's recruitment process. Describe how the organization finds talent, determines the talent's fit for a position, retains talent, and any other details about the recruitment process.
2. Explain how the firm sources applicants for project management positions that require a specific technical skillset.
3. Explain how the firm verifies the candidate for placement has the skills to be a successful fit.
4. Describe the process of measuring if the placement was successful.
5. If the firm plans to use subcontractors, explain the firm's subcontractor recruitment process. Describe how the firm finds subcontractors with appropriate talent, determines the talent's fit for a position, retains talent, and any other details about the recruitment process.
6. Explain the firm's process of managing subcontractors.
7. Explain how performance issues are handled with staff resources supplied by the firm.
8. Does the firm have a professional development program for its personnel? If "yes", describe the program.

## 5.8 Client References

The firm should provide at least three (3) references for clients that are similar in size and complexity to the County. It is the firm's responsibility to verify contact information for references prior to submission. The inability to obtain reference information will be considered in the evaluation process and points will be deducted from the total reference score if references cannot be reached or are returned unfavorable. In addition, the County requests a listing of all municipal clients.

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

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

- Jurisdiction or Company
- Size of project and jurisdiction/company
- Contact Information including Name, phone number and email
- Description of each project, including the project objective
- Role(s) of the firm during the project
- Number of staff assigned to the project full and part time
- Timeline that includes the start and finish of project at a minimum
- Total project cost
- Brief statement as to the firm's adherence to project schedule, scope, and budget

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

### **5.9 Exceptions and Deviations**

If the firm finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from the request for proposal requirements." This section will be all-inclusive and will contain a definition statement of each objection or deviation with adherence to specific proposal sections.

**6.0 COST SCHEDULE**

**(SUBMIT IN A SEPARATE SEALED ENVELOPE)  
COST SCHEDULE**

<b>Item</b>	<b>Position Description</b>	<b>Approximate Annual Hours</b>	<b>Proposed Hourly Rate</b>	<b>Extended Cost</b>
1.	Project Manager	7,000 – 14,000	\$	\$
2.	Business Analyst	0 – 6,000	\$	\$
<b>Total</b>				<b>\$</b>

Firm’s proposed hourly rate must be all inclusive (include all fees, expenses, travel time, etc.). The County will not pay for additional charges listed as separate fees.

Extended Cost = Proposed Hourly Rate multiplied by upper limit of Estimated Hours.

**NOTE:** Firms may utilize the additional lines of the Cost Schedule to include any additional managed services fees, as applicable.

**ALL OVERHEAD, PROFIT AND DIRECT CHARGES SUCH AS, BUT NOT LIMITED TO DOCUMENT REPRODUCTION, PHOTOGRAPHIC WORK, PHOTO REPROGRAPHIC SERVICES, POSTAGE AND SHIPPING, COMPUTER USAGE EXPENSES TRAVEL AND/OR TRANSPORTATION (INCLUDING MILEAGE MUST BE INCLUDED IN THE HOURLY FEE FOR EACH POSITION ON THE COST SCHEDULE).**

Firm Name \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

**Firm Information**

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

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

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 \_\_\_\_\_

E-mail address \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN REJECTION OF PROPOSAL.**

**REFERENCES**

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed within the last five (5) years.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Jurisdiction or Agency\_\_\_\_\_

Size of Project and Jurisdiction\_\_\_\_\_

Contact Person \_\_\_\_\_Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Description of Project Including the Project Objective \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Role(s) of the Consulting Firm During the Project \_\_\_\_\_

\_\_\_\_\_

Number of Staff Assigned to the Project (full and part time) \_\_\_\_\_

Timeline that Includes the Start and Finish of Project at a Minimum\_\_\_\_\_

\_\_\_\_\_

Total Project Cost \_\_\_\_\_

Training or Post Implementation Provided \_\_\_\_\_

Brief Statement as to the Adherence to the Schedule and Budget of the Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Firm Name\_\_\_\_\_

References Continued

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

2. Jurisdiction or Agency\_\_\_\_\_

Size of Project and Jurisdiction\_\_\_\_\_

Contact Person \_\_\_\_\_Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Description of Project Including the Project Objective \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Role(s) of the Consulting Firm During the Project \_\_\_\_\_

\_\_\_\_\_

Number of Staff Assigned to the Project (full and part time) \_\_\_\_\_

Timeline that Includes the Start and Finish of Project at a Minimum\_\_\_\_\_

\_\_\_\_\_

Total Project Cost \_\_\_\_\_

Training or Post Implementation Provided \_\_\_\_\_

Brief Statement as to the Adherence to the Schedule and Budget of the Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Firm Name\_\_\_\_\_

References Continued

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.**

3. Jurisdiction or Agency \_\_\_\_\_

Size of Project and Jurisdiction \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Description of Project Including the Project Objective \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Role(s) of the Consulting Firm During the Project \_\_\_\_\_

\_\_\_\_\_

Number of Staff Assigned to the Project (full and part time) \_\_\_\_\_

Timeline that Includes the Start and Finish of Project at a Minimum \_\_\_\_\_

\_\_\_\_\_

Total Project Cost \_\_\_\_\_

Training or Post Implementation Provided \_\_\_\_\_

Brief Statement as to the Adherence to the Schedule and Budget of the Project \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm Name \_\_\_\_\_





RP024-22 Provision of Managed Services for IT Project Management on an Annual Contract

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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



**CODE OF ETHICS AFFIDAVIT**

**RP024-22 Provision of Managed Services for IT Project Management on an Annual Contract**

**Page 22**

***(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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)

**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

(For projects less than \$5,000,000)

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - ✓ Insurance company must be authorized to do business in the State of Georgia.
  - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
  
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
  
6. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
  
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' 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.

GENERAL CONDITIONS  
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

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 SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, 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 SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-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 the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER 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 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers 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 SERVICE PROVIDER under this Agreement.
- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'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

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

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

## 3 CHANGES AND EXTRA WORK

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

## 4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

## 5 ACCURACY OF WORK

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

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

#### 6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER 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 SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the 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 SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER 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 SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER 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 SERVICE PROVIDER 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 scheduler 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 SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER 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 SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

## 9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS 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 SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

## 10 INDEMNIFICATION

SERVICE PROVIDER 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 SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above 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.

SERVICE PROVIDER 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 SERVICE PROVIDER.

## 11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER 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 SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER 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 SERVICE PROVIDER 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 GWINNETT COUNTY and SERVICE PROVIDER 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 SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER 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 SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable 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 SERVICE PROVIDER 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.

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 SERVICE PROVIDER 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 subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

### 15 ASSIGNABILITY

The SERVICE PROVIDER 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 SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER 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 SERVICE PROVIDER 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 subservice provider, 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, 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 SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider 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 SERVICE PROVIDER 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.

**\*\*\*Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted, it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.\*\*\***

**"SAMPLE"**  
**ANNUAL SERVICE PROVIDER CONTRACT**  
**RP019-21, Provision and Implementation of a Digital Automation Solution**

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 "Service Provider").

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

**1. TERM:**

This contract shall commence upon award, for a one-year period with four options to renew for four additional one-year periods.

**2. ATTACHMENTS:**

This Contract shall consist of the Service Provider'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 Service Provider's bid/proposal, the County's contract documents shall control.

**3. PERFORMANCE:**

Service Provider 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.

**4. PRICE:**

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider 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 Service Provider. Service Provider'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.

Service Provider 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 Service Provider.

**6. TERMINATION FOR CAUSE:**

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider'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 Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider 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 Service Provider who shall itemize each element of performance.

**8. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider 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 Service Provider 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 Service Provider 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 subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

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

**10. WAIVER:**

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

**11 SEVERABILITY:**

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

**12. GOVERNING LAW:**

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

**13. MERGER CLAUSE:**

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

(Signatures 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: \_\_\_\_\_  
Nicole L. Hendrickson, Chairwoman  
Gwinnett County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Signature

Tina M. King, 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)

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

## RP014-22

Buyer Initials: DG

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

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

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

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

SIGNATURE

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

**I. PREPARATION OF PROPOSALS**

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

**II. DELIVERY**

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

### III. EXPLANATION TO PROPOSERS

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

### IV. SUBMISSION OF PROPOSALS

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

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

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

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

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid 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 (61<sup>st</sup>) 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 Matt Eason, ADA 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 Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

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

**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

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

**XXXII. 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.

**XXXIII. CODE OF ETHICS:**

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

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

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five

(5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

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

**XXXIV. 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.

**XXXV. ELECTRONIC PAYMENT**

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

- A. An Offeror may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized Offeror representative must send an email to: [Offerorelectronicpayment@gwinnettcountry.com](mailto:Offerorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. An Offeror 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 [Offeror 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 GWINNETT JUSTICE AND ADMINISTRATION CENTER 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 continue through the roundabout. The main public parking lot is front of the building or in the parking deck behind the building, Click [Here](#) for additional information about parking. The Purchasing Division is located on the second floor in the Administrative Wing.