



January 26, 2018

Dear Prospective Proposer:

The City of Tucker is soliciting proposals for procuring an Enterprise Resource Planning (ERP) software solution to meet the specific computing and customer service needs of the City of Tucker.

Title: **Enterprise Resource Planning (ERP) Software**
RFP No: **2018-006**

Proposals Due: **March 1, 2018, at 3:00 pm EST**
To: City of Tucker
Tucker City Hall
Attn: Procurement
4119 Adrian Street
Tucker, GA 30084

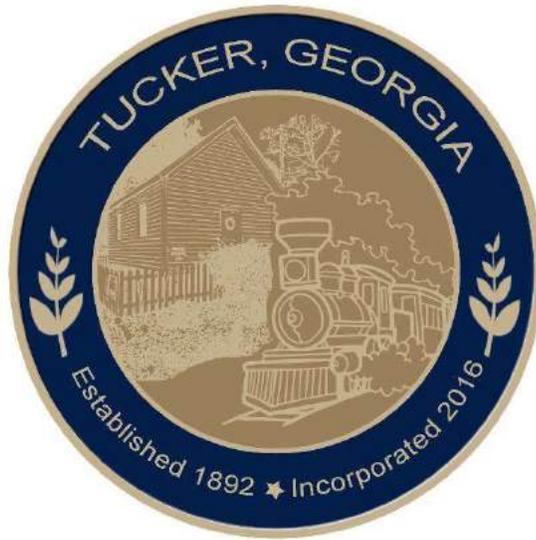
Please note the following requirements:

- Affidavit of Compliance
- Certificate of Insurance (with signed endorsements- upon award)
- Signed Proposal Form
- Completed functional requirements spreadsheet

If you need additional information, please contact Procurement at (678)672-1506 or email to procurement@tuckerga.gov

Sincerely,

Bonnie Warne
City Clerk
City of Tucker, GA



City of Tucker

Request for Proposals

RFP #2018-006

Enterprise Resource Planning (ERP) Software

Proposal Due: March 1, 2018 at 3:00 pm EST



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CITY OF TUCKER

ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTION

REQUEST FOR PROPOSAL, RFP #2018-006

SYNOPSIS:

The City of Tucker is soliciting proposals for procuring an Enterprise Resource Planning (ERP) software solution and implementation services to meet the specific business needs of the City of Tucker. Although the City prefers an ERP single software solution, the City will accept proposals that have partners or other software providers as part of the solution. Ultimately, the City is looking for the proposers to respond with a total solution for the following business functions:

- Financials
 - General Ledger
 - Budget Management
 - Accounts Receivables
 - Miscellaneous Billing
 - Accounts Payables
 - Purchasing
 - Bids and Quotes
 - Contract Management
- Asset Management
 - Inventory
 - Work Orders
 - Fleet Management
- Human Resource Management
 - Benefits
 - Personnel Management
 - Payroll
- Community Development
 - Permits and Building inspections
 - Planning
 - Business Licenses
 - Code Enforcement
- Courts
 - Traffic Court
 - Code Enforcement
 - Finance Integration



- Public Works
 - Capital Project Management
 - Work order management & tracking
 - GIS integration / GIS-centric
 - Asset management & inventory control/tracking
 - Preventative Maintenance management
 - Citizen input – 311 request management integration

While not all vendors will have modules for each of these areas, alternatives and integration methods for “best of breed” third-party solutions into the offered ERP product suite is expected.

SUMMARY OF PRIORITIES

The following paragraphs reflect City Management’s primary goals and concerns in the City’s selection of its ERP software solution.

- **Customer service:** provide City staff with the tools to be responsive to citizen requests and make Tucker an easy place to work with enable our citizens to utilize online functions to help themselves. Citizen access should include self-help for permits, recreation program payments, fee payment as well as the ability to access large amounts of information/documentation about the City and its operations. In a word, transparency.
- **Financial integrity:** The City is looking for a comprehensive financial solution well integrated across all modules and departments in the City. Eliminating the need for multiple entries, in an ideal world, a single entry for every financial transaction, it is imperative that the City can trust our financial data. Flexibility in report design and customization to match the City’s needs is also important.
- **Ease of use:** while it is expected that there will be a significant training effort up front, the City is looking for software that is not ‘over-engineered.’ Probably, a more mature product that has been largely de-bugged and has a large user group.
- **Cost:** It is likely that the City will continue to grow, my best guess is that it would max out at a population of around 55,000. It is also likely that services will be added, Traffic Court and Public Works, in the immediate future with Public Safety as an option in the next few years. The City is looking for a system that will allow us to phase in services with a complete retrofit of the initial installation.
- **Longevity/support:** Data conversions and retraining are expensive and disruptive. The City would like a product that will be around for a long time so we can continue to get support and allow the City to plan for upgrades/replacements well in advance.

The City of Tucker expects to partner with a financially stable, established and innovative ERP software company that can provide the flexibility necessary to support the growth and change expected in a newly formed City. The City is looking for a company with the software and support model that can embrace the



challenges of growth and progress not impede or encumber the growth and vision of Tucker’s Mayor, City Council, and Management Team.

SCOPE OF SERVICES:

Through this Request for Proposals (RFP), the City of Tucker (City) invites businesses (ERP Suppliers or Proposers) who meet the qualifications and specifications set forth herein to submit proposals for a total business solution as is outlined in the modules above. The proposal should include software recommendation, hardware and OS requirements, cost for implementation as well as ongoing fees and one- time implementation services:

- Software purchase
- Hardware purchase, if applicable
- Implementation services
- Training
- Ongoing maintenance and support
- Documentation
- Business Process Consulting

The City intends to purchase or otherwise acquire rights to use the software AND professional services required to implement the software. As such, proposals from implementation firms alone or software firms without an implementation mechanism will not be considered. Proposers that have partners as part of their proposal will need to disclose such in the response.

Qualification Preferences

The City’s preferences for qualifying respondents include:

- Minimum of five years implementing proposed software proposed in the public sector in the United States.
- The software has been successfully installed in at least five public sector organizations in the United States comparable in governmental size and scope to the City of Tucker in the past five years.
- Have not filed for bankruptcy protection in the past five years.

PROPOSAL SUBMITTAL INSTRUCTIONS:

To be considered for this proposal, all vendors must submit a tabbed proposal response with the following sections:

1. Company Background
2. Application Software
 - a. Software and Hardware Requirements



- b. SaaS Infrastructure and Hosting Environment (if applicable)
3. Software Technology Roadmap
4. Strategic Partnerships
 - a. Implementation Philosophy and Project Planning Process
 - b. Experience and References
5. Implementation Philosophy and Project Plan
6. Maintenance, Support, and Agreements
7. Project Team
8. Experience and References
9. Cost Proposal (in separate sealed envelope)
10. City Software & Services Contract – Redline for exceptions and conflicts to speed review for short-listed vendors

Additional information regarding each of the sections is provided below:

Section 1 – Company Background

Provide an overview of each of the companies included in the proposal response, including but not limited to the following information:

- Proposer’s legal name and corporate structure
- Location of headquarters, technical support and field offices
- Proposer’s primary contact (including name, address, phone, and email)
- Number of years in business and providing the proposed solution
- Number of years providing ERP software and/or implementation services to the public sector
- Proof of financial stability
- Identify any pending litigation against the company

Section 2 – Application Software and SaaS Infrastructure

The Proposer should provide detailed information related to the software solution and hosting environment.

Section 2A – Software and Requirements

Provide detailed information related to the software solution that is being proposed and any hardware that is required to support the software, including but not limited to:

- Describe the overall proposed technology solution
- List and describe each product available within the proposed solution
- List and describe functionality/modules within each product
- Identify the reporting tools associated with the solution (specify programming language if applicable)
- Platforms supported



- Optimal and minimum desktop (client) requirements
- Is content delivered through a web browser (which browsers supported?)
- Provide information on the system functionality, completing the Functional Requirement worksheet described in attachment 3 (xls file).
- Describe system processes and functions

Section 2B – Hosting Environment

If a hosted (SaaS) solution is proposed, provide a detailed description of the hosting environment for the software solution that is proposed including:

- Identify the owner of the data facility
- Identify who manages the data facility employees/contractors, etc.,
- How long has the proposed data center been up and operating
- How many clients are being hosted by vendor
- How many clients are hosted in the proposed data center
- Will the City’s data be hosted on a separate system or together with other clients
- Identify the disaster recovery site or sites

Section 3 – Software Technology Roadmap

Describe the upgrades that were implemented to the software being proposed during the last 12 to 24 months and planned upgrades for the next 12 to 36 months. Provide a description of the Supplier’s philosophy as to how upgrades are identified, developed and implemented. Describe the interim update process and the management of “fixes or updates” pushed out to clients and end users.

Section 4 – Software Partner(s)

Provide an overview of any software partners you are recommending to meet the RFP requirement.

Section 4A – Implementation Philosophy and Project Plan

Describe the philosophy regarding the implementation and project management detailing within the plan the strategy to integrate the software partner’s plans into one Citywide plan. (see section 6 below for detail)

Section 4B – Experience and References

Provide a list of five (5) or more public-sector clients in the United States that currently use the proposed software.

Section 5 – Strategic Partnerships

Provide a list of software partners (e.g., compatibility/integration with ESRI) that you have integrated with your software.



If you are recommending any third-party products as part of the proposed solution, the following information should be provided for each proposed third-party product:

- Indicate the number of integrations you have previously performed with this partner.
- Identify if one-way or two-way integration was performed for each client.

Section 6 – Implementation Philosophy and Project Plan

Provide a description and samples of the Proposer’s philosophy and process regarding implementation, project management, and change management.

Provide a detailed sample project plan, which indicates your proposed services and your team’s understanding of the project scope. The project plan should document a logical technical approach to the project scope of work.

Sample project plan should include the following:

- A detail of major tasks and subtasks, the work to be conducted in each, the roles and responsibilities performed by the Proposer and those performed by the City.
- Results and deliverables expected from each major task.
- Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
- Describe and provide samples of project communications and reporting.
- Identify the industry “best practices” used in your intended analysis.
- Describe your data conversion methodology to implement the new system, including the amount and number of years of data you recommend migrating to the new system and the identification of data sets that should be entered manually.
- Develop a project schedule based on the proposed project plan(s) assuming a start date in May, 2018.

Section 7 – Maintenance, Support and Agreements

Describe the Supplier’s philosophy regarding ongoing maintenance, release/ upgrade and support services. Explain the Proposer’s backup and disaster recovery procedures.

The Proposer MUST provide their proposed warranties, license and maintenance agreements and contract terms and conditions as part of the proposal response for all components of the proposed solution.

The City has provided a copy of the preferred contract to govern this engagement. Please review and provide redlined revisions, concerns or comments. This process will streamline review and negotiations for selected Vendor(s), an essential process due to the short decision and selection timeline for this project.



Section 8 – Project Team

Provide an organizational chart that identifies the executive team members with the name(s), title and role. Provide the proposed Project Manager’s name for all project phases with a description of their experience and/or resume.

Section 9 – Experience and References

Provide a list of all public-sector clients in the United States that currently use the proposed software. Please indicate software modules and versions used by the public-sector clients in the State of Georgia.

Provide at least **five (5) public sector references** of clients, preferably municipal, for whom your firm has provided the software and services of a similar magnitude and scope as the City’s project that has been fully implemented and is “live.” Please include:

- Agency name and contact information (name, title, address, phone, email)
- Software program/version/modules implemented
- Summary of project scope
- Award date
- Implementation timeline - broken out by module and phase
- Project cost (including implementation, project management, conversions, integrations, etc.)

Section 10 – Cost Proposal (provided in separate envelope/cover)

The City seeks to understand all costs associated with the implementation and ongoing maintenance of the proposed solution based upon the proposed software, project plan and project team identified in the proposal for an on-premise solution and cloud-based solution.

The costs should be provided by each business function wherever possible. Costs should include but not be limited to:

- one-time costs such as software and hardware purchases,
- implementation services,
- licensing, data conversion,
- 3rd party products required for the new system,
- consultant travel,
- annual costs.

In addition to the cost information, supplemental hourly rates for the project team members should be provided.

The final contract cost, statement of work and schedule will be determined through negotiations with the selected supplier subject to the approval of the City Council.



EVALUATION PROCESS:

ERP Supplier will be selected based on a **two-phase evaluation process**.

Phase 1, Proposal Evaluation Phase, will serve to short-list the participating Proposers to enter into the next phase.

Phase 2, Vendor Demonstrations will consist of on-site demonstrations by each participating vendor.

- The short-listed proposer’s solution will be scheduled to provide formal demonstrations to the City’s Project Team and end users.
- The demonstrations will include a visual presentation of the proposed software and question and answer opportunities.
- The demonstrations are to include the functions outlined by the City in the “demonstration checklist” document that will be provided to the short-listed vendors.

During the selection process, the City Procurement officer may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment concerning any opportunity for discussion and revision of proposals. During such discussions, the City shall not disclose any information derived from one proposer to any other proposer.

The City of Tucker will evaluate the proposals for both phases of the evaluation process using the following criteria:

| Category | % Ranking |
|--|-----------|
| Overall Software Solution | 30% |
| Implementation Philosophy and Project Plan | 25% |
| Ability to Demonstrate Requested Functions | 20% |
| Experience and Qualifications | 15% |
| Cost Proposal | 10% |

The City intends to select the best overall solution to meet its needs through these processes. The City will then express its intent to enter into contract negotiations with the selected Proposer. Should negotiations fall short of expectations, the City will proceed to their alternative Vendor selected.

Once terms are established, staff will make a recommendation to the City Council for approval of the contracted software and consultant services.



RFP SCHEDULE:

The City anticipates the following events in this procurement. All dates are subject to change and are listed as a general guide.

| | |
|---|---|
| RFP released: | January 26, 2018 |
| Pre-Bid Meeting | February 15, 2018 |
| Last day for questions: | February 20, 2018 by 12:00 pm EST |
| Responses to Questions Published | February 22, 2018, by 3:00 pm EST |
| Responses due: | March 1, 2018 by 3:00 pm EST |
| Vendor short-list (Top 3) identified for demonstrations: | March 13, 2018 |
| Vendor product presentations: (options for one of these demonstration dates will be given to the short-listed vendors) | Wednesday, March 21, 2018 Thursday, March 22, 2018 Thursday, March 29, 2018 |
| Selection Team – Final Ranking | March 29, 2018 |
| Vendor Negotiation | April 2-3, 2018 |
| Proposal to City Council | April 4, 2018 |
| Award by City Council: | April 9, 2018 |

Currently, the City expects to begin implementation, utilizing a multi-phased approach, May 2018, with the expectation that finance will be live on BEFORE December 31, 2018.

PRE-BID MEETING:

The City will hold a non-mandatory pre-bid meeting on February 15, 2018, from 2:00 to 3:30 pm EST at:

City Hall Annex - City Council Chambers
4228 1st Avenue
Tucker, GA 30084



QUESTIONS RELATED TO THIS RFP:

Questions should be submitted in via email to Procurement at procurement@tuckerga.gov
To allow time for response via addendum to all plan holders, questions must be received no later than February 20, 2018 by 12:00 pm EST. Answers to all written questions will be published on February 22, 2018 by 3:00 pm EST.

SUBMITTAL REQUIREMENTS:

Submit your **RFP Response**, two (2) hard copies (one original, on copy), five (5) electronic copies each on a USB drive. **Financial Proposal** is to be provided in one (1) hard copy with one (1) electronic copy in a separate sealed envelope labeled "Pricing" on the outside.

City of Tucker
Tucker City Hall
c/o Procurement
4119 Adrian Street
Tucker, GA 30084
(678) 597-9040

Your response must be received by the date and time specified. On the outside of the sealed package containing the original, flash drives and sealed pricing envelope, write

RFP #2018-006 Enterprise Resource Planning
Attn: Procurement
Vendor Name:
Vendor Contact information:



ADDITIONAL INFORMATION:

Insurance Requirement

A Certificate of Insurance and policy endorsements, naming the City of Tucker as an additional insured with an endorsement that the policy is primary and non-contributory with any valid and collectible insurance policy. Also required is a Certificate of Insurance for Workers Compensation with a Waiver of Subrogation. **These endorsements are required before contract execution. For RFP submission, just a copy of your COI for each vendor proposed is required documenting coverages.**

Georgia Freedom of Information Act

1) **Cooperation with disclosure under the Georgia Freedom of Information Act.** The Georgia Freedom of Information Act ("FOIA" or "Act") provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or within such other time frame as agreed upon in writing by the requester). Upon notification from the City that it has received a FOIA request that calls for records within the Proposer's control, the Proposer shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Proposer shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records or part thereof, are applicable.

2) **Information that may be exempt from disclosure under FOIA.** The underlying principle of FOIA is that public records should be available to the public. However, there are many exemptions under FOIA which permit specific information to be withheld from disclosure for certain reasons. (See 5 ILCS 140/7 and 7.5).

If the City receives a FOIA request which calls for production of any or all of the materials you have submitted in response to the City's request for proposal, the City will consider whether any of the exemptions are applicable. To assist us in that regard please review and comply with the following:

- a. Trade Secret/Proprietary information. You may seek to have information submitted by it to the City withheld from disclosure to third parties to the extent that such information constitutes trade secrets or commercial or financial information that is proprietary, privileged or confidential, the disclosure of which would cause competitive harm to a person or business. Please clearly indicate, with specificity, any portions of your proposal that you believe fall within this exemption.



- i. Note: Please be careful to designate only those sections of your submittal that you believe, in good faith, fall within this exemption. If entire documents or submittals are designated as exempt, the City may determine that you have not complied with this direction and may not respect your claim for the exemption.
- b. Security measures. You should clearly designate, with specificity, any portions of its submittal which falls within the following exemption:

Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. *Information exempt under this item may include, such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations. [*Note: The examples provided above are not exclusive.]

In light of this standard, please note with a **red P** in the upper right-hand corner of only those pages containing information that you are seriously requesting to be considered as Confidential and Proprietary and a **red S** in the upper right hand corner of only those pages containing information that you are seriously requesting be considered to contain Security Related information, thereby meeting the applicable exemption criteria of the Georgia Freedom of Information Act. You also must **highlight in yellow** the specific information you claim to be exempt on that page. The City will evaluate only appropriately marked pages and highlighted sections.

SUBMITTALS THAT ARE GLOBALLY MARKED CONFIDENTIAL WILL BE CONSIDERED SUBJECT TO FULL DISCLOSURE UNDER THE GEORGIA FREEDOM OF INFORMATION ACT WITHOUT REDACTION.



SOLUTION INITIAL EXPECTATIONS

- 1) The Proposed Solution (hereinafter the “Solution”) should be a stable, scalable solution that will integrate, interface or potentially replace other processes and/or systems currently in use, as well as be able to interface with potential future processes or systems that might be required.
- 2) The software products and tools, must have the ability to be integrated with each other in the following core areas:
 - a. General Ledger Budget
 - b. Customer file/Customer record
 - c. Property file/Property record
 - d. Cash Receipts
 - e. Document Management
- 3) The Solution should be accessible throughout the entire City from any location or remote site. The internal and external customer interface and functionality should be user-friendly.
- 4) The ideal solution will have central, inter-relational databases that feed data throughout the system based on a single point of entry (thereby eliminating duplicate entry of the same piece of information). This central, inter-relational database may be accomplished by a single ERP solution or the integration of the [parts] of the software proposed.
- 5) The Solution will have the ability to capture significantly more information than previously available in an improved, easily accessible and customizable format.
- 6) The Solution will enable easy reporting of data in both standard out-of-the-box reports and custom developed reports.
- 7) The Solution will be flexible and simple to adapt, expand or change to meet specific department’s information needs.
- 8) The Solution should provide easy access to information across modules with a self-service, searchable format.
- 9) The Solution will maximize the efficiency of business operations through automated workflows, notifications and document availability.



- 10) The Solution will allow for better service and access to its internal and external customers through e-Government capability.
- 11) The Solution will be able be easily expandable to accommodate a growing customer base.
- 12) The Solution will be flexible to convert all the data from existing applications.
- 13) The Solution will be flexible to customize the programs to meet the City's business processes.
- 14) The Solution will have map display capability to enable viewing the locations of permits, land/parcels, work orders, utility billing, etc. through a map interface.
- 15) The Solution will allow the development of custom programs to interface with other systems to meet business needs.
- 16) The Solution will be able to integrate with Microsoft Office software suite, (Word, Excel, Access, Outlook, etc.).
- 17) The Solution will be able to attach a document to a specific staff member, customer, case or location.
- 18) The Solution will be able to use an address or parcel as the location for any address or parcel related application, such as Customer Information System, Business License, Building Permit, Code Enforcement, etc.
- 19) The Solution will be able to use a Global Customer Master file as the customer for any customer related applications, such as Customer Information System, Accounts Receivables, Account Payable, Code Enforcement, Building Permits, etc.
- 20) The Solution will be able to use Global Master Location file as the location for any address, or parcel-based applications, such as Customer Information System, Business License, Building Permit, Code Enforcement, etc.
- 21) The Solution will be able to use Global Master Vendor file for all vendor- related applications.
- 22) The Solution will be able to use single sign-on for e-Government applications and allow customers to make multiple payments and view information via one single source.



However, the City does not intend to heavily customize an ERP solution to meet its business process needs. The City intends to adopt improved business practices that may or may not require any customization of the future ERP solution.

CURRENT ENVIRONMENT

The City of Tucker is a growing community located in Dekalb County, GA – northeast of the City of Atlanta. The City has an estimated population of approximately 33,000 residents. The City covers an area of 14.22 square miles and employs approximately 40 staff members.

The City of Tucker currently uses QS1 for its financial management. Software from Charles Abbott Associates (CAA) is used for community development, building permits, and inspections. The City also provides Code Enforcement and Parks & Recreation services to the Citizens of Tucker. The fiscal year starts July 1.

| Hardware/Software | Current |
|-----------------------------|---|
| Desktop Hardware | Primarily Dell |
| Desktop Operating System | Windows 10 |
| Server Hardware and Storage | (2) Dell PowerEdge R630 with Dell SAN configured in a VMWare environment. |

Current QS1 Modules

Financials

- o General Ledger
- o Purchasing
- o Accounts Payable
- o Miscellaneous Billing
- o Cash Receipts
- o Payroll
- o Parking Tickets
- o Utility Billing
- o Code Enforcement
- o Business Licenses

Human Resources

- o Personnel Management
- o Benefits



Current CAA Modules

Community Development

- Permits
- Planning
- Inspections

Additional Software

The City embraces an e-government approach to improve customer service. The City is particularly interested in identifying potential software solutions that not only meet the needs of City staff for improved business processes but also enables the following:

- Enhances service delivery to residents and businesses.
- Mobile Device extensions or solutions to enhance productivity for City staff in the field or working remotely.
- Uses innovation to improve customer experiences with every City department.
- Allows for service cost reductions benefiting all taxpayers.

In addition to the existing ERP software, the City would include the following software as part of the ERP evaluation.

- On-line bill charges and fees (not limited to utility billing)
- On-line Business Licenses (to apply for business license and make payment online)
- Online Building Permit (to submit permit and make payment online)
- On-line Employee Self-service
- Contract Management
- Integration with mobile platforms
- Online Citizen Request



APPLICATIONS AND FUNCTIONS

The Applications and Functions worksheets (excel document) represent a comprehensive list of the City's current applications and functions plus those of interest to integrate into the selected Solution. This information is provided to assist the Proposers in developing proposals. It will also be used during contract negotiations to identify the specific items to be included in the agreement. The City understands that there may be a duplication of efforts and items within the Applications and Functions excel worksheets provided.

Please find attached Worksheets.



SUPPLEMENTAL APPLICATIONS AND FUNCTIONS

| Functional Area/Concern | Question | Response |
|---|---|----------|
| CD: Permit applications - ability to take digital submittals (electronic plans) | <p>Can your ERP system accept electronic plans for permit applications?</p> <p>If yes, what is the process for a customer to obtain and complete a permit application on which they can attach electronic or digital plans and supporting documents?</p> <p>If yes, please describe the process for a customer to submit digital (electronic) plans and documents and have them be attached to a permit application or record to be reviewed by the City for plan reviews</p> | |
| CD: Ease of use; Ability to quickly query system | <p>Can a user search for inspections in your ERP system using any combination of the following information:</p> <ul style="list-style-type: none"> Address or location for which the inspection (or the permit the inspection is for) Contractor name associated with the permit Type of inspection (e.g., building rough) | |
| | <p>Does your ERP system allow the user to search for permits using wildcard characters?</p> <p>Please describe how a user could search for a permit using wildcard characters.</p> | |
| CD: Permit history by address | <p>Does your system allow the user to see all of the permit histories for a particular address?</p> | |
| CD: Ability to limit the number of inspections on a day | <p>Does your system prevent the scheduling of inspections on a particular day after a certain threshold?</p> <p>If so, please describe how the system prevents scheduling such inspections?</p> | |



| | | |
|--|---|--|
| <p>CD: Mobile Application</p> | <p>Does the system have a mobile application that allows the user to enter inspection results in the field?</p> <p>If so, please describe what activity the user can complete while in the field.</p> | |
| <p>CD: Ability to link related planning and zoning applications to the related building permit</p> | <p>Does the system have the ability to link permits for planning and zoning to the subsequent construction permit for the same property?</p> <p>If so, please describe how the user would be able to see the linked permits?</p> | |
| <p>CD: Ability to mark properties as historical landmarks</p> | <p>Does the system have the ability to mark properties as historical landmarks?</p> <p>If so, how will the user see this status when entering subsequent applications/permits?</p> | |
| <p>Code Enforcement: Ability to create periodic inspections</p> | <p>Does the system have the ability to create periodic inspections for a particular property?</p> <p>If so, please describe how the user would generate the periodic inspection?</p> | |
| <p>Financials: lockbox</p> | <p>Does the system allow the import of lockbox files?</p> <p>If so, is the user able to have the lockbox payments entered into different bank accounts (for example, lockbox file 1 payments are entered into account A, lockbox file 2 payments are entered in account B).</p> | |



| | | |
|--|--|--|
| <p>Financials: Document Management</p> | <p>Describe how the system manages paper flow through the accounting system and the integration of this electronic document management with other departments.</p> | |
| <p>Compliance: Document Management – Open Records Requests</p> | <p>Describe how the system supports the search and delivery of documents and records for Open Records Requests. Describe the tracking of requests and delivery times of requested materials.</p> | |
| <p>Security:</p> | <p>Describe the systems security and user profile management process. Include user access controls, record access, activity tracking and logs.</p> | |
| <p>Security and Backup:</p> | <p>Describe systems backup and recovery processes for the City and what processes are in place for hosted (SaaS) environment. Include global and individual file level restorations.</p> | |
| <p>HR/PR: Ability to see pay rate, insurance and other information within HR program (not have to log into multiple programs or leave one program and go into another)</p> | <p>Does the system allow the user to see pay rate, insurance, deduction or other payroll information for an employee from within the HR program?</p> <p>If so, please describe how a user would be able to find said information from within the HR program/employee record.</p> | |
| <p>Parking Tickets: Ability to generate Second notice from the system</p> | <p>Does the system allow the user to generate a second notice if the customer has not paid the ticket after x amount of days?</p> <p>If so, describe the process for generating such notices.</p> | |



| | | |
|--|--|--|
| Parking Tickets: Ability to adjust fines | Does the system allow the user to update the fine amount once the ticket has been entered? If so, please describe the process for adjusting the violation amount. | |
| AP: Ability to create recurring invoices | Does the system allow the user to create recurring invoices? If so, please describe the process for creating a recurring invoice. | |



Attachments

RFP Technical Requirements Worksheet

Vendor Contact Form

City of Tucker Contract

GA Immigration and Security

W9 Form

PLEASE SUBMIT THE FOLLOWING:

RFP Response

- ONE (1) MARKED ORIGINAL
- One (1) MARKED COPY
- AND Five (5) USB Flash Drives

Financial Proposal

- ONE Sealed Original
- One (1) USB Flash Drive

CITY OF TUCKER REQUEST FOR PROPOSAL FORM

PROPOSAL FORM

The Proposer shall also include with their returned RFP a signed copy of the enclosed affidavit, as well as literature, samples, etc. as required within the Request for Proposals Specifications.

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

The undersigned acknowledges receipt of addendum(s): ; ;_____.

PLEASE SUBMIT

RFP RESPONSE:

- ONE (1) ORIGINAL HARD COPY,
- One (1) HARDCOPY
- Five (5) USB DRIVES

Financial proposal (Separate Envelope)

- ONE (1) ORIGINAL
- ONE (1) USB DRIVE

| | |
|-----------------------------|--|
| <u>Contact</u> | <u>For Clarifications of this Proposal</u> |
| <u>Firm Name</u> | <u>Name</u> |
| <u>Address</u> | <u>Phone Number</u> |
| <u>City, State, ZIP</u> | <u>Email Address</u> |
| <u>Print Name and Title</u> | <u>Signature of Authorized Representative / Date</u> |



Sealed Proposal

(Attach to outside of Proposal)

RFP #2018-006
Enterprise Resource
Planning (ERP) Software

DUE DATE: March 1, 2018

TIME: 3:00 pm EST

TIME OF RECEIPT:

FROM:

EXHIBIT E

IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

| | |
|-----------------------------|--|
| Contractor's Name: | |
| State Entity's Name: | |

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the State Entity identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 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 State Entity at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

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 SEAL]

Notary Public

My Commission Expires:

*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 of 1986 (IRCA), P.L. 99-603

EXHIBIT F

Please fill out this sheet with the appropriate contact information for your company.

Full Legal Name of Company: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: _____

Federal Employee ID Number (FEIN): _____



**CONTRACT AGREEMENT
RFP #2018-006**

This Agreement made and entered into this ____ day of _____ in the year 2018; by and between **The City of Tucker, Georgia**, having its principal place of business at 4119 Adrian Street, Tucker, Georgia and _____ ("Contractor"), located at _____.

WHEREAS, the City of Tucker is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Tucker; and

WHEREAS, the City of Tucker has caused **Request for Proposal (RFP) # _____** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **RFP # _____** and was deemed by the City of Tucker to be the most qualified bidder to the City per the scope of services.

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Services**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

- EXHIBIT A – SCOPE OF SERVICE**
- EXHIBIT B – COST PROPOSAL**
- EXHIBIT C – W-9**
- EXHIBIT D – CERTIFICATE OF INSURANCE**
- EXHIBIT E – IMMIGRATION & SECURITY FORM**
- EXHIBIT F – CONTACT INFORMATION**
- EXHIBIT G – ADDENDUMS (If applicable)**

2.0 Key Personnel

The City of Tucker enters into this Agreement having relied upon Contractor's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1. Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract.

3.2. Billings. If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30. Invoices are to be emailed to invoice@tuckerga.gov. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted "**Exhibit C" (W-9)**.

3.3. Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

3.4. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

4.0 Duration of Contract

4.1. Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions.

Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The term of this contract shall be from commencement of services and until all services are rendered (**_____ days**) and all invoices postmarked by the City during said term shall be filled at the contract price.

4.2. Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the RFP and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay.

This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Contractor

5.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Tucker Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation.

If requirements are not remedied City of Tucker has the right to cancel this Agreement with no additional obligation to Contractor.

7.1 Final Completion, Acceptance, and Payment

- A. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- B. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

8.0 Changes

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

9.0 Change Order Defined

Change order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

10.0 Insurance

10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$2,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **“Exhibit D” (Certificate of Insurance).**

11.0 Termination

11.1. Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64 and 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

11.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

- (ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

11.3. Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

11.4. Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

11.5. Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall

not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

11.6. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (ii) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

12.0 CLAIMS and DISPUTE RESOLUTION

12.1 Claims Procedure

A. If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.

B. Contractor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,

C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect) impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.

D. If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

E. If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.

F. After Contractor has submitted a fully-documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Contractor with a decision within sixty (60) Days the date the Claim is received. or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

A. If Contractor disagrees with City's decision rendered in accordance with section 12. If Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.

B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

C. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.

D. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

E. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within

DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.

F. All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

13.1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

13.2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

13.3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

13.4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

13.5. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Inclusion of Documents

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's submittal, the language in the former shall govern.

14.1 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

15.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Tucker contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

1. Equal Employment Opportunity — The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and

- b. Any patent rights to which the Contractor purchases ownership with grant support
- 4. Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
- 5. Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- 6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

15.2 Georgia Security and Immigration Compliance Act

- a. The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**Immigration and Security Form**) and incorporated herein by reference and made a part of this contract.
- b. The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c. Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Tucker's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Work Place

18.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

18.2 The Contractor will secure from any sub-contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

18.3.1 The Contractor has made false certification herein; or

18.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Tucker all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Tucker pursuant hereto.

21.0 Reporting Requirement

Reports shall be submitted to the Project Manager on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are

suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

24.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable:)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF TUCKER:

CONTRACTOR:

By: _____

By: _____

Title: Mayor

Title: _____

Name: Frank Auman

Name: _____

Date: _____

Date _____

Attest: _____

Bonnie Warne, City Clerk