



**Contracts and Procurement Division**

1526 East Forrest Avenue, Suite 400

East Point, Georgia 30344

Telephone: 404.559.6375

Fax: 404.209.7824

[www.eastpointcity.org](http://www.eastpointcity.org)

**DATE: October 26, 2016**  
**TO: All Prospective Providers**  
**FROM: Tron D. Jones, Contract Specialist; Stacy E. Hobson, Contract Specialist**  
**RE: RFP No. 2017-1629 – Contract for the Procurement and Installation of an Enterprise Resource Planning System for the City of East Point**

The City of East Point seeks to procure an Enterprise Resource Planning (ERP) system that will provide users the software modules needed to manage business goals. The system will empower users and provide solutions including, but not limited to, operational and capital budgeting, strategic/long range planning and forecasting, business intelligence/decision support, cost accounting and other transactional activities.

The proposed solution must integrate with The City's current systems as described in **Section 2.1 Interfaces** of **Part IV. Scope of Services**, and support the City's business goals. The ERP system will be utilized in support of the following functional areas:

- Budgeting (Operational and Capital)
- Strategic/Long Range Planning and Forecasting
- Business Intelligence/Decision Support
- Cost Accounting
- Forecasting and Reporting
  
- Software Licenses:
  - Application Software
  - System Software
  
- Implementation Services:
- Project Management
  - Installation
  - Application Configuration
  - Data Migration

- Integration with current Network Environment
- Testing
- Training
- Go-Live Support and Stabilization Services
- Support and Maintenance Services

The purpose of this Request for Proposals is to provide interested Providers with sufficient information to enable them to submit a comprehensive proposal for the City of East Point's review. In addition, it is the City's intent to establish and set forth a systematic method of presentation that will be fair and impartial to all parties concerned, and will facilitate the generation of Provider responses that can be evaluated by the City of East Point objectively, fairly, and without bias.

The successful past performance or the successful current performance of similar Contracts for other governments and / or government entities shall be considered a plus by the City.

The Selected Provider(s) shall have the **sole responsibility** for any services and / or work provided, any and all support provided, and will be **solely responsible** for the performance of any third-parties (sub-contractors and / or sub-subcontractors) utilized by them to deliver any of the services and / or work requested by the City under this Contract.

**A MANDATORY Pre-Bid Conference / Sites Visit** will be conducted at **3:00 P.M. on Tuesday, November 15, 2016**, in **Suite 400 at 1526 East Forrest Avenue, East Point Georgia 30344**. Participants are expected to arrive on time as **those who are late shall be barred from attending**. Providers who do not attend or are barred from the Pre-Bid Conference / Site Visit shall be prohibited from participating in this solicitation.

To participate in this solicitation, each Prospective Provider will be required to provide the City with a formal proposal response package presented and formatted in the manner stipulated herein. This response package must contain, but will not be limited to the following:

- A cover letter containing a statement of interest and expressing the professional corporate experience of the Prospective Providers' including their past experience of providing services of a similar nature under other similar contracts.
- A list of at least three (3), but no more than six (6) professional references to support the Prospective Providers' corporate and / or professional experience in providing similar services to other governments and / or governmental entities.
- An organizational chart identifying the key team members who will be assigned to provide services to the City. Include information regarding each individual's training, past and currently held certifications or affiliations, and individual professional experience in performing services on comparable jobs / contracts, within the past five (5) years.
- A listing of your firm's current and past projects that identifies all potential team members' current responsibilities in regard to those projects and your firm's current workload, commitments and / or obligations to others. **Validation that the City's**

**contract will be a priority must be very clearly stated.**

- A formalized cost proposal must be submitted in a separate sealed envelope and shall detail a price proposal for the required Work / Services. **THE FORMALIZED PRICE PROPOSAL SHALL BE USED AS A BASIS FOR NEGOTIATIONS ONLY AND SHALL NOT BE THE AGREED UPON COSTS OF THE CONTRACTED SERVICES IF THE PROSPECTIVE PROVIDER IS SELECTED.**

**All cost proposals submitted to the City of East Point, Georgia, must represent and explain the TOTAL PRICE the City shall pay for the services requested.**

Completed, notarized **E-Verify Affidavits** for the Provider, their proposed Subcontractors (if any) and proposed Sub-subcontractors (if any) must be submitted with your RFP response in order to participate in this solicitation. In addition, the Provider(s) recommended by the Requesting Department for Contract award shall be required to submit a complete, notarized **S.A.V.E. Affidavit** prior to receiving official and formal Contract award from the City.

The awarded Contract shall commence upon the date of the formal execution of the Contract and / or receipt of the City's Purchase Order by the Selected Provider and shall remain in effect throughout its term **without an amendment in prices or terms or conditions.** The initial term of this Contract shall be for **the remainder of the City's Fiscal Year 2017, and all of Fiscal Year 2018.** The City's fiscal years are defined as follows:

- **Remainder of Fiscal Year 2017** - commenced at 12:01 A.M. on Tuesday, July 1, 2016 and shall terminate at 12:00 A.M. midnight on Tuesday, June 30, 2017;
- **Fiscal Year 2018** – shall commence at 12:01 A.M. on Wednesday, July 1, 2017 and terminate at 12:00 A.M. midnight on Thursday, June 30, 2019.

In addition, there will be two **(2) optional Fiscal Year terms** that may be exercised **separately** upon the agreement of all concerned parties. The two (2) optional Fiscal Year terms shall be for **Fiscal Year 2019** and **Fiscal Year 2020**, and will commence and terminate on the same dates as the City's Fiscal Years.

- **Fiscal Year 2019** – shall commence at 12:01 A.M. on Friday, July 1, 2018 and terminate at 12:00 A.M. midnight on Friday, June 30, 2019.
- **Fiscal Year 2020** – shall commence at 12:01 A.M. on Saturday, July 1, 2019 and terminate at 12:00 A.M. midnight on Saturday, June 30, 2020.

**Each optional Fiscal Year term must be separately executed** through the issuance of a written notification from the City. Such notification must be issued by the City to the Selected Provider(s) **no less than sixty (60) days prior to the anticipated termination date of the current Contract Term.** If such notification is not provided to the Selected Provider(s), the current Contract Term shall be allowed to expire and services under the Contract shall be terminated. This Contract shall NOT automatically renew.

Any and all goods and / or services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).

Sealed RFP responses shall be received on behalf of the City until **3:00 P.M. on Wednesday, December 7, 2016**, in Suite 400 located at 1526 East Forrest Avenue, East Point, Georgia 30344. The Public is welcomed to attend.

\*\*\*\*\* END OF INVITATION TO PARTICIPATE \*\*\*\*\*

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**CONTRACT FOR THE PROCUREMENT AND INSTALLATION OF AN ENTERPRISE**  
**RESOURCE PLANNING SYSTEM**  
**PART I. SOLICITATION TERMS AND CONDITIONS**

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**NOTICE**

From the date of issue to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the **Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: [shobson@eastpointcity.org](mailto:shobson@eastpointcity.org) OR [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org)** If it is deemed necessary for contact to be made with other parties within the City, the Contracts and Procurement Division shall make that determination, and arrangements for that contact to take place shall be made. **Providers who attempt to make direct contact with other City personnel, or elected or appointed officials during the solicitation process to inquire about or discuss this open solicitation will be immediately disqualified from participation and consideration for award.**

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**1.0 EXAMINATION OF SOLICITATION DOCUMENTATION**

**1.1** Prospective Providers must carefully review the Request for Proposal (RFP) documents and shall promptly notify the City of East Point's Contracts and Procurement Division, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications, or errors that may be discovered upon examination of the documents. The City's Contracts and Procurement Division may be contacted by email at [shobson@eastpointcity.org](mailto:shobson@eastpointcity.org) or [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org) or by fax at 404.270.7825. All correspondence must reference the applicable solicitation number and / or title and be as specific as possible in describing the page number, location, and manner of the suspected ambiguity, inconsistency, restrictive specification, or error. If communication with the City is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the Contracts and Procurement Division.

**2.0 CONTRACT TERM**

**2.1** The awarded Contract shall commence upon the date of the formal execution of the Contract by the City's Mayor and / or receipt of the City's Purchase Order by the Selected Provider and shall remain in effect throughout its term **without an amendment in prices or terms or conditions**. The initial term of this Contract shall be for **the remainder of the City's Fiscal Year 2017, and all of Fiscal Year 2018**. The City's fiscal years are defined as follows:

- **Remainder of Fiscal Year 2017** - commenced at 12:01 A.M. on Tuesday, July 1, 2016 and shall terminate at 12:00 A.M. midnight on Tuesday, June 30, 2017;
- **Fiscal Year 2018** – shall commence at 12:01 A.M. on Wednesday, July 1, 2017 and terminate at 12:00 A.M. midnight on Thursday, June 30, 2019.

**2.2** In addition, there will be two **(2) optional Fiscal Year terms** that may be exercised **separately** upon the agreement of all concerned parties. The two (2) optional Fiscal Year terms shall be for **Fiscal Year 2019** and **Fiscal Year 2020**, and will commence and terminate on the same dates as the City's Fiscal Years.

- **Fiscal Year 2019** – shall commence at 12:01 A.M. on Friday, July 1, 2018 and terminate at 12:00 A.M. midnight on Friday, June 30, 2019.
- **Fiscal Year 2020** – shall commence at 12:01 A.M. on Saturday, July 1, 2019 and terminate at 12:00 A.M. midnight on Saturday, June 30, 2020.

**2.3 Each optional Fiscal Year term must be separately executed** through the issuance of a written notification from the City. Such notification must be issued by the City to the Selected Provider(s) **no less than sixty (60) days prior to the anticipated termination date of the current Contract Term**. If such notification is not provided to the Selected Provider(s), the current Contract Term

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shall be allowed to expire and services under the Contract shall be terminated.

**3.0 E-VERIFY AFFIDAVITS / S.A.V.E. AFFIDAVITS**

**3.1 E-Verify Affidavits** - This solicitation is subject to the **Georgia Security and Immigration Compliance Act**. Pursuant to the **Georgia Security and Immigration Compliance Act of 2006**, as amended by **2011 House Bill 67**, Prospective Providers are hereby notified that all solicitations for services or work that are to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractor(s) with the **E-Verify Program**, as well as attestation to each party's continuing and future participation in the **E-Verify Program** as established by the **United States Department of Homeland Security**.

**3.1.1** In order to ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the **E-Verify Program** from all Prospective Providers, all of a Provider's proposed Subcontractor(s) and all of a Provider's proposed Sub-subcontractor(s) at the time the Prospective Provider's solicitation response is submitted to the City. **Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response. Providers who are unable to provide such documentation will be eliminated from participation in award consideration.**

**3.1.2** It is preferred that the forms be submitted to the City under separate cover (in a separate envelope), and placed within the Prospective Provider's main submittal package. The separate envelope must be clearly and indelibly marked on the outside "E-Verify Documentation Enclosed", and may be opened to verify the Prospective Provider's full compliance to the E-Verify Program at the RFP Opening. Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor's Affidavit. **Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who does not provide a completed E-Verify Affidavit.**

**3.1.3** Solicitation responses that are received without the inclusion of such documentation may be considered "non-compliant" and / or "non-responsive" and may be shredded, in an unopened condition, by the City immediately following the RFP Opening.

**3.1.4** An **E-Verify Contractor's (Prime Offeror's) Form**, an **E-Verify**

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**Subcontractor's Form** and an **E-Verify Sub-subcontractor's Form** have been included on the City's web site for your convenience.

**3.2 S.A.V.E. Affidavit** - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, **O.C.G.A. § 50-36-1**, by Federal statute, **8 U.S.C. §1611** and **8 U.S.C. §1621**, and by the **Office of the Attorney General**. Pursuant to these definitions, Contract awarded by the City of East Point are considered "Public Benefits." Beginning on January 1<sup>st</sup>, 2012, any person or persons awarded a Public Benefit must show a secure and verifiable document, and complete the **S.A.V.E. Affidavit**.

**3.2.1** Documents which are considered "secure", "verifiable" and therefore "acceptable" have been identified by the **Office of the Attorney General**. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or the Federal Government.

**3.2.2** The Selected Provider(s) shall be required to execute the **S.A.V.E. Affidavit** verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The **S.A.V.E. Affidavit** has been included on the City's web site for your convenience, but **is only required to be completed by the Selected Provider.**

**3.2.3** A **S.A.V.E. Form** has been included on the City's web site for your convenience.

**4.0 MINIMUM PROVIDER REQUIREMENTS**

**4.1** The Selected Provider must be able to demonstrate a record of reliability, fiscal responsibility and a minimum of five (5) years' worth of verifiable experience in providing services of a similar nature to the services requested herein to other government entities and / or corporations.

**4.2** The Selected Provider must be able to provide the names and contact information for a minimum of three (3) and no more than six (6) government entities and / or corporations, that can serve as references, verifying that the services proposed and provided by the Selected Provider represents a reliable service which shall be professionally provided. These references must also be able to verify that the Selected Provider has responded professionally and in a timely manner to all requests, delivered the services and required deliverables on time and when requested, and has demonstrated excellent customer service and responsiveness during the term of the contract.

**4.3** The Selected Provider must not be restricted in the State of Georgia by law, regulation, licensing or certification requirements to provide the services designated herein.

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**4.4** The Selected Provider must not have defaulted on any contract within the last five (5) years, or have been found liable in any lawsuit and / or legal claim that would indicate the Provider's inability to professionally, ethically, and adequately provide the services requested herein.

**4.5** The Selected Provider must ensure the services they propose in their RFP submittal represents the highest professional quality. The Selected Provider must employ standards that represent the best practices available within their industry / profession, complying with the **City's Computing Standards as outlined in Part III. Scope of Services.**

**4.6** The services furnished must meet or exceed any and all Federal, State and local standards, regulations, requirements, or laws applicable to such services, and shall not violate any Federal, State or local laws governing such matters.

**4.7** The Selected Provider(s) and their staff members and / or any subcontractor's staff members (if any) must have reliable and immediate access to any and all equipment and / or supplies and / or materials that may be necessary to competently and professionally provide and / or deliver the services stipulated herein to the City in a timely manner.

**5.0 PRE-PROPOSAL SUBMITTAL CONFERENCE**

**5.1** All Prospective Providers must inspect the Work Site prior to submitting a bid.

**5.1.1** A **Mandatory Pre-Bid Conference shall be held promptly at 3:00 P.M. on Tuesday, November 15, 2016.** Prospective Providers shall meet in Suite 400 at 1526 East Forrest Avenue, East Point, Georgia 30344. Prospective Providers are expected to be prompt and to arrive on time. **Those who arrive late shall NOT be admitted to the Pre-Bid Conference or Site Visit and shall be excluded from participating in this solicitation.**

**5.1.2** The City is unable to assume the responsibility of providing printed or verbal directions to this or any other meeting venue, therefore, Prospective Providers are encouraged to consult a map or an on-line source for directions to the meeting venue well in advance of the meeting time and date. Allowances should be made by Prospective Providers for delays created by weather conditions, traffic, parking issues, building access, unexpected elevator outages, etc. **No reason for arriving late shall be acceptable by the City and no reason for arriving late shall gain a Provider admittance to the Conference after the meeting has commenced.**

**5.1.3** In order to gain the greatest benefit from the Pre-Bid Conference and Site Visit, Prospective Providers are encouraged to print and review the official solicitation documents prior to attending the Pre-Bid Conference / Site Visit. Copies of the solicitation documents and associated materials shall NOT be available at the Pre-Bid Conference and / or the Site

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Visit.

**5.1.4** After a brief meeting to sign in and discuss key points of the solicitation documents and the City's requirements and expectations, the City shall conduct a visit to the Work Site.

**5.1.5** Prospective Providers are expected to arrive dressed in a manner that is conducive to the prevailing weather conditions, travelling to and from the Work Site, moving in and out of the mode of transportation chosen, and an inspection of the indoor Work Site.

**5.1.6** Prospective Providers must come prepared to provide their own transportation to the Work Site. The City shall only provide a lead vehicle and a representative to conduct the Site Visit.

**5.1.7** Questions and inquiries will NOT be entertained during the Site Visit and Participants are strongly discouraged from asking questions. Please reference Section 9.0, Inquiries, Clarifications and Requests of this document.

**5.1.8** Prospective Providers may take measurements and make notes if desired. Pictures of the Work Site may also be taken, but for privacy reasons, attendees are asked to refrain from taking pictures of other attendees or other individuals, such as private citizens, other work force members, or City employees, who may be in the general vicinity of the Work Site.

**5.1.9** A Pre-Bid Conference Sign-In Sheet shall be made available by the City. The Sign In Sheet will be available at the Pre-Bid Conference, but will not be made available at the Site Visit. To sign the Pre-Bid Conference Sign-In Sheet, a Provider must attend the Pre-Bid Conference portion of the Pre-Bid. The listing may be obtained by submitting an email request to [shobson@eastpointcity.org](mailto:shobson@eastpointcity.org) following the meeting. Requests for copies of the Sign-in Sheets in person or over the telephone shall not be honored.

**5.1.10 Bid responses submitted by Prospective Providers who have not attended the Pre-Bid Conference and / or who have not affixed their name or the name(s) of the company (ies) they are representing on the Pre-Bid Sign-in Sheet shall not be given award consideration.** Responses submitted by such Prospective Providers shall be destroyed, unopened, upon receipt by the City.

**5.1.11 NOTE: The Pre-Bid Conference Sign-in Sheet shall NOT be made available for the affixing of signatures once the meeting has been adjourned and participants are taken to inspect the Work Site. In order to affix their names to the Pre-Bid Conference Sign-in Sheet, Prospective Providers MUST attend the Pre-Bid Conference prior to attending the viewing of the Work Site.**

**6.0 INQUIRIES, CLARIFICATIONS AND REQUESTS**

**6.1** From the date of issue to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through

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the Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org) or [shobson@eastpointcity.org](mailto:shobson@eastpointcity.org). If it is deemed necessary for contact to be made with other parties within the City, the Contracts and Procurement Division shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with other City personnel, or elected or appointed officials during the solicitation process to inquire about or discuss this open solicitation will be immediately disqualified from participation and consideration for award.**

**6.2** Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the RFP Due Date **must be submitted in writing to Mr. Tron D. Jones, Contract Specialist or Mrs. Stacy E. Hobson, Contract Specialist, Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, or via email at [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org) or [shobson@eastpointcity.org](mailto:shobson@eastpointcity.org)**. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "**Inquiry Enclosed**" to differentiate such parcels from those containing final RFP submittals. **The deadline for receipt of any and all such inquiries is twelve o'clock noon (12:00 P.M.) on Friday, November 18, 2016.** (Please note, this is NOT the RFP Due Date.) Electronically submitted (faxed and / or emailed) requests for changes and / or time extensions shall be given consideration if they are concise, clearly worded and submitted to the City in a timely manner. If communication with the City is achieved via facsimile, please include a cover sheet to ensure receipt of correspondence by the Contracts and Procurement Division.

**6.3** Any written inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the City in a timely manner shall be answered in numbered addenda issued by the City of East Point, Georgia. **The City of East Point, its employees and / or elected officials and / or not representative will not respond to verbal inquiries.** In addition the City of East Point reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the City's opinion, to be designed to impede or disrupt the solicitation process.

**6.4** The City usually posts addendums no later than forty-eight (48) hours prior to the established or amended RFP Due Date. For this reason, haste in submitting your response to the City is not encouraged. **The City anticipates issuing addenda for this solicitation no later than Close of Business (5:00 P.M.) on Wednesday, November 30, 2016.**

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**7.0 VERBAL COMMUNICATION**

**7.1** From the date of issuance to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the **Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org) or [shobson@eastpointcity.org](mailto:shobson@eastpointcity.org)**. If it is deemed necessary for contact to be made with another party within the City, the Contracts and Procurement Division shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with other City personnel, or elected or appointed officials during the solicitation process to inquire about or discuss this open solicitation will be immediately disqualified from participation and consideration for award.**

**7.2** The City, its agents, representatives and / or employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. Valid interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions of the content of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

**7.3** Any written inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the City in a timely manner shall be answered in numbered addenda issued by the City of East Point, Georgia. The City of East Point reserves the right to not respond to verbal inquiries. In addition the City of East Point reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the City's opinion, to be designed to impede or disrupt the solicitation process.

**8.0 ALL-INCLUSIVE PROPOSAL PRICING**

**8.1** Unless **otherwise stipulated herein**, the cost proposal provided by the Prospective Provider must be all-inclusive, and is to include the total prices to be paid by the City of East Point for the items and / or services specified herein. The Selected Provider shall be solely responsible for any and all of the costs associated with obtaining and maintaining licenses, certificates, certifications, fees, permits, bonds, and / or insurance required in order to manufacture / distribute / provide / install / integrate the items and / or services specified herein, and any and all of the costs associated with labor, personnel, supervision and / or administration necessary

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to manufacture / distribute / provide / install / integrate the items and / or services specified herein; and any and all of the costs associated with lodging, meals, per diem charges, honorariums and / or incidental expenditures incurred by the required and / or requested personnel necessary to manufacture / distribute / provide / install / integrate the items and / or services specified herein; any and all of the costs associated with shipping, transportation, delivery and / or mailing charges incurred in order to manufacture / distribute / provide / install / integrate the items and / or services specified herein; and any and all of the costs associated with any and all machinery, equipment, tools, materials, goods and / or supplies necessary to manufacture / distribute / provide / install / integrate the items and / or services specified herein; and any and all of the costs associated with advertising, customer service and / or customer support necessary to manufacture / distribute / provide the items and / or services specified herein in an efficient, lawful and professional manner of the highest standards.

**8.2 All price proposals submitted to the City must be F.O.B. East Point, Georgia and must exclude mailing, shipping or delivery costs, freight or transportation charges and taxes of any type.**

**9.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE**

**9.1** Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. **Responses submitted using forms or formats not included herein shall be considered "non-conforming" and "non-responsive" in nature and may be disqualified from award competition.**

**9.2 PLEASE NOTE:** A valid solicitation response shall consist of one (1) signed, **unbound** original that is conspicuously marked "ORIGINAL" and six (6) **permanently bound** photocopies that are **identical to the original** and conspicuously marked "COPY". Failure to submit the RFP response in the manner specified herein or failure to enclosed **identical permanently bound** copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

**9.3** The response must be placed in a sealed, opaque envelope/package and clearly marked as follows on the outside:

**"RFP NO. 2017-1629**  
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**RFP DUE DATE: 3:00 P.M., WEDNESDAY, DECEMBER 7, 2016"**

**9.4** The outside of the envelope / package must contain the **name, address and a valid contact**

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**telephone number** for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated "**RFP Response Enclosed**" on the outside to differentiate these parcels from those containing questions or inquiries.

**9.5** All solicitation responses must be addressed / delivered to the following:

**STACY HOBSON, CONTRACT SPECIALIST / TRON JONES CONTRACT SPECIALIST**  
**CONTRACT AND PROCUREMENT DIVISION**  
**1526 EAST FORREST AVENUE, SUITE 400**  
**EAST POINT, GEORGIA 30344**  
**TELEPHONE: 404.270.7045 / 404.559.6375**

**9.6** This is a sealed Request for Proposals (RFP) solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall **not** be given award consideration. Any and all responses received in such a manner shall be destroyed in an unread condition by the City upon receipt. Quotations received for the equipment / services stated herein that are not supported by a formal prepared response package as stipulated herein shall not be accepted nor given award consideration by the City. Any such responses shall be destroyed, in an unread condition upon receipt.

**10.0 TIMELY RECEIPT OF PROPOSALS AND DELIVERY RESPONSIBILITY**

**10.1** Time is of the essence; therefore, sealed solicitation responses must be received by the City **no later than 3:00 P.M., Wednesday, December 7, 2016, hereafter referred to as the RFP Due Date or the Solicitation Due Date or the Proposals Due Date.**

**10.2** Each Prospective Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to another person, department or location within the City. Solicitation responses delivered to the Contracts and Procurement Division after the time and / or date specified herein shall not be opened nor given award consideration and shall be destroyed, in an unopened, unread condition by the City.

**11.0 ADDENDA**

**11.1** Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum **ONLY**. Interpretations, corrections, additions or deletions of the solicitation documents implied or made in any other manner or form shall not be

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considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

**11.2** If required, addenda shall be issued to all Prospective Providers who are on record as having received the solicitation documents. Distribution of the addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall also be made available, free of charge, to all Prospective Providers on the City's web site located at <http://www.eastpointcity.org>.

**11.3 Before submitting a solicitation response**, Prospective Providers must ascertain that all addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to assure they have received any and all addenda, and the City shall not be held responsible for any oversight and / or omission on the part of the Prospective Provider.

**11.4 Prospective Providers are discouraged from contacting the City for information regarding the schedule for the issuance of numbered addenda, addenda content, addenda requirements, etc. The City shall not be able to entertain any such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired.** All numbered addenda, in their entirety, shall be made available, free of charge, to all Prospective Providers on the City's web site located at <http://www.eastpointcity.org>.

**11.5** The City usually posts addendums no later than forty-eight (48) hours prior to the established or amended RFP Due Date. For this reason, haste in submitting your response to the City is NOT encouraged. **The City anticipates issuing addenda for this solicitation no later than Close of Business (5:00 P.M.) on Tuesday, November 30, 2016.**

**11.6** Responses that are prepared and submitted by Prospective Providers without benefit of the data and / or information contained in any and all issued addenda shall be considered "non-conforming" and / or "non-compliant" and / or "non-responsive" in nature and may not be given award consideration by the City.

**12.0 VALIDITY OF RESPONSES**

**12.1** All RFP responses submitted must be **valid for a minimum of one hundred and eighty (180) days from the RFP Due Date**. All responses shall be irrevocable for this period of time, until the City officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company's response or rejects all responses, or officially cancels this solicitation, whichever shall first occur. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 14.0** for further

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details regarding the circumstances.

**12.2** If the solicitation involves or is based upon a Contract for Services, the Provider's terms, the deliverables and the submitted price(s) must be valid, at a minimum, for the entire initial term of the Contract, unless otherwise stated herein.

**13.0 WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES**

**13.1** By submitting a response to this solicitation, the Prospective Provider agrees to and attests to the understanding that a sealed response cannot be modified, withdrawn nor cancelled by the Prospective Provider after the time and date designated for receipt of responses has passed. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 14.0** for further details regarding the circumstances.

**13.2** Before the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Provider by providing notice to the Contracts and Procurement Division. Such notice shall be in writing over the signature of the Prospective Provider, or as otherwise determined satisfactory by the Contracts and Procurement Division. The requesting Prospective Provider may designate that the withdrawn or cancelled response be destroyed in an unopened condition by the Contracts and Procurement Division, or returned, unopened, to the Prospective Provider. If the Prospective Provider designates to have the response returned, unopened, the Prospective Provider must arrange to pick up the unopened solicitation response. Under no circumstances shall withdrawn or cancelled responses be returned to the Prospective Provider at the City's effort or expense.

**13.3** Sealed responses that are withdrawn or cancelled shall not be opened on City property or in the presence of competing Prospective Providers, nor shall the contents of withdrawn or cancelled responses be discussed with competing Prospective Providers. **Violation of this condition shall result in the immediate disqualification of all Prospective Providers who participate in such actions. Based upon the severity of the offense, the City may make a determination to bar the offending Providers not only from this solicitation but also from participation in future solicitations for a period of time to be determined and specified by the City.**

**13.4** Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Provider up until the time and date designated as the RFP Due Date.

**14.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS**

**14.1** After the opening of the solicitation, mistakes or errors that are discovered by the City, Participating Providers or other interested parties may be corrected or a withdrawal of the

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solicitation response may be allowed in accordance with the provisions set forth in this section.

**14.2** Any obvious clerical mistakes, included but not limited to an error in the calculation of a price extension or percentage, the placement of a decimal point, the unintentional reversal of prices or percentages, incorrect FOB destination, or incorrect FOB point of originality may be corrected by the City in the Prospective Provider's original solicitation response after written verification that a clerical mistake did occur is received by the City from the Prospective Provider.

**14.3** Corrections of other errors may be allowed following a written determination by the City that the following conditions have been adequately met:

- Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and
- The solicitation response **both as received and as actually intended** is the lowest priced response received.

**14.4** If, in the City's opinion, there is a significant and obvious disparity between the price of the lowest priced Provider and all of the other Prospective Providers, the lowest priced Provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next lowest priced, responsive, responsible Provider.

**14.5** If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective Provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the City, such a Prospective Provider shall forfeit their bid security and / or be barred from participating in future solicitations conducted by the City.

**15.0 NON-REIMBURSEMENT OF EXPENSES**

**15.1** The City shall not be held liable or responsible for the reimbursement or payment of any cost(s) incurred by Prospective Providers in the preparation or provision of responses to this solicitation or any other solicitation issued by the City of East Point, Georgia, regardless of reason.

**16.0 PUBLIC OPENING AND DISCLOSURE**

**16.1** Properly identified responses received on time shall be publicly opened and the Prospective Providers' names read aloud in public. A **Responder's Listing** shall be prepared by the Contracts and Procurement Division and made available via email to Prospective Providers and others who submit an emailed request for the information **after** the RFP Due Date. Contents of submitted responses may not be examined by or divulged to competing Prospective Providers,

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other interested parties, or the general public until **after** a Provider has been selected by the City and a legally binding Contract has been negotiated and entered into or a Purchase Order for the goods / work and / or service(s) has been issued by the City.

**16.2** After the solicitation Due Date, any and all responses, other than portions thereof subject to patent or copyright protection, shall become the property of the City of East Point and shall not be returned, and the City reserves the right to utilize any and all such information contained in the responses without further notification to the Provider and without any cost to the City.

**16.3** After the solicitation Due Date, any and all responses and supportive / accompanying materials shall become the property of the City of East Point, Georgia, unless submitted as proprietary material and **so marked as such by the submitting party in a clear and unmistakable manner. Proposals that contain a majority of material marked as proprietary shall not be accepted by the City nor given award considered.**

**16.4** All responses shall be handled in a confidential nature, but submitted materials may be subject to disclosure under various Freedom of Information and Public Disclosure acts. Review of responses shall be made available to competing Prospective Providers, other interested parties, and the general public **after** a Selected Provider has been chosen by the City and a legally binding contract has been negotiated and entered into and / or a Purchase Order for the goods, work or services has been issued and accepted. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the City's Municipal Code. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

**16.5** **Inquiries regarding previously existing contracts, solicitations previously issued to the Public, current or active City contracts and / or current Purchase Order procurements or other Open Records Requests should be directed to the City Clerk's Office by telephoning 404.270.7100.**

**17.0 RESERVATION OF RIGHTS**

**17.1** This solicitation constitutes an invitation to submit prepared proposals for consideration to the City of East Point, Georgia. Without limitation or penalty, the City of East Point, Georgia, reserves and holds at its sole discretion, the reservation of any and all rights contained herein.

**17.2** By responding to this solicitation, the Prospective Provider acknowledges and consents to the terms and conditions set forth herein.

**18.0 RIGHT TO AMEND SOLICITATION**

**18.1** The City reserves the right, without prior notice of any kind, to supplement, amend, or otherwise modify this solicitation in any manner that is deemed in the best interest of the City.

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**18.2** The City reserves the right to change and / or alter the schedule for any events associated with this solicitation and / or any dates contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the City.

**18.3** The City reserves the right to add to and / or delete from the Scope of Work and / or Scope of Service(s) and / or Line Item(s) and / or requirement(s) and / or specification(s) set forth and contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the City.

**18.4** A Prospective Provider by submitting a response to this solicitation agrees to be bound by any modifications made by the City.

**19.0 RIGHT TO WAIVE TECHNICALITIES / INFORMALITIES**

**19.1** The City reserves the right to waive any and all technicalities and / or minor informalities contained in the solicitation that it deems are not in the best interest of the City.

**19.2** The City reserves the right to waive any and all technicalities, minor informalities and / or irregularities contained in the prepared responses to this solicitation.

**20.0 RIGHT TO REQUEST ADDITIONAL INFORMATION / PRESENTATIONS**

**20.1** The City reserves the right to request Prospective Providers to submit additional information and / or to send representatives for interviews and / or presentations.

**21.0 RIGHT TO CONDUCT INVESTIGATIONS AND / OR VISITATIONS**

**21.1** The City reserves the right to conduct investigations of the Prospective Providers and their responses to this solicitation, including the verification of any and all references or documentation provided therein, and to request additional evidence to support the information included in any such response.

**21.2** The City, including its representatives and consultants, reserve the right to visit and / or examine any and all of the facilities referenced in any response and to observe and / or investigate the operations of any such facilities.

**22.0 RIGHT TO ENTER INTO NEGOTIATIONS**

**22.1** To the extent deemed appropriate by the City, and to the extent allowable in the City's Municipal Code, the City may select and enter into discussions and negotiations with Prospective Providers who have submitted responses which are found to be reasonably susceptible for award.

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**22.2** The City reserves the right to discontinue negotiations with any selected Prospective Provider at any time, with or without providing notice, with or without stating cause.

**23.0 RIGHT TO REJECT RESPONSES / PROVIDERS**

**23.1** The City reserves the right to accept or reject any or all responses, or any portions or components thereof, or to eliminate any or all Prospective Providers responding to this solicitation from further consideration for this procurement, and to duly notify any and all such Prospective Providers of the City's determination in the manner the City's deems the most convenient.

**23.2** The City reserves the right to reject any Prospective Provider responses that are submitted by the Prospective Provider using a form and / or format other than the form and / or format stipulated herein and / or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming in nature.

**24.0 RIGHT TO ELIMINATE NON-RESPONSIVE PROVIDERS**

**24.1** The City reserves the right to eliminate from consideration any or all Prospective Providers who submit an incomplete and / or inadequate response or who are not responsive to any and / or all of the requirements of this solicitation.

**25.0 RIGHT TO CANCEL SOLICITATION**

**25.1** This solicitation does not obligate the City to select, procure and / or contract for any goods and / or services whatsoever.

**25.2** The City reserves the right to cancel this solicitation, with or without the substitution of another solicitation, and, if so desired, to terminate this procurement in its entirety at any time. Cancellation of this solicitation may occur with or without cause and with or without prior notification. Cancellation of this solicitation, with or without substitution, shall not result in any liability to any Prospective Provider for any reason whatsoever.

**26.0 CONTRACT AWARD**

**26.1** It is the intent of the City to award a Contract to the Provider(s) deemed most qualified to perform the services / work specified herein, provided the response submitted by the Provider(s) is both responsive and responsible, and the Provider(s) has submitted their response in accordance with the requirements and / or other criteria stipulated in the solicitation package. Only after consideration of any and all determining factors shall the most qualified, responsive, responsible Provider(s) be determined. At its discretion, the City may award a Contract to one (1) or more than one (1) Providers, as is deemed in the best interest of the City.

**26.2** The City may request or require additional information from and / or a meeting with Prospective Providers before making a final determination of award. Any Prospective Provider

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who refuses to and / or fails to provide such requested information and / or to meet with the City within the time period stipulated by the City shall be eliminated from further award consideration. The expenses incurred in responding to the City's request(s) shall be borne solely by the Prospective Provider and shall not be refunded and / or reimbursed by the City in any amount or form.

**26.3.** Prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) shall be required to enter into a legally binding written **Agreement** or **Contract** with the City of East Point, Georgia, based upon the requirements, terms and / or conditions contained herein and / or stipulated by the City. In addition, prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) must submit proof to the City of any and all required insurance, licenses, certifications, permits, bonds etc. necessary and / or stipulated herein.

**27.0 VENDOR / PROVIDER PROTESTS**

**27.1** Any actual or Prospective Provider, Bidder, Offer, Contractor or Subcontractor who is aggrieved in connection with the prequalification, solicitation or award of Contract shall protest to the Contracts & Procurement Division), Tron D. Jones, via email at [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org) or Stacy E. Hobson via email at [shobson@eastpointcity.org](mailto:shobson@eastpointcity.org) via fax at **404.270.7824**. A protest with respect to this Request for Proposals (RFP) must be submitted to the Contracts and Procurement Division in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but under no circumstances after five (5) calendar days of notification of award of the contract. The City's Municipal Code shall govern all such matters. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

**28.0 SILENCE OF SCOPE OF SERVICES**

**28.1** The apparent silence of the **Scope of Services** contained herein and any supplemental materials concerning any point or detail of a service to be provided shall be regarded as meaning that only the best usual and customary professional practices are to prevail and that only services of the first and finest professional quality and of the correct type are to be provided by the Selected Provider in the performance of the services and the delivery of the deliverables associated with this solicitation.

**28.2** All professional services are to be of the highest and finest quality.

**28.3** All interpretations of the **Scope of Services** contained herein shall be made upon the basis of this section, with the City's interpretation to prevail.

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**29.0 INSURANCE REQUIREMENTS**

**29.1** The Selected Provider shall maintain general liability, automobile bodily injury liability and professional liability insurance, issued by not less than an "A" insurance carrier, as determined by the rating firm A.M. Best, who is licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives or employees in connection with the Selected Provider's provision of work and / or service(s) and obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors or other designees, as additional insured, (with the exception of Workers' Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to East Point's Contracts and Procurement Office a **Certificate of Insurance** reflecting such coverage prior to the commencement of work and / or services contemplated in this solicitation.

**29.2** The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a **thirty (30) day notice to the City of East Point, Georgia.**

**29.3** All Insurance Certificates issued in regard to this solicitation **must clearly reference the City's solicitation number and the complete official title of the awarded Contract.**

**29.4** **\*\*\* NEW REQUIREMENT \*\*\* - All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.**

**30.0 HOLD HARMLESS REQUIREMENT**

**30.1** Neither the City, its staff, its representatives, nor any of its consultants and / or attorneys shall be liable for any claims and / or damages resulting from the invitation, advertisement, collection, review, evaluation and / or tabulation of responses to this solicitation.

**30.2** The Selected Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors, representatives or agents of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks or warranties of the Selected Provider contained in this solicitation or their response thereto, or

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caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives or employees in connection with the Selected Provider's provision of work and / or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute(s) of limitation(s).

**31.0 NONDISCRIMINATORY REQUIREMENTS**

**31.1** The Selected Provider agrees that in connection with the performance of providing the work and / or service(s) under this solicitation or any resulting contract, the Provider (and / or his Subcontractor[s] and / or Supplier[s]) agree[s] not to discriminate against any employee or applicant for employment, either through the Provider or a direct applicant to the City, because of race, color, religion, gender, gender identity, sexual preference, sexual identity, national origin and / or disability. The aforesaid provision shall include, but shall not be limited to, the following: employment, promotion, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, overtime or compensatory time consideration and / or any other forms of compensation, and / or selection for training, including apprenticeship. The Provider (Subcontractor[s] / Supplier[s]) agrees to post statements of non-discrimination practices in conspicuous places, available for employees and applicants for employment to see that clearly sets forth the provisions of this nondiscrimination practices clause.

**32.0 ETHICS REQUIREMENTS**

**32.1** Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of **any monetary value whatsoever** to any official, employee, representative and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation and / or for the purpose of being viewed more favorably and / or more agreeably than others who may also be competing for award. Violation of this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider's representative(s) and the City employee(s), if found to be compliant or in complicity and / or collusion therewith.

**32.2** No Public Official, employee, representative and / or agent of the City shall gain any form or type of personal or financial benefit from a decision relating to the award of this contract.

**32.3** No public official, employee, representative and / or agent of the City of East Point shall engage in any discussions with Prospective Providers or others that may influence, in any manner, pro or con, the award of this contract. Discussions or conversations for the legitimate purpose of investigating the soundness or qualifications of a potential Selected Provider to perform as required under the terms and conditions of a proposed City's contract shall, by their nature, be exempt.

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**32.4** Any and all Selected Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of **Part 2, Chapter 4, and Ethics Policy** of the **Code of Ordinances** of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk's Office by telephoning 404.270.7100 or on-line by visiting <http://www.municode.com/>. The City's **Code of Ordinances** may also be found on the City's web site under the **Quick Links** heading "**City Ordinances Online**".

END OF PART I. SOLICITATION TERMS AND CONDITIONS

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**1.0 PURPOSE FOR SOLICITATION / INTRODUCTION**

**1.1** The City of East Point seeks to procure an Enterprise Resource Planning (ERP) system that will provide users the software modules needed to manage business goals. The system will empower users and provide solutions including, but not limited to, operational and capital budgeting, strategic/long range planning and forecasting, business intelligence/decision support, cost accounting and other transactional activities.

**1.2** The proposed solution must integrate with The City's current systems as described in Section 2.0 (Interfaces) and support the City's business goals. The ERP system will be utilized in support of the following functional areas:

- Budgeting (Operational and Capital)
- Strategic/Long Range Planning and Forecasting
- Business Intelligence/Decision Support
- Cost Accounting
- Forecasting and Reporting
  
- Software Licenses:
  - Application Software
  - System Software
  
- Implementation Services:
- Project Management
  - Installation
  - Application Configuration
  - Data Migration
  - Integration with current Network Environment
  - Testing
  - Training
  - Go-Live Support and Stabilization Services
  
- Support and Maintenance Services

**1.3** The purpose of this Request for Proposals is to provide interested Providers with sufficient information to enable them to submit a comprehensive proposal for the City of East Point's review. In addition, it is the City's intent to establish and set forth a systematic method of presentation that will be fair and impartial to all parties concerned, and will facilitate the generation of Provider responses that can be evaluated by the City of East Point objectively, fairly, and without bias.

**1.4** The successful past performance or the successful current performance of similar Contracts

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for other governments and / or government entities shall be considered a plus by the City.

**1.5** The Selected Provider(s) shall have the sole responsibility for any services and / or work provided, any and all support provided, and will be solely responsible for the performance of any third-parties (sub-contractors and / or sub-subcontractors) utilized by them to deliver any of the services and / or work requested by the City under this Contract.

**2.0 MINIMUM PROVIDER QUALIFICATIONS / REQUIREMENTS**

**2.1** To participate in this solicitation, Prospective Providers must have, at a minimum, five (5) years' worth of experience in providing professional installation and design services in the required areas. The successful past performance or the successful current performance of similar Contracts for other governments and / or government entities is required.

**2.2** The Selected Provider(s) will provide installation and design services, as well as associated planning related services for the project. These services shall include sign identification, sign location, environmental services and other related professional services, including design development, construction drawings, specifications, bid documents, and construction administration. The consultant, either with its own forces or those of a sub-consultant, shall have the ability to provide comprehensive services necessary to fulfill all enterprise resource planning services which may arise during the project cycle.

**3.0 GENERAL TERMS AND CONDITIONS REGARDING CONTRACT AWARD**

**3.1** Each response submitted in accordance with the stated terms and conditions of the solicitation shall be fairly and impartially evaluated by an Evaluation Committee appointed by the City.

**3.2** Each response will be evaluated on a combination of factors that will be defined and clearly stated within this solicitation package.

**3.3** The City, at its sole discretion, will determine the criteria and the process whereby responses will be evaluated and an award determination rendered. The City's determination of award will be binding and final. No damages of any type will be recoverable by any Challenger as a result of these determinations or decisions by the City.

**3.4** The Provider(s) who is/are deemed by the City to represent the over-all best valued, responsive, responsible Provider(s) based upon the City's evaluation scoring system will be expected to enter into a contractual arrangement with the City of East Point, Georgia.

**3.5** Unless otherwise arranged, if the Selected Provider(s) does not execute a Contract with the City within fifteen (15) calendar days following the date of the **Notice of Award** letter from the City, the City reserves the right to award the contract to the next over-all best valued,

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responsive, responsible Provider. Delay in the execution of a Contract based upon a delay on the City's part in the preparation or presentation of the Contract / Agreement to the Selected Provider exempts the Selected Provider from the fifteen (15) calendar day limitation, but under no circumstances will a deliberate delay on the part of Provider(s) in the execution of the Contract be tolerated by the City.

**3.6** All information, data, reports, and records necessary to assist in the performance of the Work / Services shall be furnished to the Provider without charge by the City, and the City shall pledge to cooperate fully with the Provider in every way possible in the firms' performance of the Work / Services.

**3.7** The City shall have the right to terminate the Contract without cause by providing the Selected Provider(s) with a written notice of **How To Terminate** at least thirty (30) calendar days prior to the City's desired date of termination. In this event, the Provider shall be entitled to just and equitable compensation for any and all services satisfactorily completed prior to the City's desired termination date.

**3.8** For the purpose of this solicitation, a **calendar day** shall be defined as any day of the week that appears on a standard calendar, Sunday through Saturday, including holidays normally observed by the City of East Point, Georgia, the Federal government, or other governmental and / or private and / or religious entities.

**3.9** For the purpose of this solicitation, a **work day** shall be defined as any day of the week, Monday through Friday, classified as a "normal work day", excluding holidays observed by the City of East Point, Georgia. Legal holidays, national holidays, religious holidays, or furlough days observed by other governmental or private entities or religious organizations, but not usually observed by the City of East Point, Georgia, shall be classified as "normal work days"

**3.10** No analysis, reports, information, or data provided to or prepared by the Selected Provider under this Contract shall be made available to any individual or organization without prior written approval and consent from the City. Any and all work performed under this Contract shall be the sole property of the City of East Point, Georgia, and shall not be used by the Selected Provider for the purpose of advertising, references, examples and / or samples of work performed without prior written approval and consent from the City. Any and all analysis, reports, information, or data provided to or prepared by the Selected Provider under this Contract shall be held in the strictest confidence and shall be treated as confidential information.

**4.0 GENERAL TERMS AND CONDITIONS REGARDING SCOPE OF SERVICES**

**4.4** It shall be the full responsibility of the Selected Provider to furnish, **without additional charges to the City**, any and all equipment, components, software, hardware, transportation,

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insurance, supervision, administration, machinery, tools, supplies, etc., that shall be required to perform the services requested under this Contract in a professional, safe, and lawful manner.

**4.5** The Selected Provider shall act as an Independent Contractor and under no circumstances shall be considered as an agent, representative, or employee of the City of East Point.

**4.6** Before commencing with any service, the Selected Provider must enter into a legally-binding written Contract / Agreement with the City and / or accept the City's Purchase Order for the service to be performed.

**4.7** Before commencing with any service, the Selected Provider must provide proof of business license, proof of insurance, any and all necessary bonds, affidavits, permits, licenses, or certifications that may be required by City, Federal, State, or local regulatory body in order to perform the required services.

**4.8** Upon execution of the Contract or acceptance of the City's Purchase Order and the City's receipt from the Selected Provider of proof of the required and / or necessary bonds, affidavits, permits, licenses, certifications, etc., the City shall issue to the Selected Provider a **Notice to Proceed (NTP)** letter. Before commencing with any service, the Selected Provider must be in receipt of the dated, written **Notice to Proceed (NTP)** from the City. The Notice to Proceed (NTP) shall provide the Selected Provider with the appropriate contact information for the Requesting Department, and shall designate a City Contract Representative / Contract Administrator, if one has not already been designated.

**5.0 SELECTED PROVIDERS' RESPONSIBILITIES / REQUIREMENTS**

For award consideration, the Selected Provider(s) shall be **required** to:

**5.1 Provide any and all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, and certifications, etc., required or stipulated by the City**

**5.1.1** Any and all bonds, licenses, permits, insurance, memberships, accreditations, certifications, etc., required or necessary to commence and complete the **Scope of Services** in a safe, lawful and professional manner as stipulated herein shall be solely provided by and paid for by the Selected Provider(s), or their assigned Subcontractor(s).

**5.1.2** The Selected Provider(s) must be licensed to perform the type of services designated herein, must not be prohibited by the State of Georgia from performing such service, and must have the experience the City deems as suitable and necessary to perform the **Scope of Services**. The City reserves the right to

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require proof of licensing and proof of specific experience from the Selected Provider(s) prior to the commencement of the service or at any time during the performance of the service.

**5.1.3** The Selected Provider(s) must provide Workmen's Compensation Insurance, Comprehensive General Liability insurance and any other types or forms of insurance required by the City in the amounts stipulated by the City. Valid **Certificates of Insurance** must be furnished to the City's Contracts and Procurement Division prior to the commencement of any Work on the Project.

**5.1.3.1 All Certificates of Insurance submitted to the City must bear the City's official RFP Number and the full Solicitation Title to which it is applicable.**

**5.1.3.2 A thirty (30) days written notice of cancellation must be provided by the Insurer to the City. A ten (10) day notice of cancellation shall be considered insufficient and shall not be acceptable.**

**5.1.4** Prior to the performance of any service, the Selected Provider(s) must provide to the City any and all completed affidavits, forms, or other documentation that is applicable or required by any local, State or Federal entity in order to receive a Contract award. Where possible, the City shall provide to the Prospective Providers such blank affidavits and forms to be completed and / or written notification of other documentation requirements for award.

**6.0. CITY'S RESPONSIBILITIES**

The City shall be responsible for:

**6.1 Issuance of the Notice to Proceed (NTP) letter**

**6.1.1** Upon execution of the Contract and receipt from the Selected Provider of all required and / or necessary bonds, permits, licenses, certifications, etc., the City shall issue to the Selected Provider a **Notice to Proceed** letter.

**7.0 REQUEST FOR PROPOSAL (RFP) FORMAT / CONTENT GUIDELINES**

**7.1** To be given award consideration, Prospective Providers who meet or exceed the minimum qualifications and who can meet or exceed the City's minimum requirements must provide the City of East Point, Georgia, with a **thorough and complete** RFP response package using the following guidelines:

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- All response packages shall be typed using no less than a 10-point font size, and shall contain no more than forty (40) pages.
- Page count shall include any introductory letters, transmittal sheets and the résumés of key individuals, but **shall exclude** the front and back covers, **Prospective Provider's Contact Information Sheet, Table of Contents** pages, index sheets or tabs, tables, charts, or other requested graphic exhibits.
- Information requested by the City under separate cover **shall not** be included in the total response package page count.
- Requested brochures, technical data sheets, schematics, drawings, warranties, service agreements, maintenance agreements, sales literature, etc. shall **not** be included in the total response package page count.
- All response packages should be straight forward, concise and provide "layman" explanations of any and all technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete, comprehensive, and clear description of your company's offering and how it represents the **best overall-value** to the City.
- Response packages that appear unrealistic in the terms of commitment or staffing/ personnel needs, or that appear to lack competency or integrity or are indicative of a failure to fully comprehend the complexity and inherent risks of the proposed Contract may be rejected by the City without further consideration.

**7.2** Response packages do not have to be professionally produced nor professionally packaged, but shall be neat and orderly in appearance and well organized. **To be considered substantive, a response package must respond to all requirements of the RFP.** Prospective Providers should provide any other information thought to be relevant to the RFP and your company's / practice's capability to provide the services requested. **The following sections / content must be included** in the Prospective Provider's response package in order for the response to be considered "responsive", and **must appear in the following order to facilitate the ease of perusal and evaluation by the Evaluation Committee:**

- **Front Cover**

May be plain, decorated, opaque, translucent, plastic, cardboard, heavy-weight stock, paper, etc. The only thing the City is interested in is the fact that a front cover has been provided for the proposals response package.

- **Prospective Provider's Contact Information Sheet**

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The **Prospective Provider's Contact Information Sheet** contained in this RFP packaged shall be completed and signed by an individual authorized by the Prospective Provider to legally bind their company.

The address and other contact information provided on this sheet shall be that of the Provider's office from which the City's Contract shall be managed, therefore, it ideally also represents the Provider's location closest to the City of East Point, Georgia.

**The Prospective Provider's Contact Information Sheet shall be the FIRST sheet of each of the Provider's response packages.** Please do **NOT** cover the **Prospective Provider's Contact Information Sheet** with a fly leaf, blank sheet of paper, index or tab page, **Letter of Introduction, Table of Content**, etc. When the cover of the response package is opened, this should be the first page that is seen.

- **Prospective Provider's Sworn Statement / Non-Collusive Forms (if provided)**

The Prospective Provider shall provide a **notarized statement** or a completed and notarized **Non-Collusive Form** (if provided by the City) that certifies the Prospective Provider and their subcontractors (if any) and / or staff members have no conflict of interest pertaining to this RFP and have not, in any manner, entered into a collusive arrangement of any type.

- **Table of Contents or Index of Contents**

Prospective Providers must use dividers of some type to separate sectional content. Dividers may be plain paper, plastic, heavy-weight stock, tabbed or untabbed, but tabbed dividers are preferred by the City as they do facilitate the ease of perusal and content evaluation.

- **Letter of Introduction (or Cover Letter) / Executive Summary (or Project Summary) Section**

The **Letter of Introduction** (or Cover Letter) / **Executive Summary** (or Project Summary) shall not exceed three (3) pages in length. This section shall summarize key elements of the Prospective Provider's understanding of the City's needs and the key elements of the Provider's offering that will directly address those needs and, thus, make the Provider the best-valued Provider.

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If it is necessary for the City to prepare an **Executive Summary** of this proposal, the information contained in this section must be extractable and of such a nature that it shall function as the **Executive Summary**.

An individual authorized by the Prospective Provider to legally bind the Provider shall sign the **Letter of Introduction** (or Cover Letter) / **Executive Summary** (or Project Summary). **The prepared letter / summary shall clearly stipulate that the contents of the response package and the proposed price(s) or fee schedule(s) shall be valid during the full initial term of the Contract.**

Prices provided by Provider must be firm prices, and must not be subject to any type of increase during the initial contract term, and must not include Federal or State Taxes. The price(s) stated must include any and all costs associated with the services as defined in the **Scope of Services**.

Information you must include in this section:

1. Names, business address and telephone number of the respondent organization's officers, directors and associates and the names and addresses of any parent or subsidiary of your company or organization. Your information should describe the nature of the service and the line of authority of these individuals and / or companies / organizations as they relate to this Contract.
2. Brief overview of your understanding of what the City of EastPoint is seeking in regards to the Services / Work requested.

Information you may also wish to include in this section:

1. Provide a brief description of your company's background, history, and ownership structure, including any parent, affiliated or subsidiary company(ies), and any past or current business partners.
2. Provide a comment regarding your company's average annual revenue / financial stability.
3. Provide a brief description of your company's quality assurance

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program, if any, and the applicable procedures for assuring a quality product / service.

- **Credentials Section**

The Credentials Section shall contain copies of any and all of the credentials / licenses / certifications, etc. that the City requires herein from a Prospective Provider in order to participate in the solicitation.

Any additional information or documentation that substantiates or supports the Prospective Provider's abilities and capabilities to accomplish the tasks associated with this Contract should also be detailed or contained in this section.

Information you must include in this section:

1. Completed **E-Verify Affidavits** for all tiers of Providers.
2. Completed **S.A.V.E. Affidavit**
3. Proof of a current, valid **Business License**.
4. **Certificates of Insurance**, validating insurance coverage in the amounts stipulated herein by the City.

- **Methodology / Approach Section / Scope**

The Methodology / Approach section shall provide a description and / or outline of the approach and methodology and the Scope of Services the Prospective Provider shall use to accomplish the Services requested by the City in this RFP, shall discuss the anticipated time frame of the initiation of the Services, and detail how the Prospective Provider intends to achieve the City's full satisfaction with their performance of the required tasks.

At a minimum, **based upon the Scope of Services / Background provided below**, this section of the proposal shall include specific details of the processes and procedures the Prospective Provider intends to employ to perform the work and services, and information regarding the quality assurance measures the Prospective Provider will put into place to ensure the work / services provided meets or exceeds the City's expectations. Any additional information that substantiates or supports the Prospective Provider's professional abilities / skills and their experienced capabilities to accomplish the tasks associated with this Contract should also be

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detailed in this section.

Information you may also wish to include in this section:

1. Does your firm have a written Code of Conduct or a set of standards for professional behavior? If so, describe how the code or standards are monitored and enforced, and by whom.
2. Describe how your company's recommendations / services to clients are reviewed and monitored by your organization to ensure they are sound and represent the highest standards, and the best practices possible.
3. Describe any potential conflict of interest issues your company might have in providing the required services / work to the City.
4. Describe how your company identifies and manages conflicts of interest when they do arise.

• **Background / Experience / Qualifications Section**

The Background / Experience / Qualifications section must describe the Prospective Provider's familiarity with providing services / work of a similar scope and a similar size and of a similar complexity to businesses or governments with similar needs.

Information you must include in this section:

1. Provide a brief description of your company's history and background and discuss your company's specific experience in the area of providing the requested services / work. Indicate your company's years of business operation and any current or proposed future partnership arrangements.
2. Provide information regarding the number and types of similar projects / contracts that your company has participated in within the past five (5) years with emphasis upon projects / contracts involving a similar scope and similar size and similar complexity for other municipalities / governments. Please provide specific and comprehensive examples of your work and experience involving the requested work / services. Detail the past projects' scopes and list any on-going projects with appropriate contact information.

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3. Provide full disclosure of any prior and / or existing legal actions in which your company is connected in any manner as a direct, or indirect, result of providing or participating in any similar projects / contracts. Litigation or potential litigation involving the performance of any similar projects / contracts, or the lack thereof, breach of confidentiality and / or conflict of interest matters must also to be fully disclosed in this section. NOTE: The failure of any Provider to make full and complete disclosure as requested herein shall result in an immediate termination of any contract awarded.

4. Within the last ten (10) years, has your organization or an officer or principal been involved in litigation or any other legal proceedings related to providing similar services / work for clients? If so, please provide an explanation and indicate the current status or disposition of each situation.

5. Has your company ever been censured by any regulatory body or legal entity? If so, please describe the situation and the circumstances. Give complete details regarding the name and address of the censuring or regulating body or legal entity and the exact nature of the censure itself. Failure to disclose information regarding your firm's censure by a regulatory body or legal entity may result in the immediate termination of a contract award if such information is brought to the City's attention after the award of the contract.

Information you may also wish to include in this section:

1. Provide a more comprehensive description of your company's background, history, and ownership structure, including any parent, affiliated or subsidiary company (ies), and any past business partners.

2. Detail any significant developments in your organization such as changes in ownership, restructuring, staff reductions or expansions or personnel reorganizations that might be significant to the award of this contract.

3. Detail any anticipated changes in your organization that may take place in the immediate to near future and may have a direct or indirect bearing on the City's contract or the performance of the services / work by your firm.

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• **References Section**

In the References section, the Prospective Provider shall provide relevant information on those for whom they have provided similar services. The references provided must be no more than five (5) years old and shall include a valid contract name, contract contact information, the dates services / work were provided and the scope or nature of the services / work provided.

Information you must include in this section:

1. Provide a list of no less than three (3) and no more than six (6) professional references who have consented to answer questions in regard to your company's performance and qualifications in providing the required services / work. Current, valid contact information including companies / governments names, representatives' names, contract numbers / titles, street addresses, mailing addresses, telephone numbers and email addresses shall be provided for each reference included in this section.

Information you may also wish to include in this section:

1. Provide the address of your headquarters / corporate office and the addresses of any offices that may service the City's contract.

2. Provide a listing of any public sector clients who have terminated a business or contractual relationship with your company during the past ten (10) years and provide their reasons for doing so. A valid client name, contact name, address, telephone number and email address must be provided for each client listed.

• **Workload and Commitments / Staffing / Administration / Personnel**

**Qualifications Section**

In this section, Prospective Providers shall provide the City with the existing workload of the personnel / staff that shall be assigned to this Contract and demonstrate their ability to meet or exceed the City's expectations without either a compromise in quality or a delay in the required response time.

In this section, Prospective Providers shall also provide a list of the individual(s) who shall be assigned to work on the City's contract in the capacity of a Supervisor or greater, and shall indicate the

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function(s) each person shall perform and the areas of responsibility each shall assume.

Additional information that Providers wish to have considered such as professional awards, performance recognitions, memberships, specialized training, unique experience, etc. should also be included in this section.

**NOTE:** Upon award of the Contract and during the term of the Contract, if the Selected Provider chooses to assign different personnel / staff members to the service / work in the capacity of Supervisor or greater, the Provider shall submit their names, contact information, qualifications and other information listed herein to the City for approval prior to that person commencing work upon the Contract.

**Work / Services provided under this Contract shall NOT be performed by nor delegated to any person or entity other than the Provider without the expressed written consent and authorization from the City, unless otherwise stipulated herein. Under no circumstances shall the City of East Point allow or permit the Work / Services described herein to be subcontracted or assigned without prior written consent.**

Information you must include in this section:

1. Submit a brief listing of other projects / contracts, major and minor, to which the Provider's personnel / staff members who are assigned to the City's Contract shall also be assigned. Detail the division of time the personnel are anticipated to devote to each of the projects / contracts to which they are assigned.
2. Submit a comprehensive summary of the experience and qualifications of the individual who shall be selected to serve as the Project Manager / Contract Administrator for this service.
3. Submit brief résumés for all other key personnel / staff members (Supervisors or greater) who shall have work assigned to them under the Project / Contract or have an involvement with the Project/ Contract in a supervisory capacity or greater.

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4. Provide a description of the role and responsibilities each employee / staff member assigned to the project / contract shall assume.
5. Provide an organizational chart of your firm.
6. Provide details regarding the size of your staff and the current availability of staff members to immediately begin working on the City's Project / Contract and devote a majority of their time to the Contract / Project.
7. Provide the names and qualifications of any outside consultants and / or associates that shall be employed or subcontracted to assist on this project in any capacity, and the approximate percentage of assistance your company anticipates them to provide in regard to this Contract.

Information you may also wish to include in this section:

1. Provide the number of supervisors / team leaders / work force members employed / staff members with your firm and the average length of time the majority of the consultants / Providers / staff members have been employed by your firm.
2. Provide more detailed educational and career information for each of the employees / staff members that shall be assigned to work on the City's contract.
3. Provide a description of the role and responsibilities each employee / staff member assigned to the project / contract shall assume.
4. Provide your specific team's experience with performing services / work for other businesses or other public sector entities.
5. State whether the individuals who shall be assigned to the City's project / contract have any responsibilities or areas of expertise other than those necessary to provide the services / work requested, and if so, specify those responsibilities or areas of expertise.
6. Describe your company's backup procedures in the event key personnel / staff members assigned to the City's contract should leave your firm, or be unable, for whatever reason, to perform their duties for a period of time, or be transferred or promoted to another

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department or division, or express a desire to be assigned to another project / contract.

- **Back Cover**

May be plain, decorated, opaque, translucent, plastic, cardboard, heavy-weight stock, paper, etc. The only thing the City is interested in is the fact that a back cover has been provided for the qualification.

- **Response Package Binding**

**The ORIGINAL response package shall NOT be bound and should be provided to the City in an unbound, signed condition and shall be conspicuously marked "ORIGINAL". ALL COPIES of the response package SHALL BE IDENTICAL TO THE ORIGINAL AND SHALL BE BOUND IN A PERMANENT MANNER and shall be conspicuously marked "COPY".**

The binding employed may be as complex as a glued binding or simple as a spiral binding, but it must be secure and permanent in nature. **Three-ring binders, duo-tangs, paper clips, binding clips, and staples are NOT considered permanent binding materials by the City and should not be employed by Prospective Providers for this purpose**

**7.3 The following information shall be provided for discussion purposes and negotiations ONLY. Any and all information regarding costs, fees, billing rates, per diems, expenses, fee structures, etc. must be provided by completing RFP No. 2017-1629 – Attachment No. 1 - Appendix A - Module Cost Sheet in a separate sealed envelope AND should not be a part of the bound response –one (1) dated and signed original and six (6) identical copies of the same.**

- **Detailed Costs / Fee Section**

Any and all costs expected to be covered by the City of East Point, Georgia, should be clearly identified by the Provider in their Cost Proposal. Any and all costs for equipment and / or labor and / or materials not identified as being the responsibility of the City will be accepted by the City of East Point as part of the Provider's proposal and as the Provider's responsibility.

All cost proposals submitted under this Request for Proposals (RFP) must include any and all necessary equipment, hardware, software, maintenance

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and support costs associated with the work / services requested.

Providers must include the cost of any and all available services, any and all required construction costs, and any and all installation costs in their Cost Proposals. The Provider is expected to be familiar with all conditions germane to this solicitation and to have factored in any and all circumstances in their Cost Proposal calculations.

The City request that any and all optional pricing must be easily identifiable as Optional Pricing.

**Provide a sample legal agreement that may be considered by the City if your company is awarded the Contract.**

NOTE: The City shall reserve the right to enter into negotiations (to the extent allowable by the City's Municipal Code) regarding fees / costs before accepting a Provider's final offer. The City shall reserve the right to decline full acceptance of any Prospective Provider's fee proposal and / or the completion of all tasks outlined in any fee proposal, and reserves the right to accept only those elements of any fee proposal that the City feels are necessary to meet the City's primary objectives.

Information you must include in this section:

1. Description of implementation costs / Work costs and Service costs: Prices shall include all costs associated with implementing and / or performing the required Work / Services requested by the City as specified in this solicitation.
2. Prospective Providers must include a listing of any direct and / or indirect cost benefits to the City of East Point in the selection of their company as the Provider for the services stipulated herein.
3. Include a legal agreement / contract that the City may review and consider.

Information you may also wish to include in this section:

1. Describe your firm's pro-active measures in controlling the costs of Work / Services rendered for a client and the steps your company shall take to ensure accurate billing and invoicing of any services / work performed.

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**8.0 EVALUATION CRITERIA / BASIS OF AWARD**

**8.1** The City's evaluation and selection process shall be a qualifications-based selection process for professional Work / Services. Response packages shall be objectively evaluated to determine the best overall RFP conformance and the best-valued offering to the City for the Work / Services proposed by the most responsive, responsible Provider. The City shall use some or all of the following criteria for evaluating and comparing the response packages submitted. The specific criteria listed are not necessarily all-inclusive and the order in which they appear is not intended to indicate their relative importance to one another. Evaluation of the qualification response packages shall initially be based upon a **one thousand (1,000) point scoring system**. The scoring range for each criterion is provided below:

**8.2** In addition to the evaluation and scoring of the response packages, the City may also wish to conduct Provider interviews or to have the Providers demonstrate their capabilities through a prepared presentation. If either is employed in the evaluation process, a separate scoring system shall be assigned to this segment of the Provider's evaluation, in which case each Provider's overall score shall exceed the one **thousand (1,000) point scoring system** stated herein.

**9.0 PRESENTATIONS AND DEMONSTRATIONS**

**9.1** If, in the opinion of the City of East Point, Georgia, interviews and / or presentations by Prospective Providers are desired as part of the evaluation process, the City of East Point, Georgia, shall notify the Selected Providers and shall make arrangements for such interviews and / or presentations. The Providers selected to be interviewed and / or make a presentation shall be given equal notification and shall be provided with an equal amount of time for their interview and / or presentation. The City reserves the right to present questions and / or make other inquiries of the Providers as a part of the process. All such interviews and / or presentations shall be conducted at the convenience of the City. The interviews and / or presentations shall be scored by the Evaluation Committee in a manner similar to that of the RFP response package, and the score obtained from the interviews / presentations shall be added to that of the RFP response package resulting in a predetermined total high score, exceeding one **thousand (1,000) points**.

**10.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE**

**10.1** Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered "non-conforming" and "non-responsive" in nature and may be disqualified from award competition.

**10.2 PLEASE NOTE: A valid solicitation response shall consist of one (1) signed, unbound original that is conspicuously marked "ORIGINAL" and six (6) permanently**

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**bound photocopies that are identical to the original and conspicuously marked "COPY". Failure to submit the RFP response in the manner specified herein or failure to enclosed identical permanently bound copies of the original materials may result in the disqualification of a submittal.**

**10.3** The response must be placed in a sealed, opaque envelope/package and clearly marked as follows on the outside:

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**RFP DUE DATE: 3:00 P.M., WEDNESDAY, DECEMBER 7, 2016"**

**10.4** The outside of the envelope / package must contain the **name, address and a valid contact telephone number** for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated "**RFP Response Enclosed**" on the outside to differentiate these parcels from those containing questions or inquiries.

**10.5** All solicitation responses must be addressed / delivered to the following:

**STACY HOBSON, CONTRACT SPECIALIST / TRON JONES CONTRACT SPECIALIST**  
**CONTRACT AND PROCUREMENT DIVISION**  
**1526 EAST FORREST AVENUE, SUITE 400**  
**EAST POINT, GEORGIA 30344**  
**TELEPHONE: 404.270.7045 / 404.559.6375**

**10.6** This is a sealed proposal solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Any and all responses received in such a manner shall be destroyed in an unread condition by the City upon receipt. Quotations received for the services stated herein that are not supported by a formal prepared proposal shall not be accepted nor given award consideration by the City. Any such quotations shall be destroyed, in an unread condition upon receipt.

**10.7** Time is of the essence; therefore, sealed solicitation responses must be received by the City **no later than 3:00 P.M., Wednesday, December 7, 2016, hereafter referred to as the RFP Due Date or the Solicitation Due Date or the Proposals Due Date**

**RFP NO. 2017-1629**  
**CONTRACT FOR THE PROCUREMENT AND INSTALLATION OF AN ENTERPRISE**  
**RESOURCE PLANNING SYSTEM**  
**PART II. PROVIDER REQUIREMENTS**

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**10.8** Each Prospective Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to another person, department or location within the City. Solicitation responses delivered to the Contracts and Procurement Division after the time and / or date specified herein shall not be opened nor given award consideration and shall be destroyed, in an unopened, unread condition by the City.

**10.9 Before submitting an RFP response, Prospective Providers must ascertain that all addenda issued by the City have been received by them, and must acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to assure they have received any and all addenda, and the City shall not be held responsible for any oversight and / or omission. Responses that are prepared and submitted by Prospective Providers without benefit of the data contained in any and all issued addenda shall be considered "non-conforming" and / or "non-responsive" and shall not be given award consideration.**

**10.10** Please refer to the City's Invitation to Participate and the City's Solicitation Terms and Conditions for other information relevant to the submittal of an RFP response.

END OF PART II. PROVIDER REQUIREMENTS AND SCOPE OF SERVICES

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**RFP NO. 2017-1629**  
**CONTRACT FOR THE PROCUREMENT AND INSTALLATION OF AN ENTERPRISE**  
**RESOURCE PLANNING SYSTEM**  
**PART III. PROVIDER CONTACT SHEET**

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I certify that I am an officer / authorized representative of the firm listed hereon and that the information and offerings provided in this solicitation response accurately represent the capabilities of my firm in regards to providing the services and / or goods indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify and / or confirm information provided by me or in regard to the reputation and / or capabilities of my firm to perform the services requested. I hereby bind my firm and on their behalf agree to furnish the services and / or goods as specified herein for the term and at the prices agreed upon in negotiations with the City. I hereby attest I have read the solicitation documents, including all attachments, and believe I fully understand the City's requirements and needs.

My/Our company is a:     Sole Proprietor         Corporation         Partnership         Joint Venture

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City / Federal / Zip: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Web Address, if any: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This page must be completed and should be the first page of each and every response included in a submittal. A valid submittal shall consist of one (1) signed, unbound original conspicuously marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and are conspicuously marked "COPY".**

**Failure to submit the Request for Proposals (RFP) response in the manner detailed stated herein or failure to enclose additional requested documentation, if any, may result in the disqualification of your submittal.**

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