



July 24, 2024

**REQUEST FOR PROPOSAL  
RP038-24**

The Gwinnett County Board of Commissioners ("County") is soliciting competitive sealed proposals from qualified service providers for the **Provision of a Comprehensive IT Service and Asset Management Software as a Service Solution** for the Department of Information Technology Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on August 23, 2024**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

A Webex pre-proposal conference is scheduled for **10:00 A.M. local time on August 8, 2024**. To access, dial 1-408-418-9388 and enter conference ID 23441906022##. All responding solution service providers are urged to attend. Questions regarding proposals should be directed to [dana.garland@gwinnettcountry.com](mailto:dana.garland@gwinnettcountry.com) no later than **3:00 p.m. on August 12, 2024**. Proposals are legal and binding upon the bidder when submitted. One unbound single sided original, six (6) bound copies, and two (2) electronic copy (one technical and one cost) on flash drives should be submitted.

Successful solution service provider will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

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

Award notification will be posted after award on the County website, [www.gwinnettcountry.com](http://www.gwinnettcountry.com) and companies submitting a proposal will be notified via email.

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

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

## Scope and Solution Requirements for ITSM & ITAM RFP

### 1. Introduction

Gwinnett County is seeking a comprehensive IT Service Management (ITSM), IT Asset Management (ITAM), and Integration Platform as a Service (iPaaS) Software as a Service (SaaS/Cloud) solution such as TeamDynamix or approved equivalent. This solution will enhance the County's IT Service Delivery and Asset management capabilities and grow with its needs. It will support the management of hardware and software assets, including cloud software (SaaS). This proposal covers licensing for 7,000 end users, approximately 300 IT users, and asset licenses for a minimum of 7,500 end-user devices, including servers, laptops, desktops, and kiosks.

#### Current Solution Overview

Gwinnett County's current ITSM and ITAM solution tracks over 92,000 configuration items and 66,000 hardware and software assets.

### 2. IT Service Management (ITSM) Requirements

The ITSM solution should provide the following functionalities based on the Information Technology Infrastructure Library (ITIL) framework:

#### a. Service Management

- **Service Request Management:** Enable users to submit and track service requests.
- **Incident Management:** Efficiently manage and resolve incidents to restore normal service operations.
- **Change Management:** Control the lifecycle of changes, minimizing disruption.
- **Release Management:** Plan and control the deployment of releases to test and live environments.
- **Problem Management:** Identify and manage the root causes of incidents to prevent recurrence.
- **Knowledge Management:** Create, manage, and share knowledge articles to improve service efficiency.
- **Self-Service Portal & Service Catalog:** Provide users with a portal for self-service capabilities and service access.
- **Conversational Chatbot & Live Chat (Artificial Intelligence (AI) & Machine Learning (ML) Integration):** An AI or ML-based chatbot should assist with common queries and tasks and support the following channels: chatbot, SMS/text, Microsoft Teams, and Cisco WebEx.
- **Custom URL:** Allows for a custom or client-specific URL living within its own domain.
- **Service Asset and Configuration Management & Configuration Management Database (CMDB):** This allows tracking and managing service assets such as Configuration Items (CI), Services, and Request definitions.

#### b. Reporting, Analytics, and Approvals

- **Dashboard:** Customizable dashboards for real-time insights and analytics.
- **Reports:** Generate various reports for service performance, compliance, and management information.

- **Service Level Agreements (SLAs) & Escalations:** Define, monitor, and manage SLAs to ensure service quality and compliance, with automated escalations for unmet targets to maintain service standards.
- **Survey Management:** Collect and analyze user feedback through custom surveys to gauge satisfaction and identify areas for improvement, facilitating continuous service enhancement.
- **Approval Management:** Streamline the approval processes by defining workflows for various requests and actions. Ensures that all necessary approvals are obtained promptly, improving efficiency and maintaining compliance with organizational policies. The system should be able to track the status of approvals and provide notifications to keep the process moving smoothly.

### c. User Experience

- **Comprehensive Service Catalog:** Ensure a detailed and user-friendly service catalog that lists all available services, allowing users to request and access services seamlessly.
- **Advanced Search Features:** Implement robust search functionality across the platform, enabling users to quickly find relevant information, service requests, and knowledge articles.
- **User-Accessible Knowledge Base:** Provide a comprehensive, easily navigable knowledge base that allows users to find solutions and troubleshooting steps on their own.
- **Real-Time Notifications and Updates:** Enable real-time notifications and updates for users regarding the status of their requests, incidents, and approvals, keeping them informed at all times.
- **Intuitive User Interface:** Ensure the platform has an intuitive and user-friendly interface that minimizes the learning curve for new users.
- **Personalized User Experience:** Allow for customizable user dashboards and personalized views, helping users access frequently used features and services efficiently.
- **Multi-Channel Accessibility:** Provide access to the platform via multiple channels, including web, mobile, and integrated applications like Microsoft Teams and Cisco WebEx, ensuring users can interact with the system from various devices and environments.

## 3. Integration Platform as a Service (iPaaS) & Connectivity Requirements

### a. Third-Party Data Integration

- **iPaaS for Enterprise Integration and Automation:** Utilize the Integration Platform as a Service (iPaaS) to connect and integrate third-party applications and data sources. The solution should support:
  - **Library of Pre-Built Connectors:** Access a comprehensive library of pre-built connectors for common applications and services, enabling fast and easy workflow building.
  - **Custom Integration Flows:** Ability to create custom integration flows to automate business processes and data synchronization between different systems.

- **Scalability and Flexibility:** Support for scalable and flexible integrations to meet evolving business needs.
- **Application Programming Interfaces (APIs):** Ensure robust API capabilities to facilitate seamless integration with third-party applications, providing comprehensive documentation, REST and SOAP support, secure authentication and authorization, real-time data exchange, error handling and logging, API rate limiting, and versioning.
- **Cloud Contact Center (Five9):** The capability to seamlessly integrate with the Five9 cloud contact center platform to facilitate streamlined communication, automated ticketing workflows, enhanced service desk efficiency, proactive issue resolution, and improved reporting and analytics, ultimately resulting in superior customer experience.

#### b. Automation

- **Workflow Automation:** Automate routine IT and business processes to enhance efficiency and reduce manual intervention.
- **Event-Driven Triggers:** Implement event-driven triggers to initiate workflows based on specific conditions or events.
- **Ticket Creation & Modification:** This allows users, systems, and workflows to create or modify various ticket types via email, user interface, Chatbots, API, and Workflow.

### 4. IT Asset Management (ITAM) Requirements

The ITAM solution should provide the following functionalities:

#### a. Hardware Asset Management

- **Asset Discovery:** Automatically discover and track hardware assets using agent-based and agentless methods.
- **Asset Tracking:** Include tracking for Windows, Mac, Linux, and Chrome machines, including virtual and thin clients; connected drives and monitors; printers,
- **Asset Inventory:** Maintain an accurate inventory of all hardware assets, even those not automatically discovered.
- **Lifecycle Management:** Manage the lifecycle of hardware assets from procurement to disposal. Allows for purchase, PO, and cost information to be associated with hardware for cost and lifecycle analysis.
- **Configuration Management Database (CMDB):** Integrate with a CMDB to track asset configurations and relationships.

#### b. Software Asset Management

- **Software Management**
  - Installed software applications are automatically discovered.
  - Provides normalization of collected application data.
  - Product definitions updated on a regular basis to keep software inventory up to date.

- Provides login data for computer usage events.
- **License Management**
  - Track and manage software licenses to ensure compliance.
  - Allows for purchase, purchase order number, and cost information to be associated with software for cost and lifecycle analysis.
  - Allows for policy-driven management of software licenses and entitlements.
  - Allows tracking of Software as a Service logins and usage.
  - Ability to manage usage and compliance for unlimited software programs.
- **SaaS Management:** Discover and manage cloud software (SaaS) assets.
  - Allows tracking of Software as a Service login and usage.

### c. Asset Management Reporting

- Reporting that includes computer login and software launch counts, total time, peak concurrent usage, weekly averages by specific groups or overall.
- Customizable dashboards with charts, graphs, and tables presenting exactly the information users need.
- Allows reports to be emailed on a regular basis or run on an ad-hoc basis.
- Allows easy report export to Microsoft Excel and Adobe PDF.
- Robust canned reporting with the ability to customize as needed.
- Reporting to assist with Publisher audits.
- Software compliance position reporting.

### d. Integration and Automation

- **Integration with Existing Systems:** Seamless integration with existing IT infrastructure and systems such as ITSM (Configuration Management Database) system.
- **Automation:** Automate routine tasks and workflows to improve efficiency and reduce manual effort.
- **Configuration Management Database (CMDB) & Handheld Scanners:** The scanners should be able to access, update, create, and modify asset records located in CMDB. Our current scanners have an Android OS, Wi-Fi, and LTE connectivity.

## 5. Licensing Requirements

- **ITSM End User Licenses:** The solution should support at least 7,000 end users.
- **ITSM Technicians:** The solution should support 300 IT users.
- **ITAM Software Asset Licenses:** Need the ability to track unlimited software products.
- **ITAM Hardware Asset Licenses:** The solution should cover 7,500 end-user devices, including servers, laptops, desktops, and kiosks. (Agent-based)

- **iPaaS License:** This solution should offer a site license.

## 6. Deployment and Support Requirements

### a. Deployment

- **On-Premise/Cloud Deployment:** The solution should offer flexible deployment options, either on-premise or cloud-based. Cloud is preferred.
- **Implementation Support:** Service provider should provide comprehensive implementation support, including training and knowledge transfer. A third-party implementer is not preferred.
- **Data Migration Support:** The service provider should assist with data migration from the existing ITSM implementation to the new platform, ensuring minimal disruption and data integrity.
- **System Administration (Customizations and Scalability):** Ability to configure or customize tools to meet business requirements using no code or low code features.

### b. Support and Maintenance

- **Technical Support:** Technical support is available 24/7 to resolve issues promptly. The County prefers support staff to be located in North America.
- **Software Updates and Patches:** Regular updates and patches to ensure the solution remains secure and up to date. Updates should be on a set schedule (i.e., weekly, monthly, quarterly) and patches when necessary.
- **Service Level Agreement (SLA):** Clearly defined SLAs for uptime, issue resolution, and support response times.
- **Sandbox:** A sandbox environment for testing and development purposes. This isolated environment will allow users to safely test changes, develop new features, and validate updates without impacting the live production environment. The sandbox should mirror the full functionality of the production system and possess the ability to be regularly refreshed to match the current production state, ensuring accurate and relevant testing conditions. Controlled access, licensing, and dedicated support for the sandbox environment help facilitate efficient and secure development activities.

## 7. Security and Compliance Requirements

### a. Single Sign-On (SSO)

- **SSO Integration:** Enable Single Sign-On integration with existing authentication systems using SAML 2.0, OAuth, or other standard protocols to provide seamless and secure access for users.
- **Multifactor Authentication (MFA):** Compatible with Microsoft Intra (Azure AD)

### b. Data Security

- **Data Security:** Implement robust security measures to protect sensitive data.
- **Data Storage:** It should be stored in the United States in a Private Cloud or an environment established for Government clients.
- **Compliance:** Ensure the solution complies with relevant regulations and standards.

**c. Disaster Recovery**

- Recover Time Objective (RTO) of 12 hours after declaration of a disaster.
- Recover Point Objective (RPO) of 4 hours maximum customer data loss.

**8. Customization and Scalability Requirements**

- **Customization:** Ability to customize the solution to meet specific organizational needs.
- **Scalability:** Scalable solution to accommodate future growth and additional users or assets.

**9. Implementation Requirements**

Provide a comprehensive implementation plan for this project indicating tasks, milestones, timelines, deliverables, and resources. Included in the implementation plan shall be a listing of the County personnel that the service provider desires to support, along with the implementation and what percentage of their time, on a full-time equivalent basis by month, will be required. Please use the following table or a similar method to detail the requested information:

Title/Role	Brief Description of Project Duties	Percentage of time Dedicated to Project by Month			
		1	2	3	4

**9.1 Project Management**

The service provider’s project manager will manage and direct all project activities, risks, communications, and deliverables within the defined scope, timeline, quality standards, and budget. The project manager shall also coordinate resources for the overall project team, including County and service provider resources.

Describe in detail the approach to project management. How will the service provider ensure the project is completed on time and within budget? Describe the tools and methods for communication, issue, and risk management, scope management, etc.

**10. Service Provider Qualifications**

The County’s objective in this request for proposal is to seek and retain a qualified service provider familiar with government projects similar in size and scope. Ideally, the service provider selected will have the following qualifications:

Qualities	Description
Data-Driven Decision Making	The service provider should prioritize data-driven decision-making and demonstrate the ability to use data to inform and guide their strategies and recommendations. The provider should be adept at analyzing data and translating it into actionable insights for the County team.
Collaboration	The County team is highly collaborative, and the service provider should possess strong collaboration skills. The service provider should be able to work effectively with a large cross-functional team, encouraging open communication and fostering a collaborative environment throughout the project.
Content Strategy Management	The service provider should demonstrate expertise in content strategy and the ability to effectively manage large volumes of content, data, and documents. The service provider should have a systematic approach to organizing and structuring content, ensuring its relevance, accuracy, and accessibility.
Customer Experience Focus	The service provider should have experience creating high-performing customer experience platforms that prioritize transactional task success. It should also be able to leverage best practices from the private sector, tailoring them to the County's specific needs and ensuring a seamless and efficient user experience.
Leadership and Guidance	Leadership is crucial, and the service provider should provide confident direction and guidance throughout the project. The service provider should take charge, navigate challenges, and address any internal misalignments effectively, ensuring a successful outcome.
Hands-On Approach	The service provider should be highly involved in the project, working closely with the client team. The service provider should actively contribute to the implementation, demonstrating a hands-on attitude and a collaborative mindset.
Effective Communication	The service provider should possess strong communication skills and be able to effectively communicate with multiple client teams. The service provider should have a comprehensive understanding of the technologies the service providers propose and be capable of engaging in detailed technical discussions while still being able to present concepts in a clear and understandable manner to executives and departmental staff.
Previous Experience	The service provider should provide examples of past and current performance on other contracts in terms of quality of services and compliance with performance schedules and standards for other municipalities that are similar in size and scope to the County.



**11. Security Requirements for Purchase Standard**

Below are Gwinnett County's current requirements related to infrastructure and information security. All service providers are required to comment on adherence to these requirements and call out specifically all exceptions or clarifications to that end. If no exceptions are stated, it is assumed that the service provider fully agrees to the provisions contained in the "Security Requirements for Purchase Standard" in its entirety.



Effective date: 4/19/2022  
 Document number: ITS-SST-006

## 1.0 PURPOSE

The purpose of this document is to define the standard strategy and requirements implemented by the Department of Information Technology Services (DoITS) for purchasing software and services for the County. Deviations from this document should be discussed with the Cybersecurity Division before moving forward with a purchase.

### Overview:

To protect the County’s technology infrastructure, the Department of Information Technology Services (DoITS) has implemented this Security Requirements for Purchase standard. Because a successful attack and access to such sensitive information data could be detrimental to County associates and put the County at high legal or financial risk, this standard has been implemented to ensure secure practices and requirements for purchasing software solutions, software services, and contract services for the County.

This document outlines the strategy for cloud-based services, on-premises services, and vendor contracts.

## 2.0 SCOPE

This standard applies to purchases of software, hardware, and services that:

- Connect to the County network
- Are installed on County-owned IT assets
- Store County-owned data

The standard applies to these assets, regardless of the amount of support provided by the Department of Information Technology Services (DoITS).

## 3.0 STANDARD

This standard is divided into sections. A single purchase may qualify for multiple sections. For example, a cloud service dealing with sensitive data needs to meet requirements under both sections: *3.1 Cloud Services* and *3.3 Contracts*.

Note that requirements that use the term *should* are more flexible and should be discussed with the Cybersecurity division before deviation. Requirements that use the term *must* are not considered optional.

### 3.1 Cloud services

1. All cloud services
  - a. Should utilize Active Directory for authentication and be compatible with the County's Multi-Factor Authentication (MFA) solution.
  - b. Should log detailed audit events and make these logs continuously available for ingestion by a security information and event management system (SIEM) without the need to manually download or transfer data.
  
2. Cloud-based services that store sensitive data as defined by Georgia law, data related to law enforcement investigations or court cases, data regulated by CJIS, HIPAA, or PCI *in addition to* the requirements established by those regulations and those stated above for all cloud services:
  - a. All County-owned data must be stored within the United States.
  - b. Vendors that are storing data must provide a SOC 2 Type 2 report with an Unqualified opinion.
  - c. Must comply with requirement 1a above relating to authentication.
  - d. Must comply with requirement 1b above relating to audit-event logging.

### 3.2 On-premise solutions (Windows)

1. All On-premise solutions
  - a. Must be capable of performing on systems with the County ITS-approved anti-virus solution with minimal exceptions. Heuristic scanning must be enabled.
  - b. Must be capable of performing on systems with the ITS-approved vulnerability scanning agent installed and configured for a weekly scan.
  - c. Must be architected in such a way that security updates can be applied while still meeting customer department expectations for availability.
  - d. Should log detailed audit events and make these logs continuously available for ingestion by a SIEM without the need to manually download or transfer data.
  - e. Internal applications should utilize Active Directory for authentication.
  - f. Public/Internet-facing applications must utilize Active Directory for authentication and be compatible with the County's Multi-Factor Authentication solution. This requirement is not intended to apply to logins by County residents.
  - g. Must be compatible with currently supported versions of Microsoft Windows Server, with a minimum version of n-1 from latest.

2. On-premises solutions that store sensitive data as defined by Georgia law, data related to law enforcement investigations or court cases, data regulated by CJIS, HIPAA, or PCI *in addition* to the requirements established by those regulations and those stated above:
  - a. Must comply with requirement 1d above relating to audit-event logging.
  - b. Must comply with requirement 1f above relating to Active Directory and MFA.
  - c. Should ideally be compatible with the County's data loss prevention solution to identify and classify data.
  - d. Must be compatible with the County's data encryption solution.

### 3.3 Contracts

1. All contracts should address the following points. Requirements must apply to Vendors and any Subcontractors.
  - a. Vendor must notify Gwinnett County within 24 hours in writing if they or a Subcontractor experience a security breach that involves:
    - i. County-owned data, accounts, or systems
    - ii. Systems that are compromised while they are connected to the County network, including over VPN, regardless of ownership
    - iii. Any other circumstance that can reasonably be expected to negatively impact the County's security posture
  - b. Vendor may not provide County-owned data to any third parties unless explicitly authorized. This includes network diagrams and system information.
  - c. Unless it would violate other legal requirements or is otherwise authorized, Vendor should delete County-owned data at the termination of the agreement.
  - d. Vendor must promptly report observed security vulnerabilities to the County IT department.
  - e. Vendor must perform background checks on any employees that access sensitive County data and must be willing to produce evidence as such if requested. Sensitive data refers to PII as defined by Georgia law, any data regulated by PCI, HIPAA, CJIS, or any other legal requirements.
  - f. Any required support from the Vendor should match the expectations placed on ITS. For example, applications that are expected to be available 24/7 should have 24/7 support.
2. Contracts that include services where the Vendor accesses County-owned systems including the VPN should address the following conditions:
  - a. Any changes to County-owned systems must be done in accordance with the DoITS change management policy.
  - b. Vendor must agree to turn over any relevant passwords on request. This requirement is for shared resources and accounts, and not individual users.

Examples: password-protected documents; administrator accounts not tied to a specific user or service accounts

- c. Vendor must agree to accept as-is all applicable County policies.
  - d. Any systems used to perform services for the County must run an operating system currently supported by the Vendor, have all security patches installed, and Windows systems must run anti-virus software.
  - e. Connections to the County VPN require the use of Multi-Factor Authentication.
  - f. The County provided VPN solution is the only approved method for remotely accessing the County network.
  - g. For personnel with access to County resources, the County should be notified in advance of employee terminations or reassignment so that access can be terminated. Notification must be made within 24 hours for unplanned changes.
  - h. Vendor must respond to requests by the County to validate user access lists within ten (10) business days.
  - i. Vendor must not transfer County data to non-County-owned systems unless authorized to do so as part of providing services. Data transferred must be protected according to industry best practices. At a minimum, this includes disk encryption on all portable systems that store County data.
  - j. Vendor personnel must not delete, disable, or bypass any encryption, anti-virus, or other security software installed on Gwinnett County systems without approval from the Security Operations team.
  - k. Vendor personnel must execute only applications that pertain to their specific contract work.
  - l. The County is not liable for any damages to the vendor computer equipment that may occur while installing or using software or hardware connected to any County systems.
  - m. Vendor personnel may not copy any data and/or software from any County resource for personal use.
  - n. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the Gwinnett County ITS Department.
3. Contracts that include services where the Vendor accesses sensitive data as defined by Georgia law, data related to law enforcement investigations or court cases, data regulated by CJIS, HIPAA, or PCI *in addition to* the requirements established by those regulations and those stated above:
    - a. May only be accessed by individuals in the United States.

## 4.0 ADDITIONAL REFERENCE AND GUIDANCE

Center for Internet Security (CIS) Controls

## 5.0 GOVERNANCE

This standard has been defined by the Chief Information Officer of Gwinnett County and the Department of Information Technology Services. The standard is effective immediately upon approval and remains in effect until superseded by another standard or revised as business needs dictate.

This document reflects the intent of the Department of Information Technology Services to implement appropriate security controls. The Department realizes that all controls may not be in place at the time of adoption but strives to bring all in-scope IT assets into compliance as resources permit. This standard must be considered for all new initiatives, and any intentional deviations require a documented exception approved by the Department Director.

### 5.1 Frequency of the standards review

This standard document and related documents are reviewed and updated (generally every two years) by the DoITS Management team as necessary to ensure that the standard continues to remain appropriate in the light of any relevant changes in technology and/or organizational policies.

## 6.0 TERMS AND DEFINITIONS

Glossary	
Term or Acronym	Definition
Active Directory (AD)	Directory service developed by Microsoft for Windows domain networks.
anti-virus (AV) software	Computer software used to prevent, detect, and remove malware.
audit log	Chronological record of security-relevant activities.
authentication	Act of proving the identity of a computer system user; for example, by entering a username and password.
change management process	A collective term for all approaches to prepare, support, and help individuals, teams, and organizations in making organizational change.
cloud computing	On-demand computing services, such as software development platforms, servers, storage, and software, over the internet, often referred to as the <i>cloud</i> .
Criminal Justice Information Services (CJIS) security policy	Federal mandate from the United States Federal Bureau of Investigation (FBI) that defines the minimum standard of security controls required for every individual with access to, or who would operate in support of, criminal justice services and information.
data loss prevention (DLP)	Software that detects potential data breaches/data ex-filtration transmissions and prevents them by monitoring, detecting, and blocking sensitive data while

Glossary	
Term or Acronym	Definition
	in use (endpoint actions), in motion (network traffic), and at rest (data storage).
encryption	The process of encoding data to prevent accurate interpretation by all but those for whom the data is intended.
Health Insurance Portability and Accountability Act (HIPAA)	Act that was created primarily to modernize the flow of healthcare information, stipulate how personally identifiable information maintained by the healthcare and healthcare insurance industries should be protected from fraud and theft, and address limitations on healthcare insurance coverage.
Multi-Factor Authentication (MFA)	An electronic authentication method in which a device user is granted access to a website or application only after successfully presenting two or more pieces of evidence (or factors) to an authentication mechanism.
Payment Card Industry Data Security Standard (PCI-DSS)	A cybersecurity security standard for organizations that handle branded credit cards from the major card schemes.
personally identifiable information (PII)	Any information about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date, and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
virtual private network (VPN)	Technology that extends a private network across a public network and enables users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network.
vulnerability	A weakness within a computer system that may be exploited by a threat source resulting in compromised system data or functionality.

VERSION AND APPROVAL HISTORY					
#	Reviewed by	Review Date	Approved By	Approval Date	Changes
1.0	Matthew Puckett, CISO / Deputy Director, Cybersecurity	11/4/2020	Dorothy Parks, CIO / Department Director of ITS	11/4/2020	Initial draft
1.1	Matthew Puckett, CISO / Deputy Director, Cybersecurity	4/19/2022	N/A	N/A	Minor edits

**12. Proposal Format and Content****12.1 Cover Letter**

A proposal cover letter should be provided presenting an Executive Summary of the service provider's proposal. Please limit the cover letter to two (2) pages.

**12.2 Part A – Ability to Meet Requirements**

The ability of the service provider to clearly demonstrate an understanding of the County's objectives and vision in the proposed solution and the ability to meet the County's requirements.

**12.3 Part B – Qualifications**

Experience and performance of the service provider and proposed personnel on applications similar or larger in size and complexity, including such factors as quality of work, control of cost and ability to meet time requirements. Experience and performance of the service provider and proposed personnel, subcontractors on applications similar or larger in size and complexity, including such factors as quality of work, control of cost and ability to meet the objectives of the project. Please include the following information in this section:

1. Service Provider Name
2. Headquarters address and telephone number.
3. Legal status (e.g., sole proprietorship, corporation, etc.)
4. Month, day, and year founded. Name of parent firm (if any) and name of affiliates or subsidiaries (if any) that may be involved in providing the services.
5. Provide a brief history, including how long the service provider has been in business under its present name, ownership, and structure.
6. List Governments/Agencies currently serving
7. Total number of technical personnel. List professional qualifications and specialized experience of team implementing solutions of similar scope and magnitude (e.g., specifically with respect to large organizations and government agencies).

**12.4 Part C – Implementation, Approach, Understanding**

The service provider's proposed approach for implementing services, including the implementation plan, project management methods, and training plan, clearly demonstrates the service provider's understanding of the objectives and requirements.

This evaluation specifically evaluates its overall strategy, methodology, and approach to meeting the County's vision and requirements.

**12.5 Part D – Meet Functionality Requirements**

Ability of the service provider to produce required deliverables as demonstrated by examples of previous works that meet the requirements of scope and service including the capacity to achieve the project goals, objectives, and vision.

**12.6 Part E – Timeline**

The timeline approach should explain how the service provider will complete the project while meeting quality standards, using a realistic estimate of time requirements.

**12.7 Part F – References**



Quality and Satisfaction with previous similar completed projects. The County requests a minimum of three (3) refernces of similar size and scope (preferably a mix of both private and public sector entities).

**12.8 Part G – Cost (to be submitted in a separate sealed envelope)**

The cost proposal should not be included in the technical portion of the submittal; it should be submitted in a separate sealed envelope. Provide the proposed cost for the technical services offered using the attached Proposal Fee Schedule.

**13. Selection Procedure**

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with those criteria's values weighted as shown.

Part	Criteria	Points
<b>Part I</b>		
A	Ability to Meet Requirements	10
B	Qualifications	10
C	Implementation, Approach, Understanding	25
D	Meet Functionality Requirements	30
E	Timeline	10
F	References	5
<b>Sub-Total</b>		<b>90</b>
<b>Part II</b>		
G	Cost (in a separate sealed envelope)	10
<b>Sub-Total</b>		<b>100</b>
<b>Part III</b>		
Optional Interview		10
<b>Total Points</b>		<b>110</b>

### Basis of Short-Listing / Selection

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

**Part II** – Service providers may be short-listed for further consideration. The Proposal Fee Schedules of the short-listed service providers from Part I will be opened, reviewed, and scored with the lowest cost receiving the most points and the other service providers receiving proportional points based on the differences in proposal costs.

**Part III** – At the County’s discretion or as deemed in the County’s best interest, service providers may be short-listed a second time for an interview. At this time, the County may request further information, explanations, clarifications, presentations, interviews, or meetings with some or all of the remaining service providers.

- If interviews are necessary for selection, details on the scoring criteria for interviews will be provided along with notification of the scheduled interview.
- All presentations/interviews will be the sole responsibility of the proposing companies and at no cost to the County.
- If an agreement with the highest-ranked service provider cannot be reached, the County may then negotiate with the second-ranked service provider and so on until a satisfactory agreement has been reached.

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

**PROPOSAL FEE SCHEDULE**

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

ITEM #	DESCRIPTION	COST
1.	<b>IT Service Management (ITSM):</b> Incident, Service Request, Change Management, Release Management, Problem Management, Self-Service, Knowledge Management, Chatbot, Configuration Management Database, Custom URL, Reporting (Ticket KPIs, Approvals, User Survey)	\$
2.	<b>Integration Platform as a Service (iPaaS):</b> Advanced Integration & Automation	\$
3.	<b>IT Asset Management (ITAM):</b> Hardware & Software Asset Management, Asset Discovery, SaaS Management	\$
4.	<b>Project Management &amp; Implementation:</b> Project Management and implementation services for ITSM, iPaaS, ITAM, and Admin training.	
<b>Total</b>		\$
Other Optional Features and Costs (please specify)		
5.		\$
6.		\$
7.		\$
8.		\$

Note: Other Optional Features are for informational purposes only and will not be used in cost evaluation.

Service Provider Name \_\_\_\_\_

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

Please include this page as part of the Technical Response document and **NOT** with the Pricing Response

**Service Provider Information**

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the Instructions for Vendors and all documents referred to therein, offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the pricing response. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Service providers should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the Instructions for Vendors.

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

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

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett County? Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

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

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

**REFERENCES**

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

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

- 1. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
- 2. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
- 3. Company Name \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

**Service Provider Name** \_\_\_\_\_

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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

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

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit.

European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.  
\*See above note regarding Professional Liability
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

GENERAL CONDITIONS  
To Service Provider AGREEMENT

Article

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



## 1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.
- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

## 2 CONTRACT DOCUMENTS

### 2.1 LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

### 2.2 CONFLICT AND PRECEDENCE

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

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

## 3 CHANGES AND EXTRA WORK

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

## 4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

## 5 ACCURACY OF WORK

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

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

#### 6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

#### 7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

#### 8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNETT COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

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

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

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

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

### 13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

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

### 14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

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

### 15 ASSIGNABILITY

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

### 16 EQUAL EMPLOYMENT OPPORTUNITY

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

### 17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby

promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

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

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

**SAMPLE  
RP038-24**

**Provision of a Comprehensive IT Service and Asset Management Software as a Service Solution**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, \_\_\_\_\_(Party of the Second Part, hereinafter called the "Service Provider").

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

**1. TERM:**

This contract shall commence \_\_\_\_\_ and be in effect for \_\_\_\_\_ consecutive calendar days.

**2. ATTACHMENTS:**

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

**3. PERFORMANCE:**

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

**4. PRICE:**

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed, which shall in no event exceed \$ \_\_\_\_\_. The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:**

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

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

**10. WAIVER:**

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

**11. SEVERABILITY:**

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

**12. GOVERNING LAW:**

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

**13. MERGER CLAUSE:**

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

[Signatures Next Page]



**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: \_\_\_\_\_

Nicole L. Hendrickson, Chairwoman  
Gwinnett County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Signature

Tina King, County Clerk  
Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Gwinnett County Staff Attorney

SERVICE PROVIDER:\_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)



**RP038-24 Provision of a Comprehensive IT Service and Asset Management Software as a Service Solution**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

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

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



### CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

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

1. \_\_\_\_\_  
Company Submitting Bid/Proposal

- 2. Please select one of the following:
  - No information to disclose (*complete only section 4 below*)
  - Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at [GwinnettCounty.com](http://GwinnettCounty.com)

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

## **RP038-24**

Buyer Initials: DG

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

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

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

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

SIGNATURE

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

**\*\*\*ATTENTION\*\*\***

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

**13.**

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

**I. PREPARATION OF SUBMITTAL**

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

**II. DELIVERY**

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

### III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

### IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

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

Georgia Sales Tax Division for additional information. Agreements where there is a cost-plus mark-up, mark-up will not be paid on taxes.

- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

**V. WITHDRAWAL DUE TO ERRORS**

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

**VI. TESTING AND INSPECTION**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

**VII. F.O.B. POINT**

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.



**VIII. PATENT INDEMNITY**

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

**X. DISCOUNTS**

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

**XI. AWARD**

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.

- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**XII. DELIVERY FAILURES**

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

**XIII. COUNTY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

**XIV. REJECTION OF SUBMITTALS**

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

**XV. CONTRACT**

Each submittal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the commodities or services described therein shall constitute a contract between the vendor and the County which shall bind the vendor on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

**XVI. NON-COLLUSION**

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

The County may terminate this agreement for cause upon ten days prior written notice to the vendor of the vendor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

**XIX. TERMINATION FOR CONVENIENCE**

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the vendor. In the event of the County's termination of this agreement for convenience, the vendor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the vendor, which shall itemize each element of performance.

**XX. SUBSTITUTIONS**

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

**XXI. INELIGIBLE VENDORS**

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

**XXII. PENDING LITIGATION**

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for

reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

**XXV. AMERICANS WITH DISABILITIES ACT**

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

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

**XXVII. TAX LIABILITY**

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

**XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the

contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia

manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. §36-84-1).**

### **XXXII. INDEMNIFICATION**

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

### **XXXIII. CODE OF ETHICS**

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

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

Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

**XXXIV. ELECTRONIC PAYMENT**

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

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

**DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.