
January 07, 2022

Addendum 1
RP010-22
Provision of Migration and Implementation Services for SharePoint Online

Please see the below summation of questions and answers for the above solicitation.

Questions

- Q1. Please Extend the due date period considering several resources are on holiday.
A1. The County is unable to extend the due date at this time.
- Q2. The proposal makes mention of a Sample Contract in several sections, yet there were none included in the documentation. Should the service provider include a Sample Contract with the response?
A2. Please see attached general conditions and sample contract.
- Q3. Is this engagement to be Time and Materials or Fixed Price?
A3. Fixed price.
- Q4. May exceptions be taken to the terms and conditions of the proposal?
A4. Exceptions to the County's standard contract language must be provided with the proposal response. The ability of the County to accept those edits will be included as part of the negotiation process, not after the contract is awarded.
- Q5. The request for proposal mentions three separate Bonds being required at the Time of Proposal submission? Is that accurate?
A5. Bonds are not required for this request for proposal.
- Q6. Does the County know the complexity of the InfoPath forms? (Simple, Medium, Complex)
A6. InfoPath forms are simple, no-code forms.
- Q7. Do the InfoPath forms have code behind them?
A7. The InfoPath forms do not contain code.
- Q8. Are InfoPath Forms intended to be migrated "as is" or converted to Power Apps?
A8. "As-is".
- Q9. Are InfoPath Forms tied to workflows? External Data sources?
A9. InfoPath forms are not connected to workflows or external data.
- Q10. Is there a need to look at a change/alteration of the information architecture during migration?
A10. All structure should be assessed and reviewed before migration.

- Q11. How many custom web service programs (wsp's) have been deployed at farm level? Please provide details on the elements that are included in the custom wsp that have been deployed
A11. There are only two wsp's deployed, Nintex and Infowise Smart Alert Pro.
- Q12. Are the Nintex workflows to be converted to Power Automate Flows or should they be migrated to Nintex WF for O365?
A12. Nintex workflows should be migrated to Nintex O365.
- Q13. Are the Nintex workflows to be converted to Power App or should they be migrated to Nintex Forms for O365?
A13. Nintex forms should be migrated to Nintex O365.
- Q14. Can the County provide details around the complexity of the Nintex WF and Nintex forms?
A14. While the majority of Nintex workflows and forms will be simple, there are approximately 5 each that may be "medium" difficulty.
- Q15. Are there any customizations outside of the standard SharePoint features? Any PowerShell/batch scripts ever run? 3rd party scripts etc.?
A15. The current SharePoint Server 2019 environment is out of the box (OOB), using the Modern Experience.
- Q16. Has SharePoint Designer been used to provide any functionality on the sites? If yes, can the County please let us know what functionality was provisioned using designer?
A16. SharePoint Designer has not been used in the current environment.
- Q17. Has the tenant already been setup and are any services being used today or should the tenant onboarding also be a part of the project?
A17. There is an existing tenant in use.
- Q18. What percentage of content is the County looking at migrating? Is there any stale data that will need not to be migrated?
A18. All data will be migrated.
- Q19. What are the file formats that reside in the existing system?
A19. Known files stored in SharePoint are typical MS Office, PDF, and some Visio files.
- Q20. Does the County have a need to look at information architecture?
A20. The architecture should be reviewed, and recommendations made to the County SharePoint Team for any improvements.
- Q21. Can the County provide details on the functionality that Infowise Solutions Smart Alert Pro is being used for? Is it integrating with any other LOB systems? Can the service provider evaluate using power platform to provide this functionality?
A21. Infowise Alerts are only used for SharePoint lists and libraries for notification purposes where conditions and custom alert templates are needed.
- Q22. Can the County provide more details on the two custom SPFx solutions that need to be deployed and tested?
A22. One solution uses Search functionality. The other pulls lists data. They have now been migrated and tested. No further review will be required going forward.

- Q23. Can the County provide details on the licenses that have been procured for the users? (E3/E5/...)
A23. Currently the County has E3 and is migrating to E5 in 2022.
- Q24. Can the County provide details on the 3rd party custom branding solution that is used?
A24. SharePoint MasterThemes is being used in the current environment. It will not move forward.
- Q25. Are InfoPath forms services being used?
A25. No.
- Q26. Is the Global Term store being used?
A26. Yes, for departmental information.
- Q27. Is the Content type hub being used?
A27. Not at this time.
- Q28. Are there custom content types being used?
A28. No.
- Q29. Since service providers are flattening out site architecture, is there an expectation to setup Hub site structure?
A29. That should be part of the recommendation after review.
- Q30. Are the pages on the site customized? if yes, can the County provide some details on the level of customization on them?
A30. Pages are not customized.
- Q31. What is the anticipated delivery date for the deliverables?
A31. Final delivery date should be within 20 weeks of start date with milestone delivery dates determined by the service provider, unless otherwise agreed upon in writing with the County.
- Q32. Is there any incumbent on this project?
A32. No.
- Q33. Is there any defined budget and project end date?
A33. There is approved funding for this project. The County expects each service provider to propose a competitive price. Award will be made to the highest scoring service provider.
- Q34. Can the work be performed remotely?
A34. During the initial phases of the project, the awarded service provider will be required to work at least 70% at Gwinnett County Justice and Administration Center/30% remotely, with the possibility of downscaling as the project progresses. Throughout the project, the service provider may also be asked to attend certain meetings in person. All other work may be done remotely as long as it is performed within the United States. No work is to be performed outside of the United States.
- Q35. Does the service provider need to provide resumes for whole team or only the key individual(s) involved in the project?
A35. The Service Provider should provide resumes for the key individuals who will be involved in the project.

- Q36. Do the Nintex Forms and Workflows use connectivity to external systems such as SQL Database?
- A36. Nintex uses SQL Server as part of its setup, configuration, and storage for SharePoint integration. There is no external integration outside of SharePoint.**
- Q37. Is the On-premise Active Directory synchronized with Azure Active directory?
- A37. Yes.**
- Q38. Are any customizations done to Search, User Profile or Managed Metadata service?
- A38. No.**
- Q39. Please confirm the primary work location for this Requirement. Also confirm if the selected service provider can perform the work in outside of the United States i.e., Canada, India etc.
- A39. No work may be performed outside of the United States. See A34.**
- Q40. Will the proposal scoring take credentials into account (Microsoft Gold and Silver Competencies, Microsoft SharePoint Certified Masters, etc.)? What specific Microsoft competencies is the County looking for in an implementation partner (e.g. Gold Competency in Collaboration and Content which is the SharePoint Competency)?
- A40. Scoring will be based on qualifications and experience. However, qualifications and certifications do not outweigh experience and proven successes on their own.**
- Q41. On a scale from 1 to 5 where 1 represents "None" and 5 represents "Expert", please indicate what M365/SharePoint Online skills the County currently has in house in terms of:
- a) Infrastructure, Administration and Maintenance
 - b) Information Architecture Design and Implementation
 - c) Content Owner/Authorship
 - d) PowerShell and C# Development
- A41. Without ranking, the County currently has multiple teams managing and supporting M365. The SharePoint team has two staff members and additional super users throughout various departments. As SharePoint Online is new to the County, there is room to learn and grow skills within the online environment.**
- Q42. If any service provider assisted with the development of this proposal or provided an initial evaluation, proof of concept, demonstration, pricing, or any other analysis related to this solicitation:
- a) Please provide the name of all service providers.
 - b) Are these service providers eligible to propose on this project?
- A42. This proposal was developed from the proposal of a prior SharePoint upgrade. Microsoft Professional Services and B2B Technologies provided migration information before knowing that a proposal would be required. They were not part of the proposal development. Additionally, neither company received any more information than has been provided within this proposal. They are eligible to propose on this project.**
- Q43. On a scale from 1 to 5 where 1 represents a service provider proximal to Georgia and 5 represents a service provider in another state such as California, what is the preference for service provider proximity for this project? In other words, please rate the preference for local service providers.
- A43. For this project, there is no requirement for service provider proximity as long as all work is done within the United States and remote work guidelines are followed. See A34.**

Q44. Will the County staff be responsible for remediating any issues encountered with the two custom SPFx webparts (e.g., updating them to the latest version of the SPFx framework)?

A44. Yes. County staff is responsible for the custom SPFx. See A22.

Q45. Are there any integrations to and/or from systems that are external to SharePoint that need to be considered as part of the migration to SharePoint Online? If so, please provide details.

A45. No.

Q46. Regarding the workflows that need to be migrated:

- a) Were they all developed using Nintex or were other tools used (e.g. SharePoint Designer or Visual Studio)?
- b) Does the County anticipate that the Nintex forms and workflows will operate *as-is* in SharePoint Online (i.e. Nintex on-prem and online versions are not 100% equivalent)?
- c) Will remediation of issues with forms or workflows, as applicable, be addressed by County staff or should the service provider include a block of hours to assist with the remediation of any issues?
- d) Given the unknowns related to whether or not the forms and workflows will operate *as-is* in SharePoint Online, is it acceptable to include time for the analysis, strategy, and estimates for this task versus the actual migration?
- e) Will all running workflows be complete at the time of the migration?
- f) It may not be possible to migrate all workflow histories; is this a concern?

A46. All workflows were developed with Nintex. County staff assumes responsibility for remediation. If additional help is requested, it will be for additional an cost.

Q47. Which service applications are installed/configured and *in use* in the current implementation?

A47. The following are installed/configured (*In Use* items are noted):

- **App Management**
- **App Discovery and Load Balancer – In Use**
- **BDC**
- **Manage Metadata – In Use**
- **Search – In Use**
- **Security Token – In Use**
- **State**
- **Subscription Settings**
- **Usage and Health – In Use**
- **User Profile – In Use**
- **Visio – In Use**

Q48. Are there any errors being logged or issues with the health of the farm or any of the content databases?

A48. Minimal errors are being logged for a distributed cache error and an orphaned app.

Q49. To confirm, is the total amount of content to be migrated approximately 400GB?

A49. Yes.

Q50. To confirm, is the total number of Site Collections that need to be migrated 19?

A50. Yes.

- Q51. Regarding the requirement stated as “the architectural design goal for the migration online will consist of flattening some subsites from their current site collection”:
- a) Does “flattened” mean converted from the Classic to the Modern Experience in this context?
 - b) Approximately how many sites/subsites need to be converted from the Classic to the Modern Experience?
- A51. Sites are currently using the Modern Experience. “Flattened” is Microsoft’s current architectural recommendation to easily manage site navigational structure, etc.**
- Q52. Does each Business Unit have its own Site Collection?
- A52. Most business units have their own site collection, but not all.**
- Q53. How many Business Units will use the resulting solution?
- A53. There will be a minimum of 24 business units, with the potential for more depending on service provider recommendation and management approval.**
- Q54. Please provide additional details and use cases for current use of Infowise Solutions Smart Alert Pro alerts including the following:
- a) What types of alerts are being logged (e.g. Safety alerts)?
 - b) How are alerts rendered/displayed (e.g. as a banner at the top of the homepage or all pages, via email, etc.)?
- A54. The County will take responsibility for the redevelopment of the this product.**
- Q55. If the migration of OneDrive content in scope for this solicitation:
- a) How many OneDrive users have content that needs to be migrated?
 - b) What is the total size of the OneDrive content that needs to be migrated?
- A55. OneDrive is not in the scope of this project.**
- Q56. On a scale from 1 to 5 were 1 represents no Taxonomy and 5 represents a comprehensive Taxonomy including the Content Types and Term-Sets to fully support search, workflow, document management, etc., how would the County rank the existing Taxonomy?
- A56. While not ranking, the County will be responsible for any Term-Sets.**
- Q57. Does the current solution use the Modern Experience (<https://docs.microsoft.com/en-us/sharepoint/guide-to-sharepoint-modern-experience>) and if not, does the County desire to move to the Modern Experience as part of the migration?
- A57. The County currently uses the Modern Experience.**
- Q58. Regarding the requirement stated as “Review setup and configuration of the online App Store”; by App Store does the County mean the App Catalog?
- A58. Yes.**
- Q59. Can the service provider assume that the requirement stated as “Establish new SharePoint Online Production environments **using the VM servers provided by the County**” was included by accident (i.e., Microsoft provides the VM servers for SharePoint Online)?
- A59. Yes. Page 2, Section III, 3:
DELETE: Establish new SharePoint Online Production environments using the VM servers provided by Gwinnett County.
CHANGE TO: Establish new SharePoint Online Production environments.**

Q60. If selected to participate in an interview, can the interview be conducted remotely using Microsoft Teams?

A60. Yes.

Q61. Regarding submission documents requiring notarization, due to the cost and effort involved, will a "wet signature" by an Authorized Signatory of the Corporation accompanied by the Corporate Seal suffice in lieu of a notarized document for the initial submission, with the understanding that the notarized form will be required/supplied upon service provider shortlist or award?

A61. The County will accept an electronic signature through DocuSign or a similar program. Proposers submitting electronically signed documents must also submit a letter on company letterhead stating that, due to COVID-19, original signatures/notary cannot be provided.

Q62. Can respondents submit proposals electronically via email in lieu of hard-copy proposals?

A62. No. Proposals should be returned as outlined in the request for proposal.

Q63. Is this request for proposal solely focused on Production? Does this request include migrating UAT and Prod?

A63. This project's only focus is to migrate our Production environment.

Q64. In requirements #7 and #4 of the request for proposal, please note that InfoPath and Nintex workflows are 3rd party products. If those workflows are not moved to Microsoft PowerApps, then those products would need to be supported through their providers. Will this fact be considered a compliant response?

A64. Any licensing or subscription needed by any third-party service provider will be acquired by the County.

Q65. How is the County planning on supporting user transition to the new platform?

A65. This determination will be made after award with the awarded service provider. See request for proposal Section III 2d.

Q66. Are there external users (users that do not have an Office 365 license provided by the County) must be accounted for?

A66. This is not part of the scope and will be addressed internally by the County.

Q67. Is there any planning for disaster recovery for SharePoint Online required?

A67. No disaster recovery planning is required for this project.

Q68. Clarification on the sizing. Is there 400 GB total or 400 GB for each of the 19 site collections making it 7,600 GB?

A68. Approximately 400 GB total with all site collections.

Q69. How is the existing branding solution deployed?

A69. The existing branding solution uses and SPFx application. It will not move to SPO.

Q70. How many applications are in the environment that will need to be moved/redeveloped outside the two that are tested?

A70. None that is a part of this project's scope.

Q71. Is the destination SharePoint Online in Office 365 or a private cloud like Azure or AWS?

A71. M365.

- Q72. Are any of the InfoPath forms deployed administratively or through a solution?
A72. No.
- Q73. Does the existing Nintex Solution utilize Nintex Live?
A73. No.
- Q74. Is the Power Platform an option for these legacy applications? (License implications)
A74. No.
- Q75. Do any of the existing applications utilize databases outside of SharePoint?
A75. No.
- Q76. Has the County already procured Nintex and InfoWise licensing for Office 365? If not, is it expected by the awarded service provider to procure the licenses?
A76. The County is currently working with existing service providers to procure the licensing/subscriptions.
- Q77. Is there specific type of training materials or LMS system required to be utilized?
A77. No. Type of training will be discussed between the County and the awarded service provider.
- Q78. Would the successful service provider or the County be responsible for providing hardware for any migration software or licenses only?
A78. In previous projects, the County has worked with the service provider to procure software licenses but paid by the County. This can be discussed with the awarded service provider after award.
- Q79. External/public access to content – Has the County enabled public/anonymous access to the current 2019 Farm?
A79. No.
- Q80. Project Scope/Deliverables #4 – Do any of the existing workflows/forms connect to other resources inside or outside of the GC domain? Examples SalesForce, SQL Server other accounting platforms or hosted/SAS solutions etc.?
A80. No.
- Q81. Project Scope/Deliverables #4 – Has the County reviewed compatibility of their existing workflow and forms implementation and how they would perform on M365?
A81. The County will be relying on the awarded service provider to help us identify any compatibility issues and provide guidance for mitigation.
- Q82. Project Scope/Deliverables #12 – Is the County anticipating that the service provider will provide the migration tool or would that cost be included in the proposal response as a separate line item?
A82. Since service providers will choose different methodologies for the migration, a migration tool has not been included in the scope. If using such a tool, please include this as a separate line item in the cost proposal.
- Q83. Has the County already considered a solution to backup the content post migration?
A83. Yes. This is handled under a different contract and is not part of this solicitation.

Q84. Has the County already setup an Office 365 tenant? If so, have on premise Active Directory users already been sync'd up to Azure Active Directory (AAD)?

A84. Yes.

Q85. Since Microsoft has deprecated InfoPath and currently state that support will end in 2023/26, can the County describe the ~10 InfoPath forms in more detail?

a) Are they used in workflows? If so, how many steps/tasks?

b) Do they have complex field lookups?

c) Is the County's long-term direction Power Automate or Nintex Forms?

d) If the InfoPath forms need to be rebuilt, can the County give an exact number of forms?

A85. The remaining InfoPath forms have no complexity and are not attached to workflows. These Forms will be transitioned to Nintex forms. At this time, the County cannot provide the exact number of forms. The awarded service provider will be responsible for ensuring the migration of no more than 10 forms.

Q86. The scope provided states that there are approximately 400 Infowise alerts. Are these alerts only? Or does the migration include InfoWise Actions, Item IDs, Export, Print and/or Import? If more than alerts, please list the additional functionality.

A86. See A54.

Q87. Are any InfoWise forms currently in use? If so, how many Classic forms and how many Modern forms?

A87. No, the County does not use Infowise forms.

Q88. Have the 3rd party tools that require migration already been assessed?

A88. Yes.

Q89. Does the County have any custom components or applications that need to be migrated apart from what was mentioned?

A89. No.

Q90. What is the expectation from online App Store?

A90. The App Catalog is now functional. There is no further expectation.

Q91. Does the County need Use Case documentation (System testing, UAT Test Cases)?

A91. The County will be responsible for testing but ask the service provider for guidance with the development of use case documentation.

Q92. Does the County need Pre-Migration report and Post migration validation document?

A92. Yes. The County will need documentation showing successful migration.

Q93. Do you give preference to local vendors?

A93. See A43.

Attachments

- General conditions
- Sample contract

RP008-22
Addendum 1
Page 10

Acknowledge receipt of this addendum on Page 5 of the proposal document.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dana Garland". The signature is fluid and cursive, with the first name "Dana" being more prominent than the last name "Garland".

Dana Garland, CPPB, NIGP-CPP
Purchasing

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
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- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

1 DEFINITIONS

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

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

- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

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

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

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

7 TERMINATION OF AGREEMENT FOR CAUSE

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

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

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

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

11 COVENANT AGAINST CONTINGENT FEES

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

12 INSURANCE

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

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

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

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

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

13 PROHIBITED INTERESTS

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

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

14 SUBCONTRACTING

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

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

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

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

binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

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

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

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

**"SAMPLE"
ONE TIME
SERVICE PROVIDER CONTRACT**

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

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

1. TERM:

This contract shall commence upon award.

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]

GWINNETT COUNTY, GEORGIA

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

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)