



July 18, 2023

**REQUEST FOR PROPOSAL
RP018-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Service Providers for the **Provision of Program Management Services for Oracle Fusion Enterprise Resource Planning, Utility Billing, and Third-Party Implementation & Integration** for the County Administration Department.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Service Provider Name. Proposals will be received until **2:50 P.M. local time on August 23, 2023**, 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 Service Providers will be read at 3:00 P.M. A list of Service Providers submitting proposals will be available the following business day on our website www.gwinnettcountry.com.

A WebEx pre-proposal conference is scheduled for **10:00 A.M. local time on August 3, 2023**. To access, dial 408-418-9388, enter Access Code 23439069079##. All Service Providers are urged to attend. Questions regarding proposals should be directed to Dana Garland, CPPB at dana.garland@gwinnettcountry.com or by calling 770-822-8723 no later than **3:00 p.m. on August 4, 2023**. Proposals are legal and binding upon the vendor when submitted. **One unbound single sided original, four (4) bound copies, and one (1) electronic copy on a flash drive should be submitted.**

Successful Service Providers 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 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**



Gwinnett County, GA

**Request for Proposal
For
Provision of Program Management Services for Oracle
Fusion Enterprise Resource Planning, Utility Billing, and
Third-Party Implementation & Integration
RP018-23**

Closing Date: July 23, 2023, 2:50pm

Table of Contents

1.0 Introduction4

1.1 Overview..... 4

1.2 Definitions 5

1.3 County Background..... 6

1.4 Current Application Environment..... 8

1.5 Technical Environment..... 11

2.0 Proposal Evaluation and Selection Procedures.....11

3.0 Proposal Response Requirements.....12

3.1 Part 1 Tab A - Consulting Service Provider Experience and Qualifications – 30 Points 13

3.2 Part 1 Tab B – Personnel & Dedicated Staffing – 10 Points..... 14

3.3 Part 1 Tab C - Project Management Approach– 35 Points..... 15

3.4 Part 1 Tab D – References – 15 Points 16

3.5 Part 2 - Cost Proposal – 10 Points 16

4.0 Proposal Forms, Contract Terms, and Terms and Conditions16

4.1 Service Provider Information Form..... 17

4.2 Proposal Fee Schedule..... 18

4.3 County Reference Form..... 19

4.4 ITS-SST-006 Security Requirements for Purchases Standard 22

4.5 Contract Terms & Conditions 28

4.6 Non-Collusion Affidavit..... 38

4.7 Code of Ethics Affidavit..... 39

4.8 Service Provider Affidavit and Agreement 40

4.9 Insurance Requirements 41

4.10 No Bid Form..... 44

4.11 General Instructions for Vendors, Terms and Conditions 45

1.0 Introduction

1.1 Overview

Gwinnett County Board of Commissioners is seeking competitive proposals from qualified program management Service Providers who can oversee the implementation and integration of Oracle Fusion Cloud Enterprise Resource Planning (ERP), a Utility Billing (UB) software solution, and other third-party solutions. The goal is to transition from an on-premise SAP software system (including ISU, CRM, SRM, BW, and ERP modules) to the cloud applications listed below. The chosen Service Provider will be responsible for project planning, monitoring, executing, and closing as well as go-live assistance, change management, risk management, contract management, process improvements, and post implementation support activities related to the transition. The following **Oracle Fusion Cloud** components are in scope:

- Enterprise Resource Planning
- Procurement
- WebCenter Forms Recognition
- Supply Chain Executive
- Human Capital Management
- Payroll
- Human Resources Help Desk
- Policy Automation for Workers
- Workforce Health and Safety Incidents
- Talent Management and Workforce Compensation
- Learning
- Time and Labor
- Digital Assistant
- Enterprise Performance Management

The County has also purchased the following environments:

- 4 Test Environments for Oracle Fusion Cloud Service
- 6 Environments for Oracle Enterprise Performance Management Cloud Service

The County is currently in the request for proposal scoring phase for a new **Utility Billing solution** with the following components:

- Software Scope:
 - Account Management (CRM)
 - Customer Portal
 - Billing
 - Delinquency
 - Device Management
 - Payment Processing
 - Rates
 - Reporting & Analytics
 - Service & Work Orders
- Services:
 - Project Management
 - Software Installation
 - Data Conversion
 - Report Development
 - Integration and Interface Development

- Software Modifications
- Implementation and Training Services
- Change Management
- Knowledge Transfer to Staff
- System Documentation Development
- Operational Redesign Assistance
- Ongoing Support and Maintenance Services
- On-Going Hosting Services

Additionally, the County is in the request for proposal scoring phase for a certified Oracle Fusion implementer and will also procure software and implementation services from the following third-party Service Provider to be integrated with the future Oracle Fusion system.

- **ADP SmartCompliance tax filing and compliance**
- **Emphasys (SymPro) debt and investment management**

To successfully execute this advanced project, the County requires the services of a highly rated Service Provider who can offer comprehensive program management and implementation support. This Service Provider will serve as the primary program manager and collaborate with a management team made up of County personnel, Oracle, the Oracle Fusion ERP system integrator, utility billing provider, ADP, and Sympro resources. The Service Provider will align the implementation tasks with the implementors' schedule and supervise activities to ensure the County's objectives are achieved in the best possible manner with quality control and assurance.

1.2 Definitions

The following definitions are used in the proposal:

- **Business Function** means business functional areas like finance, budget, procurement, human resources, and payroll.
- **County or County** means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- **Completion** means fulfillment of all the Service Provider's obligations under the Contract.
- **Implementer or Integrator** means the chosen vendors to implement the cloud ERP solution and third-party solutions.
- **Pricing Form** means the attachment which Proposers should use to submit its cost proposal. The pricing form should include all costs to satisfy the requirements documented in this request for proposal.
- **Request for Proposal (RFP)** means this document and all attachments including any addenda released.
- **Requirements** means that part of the proposal document containing written directions and requirements for completing the work. Standards, or portions thereof, cited in the requirements by reference shall have the same effect as if included in the proposal document in their entirety.
- **Service Provider or Proposer** means a Service Provider, company, or organization submitting a proposal in response to this proposal.
- **Successful Service Provider or Successful Proposer** means the Service Provider, company, or organization selected as the entity to perform the anticipated services, subject to the completion of contract negotiations and execution of a written contract.
- **System or Solution** means the fully installed, configured, and implemented software application(s), including any third-party software, necessary to meet the County's requirements and defined work.
- **Third (3rd) Party Interface** is an interface desired with an outside third 3rd party.

1.3 County Background

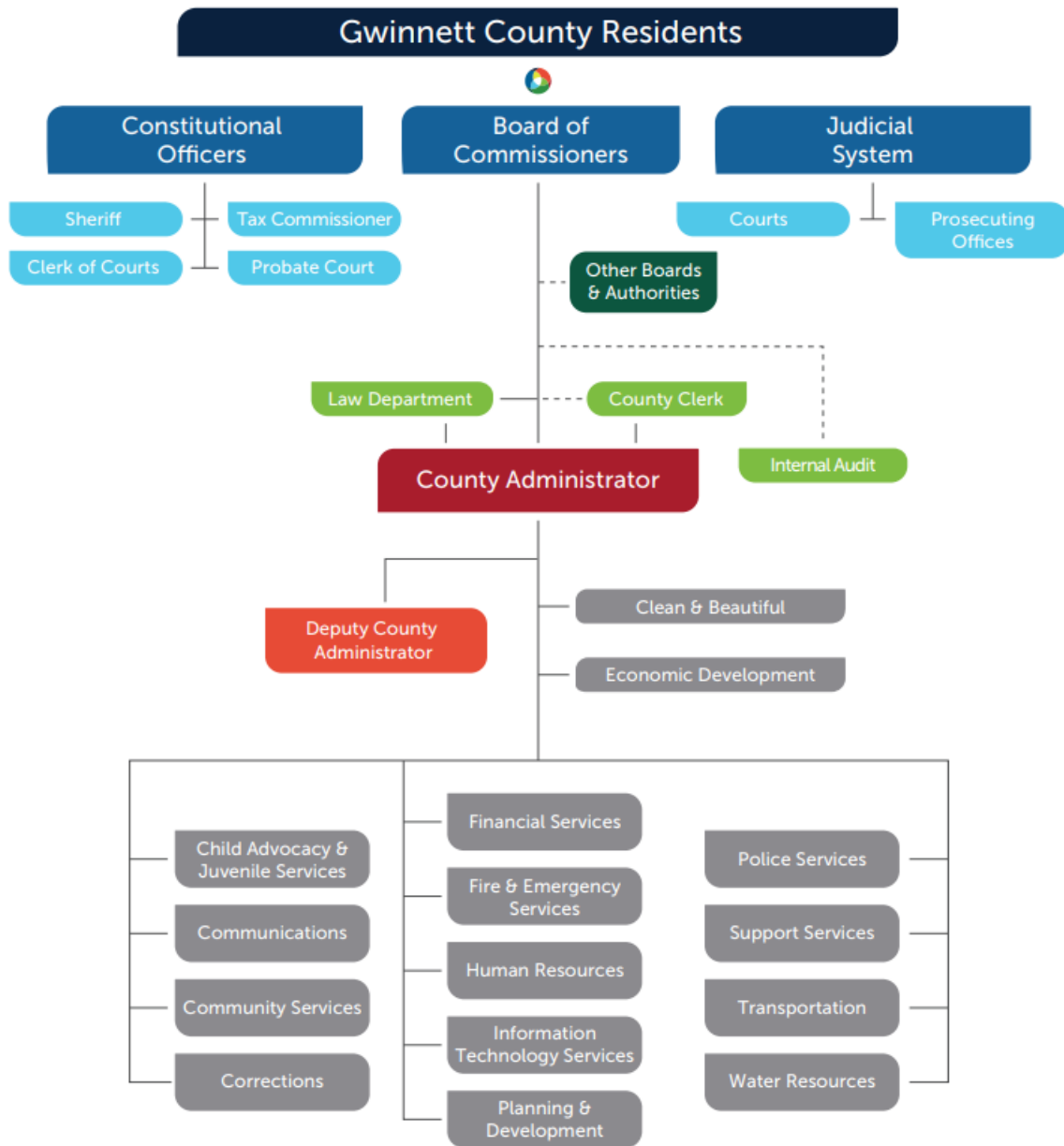
Gwinnett County is the second most populous county in the State of Georgia and is located approximately 30 miles northeast of Atlanta and has an estimated population of 981,072 for 2022. Currently, the County has a total of 6,121 authorized positions, including appointed and elected officials.

The governing authority of the County consists of a five-person Board of Commissioners, including a full-time Chairwoman elected at large and four Commissioners elected on a district basis. The Board of Commissioners appoints the County Administrator to implement the Board's directives, and the County Administrator uses a management team consisting of members of his immediate staff and 14 department directors. The 14 departments that make up the executive side of the County government are Child Advocacy and Juvenile Services, Communications, Community Services, Corrections, Financial Services, Fire and Emergency Services, Human Resources, Information Technology Services, Law, Planning and Development, Police Services, Support Services, Transportation, and Water Resources.

In addition to the 14 departments, certain services are provided to citizens through constitutional officers and independent elected officials. The elected officials include the Chief Magistrate, Clerk of Court, District Attorney, Probate Court Judge, Sheriff, Solicitor, State Court Judges, Superior Court Judges, and Tax Commissioner. The judicially appointed officials include Juvenile Court Judges, Recorder's Court Judges, Clerk of Recorder's Court, and Court Administrator. The County government provides a wide array of services to its citizens, including "traditional" county government functions such as construction and maintenance of roads and court-related activities, as well as municipal functions such as police, fire, recreation, emergency services, and water and sewage.

The following County-wide organization chart shows all that will be involved in the project.

GWINNETT COUNTY ORGANIZATIONAL CHART



1.4 Current Application Environment

*Legend for Current Applications		
Legend Code		Description
R	Replacement	The County is intending on replacing this application with the selected solution.
C	Consider	The County is considering replacing this application with the selected solution, based on the strength of the finalist Service Provider offering and cost/benefit of the replacement module.
M	Maintain	The County is intending on retaining the application, not replacing it thru this effort.
I	Interface	The County is intending on keeping the application and interfacing/integrating it with the selected solution.

Current Application	Application Notes/Description	Migration Plan
Accela	Planning, permitting, inspection, and code enforcement applications	I
Account Validation API	Bank account validation services with Wells Fargo to minimize fraud	I
Adobe Interactive Forms	Uses PDF and Adobe Software that has been integrated into the current SAP to create interactive forms	R
ADP SmartCompliance	Tax filing and compliance	I
ArchLogix	Meter reading service orders field workorders	R
AssetWorks	Fleet management	I
Attunity Gold County	Software that moves configuration, master data, and subsets of transactional data into SAP from testing environments	R
Bank of America - Works	Purchasing card processing	I
Beacon	Smart Meter data management system	I
Benefit Providers	Employee demographics and benefit election info. There are currently ~30 providers	R
BSI	Payroll and other tax updates	R
CJIS	Software that moves data from one or more criminal justice applications	M
CIP Tracker	Construction management solution	I
Corporater	Business intelligence (BI) and management platform for planning, performance, compliance, governance, and reporting business functions	C

Current Application	Application Notes/Description	Migration Plan
Crystal Reports	SAP intelligence tool for reporting	R
DataMatic' SPMR	3 rd party reads meters from smart phone and uploads to billing software	I
DigiTech	Third-party ambulance billing	I
DocuSign	Electronic signature system going to be implemented shortly	I
eBuilder	Construction management software	I
Elavon	Credit card processing	M
ESRI -GIS	GIS Map and layers	I
FileNet	Invoice processing	I
Five9 IVA	Virtual assistant technology for customer payments, account information, and call routing. System to support additional channels such as autodialer and SMS.	I
Fivepoint	State Court online payments	I
Gwinnett County Website	Water resources and other online bill pay functionality, unclaimed funds search, charitable donations	I
Humana	Software for virtual training	C
iNovah	Cashiering system primarily for water, sewer, & solid waste payments	I
JCATS Defender	Indigent defense payments	I
Lease Query	Lease management system	M
Liferay	Platform used to build custom portals, intranets, and websites	C
Lucity	Enterprise asset and maintenance management system	I
IBM Maximo	Enterprise asset management software	M/I
Nakisa	To be implemented for succession planning	I
NeoGov	NeoGov Insight and Onboarding recruiting and applicant tracking	I
Network G: drive	Purchasing files, agenda packages, PO attachments	R
OrgPlus Enterprise	Organization chart software that integrates with SAP, as well as position control	R
Penn Credit	DWR Collection Agency	I
Provision of Public Safety Information Technology (IT) Solution	Comprehensive Public Safety Solution that supports the current CAD/RMS systems and is used for some financial and HCM transactions	I
REI	Grants management solution	I

Current Application	Application Notes/Description	Migration Plan
Riskconnect	Claims Administration Solution	I
SAP	SAP serves as the Counties core ERP system with various modules. These modules include – BEx, Business Objects, BO BI Platform, BSI, BW, Central Billing, CRM, CRM Revenue License, ECC, ESS, FI, GUI, HCM, ISU, MM, NetWeaver Portal, PY, Redwood Scheduler, SEM/BPS, Solution Manager, SRM, and WM	R
SAP – CRM (v7.0)	*SAP – customer relationship management module will be maintained until a future software replacement for CRM is initiated	R
SAP – ISU	Primary utility billing module for all billing functions, lien processing and meter reading data	R
Shelter Buddy	Animal welfare system tracks animal management and adoption payments in this system. In the current environment this system is not integrated to SAP but instead revenue is recorded in SAP as a cash journal.	I
SmartyStreets	Address verification for USPS and international addresses	I
SymPro	Debt and investment management	I
Telestaff	Fire and EMS	I
Tiburon	Third-Party alarm billing. Police is in the process of moving to Tiburon to manage their alarm billing	I
TIN Check	Tax ID Verification	I
Trimble	Work order software	R
Unisys	Inhouse mass mail uploader with payment and account information	I
uPerform	Application to create training and simulation content	I
Wdesk	Budget document and CAFR prep	R
Wells Fargo	ACH, lockbox and eBox payments	I
Western Union	Payments made at Western Union	I

1.5 Technical Environment

The County has established technology standards and would prefer to adhere to them as part of the implementation of the software, where applicable for a private or public Service Provider hosted/Cloud solution.

The current Gwinnett County requirements related to infrastructure and information security can be found in **Section 4 - Security Requirements for Purchases** of this Request for Proposal. All Service Providers are required to comment on their adherence to those requirements and callout specifically any, and all exceptions or clarifications.

2.0 Proposal Evaluation and Selection Procedures

It is the intent of the County, through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the Agreement resulting from this request for proposal. Before submitting a proposal, the Service Providers shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the proposal and shall be made a part of the contract. It shall be the Service Provider’s responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. The terms of the proposal and the selected Service Provider’s proposal and any additional documentation (e.g., questions and answers) provided by the Service Provider during the solicitation process will be integrated into the final contract for services entered between the County and the selected Service Provider.

Each Service Provider, by making a proposal, represents that this document has been read and is fully understood. The proposal should be signed in ink or through DocuSign or a similar program by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal. All manual signatures should have the name typed directly under the line of the signature.

Responses to this proposal document will be evaluated by a selection committee consisting of various process owners within the County. At any point in time during all rounds of the evaluation, a Proposer may be excluded from further consideration.

The County will be using the following process to reach a finalist decision:

Tab	Criteria	Points
Part I		
A	Consulting Service Provider Experience and Qualifications - Service Provider’s past program management experience in implementation of Oracle Fusion and UB solutions and engagements of like size and public sector complexity. This should also include Service Provider overview, financial capability, prior experience, and Service Provider contract terms.	30
B	Personnel & Dedicated Staffing - Personnel qualifications, including profiles, bios and resumes for all personnel that will be working on the project should the Service Provider be chosen.	10

Tab	Criteria	Points
C	Program Management Approach - This will include the project plan with schedule and staffing plan and will reflect key information relative to the planning, analyzing, configuring, testing, training, deploying, and optimizing for the implementation of the new systems and further define County and Service Provider contracted roles & responsibilities and contingencies for key project activities.	35
D	References - Service Provider should provide at least three (3) past references from public sector municipalities that are similar in size and complexity to the County.	15
Part 2		
Cost Proposal		10
Sub-Total		100
Part 3		
Optional Interview		10
Total Points		110

Part I Evaluation: The above categories of criteria will be used to evaluate the proposals based on their relative responsiveness and will be scored based on the point values as shown in the table above. Please note that references, and subsequent reference checks, are a required component of Part I scoring.

Part II Evaluation: Service Providers may be short-listed for further consideration. The Cost Proposal 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 Evaluation: At the County’s discretion, or as deemed in the County’s best interest, Service Providers may be short-listed again for an interview. At this time, the County may request further information, explanations, clarifications, presentations, interviews, or meetings with some or all the remaining Service Providers. All presentations/interviews will be the sole responsibility of the proposing Service Providers and at no cost to the County.

If interviews are necessary, details on the scoring criteria for interviews will be provided along with notification of the scheduled interview.

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.

3.0 Proposal Response Requirements

To facilitate the analysis of responses to this request for proposal, the Service Provider should prepare their proposals in accordance with the instructions outlined in this section. Service Providers should respond in full to all sections and follow the proposal format (section numbering, etc.) in the response. **Service Providers should not submit website links in lieu of written responses.** To ensure the County’s ability to evaluate and choose a successful Service Provider for this project, Service Providers are encouraged to be responsive to the specific range of information requested in this

solicitation. Submission of excessive boilerplate information, including sales brochures, is discouraged.

3.1 Part 1 Tab A - Consulting Service Provider Experience and Qualifications – 30 Points

The response to the request for proposal should include the following regarding the Service Provider profile:

Cover Letter and Executive Summary

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

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

Service Provider Overview

Identify the scope of operations and general data regarding the Service Provider below. Also note any special expertise, assessments and/or certifications that would enhance the Service Provider's qualifications.

1. Business Organization – the type of business the Service Provider is registered as (i.e., LLC, Chapter S Corporation, etc.)
2. Length of time in business – include the date the business started and any name changes, mergers and acquisitions that have taken place since inception.
3. Locations – list headquarters and location information including numbers of employees at each location.
4. Customer base – the total number of Oracle Fusion and UB engagements and customers to date and number currently active on open projects broken down by state and jurisdictions. Separately note public sector Oracle Fusion customers.
5. For any subcontractor included in the response, Service Providers must provide a description of the role and level of involvement proposed for the subcontractor, as well as the subcontractor's prior experience and other qualifications to provide specified services.
6. Other key differentiators and justifications as to why the Service Provider is the most qualified to provide the services requested in this request for proposal.

Contract terms and conditions – The ability of the County to accept what the Service Provider cannot agree to in Section 4.5 will be included as part of the proposal evaluation and included in this section's scoring.

Financial Capability

1. Describe the Service Provider's financial stability and economic capability to perform the contract requirements.
2. Provide the Service Provider's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the Service Provider's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If the Service Provider is a publicly-traded company, please provide a link to the financial records on the Service Provider's website in lieu of providing hard copies.
3. Does the Service Provider anticipate any changes in ownership or structure that may occur during the proposal evaluation process? Include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Service Provider or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Service Provider or its insurers within the last five years.

Prior Experience

Include qualifications and recent experience in managing large, complex, multi-year ERP and UB implementation projects transitioning from on-premises to cloud environments. The experience shown should be work done by individuals who will be assigned to this project as well as that of the Service Provider. The Service Provider should provide a detailed narrative for each project that includes the following:

1. Project Name
2. Municipality Name and contact information, including phone, email, and address
3. Scope and Size of Project, including the Oracle Fusion & UB modules deployed, the total number of people on each project team, and the total number of end users
4. Project Start and End Dates and if the project stayed on track to go live at the intended time with the intended budget
5. Explain any issues encountered on these projects and how these issues were resolved

3.2 Part 1 Tab B – Personnel & Dedicated Staffing – 10 Points

The response to the request for proposal should include the following regarding the Service Provider profile:

Personnel & Dedicated Staffing

1. Include profiles, bios, and resumes for all personnel that will be working on the project should the Service Provider be chosen.
2. Projected amount of time all personnel will dedicate to the project (full-time and part-time).
3. Indicate the responsibilities everyone will have in this project and how long each has been the Service Provider.
4. Detail the criteria for hiring employees and/or contractors and what quality assurance processes are in place to ensure the ongoing qualifications and professionalism of the team members.
5. Statement on how the Service Provider's staff plan to communicate and engage throughout the project (i.e., web conferencing hosted by Service Provider, WebEx, Teams, etc.).

3.3 Part 1 Tab C - Project Management Approach– 35 Points

Work Plan

Describe in a narrative form the Service Provider’s plan for accomplishing the work using the following responsibilities and tasks as a reference point. The plan should reflect a comprehensive and managed set of tasks, action items, timelines, tools, and templates. Include an audit trail with a plan that compares actual performance with planned milestones. Be sure to fully describe how each proposed resource will be used over the course of the project, including the estimated number of hours. An activity-level project plan created in Microsoft Project or similar should also be included.

Service Provider Tasks and Responsibilities (included but not limited to):

Please explain the Service Provider’s approach to the following:

1. **Project staffing** - Define who and what departments are responsible for tasks integral to the project to ensure all implementers’ compliance with contracts and alignment with the project scope.
2. **Project kickoff** – What is the Service Provider’s plan?
3. **Project governance** – What is the Service Provider’s approach?
4. **Configuration** – What is the Service Provider’s role during system configuration?
5. **Testing** – How does the Service Provider support user acceptance testing?
6. **Training** – How does the Service Provider’s support training to various users and the support team?
7. **Data conversion** – What is the Service Provider’s role during data conversion?
8. **Historical data access, archiving, and reporting** – The County has data from 2005 housed in SAP. What is the Service Provider’s experience in data archiving and reporting?
9. **Go-Live** – How does the Service Provider support the County?
10. **Forms and report development** – What is the Service Provider’s approach to avoid customizations?
11. **Interfaces** – How would the Service Provider support integrating with current systems without disrupting services provided to our citizens?
12. **Post-implementation support** – How would the Service Provider address any issues that arise after the system is in use?
13. **Change management** – How would the Service Provider ensure that the transition to the new system is smooth and encourage buy-in?
14. **Operational redesign** – How would the Service Provider support the County with changing processes, procedures, and policies?
15. **Risk management** – What is the Service Provider plan to proactively identify, manage, and mitigate risks, issues, delays, and blockers to project success?
16. **Documentation storage**– What is the collaboration method? Where are documents stored?
17. **Contract management** – How does the Service Provider monitor, analyze, and evaluate the financial management of the project budget?
18. **Status meetings** – How does the Service Provider’s schedule, lead, and facilitate updates on activities, schedules, risks, issues, and support decision-making with stakeholders, vendors, and internal project team members?
19. **Project closeout activities** must be conducted to ensure that all work has been completed and documented properly. Explain how the Service Provider would:
 - a. Obtain signoffs from the County to ensure compliance.
 - b. Administratively close all procurements by reviewing that all contractual obligations have been fulfilled.
 - c. Capture lessons learned to improve future projects.

- d. Disband project resources and provide an organizational support chart of county staff required to support the solutions in the future.
- e. Transition project deliverables to the County in a manner that ensures uninterrupted operations and support.

3.4 Part 1 Tab D – References – 15 Points

The Service Provider must provide at least three (3) references (within the last 5 years) from public sector municipalities implementing Oracle Fusion, Utility Billing, and third-party solutions that are similar in size and complexity to the County. The inability to obtain reference information will be considered in the evaluation process and points will be deducted from the total reference score if references cannot be reached or are returned unfavorable. The format for completing the County references is provided in Section 4.3 of this document.

3.5 Part 2 - Cost Proposal – 10 Points

Costs for the Service Provider’s proposed services should be submitted on the proposal pricing forms provided in Section 4 **in a separate sealed envelope. FAILURE TO RETURN THIS PAGE AS PART OF THE PROPOSAL DOCUMENT MAY RESULT IN THE REJECTION OF THE PROPOSAL**

- Service Providers shall provide fixed pricing based on the milestone described.
- ALL OVERHEAD, PROFIT AND DIRECT CHARGES SUCH AS, BUT NOT LIMITED TO DOCUMENT REPRODUCTION, PHOTOGRAPHIC WORK, PHOTO REPROGRAPHIC SERVICES, POSTAGE AND SHIPPING, COMPUTER USAGE EXPENSES, TRAVEL AND/OR TRANSPORTATION (INCLUDING MILEAGE) MUST BE INCLUDED IN THE COST
- In the event the service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
- Service Providers shall provide prices in U.S. dollars.
- Service Providers shall make clear the rationale and basis of calculation for all fees.
- Service Providers shall perform services onsite and remotely. Please provide a breakdown.
- To the extent possible, Service Providers shall show any applicable discounts separately from the prices for services.
- Service Provider proposed pricing should remain valid 180 days after the opening of proposals.

4.0 Proposal Forms, Contract Terms, and Terms and Conditions

This section contains various forms that should be prepared and submitted along with the Service Provider’s proposal as well as the general terms and conditions and sample contract terms. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms/documents:

1. Service Provider Information Form
2. Proposal Fee Schedule
3. Reference Form
4. Contract Terms and Conditions
5. Non-Collusion Affidavit
6. Code of Ethics Affidavit
7. Service Provider Affidavit and Agreement
8. Insurance Requirements
9. No Bid Form
10. General Instructions for Proposers, Terms and Conditions

4.1 Service Provider Information Form

SERVICE PROVIDER INFORMATION FORM

Please include this page as part of the Technical Response document and NOT with the Fee Proposal

Certification of Non-Collusion In Proposal Preparation _____
Signature Date

Service Provider has examined the proposal package, and following addenda:

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "General Instructions to Proposers" and all documents referred to therein, if this proposal is accepted by the Board of Commissioners within one hundred and twenty (180) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. 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 to Proposers.

Legal Business Name _____

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ **E-mail address** _____

4.2 Proposal Fee Schedule

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

**PROPOSAL FEE SCHEDULE
(SUBMIT IN A SEPARATE SEALED ENVELOPE)**

Item #	Milestone	Deliverables	Estimated Completion (Time in Weeks)	Cost
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
Total Cost				\$

Note: Add additional lines if needed. Service Providers will complete services onsite and remotely. Please provide a breakdown.

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

Service Provider Name _____

4.4 ITS-SST-006 Security Requirements for Purchases Standard

Acknowledgement of the following requirements is required. Any exceptions must be stated and explained.



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

4.5 Contract Terms & Conditions

The Service Provider’s standard contract must be provided in this part of the Service Provider’s response. Any negotiation on contractual terms must be conducted prior to award. The proposal submission and any negotiated terms will become part of the contract with the County.

Below are standard and/or key contract items that the County identifies as priority terms. Identify any items that the Service Provider cannot agree to and provide an explanation. **The ability of the County to accept what the Service Provider cannot agree to will be included as part of the proposal evaluation and scored in Part 1, A.**

No.	Key Contract / SOW items	Description
1	Contract Documents	The County’s Request for Proposal and the Service Provider’s proposal (response) will be part of the final contract documents. The County will not be bound by terms and conditions incorporated by URL and/or which may be unilaterally modified by the Service Provider.
1a		
2	Confidentiality	Any confidentiality provisions must explicitly be subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.
2a		
3	Term	Term provisions shall comply with O.C.G.A. § 36-60-13.
3a		
4	Covenant against Contingent Fees	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 the 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 any violation of this warranty, the County shall have the right to annul this Agreement without liability or at its discretion to deduct from the fees payable pursuant to Section ___ the full amount of such commission, percentage, brokerage or contingent fee.
4a		
5	Prohibited Interests	(a) Conflict of Interest: 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. Service Provider further agrees that, in the performance of the Agreement, no person having any such interest shall be employed. (b) 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.

No.	Key Contract / SOW items	Description
5a		
6	Illegal Immigration Reform and Enforcement Act	During the period this Agreement is in effect, Service Provider shall comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 <i>et seq.</i> , as it may be amended, including, but not limited to, obtaining affidavits from subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Service Provider. Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its contracts with approved subcontractors that perform all or part of the Services under this Agreement. Service Provider and all approved subcontractors shall retain all documents and records of compliance for a period of five (5) years after expiration or termination of the Agreement or as required by law, if longer.
6a		
7	Anti-Kickback Clause	Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing Services 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. Service Provider hereby promises to comply with all applicable "Anti-kickback" laws and shall insert appropriate provisions in all subcontracts covering Services under this Agreement.
7a		
8	Audits and Inspections	Service Provider shall maintain all books, documents, papers, accounting records, and other evidence pertaining to performance under this Agreement by Service Provider and Service Provider's employees and agents during the period of the Agreement and for five (5) years after expiration or termination of the Agreement or as required by law if longer. Service Provider agrees that the provisions of this Section shall be included in any agreements it may make with any subcontractor, assignee, or transferee. At any time during normal business hours and as often as the County may deem necessary, the Service Provider shall, at no additional cost to County, make available to the County or any reviewing agencies 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 as reasonably needed by the County.
8a		
9	Assignment	The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the prior written consent of the County.

No.	Key Contract / SOW items	Description
9a		
10	Subcontracting	<p>(a) Except as otherwise expressly provided in this Agreement, Service Provider shall not subcontract any part of the Services covered by this Agreement or permit subcontracted Services to be further subcontracted without the County’s prior written approval.</p> <p>(b) Requests for approval to subcontract shall include a description of the services to be subcontracted, the name of the proposed Subcontractor, and a copy of the agreement with the proposed Subcontractor.</p> <p>(c) All subcontracts in the amount of \$10,000 or more shall include the provisions set forth in this Agreement and shall name County a third-party beneficiary thereunder.</p>
10a		
11	Equal Employment Opportunity	<p>(a) During the performance of this Agreement, the Service Provider agrees as follows: (i) the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability; (ii) the Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any Services covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.</p> <p>(b) Where there has been a conclusive finding that Service Provider has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, Service Provider shall be barred from providing goods and services to the County for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the County’s governing body.</p> <p>(c) Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Service Provider is providing Services to the County shall be regarded as a material breach of the Agreement between the County and the Service Provider, and the County may terminate such Agreement effective as of the date of delivery of written notification to the Service Provider.</p>
11a		

No.	Key Contract / SOW items	Description
12	Accuracy of Services	Service Provider shall be responsible for the accuracy of the Services and shall promptly correct errors and omissions in its plans and specifications without additional compensation. Acceptance of the Services by the County will not relieve the Service Provider of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
12a		
13	Governing Law	This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia as well as the Gwinnett County Code without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia and Gwinnett County.
13a		
14	Exclusive Forum and Submission to Jurisdiction	Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Services provided hereunder shall be brought exclusively in the Superior Court of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia, and Service Provider irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
14a		
15	Termination for Convenience of the County	The County may terminate this Agreement for its convenience at any time by sending written notice to the Service Provider at least 30 days prior to the effective date of the termination. If this Agreement is terminated by the County for its convenience pursuant to this Section ____, the Service Provider shall be paid for those Services actually performed through the effective date of such termination. Service Provider shall submit an invoice and a signed statement of completion itemizing each element of performance identified on the invoice.
15a		
16	Termination for Fund Appropriation	The County may terminate this Agreement due to lack of funding at any time by sending written notice to the Service Provider that specifies the effective date of the termination. If this Agreement is terminated by the County for lack of funding pursuant to this Section ____, the Service Provider shall be paid for those Services actually performed through the effective date of such termination. Service Provider shall submit an invoice and a signed statement of completion itemizing each element of performance identified on the invoice.
16a		
17	Termination for Cause with Replacement Cost Liability	The County may terminate this Agreement for cause in the event Service Provider defaults on its obligations under this Agreement and fails to correct the default within 30 days after receipt of

No.	Key Contract / SOW items	Description
		<p>written notice of the default. By way of illustration and not an exhaustive list, failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the County, shall constitute default; and any impermissible or unexcused failure to complete a milestone within 30 days of the date established for such milestone in the Statement of Work shall constitute default. In such event, subject to the applicable intellectual property rights of the parties under this Agreement, all finished or unfinished documents, data, studies, work papers and reports prepared by the Service Provider under this Agreement shall become the property of the County. The County shall send written notice of termination, which specifies the effective date of the termination, at least 10 days before the effective date of termination.</p> <p>In addition to all other rights and remedies that the County may have, if this Agreement is terminated by the County for cause pursuant to this Section ____, Service Provider shall be liable for all costs in excess of the price listed on Service Provider's Final Quote for all terminated Services reasonably and necessarily incurred by the County in the completion of the purchase of Services, including the cost of administration of any agreement awarded to a replacement provider for completion.</p> <p>If the County improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with Section ____ of this Agreement, and Reseller shall not be liable for any replacement costs.</p>
17a		
18	Indemnification	<p>Service Provider will be required to protect, defend, indemnify, and hold harmless County, commissioners, officers, agents, and employees from and against all liability, damages, claims, suits, liens, judgments, loss, and costs for whatever nature, including claims for contribution and/or indemnification arising out of or related to:</p> <ul style="list-style-type: none"> - injuries to or death of any person or damage to property (including injuries or death to employees of Service Provider or any subcontractor, as well as property of such individuals) arising out of any negligent act or omission or intentional misconduct of Service Provider or its employees, agents, and/or subcontractors; - any allegation, claim, or suit that any of the Work Product, Licensed Technology, Services, Deliverables, etc. infringe or misappropriate any intellectual property rights, such as patents, trademarks, copyright, service mark, trade secrets, etc. - any breach of Service Provider's confidentiality or data security obligations, or any Data Incident (defined as any reasonably suspected or actual loss of data or any breach or compromise of

No.	Key Contract / SOW items	Description
		its information security practices which has or may result in the loss or unauthorized access, or disclosure, use or acquisition of County Information (hard copy or digital) or of any potential threat to any County systems
18a		
19	Payment Terms	Payment terms will be tied to project milestones or deliverable delivery
19a		
20	Transition Services	Upon expiration or termination of Agreement, upon County's request, Service Provider will cooperate with County and provide services that are reasonably necessary to effectuate an orderly transition to a new system, solution, or provider; provided that County shall pay Service Provider's then-current rates for such services. Such cooperation and services shall include assistance with data conversion and, at Service Provider's option may include the provision of file layouts to County on a confidential basis for the purpose of identifying the data Service Provider provided to County. The invoice shall be accompanied by such supporting documentation as required by the County.
20a		
21	Work Product	All information, data, programs, publications and media created specifically for and paid for by the County or as a result of the Services identified in this Agreement ("Work Product") is the property of the County unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement. Service Provider shall have no rights as to ownership, use, or otherwise as to such Work Product. Service Provider shall not display, exhibit or otherwise show to any third party such Work Product for any purpose whatsoever in any manner whatsoever (whether by inclusion in a portfolio, website, marketing material or exhibition), without the prior written consent of the County. Service Provider will, and will ensure that all Service Provider Personnel will, communicate to the County any and all Work Product and will, at all times during Service Provider's engagement by the County and after Service Provider's termination or expiration for any reason, assist the County in every proper way (at County's expense), to obtain for its own benefit any intellectual property right for any Work Product in the United States and any and all foreign countries, if available, by executing and delivering to the County any and all applications, assignments, and other instruments, by giving evidence and testimony, and by executing and delivering to the County all drawings, blueprints, notes, and specifications deemed necessary by the County in

No.	Key Contract / SOW items	Description
		<p>order to apply for and obtain letters of patent of the United States or foreign countries for such Work Product. Service Provider hereby assigns and will convey to the County the entire right, title and interest of Service Provider and Service Provider personnel (if any) in all Work Product, including copyrights, patents and trade secrets. Service Provider agrees to execute assignments and such other documents as may be requested by the County, in a form satisfactory to the County, evidencing, vesting and protecting the County’s sole title and right of ownership in Work Product. The covenants contained in this Section shall run not only in favor of the County and its successors and assigns but also its Affiliates and shall survive the expiration or earlier termination of this Agreement.</p>
21a		
22	Control of Sub-Contractor, Project Team and Project Manager Designation	<p>The Service Provider understands that the successful implementation, testing, and operation of the Software that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Service Provider shall designate a single representative to act as an ex-officio member of the County’s project management team (“Project Manager”) and who shall have the authority to act on behalf of the Service Provider on all matters pertaining to this Agreement. The County shall have the right to approve all subcontractors, Project Manager, and staff assigned to the project by the Service Provider (“Designated Staff”). In the event that a Designated Staff of the Service Provider is, in the opinion of the County, uncooperative, inept, incompetent, or otherwise unacceptable, the Service Provider agrees to remove such person from the project. In the event of such a removal, the Service Provider shall, within thirty (30) days, fill this vacancy as described above. Regardless of whom the Service Provider has designated to fill this vacancy, the Service Provider organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.</p>
22a		
23	Professional Services Warranty	<p>The Service Provider agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. The Service Provider agrees that, at all times, the employees of the Service Provider furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.</p> <p>The Service Provider agrees that all persons working for or on behalf of the Service Provider whose duties bring them upon the County’s premises shall obey the rules and regulations that are</p>

No.	Key Contract / SOW items	Description
		<p>established by the County and shall comply with the reasonable directions of the County’s officers. The County may, at any time, require the removal and replacement of any of the Service Provider’s employees for good cause.</p> <p>The Service Provider shall be responsible for the acts of its employees and agents while on the County’s premises. Accordingly, the Service Provider agrees to take all necessary measures to prevent injury and loss to persons or property located on the County’s premises. The Service Provider shall be responsible for all damages to persons or property caused by the Service Provider or any of its agents or employees. The Service Provider shall promptly repair, to the specifications of the County, any damage that it, or its employees or agents, may cause to the County’s premises or equipment; on the Service Provider’s failure to do so, the County may repair such damage and the Service Provider shall reimburse the County promptly for the cost of repair.</p> <p>The Service Provider agrees that, in the event of an accident of any kind, the Service Provider will immediately notify the County’s contact person and thereafter, if requested, furnish a full written report of such accident.</p> <p>The Service Provider shall perform the services contemplated in the Agreement without interfering in any way with the activities of the County’s staff or visitors.</p> <p>The Service Provider and its employees or agents shall have the right to use only those facilities of the County that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the County. The County shall also extend parking privileges to properly identified members of the Service Provider’s Vendor’s full-time staff on the same basis as they are extended to the County’s staff.</p> <p>The County shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of the Service Provider or its employees or subcontractors.</p> <p>The Service Provider represents and warrants that it is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement; and no action, suit, or proceeding in which Service Provider is a party that may restrain or question this Agreement or Service Provider’s obligations hereunder is pending or threatened.</p>

No.	Key Contract / SOW items	Description
		<p>The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part.</p> <p>The Service Provider represents and warrants that all of its obligations under this Agreement will be performed diligently and in a good, workmanlike, timely, and professional manner consistent with the highest industry standards and in strict compliance with the Agreement Documents and applicable laws and regulations.</p> <p>The Service Provider represents and warrants that County has (i) presented technical specifications of the particular purpose for which the Cloud Services and Services is intended, (ii) provided detailed descriptions and criteria for how the Cloud Services and Services can be defined to accomplish particular purpose(s), and (iii) defined the exact procedures and techniques to be employed in testing whether the Cloud Services and Services has achieved the defined performance of a particular purpose. Given this advanced preparation concerning, and documentation about, County’s particular purpose(s), Service Provider, during period this Agreement is in effect, has (1) reason and opportunity to know the particular purpose(s) for which the Cloud Services and Services are required, (2) that County is relying upon Service Provider’s experience and knowledge of the Cloud Services and Services to identify those components which are most suitable and appropriate, and (3) that County is relying upon Service Provider’s experience and knowledge to identify the appropriate Cloud Services and Services that will accomplish the County’s particular purpose(s). Therefore, Service Provider represents and warrants that all Cloud Services and Services provided pursuant to this Agreement are fit for the purposes for which they are intended as described in the Agreement Documents.</p> <p>The Service Provider represents and warrants that the Cloud Services and Services provided pursuant to this Agreement shall conform in all material respects to the Agreement Documents and shall performance in accordance with the Agreement Documents, Service Provider marketing literature, and any other representations attached to or referenced in this Agreement. No payment of any invoice or any partial use of the Cloud Services or Services constitutes acceptance of the Cloud Services and/or Services that do not conform to the Agreement Documents.</p> <p>The Service Provider represents and warrants that the Cloud Services and Services provided pursuant to this Agreement will meet the County requirements as set forth in the Agreement Documents.</p>

No.	Key Contract / SOW items	Description
		<p>The Service Provider represents and warrants that it shall pass through to County any and all warranties applicable to the Cloud Services and Services provided to the County pursuant to this Agreement. Exercise of such warranty shall be directly between Reseller and the appropriate warrantor.</p> <p>The Service Provider represents and warrants that it will comply with all applicable laws and regulations in performing its obligations under this Agreement.</p>
23a		
24	Liquidated Damages	The County expects the final contract to include a liquidated damages provision to address delays in the project
24a		

4.6 Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

Now here appeared before the undersigned officer duly authorized by the State of Georgia to administer oaths_____ and after being first duly sworn, depose and say that, they are all the officers, agents, persons or employees who have acted for_____ (Service Provider Name) on the Provision of Program Management Services for Oracle Fusion Enterprise Resource Planning, Utility Billing, and Third-Party Implementation & Integration and that said has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever, competition in such bidding; or by any means whatever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw bid from said work.

BY: _____

Signature of Affiant

Name – Typed or printed

Title

Sworn to and subscribed before me this _____ day of _____, 202____.

Notary Public

(Seal)

Note: See OCGA § 36-91-21 (e)



4.7 Code of Ethics Affidavit

RP018-23 Provision of Program Management Services for Oracle Fusion Enterprise Resource Planning, Utility Billing, and Third-Party Implementation & Integration

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 bidder/proposer, its affiliates or its subcontractors:

1. _____
Service Provider Submitting 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 the 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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at GwinnettCounty.com



4.8 Service Provider Affidavit and Agreement

RP018-23 Provision of Program Management Services for Oracle Fusion Enterprise Resource Planning, Utility Billing, and Third-Party Implementation & Integration

CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

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

4.9 Insurance Requirements

The successful Service Provider shall provide the following coverage for the duration of the contract.

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Cyber Liability Insurance
 - (a) \$3,000,000 Limit for Network Security or Privacy Liability
 - (b) \$3,000,000 Limit for Data Recovery
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 service provider'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 service provider 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 service provider will be primary over any insurance program carried by the County.
14. Service provider 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. Service provider 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 service provider at service provider's expense.
15. No service provider 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 service provider 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 service provider for the County.
17. Special Form service providers' 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 service provider 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 service provider or their insurer relating to a County project will be made available to the county upon their request.
19. Compliance by the service provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the service provider and all Subcontractors of their liability provisions of the Contract.
20. The service provider 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 service provider shall at a minimum apply risk management practices accepted by the service providers' industry.

4.10 No Bid Form

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

RP018-23

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

4.11 General Instructions for Vendors, Terms and Conditions

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 (61st) 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 EO2011, Sec. 54-33. The ordinance is available to view in its entirety at 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 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.