



September 10, 2025

**REQUEST FOR PROPOSAL
RP027-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of the Design and Implementation of a Migration to Azure Cloud** for the Department of Information Technology.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on **September 26, 2025** at the Gwinnett County Financial Services - Purchasing Division – 4th Floor - Nash Building, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding proposals should be directed to Dana Garland, Purchasing Manager at Dana.Garland@GwinnettCounty.com or by calling 770-822-8723, no later than **September 18, 2025**. Proposals are legal and binding upon the vendor when submitted. One single sided unbound original and six (6) copies 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-10 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.gwinnettcounty.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 Manager

1.0 INTRODUCTION

The Gwinnett County Board of Commissioners (County) is soliciting competitively sealed proposals from qualified service providers for the Design and Implementation of Microsoft Azure and Migration Support for the Department of Information Technology Services.

Qualified service providers must be eligible to access Microsoft End Customer Investment Funding (ECIF) to support an Azure VMware Solution Implementation.

The County is interested in solutions that have a proven track record of providing the necessary functionality described by this proposal to private practices and/or other government jurisdictions of similar size and complexity as The County. The proposed solution should meet the requirements outlined in the request for proposal and the service provider should be prepared to demonstrate those capabilities during an in-depth demonstration, should they be asked to do so before award.

The County intends to award a contract for this proposal to one (1) service provider. There are no expressed or implied obligations for the County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this solicitation. The full cost of proposal preparation and interview presentation (if required) is to be borne by the proposing service provider. Proposals must be signed in ink by a company official who has the authority to commit company resources.

The request for proposal and the successful proposal will become part of a written contract between the County and the proposing service provider. The contract shall be on forms supplied by the County. A sample contract has been included for review by the service provider's legal counsel.

Finally, all service providers must acknowledge review of the following document:

- ***Exhibit A - Security Requirements for Purchases***
 - Service providers must respond to all items included by noting the service provider acceptance to all as written or providing "redline" comments back on the contents of that document. Exceptions to the County's standard language must be provided with the proposal response. The ability of the County to accept those edits will be included as part of the negotiation process, not after the contract is awarded.

2.0 BACKGROUND AND CURRENT ENVIRONMENT

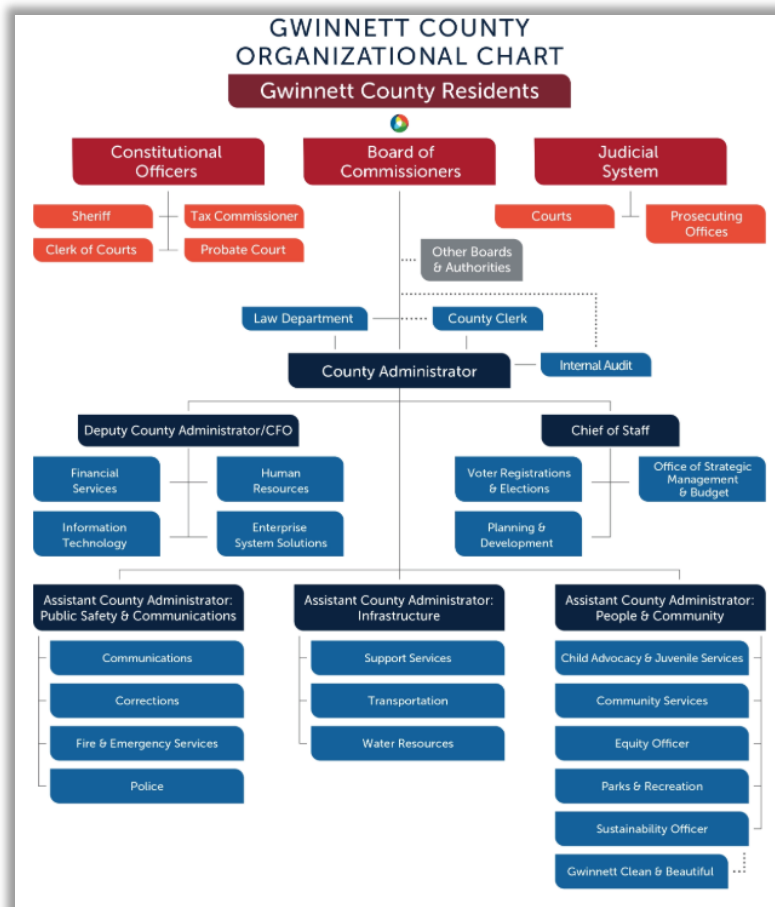
This Section of the proposal provides background on the County, the current solution and relevant systems in operation in the current environment, as well as the planned future environment.

2.1 County Background

Gwinnett County, Georgia is a suburban county, located approximately 30 miles northeast of Atlanta, Georgia. The County has an estimated population of approximately 1,020,157. Currently, the County has a total of 6,105 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 chairman elected at large and four Commissioners elected on a district basis. The County operates under the County Administrator form of management and has thirteen operating departments. The County Administrator reports directly to the Board and oversees the activities of the appointed County department heads. In addition, the County Administrator's Office also acts as a liaison for the Board with other elected officials.

Gwinnett County government provides a wide array of services to its residents 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/waste services. The County Organizational Chart is shown below.



2.2 Gwinnett Department of Information Technology Services

The Department of Information Technology Services (DoITS) is made up of over 200 business and technology professionals that deliver innovations and services to all County departments. DoITS is responsible for providing support and delivery of technology solutions and innovations throughout the County Government. This includes the technology that supports the current solutions and processes being requested in this solicitation.

2.3 Gwinnett Department of Information Technology Architecture and Environment

The County’s network is managed by the County Department of Information Technology Services. The network supports all County departments, including the Board of Commissioners. The County’s existing network topology consists of a logical layer operating over a physical layer. The logical layer is firewalled between members and operates in a restrictive manner, allowing only approved connectivity. The physical layer uses a hub-and-spoke architecture with links provided by County-owned fiber, as well as metered connections from a network vendor.

The County Network Core consists of two primary sites: the Gwinnett County Justice and Administration Center (GJAC) and the Gwinnett County Police Department (GCPD) Annex, each with dual high-speed connections. The remote nodes have redundant connections to the Core. The County has established a data replication failover to the Alternate 9-1-1 Center at the Bay Creek District Office to support Public Safety CAD applications.

The current County ecosystem that includes the relevant technologies for this proposal are shown in the table below.

Table 1 – Technology Ecosystem

Technology Type	Current Technology
On-premises Virtual Machine (VM)	HyperConverged Infrastructure (HCI)
Security	Current Technology
Internal and External Firewalls	Palo Alto
Network	Current Technology
Core and Edge Network Systems	Cisco Technology
Compute and Storage	Nutanix and NetApps
Protocols	Current Technology
EIGRP, OSPF, BGP	Routing protocols – Cisco and Proprietary routing protocols
Software	Current Technology
Linux based OS	Red Hat
Cisco OS	Cisco
VMware	VMware Hypervisor
Windows OS	Microsoft
PAN-OS	Palo Alto Network

3.0 SCOPE OF SERVICES

3.1 Project overview

The County is procuring the design and implementation of an enterprise architecture with a landing zone(s) in its existing Microsoft Azure tenancies (Commercial and Government). The approved architecture will move critical on-premises workloads and associated dependencies to this cloud environment. This project will define the County's Azure Enterprise architecture for daily operational use and migrate all identified components, software, and services from on-premises to the appropriate Azure tenant(s). The deployment of the Microsoft Azure solution will focus on establishing the core infrastructure with automated high availability and business continuity features, and include disaster recovery for all critical data, integrated security, performance monitoring, management, and reporting tools to support enhanced processes.

3.2 Component systems

The County expects the service provider to provide all the planning, design, and migration services necessary for a fully functioning solution. Each server and application migration should work seamlessly and collectively to provide a singular user experience. The service provider is responsible for providing a solution that meets all requirements. The County anticipates that the service provider will act as the system integrator and be responsible for overall design and implementation, any internal interfaces required, testing, and knowledge transfer of the migrated environment to County staff.

The County anticipates selecting the Design and Implementation of Microsoft Azure Enterprise solution that meets the optimal number of functional specifications with standard system functionality at the best value for the County.

Conceptually, the proposed solution should include, but not be limited to, the capabilities/components listed above.

4.0 PROPOSAL REQUIREMENTS

The proposal response shall provide information necessary for the County to evaluate the qualifications, experience, and expertise of the service provider to provide the requested functionality and services.

The service provider is to make a written proposal that presents an understanding of the work to be performed. The proposal is to demonstrate and provide evidence that the service provider has the capabilities, professional expertise, and experience to provide the necessary services as described in this solicitation. The service provider is to ensure that all information required herein is submitted with the proposal. An authorized representative of the service provider shall sign the proposal. All information provided is to be verifiable by documentation and demonstration requested by the County.

To enhance the evaluation process and provide each service provider an equal opportunity for consideration, all service provider should adhere to a standardized technical proposal format outlined in this proposal. Responses are to be as thorough and detailed as possible so that the County may properly evaluate the service provider's capabilities to provide the required services. This includes the submission of the **Pricing Response Workbook** in both electronic (Excel and PDF) formats and written formats. Submit all electronic files on a virus-free USB drive, named as specified in this proposal. Elaborate brochures or presentations beyond what is needed for a complete and effective proposal will not be considered and are discouraged. Elaborate artwork, expensive paper, visual and other presentation aids are not required. Service providers are to respond clearly and concisely to all questions without referring to preprinted materials (unless the proposal specifically requests the service provider to do so) as a response.

Service providers are encouraged to submit clear and concise responses, and excessive length or extraneous information is discouraged. Responses to individual questions are not to exceed twenty pages in length. To help us evaluate and select a service provider, please address the specific issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged. Service providers should not submit website links in lieu of written responses. Website links and any information contained within may not be reviewed or considered by the County.

5.0 PROPOSAL EVALUATION PROCESS

The County's evaluation process will use the criteria outlined below to identify the solution that best meets the County's business and operational needs, is offered at the best value, and is submitted by a service provider with expertise and a proven implementation track record for delivering successful cloud migrations to Azure. The County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest.

For any sections that have required questions to answer, please label the question with the corresponding number, re-state the question, and then answer it.

5.1 Selection Criteria

Selection of the successful service provider will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on assigned evaluation points using the following minimum selection criteria.

Part I Responsiveness

Responsiveness: The service provider's ability to follow the proposal preparation instructions outlined in this solicitation including the failure to return required pages, missing signatures, missing documents, etc.

- A. This section of the proposal response should be identified as "**SECTION 1 – INTRODUCTORY DOCUMENTS**" and include the items listed below in the order indicated below.
 - a. Cover Sheet, first page of the proposal response, to include the following at a minimum:
 - i. Request for Proposal Number and Name.
 - ii. The company submitting the proposal response (service provider).
 - iii. Date of Submission.
 - iv. Point of Contact (service provider).
 - b. Table of Contents that includes all major response headings and page numbers. Note: all pages in the proposal response should be uniquely numbered.
 - c. Cover Letter/Executive Summary, to meet the following at a minimum:
 - i. On company letterhead.
 - ii. Signed by a person with the corporate authority to enter into any contract which results from the proposal.
 - d. Executive Summary, to meet the following at a minimum:
 - i. Overview of service provider company and all partners that make up the proposed solution.
 - ii. List of planning, design and implementation services that make up the complete proposed solution.
 - e. Acknowledgement that service provider has reviewed and understands Background and Current Environment.
 - f. Acknowledgement of review of **Exhibit A - Gwinnett County IT Security Requirements for Purchases**

Part II Experience & Qualifications

- A. **Experience:** (Past performance) Experience as evidenced in the response. This includes, but is not limited to, experience providing similar services to similar jurisdictions.
- B. **Qualifications:** (Ability to provide the solution) Specific information on the service provider's resources and ability to deliver the required services, providing specific approach/plans (implementation, data conversion, testing, training, cutover) to be used to perform the services. Background on the service provider such as the number of years in business and past major projects completed.

The service provider and all partners that make up the proposed solution will use the response to this section to share information related to their experience and qualifications that will be used to evaluate their ability and willingness to provide the proposed solution in the manner required by the County. The service provider is encouraged to provide any additional information to help supplement the response provided it is directly related to this subject and not marketing or sale material or content.

This section of the proposal response should be identified as "**SECTION 2 – EXPERIENCE & QUALIFICATIONS**" and include the items listed below in the order indicated below.

Identification information

The service provider must submit a solution that meets the functional requirements and other criteria outlined in this proposal.

- **Q2.1.** Identify the prime service provider information and explain if there are any subcontractors, partners, and parties that are part of the proposed solution. This should include the information listed below at a minimum.
 - a. Service provider's full legal company name.
 - b. Service provider organizational structure (individual, partnership, or corporation; private or public; profit or non-profit).
 - c. Service provider's headquarters location address (must be US-based).
 - d. Service providers location address that will be directly responsible for delivery of the proposed solution.
- **Q2.2.** Identify the other key contacts within the service provider's organization: such as contacts for technical clarifications, contract negotiations, etc. This should include the information listed below at a minimum.
 - a. Person(s)' full name(s).
 - b. Person(s)' title(s).
 - c. Person(s)' location(s) (city, state).
 - d. Person(s)' phone number(s).
 - e. Person(s)' email addresses.

Past performance information

The service provider and all partners that make up the proposed solution will use the response to this section to share information related to their experience and qualifications that will be used to evaluate their ability and willingness to provide the proposed solution in the manner required by the County. The service provider is encouraged to provide any

additional information to help supplement their response provided it is directly related to this subject and not marketing or sale material or content.

- **Q2.3.** Provide a summary of the service provider's company history. This should include the information listed below at a minimum.
 - a. Dates of inception to present.
 - b. Timelines associated with all acquisitions and changes.
- **Q2.4.** Provide the following information regarding the service provider's size.
 - a. The total number of full-time employees including a breakdown of how many at the location serving this project and how many elsewhere.
 - b. The total number of locations, including a breakdown of US versus non-US.
- **Q2.5.** If the service provider or any of the proposed sub-contractors had a contract terminated for default during the past three (3) years, please disclose and include the service provider's position on the matter(s). If the service provider has experienced no such terminations for default in the past, indicate as such.
- **Q2.6.** Has the service provider's company ever been party to a buy-out, merger, or company acquisition? If so, explain.
- **Q2.7.** Has the service provider's or any service provider employee ever been named in litigation and/or arbitration related to the service provider's products, services, or for any security breaches? If so, explain.
- **Q2.8.** Are there any current or past lawsuits against the service provider's company by current or former clients?
- **Q2.9.** **Provide a list of the service provider's current customers within the United States** that have successfully migrated from on-prem to Azure using their service. Include the customer name, size of the implementation, brief description of the work performed, contact information, and years in service.
- **Q2.10.** How many Local/State/Federal US government agencies with more than 3,000 employees and 500,000 residents have used the service provider's planning, design, and implementation migration services solution?

Part III Solution Description

- A. **Solution Description:** Specific information provided by the service provider to include how applications and servers will migrate, the architecture, supportability, and overall robustness of the solution, as well as an overview of the complexity and flexibility of the solution and how scalable it is.

While the County reserves the right to award the solution in part and in total, the service provider is required to propose and describe a complete solution that meets all the criteria outlined in this proposal.

Solution technical architecture

The County is seeking a service to plan, design, and implement the migration of application systems and servers in a seamless solution. The County also requires the service provider to review the **Exhibit A - Security Requirements for Purchases** and respond to all items included by noting the service provider acceptance to all as written or providing "redline" comments back on the contents of that document.

In addition, please respond to the questions below related to the technical architecture of the overall solution.

If applicable, the County requires Cisco Network technology for any connectivity between the proposed infrastructure and the County's network. In addition, the County preference is for hyper-converged (HCI) fully virtualized environments. As a result, the proposer should consider this type of architecture when proposing the infrastructure required for the proposed cloud solution.

- **Q3.1.** Though the County is seeking Azure migration services, please describe any required non-cloud-based hardware and software including the information requested below.
- **Q3.2.** On-premises equipment must operate on County Standard Operating Systems and be compatible with County standard tools and software platforms without modifications or special configuration to any other systems, hardware, or software.
 - Describe how the service provider's migration services will run in the County's virtual server environment.
- **Q3.3.** Describe any, and all programming languages to enable the application server migration of the proposed solution.
- **Q3.4.** Describe any, and all add-on or third-party software required to support the design or migration services described in the response to the proposal.

Solution security and authentication

The County requires the service provider to respond to all aspects of **Exhibit A - Security Requirements for Purchases** included in this proposal. For compliance, all claims will need to be verifiable with corresponding audit information and/or certificates that meet the respective claims. The service provider should review that document and share any clarifications or exceptions they have with the requirements outlined in that document as they related to the proposed solution. Exceptions to the County's standard language must be provided with the proposal response. The ability of the County to accept those edits will be included as part of the negotiation process, not after the contract is awarded.

- **Q3.5.** Review the County Security Requirements for Purchasing (Exhibit A) and outline any points of clarification or exception.
- **Q3.6.** What cybersecurity insurance coverage does the service provider offer for breaches affecting County systems?

- **Q3.7.** Provide a list of third-party contractors, if any, and their function when utilized during the migration?
- **Q3.8.** How is business continuity ensured during the migration process?
- **Q3.9.** Describe the service provider fallback and rollback strategies?
- **Q3.10.** What pre-migration testing steps are used to validate readiness?
- **Q3.11.** How will the service provider verify integrity and performance of migrated applications and data?
- **Q3.12.** What is the service provider's recovery plan if migration testing fails?
- **Q3.13.** How will backup procedures be tested for integrity and recoverability?
- **Q3.14.** What are the service provider's SLAs for ongoing cybersecurity support and issue resolution?

Identity & Access Management

- **Q3.15.** What identification and authentication methods are used for users, non-users, and applications?
- **Q3.16.** How will service accounts and credentials be managed?
- **Q3.17.** How are roles and permissions administered and secured, including integration with the County's Management Framework and VPN systems?
- **Q3.18.** Is Just-In-Time (JIT) access supported for administrative tasks?
- **Q3.19.** Can changes to roles/permissions trigger alerts or require approvals?
- **Q3.20.** How are unsuccessful log-on attempts managed and reported? Can thresholds be configured?

Solution Support

The County expects that solution provider will support the migration initiative by providing expertise in the areas of design and migration services.

- **Q3.21.** Describe how the service provider's proposed support agreement is to be included in the response and designate priority levels for system errors. This agreement should also include a guaranteed response time for each priority level. Additionally, the support agreement should define the role of the service provider's helpdesk for support.
- **Q3.22.** Describe how service provider will ensure knowledge transfer and the handover of the migrated servers and applications to GC DoITS staff prior to completion of the project.

Part IV Functional Requirements

The service providers shall use the Functional Requirements Response to indicate the ability to satisfy the County's business needs and functional requirements defined in the following list. Functional requirements are a mandatory section of this request for proposal and service provider shall provide a Yes/No reply for ALL requirements.

By responding affirmatively to **Part IV Functional Requirements**, the service provider agrees to perform **ALL** requirements.

- **Q4.1. Solution provider will perform all of the following functional requirements. Solution provider should indicate a Yes or No response to the sum total of these functional requirements. "Yes" meaning you accept and will perform these requirements if selected, and "No" if any or all of these requirements cannot be achieved if selected.**
 - The service provider is required to deliver comprehensive, detailed, and scalable step-by-step design documentation and operational process workflows, both high-level and low-level, for **Entra with on-premises Active Directory integration (hybrid)**.
 - The service provider is required to deliver comprehensive, detailed, and scalable step-by-step design documentation and operational process workflows, both high-level and low-level, for **Network topology and connectivity**.
 - The service provider is required to deliver comprehensive, detailed, and scalable step-by-step design documentation and operational process workflows, both high-level and low-level, for **Identity and Access Management (IAM)**.
 - The service provider is required to deliver comprehensive, detailed, and scalable step-by-step design documentation and operational process workflows, both high-level and low-level, for **Organizational management, subscription, and resource groups**.
 - The service provider is required to deliver comprehensive, detailed, and scalable step-by-step design documentation and operational process workflows, both high-level and low-level, for **Hybrid Azure monitor system monitoring and alerting**.
 - The service provider is required to deliver comprehensive, detailed, and scalable step-by-step design documentation and operational process workflows, both high-level and low-level, for **Business continuity high availability (HA) with automated failover zones) and Disaster Recovery (regional replication)**.
 - The service provider is required to deliver comprehensive, detailed, and scalable step-by-step design documentation and operational process workflows, both high-level and low-level, for **Integrated security, governance, and compliance**.
 - The service provider is required to deliver comprehensive, detailed, and scalable step-by-step design documentation and operational process workflows, both high-level and low-level, for **Cost management**.

- o Following the successful deployment and validation of the approved Azure architecture and in close collaboration with the County, the service provider shall lead the migration of up to 150 servers for production workloads plus an additional 135 servers which will remain on premises but require a cloud DR environment to the designated Microsoft Azure environments and services. This migration must include all associated workloads, dependencies, and interrelated components. The service provider is expected to ensure minimal disruption, full operational continuity, and adherence to best practices throughout the process. The scope of migration shall include, but is not limited to: **Application Services**
- o Following the successful deployment and validation of the approved Azure architecture and in close collaboration with the County, the service provider shall lead the migration of up to 150 servers for production workloads plus an additional 135 servers which will remain on premises but require a cloud DR environment to the designated designated Microsoft Azure environments and services. This migration must include all associated workloads, dependencies, and interrelated components. The service provider is expected to ensure minimal disruption, full operational continuity, and adherence to best practices throughout the process. The scope of migration shall include, but is not limited to: **Databases and storage layers**
- o Following the successful deployment and validation of the approved Azure architecture and in close collaboration with the County, the service provider shall the service provider shall lead the migration of up to 150 servers for production workloads plus an additional 135 servers which will remain on premises but require a cloud DR environment to the designated Microsoft Azure environments and services. This migration must include all associated workloads, dependencies, and interrelated components. The service provider is expected to ensure minimal disruption, full operational continuity, and adherence to best practices throughout the process. The scope of migration shall include, but is not limited to: **Network configuration and access controls**
- o Following the successful deployment and validation of the approved Azure architecture and in close collaboration with the County, the service provider shall lead the migration of up to 150 servers for production workloads plus an additional 135 servers which will remain on premises but require a cloud DR environment to the designated designated Microsoft Azure environments and services. This migration must include all associated workloads, dependencies, and interrelated components. The service provider is expected to ensure minimal disruption, full operational continuity, and adherence to best practices throughout the process. The scope of migration shall include, but is not limited to: **Authentication and identity integrations.**
- o Following the successful deployment and validation of the approved Azure architecture and in close collaboration with the County, the service provider shall lead the migration of up to 150 servers for production workloads plus an additional 135 servers which will remain on premises but require a cloud DR environment to the designated Microsoft Azure environments and services. This migration must include all associated workloads, dependencies, and interrelated components. The service provider is expected to ensure minimal disruption, full operational continuity, and adherence to best practices throughout the process. The scope of migration shall include, but is not limited to: **System level dependencies and services.**

- o The service provider shall conduct a validation walkthrough with the County to verify the operational integrity of business workflows between Azure and on-premises systems. This includes **End-to-end functional testing of hybrid cloud workflows.**
- o The service provider shall conduct a validation walkthrough with the County to verify the operational integrity of business workflows between Azure and on-premises systems. This includes **Verification of connectivity, authentication, and authorization.**
- o The service provider shall conduct a validation walkthrough with the County to verify the operational integrity of business workflows between Azure and on-premises systems. This includes **Validation of data accuracy, latency, and consistency.**
- o The service provider shall conduct a validation walkthrough with the County to verify the operational integrity of business workflows between Azure and on-premises systems. This includes **Assessment of failover and recovery processes.**
- o The service provider shall conduct a validation walkthrough with the County to verify the operational integrity of business workflows between Azure and on-premises systems. This includes **Documentation of results, issues, and recommendations.**
- o The service provider shall conduct a validation walkthrough with the County to verify the operational integrity of business workflows between Azure and on-premises systems. This includes **Knowledge transfer and collaborative troubleshooting.**
- o The service provider shall replicate the validated configurations and architectural components consistently across all designated cloud environments.
- o The service provider, in close collaboration with the County, shall lead the end-to-end migration and integration of existing County business workflows, along with all associated systems, applications, and dependencies, into the target Microsoft Azure cloud environments.
- o The service provider must ensure full operational continuity throughout the migration process. This engagement shall be structured to provide the County's technical team with real-time, hands-on deployment experience, enabling effective knowledge transfer and capability building.
- o The service provider shall facilitate comprehensive alignment sessions to establish clear deployment windows for each project milestone. Key activities include conducting detailed alignment discussions that cover **Business objectives and strategic goals.**
- o The service provider shall facilitate comprehensive alignment sessions to establish clear deployment windows for each project milestone. Key activities include conducting detailed alignment discussions that cover **Technical requirements and architecture considerations.**
- o The service provider shall facilitate comprehensive alignment sessions to establish clear deployment windows for each project milestone. Key activities include conducting detailed alignment discussions that cover **Regulatory compliance and security mandates.**

- o The service provider shall facilitate comprehensive alignment sessions to establish clear deployment windows for each project milestone. Key activities include conducting detailed alignment discussions that cover **Budgetary constraints and financial planning**.
- o The service provider shall facilitate comprehensive alignment sessions to establish clear deployment windows for each project milestone. Key activities include conducting detailed alignment discussions that cover **Confirming and finalizing project timeframes and schedules**.
- o The service provider shall facilitate comprehensive alignment sessions to establish clear deployment windows for each project milestone. Key activities include conducting detailed alignment discussions that cover **Reviewing, validating and obtaining approval of defined milestones and deliverables**.
- o The service provider shall scope and architect Azure infrastructure components to enable seamless migration of servers and associated application workflows to the Azure cloud environment. This includes **evaluating and validating the proposed Azure Landing Zone architecture and design against best practices**.
- o The service provider shall scope and architect Azure infrastructure components to enable seamless migration of servers and associated application workflows to the Azure cloud environment. This includes **Supporting deployment across multiple Azure tenants, encompassing Commercial and Government environments**.
- o The service provider shall scope and architect Azure infrastructure components to enable seamless migration of servers and associated application workflows to the Azure cloud environment. This includes **Targeting deployment within specified Azure regions, such as East US and Central US**.
- o The service provider shall scope and architect Azure infrastructure components to enable seamless migration of servers and associated application workflows to the Azure cloud environment. This includes **Defining and documenting the Azure Management Group hierarchy, Subscription organization model, and Access management framework to ensure governance, security, and operational efficiency**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Designing IP address spaces that don't overlap across all Azure environments**.
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Setting up Azure Virtual WAN (vWAN) with hub-to-hub connections, virtual hub connections, and routing preferences**.

- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Deploying ExpressRoute circuits to create dedicated, high-speed links between on-premise data centers and Azure vWAN hubs, supporting up to 5Gb capacity.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Configuring Layer 2 VPN as a backup to ExpressRoute for network resilience.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Defining routing rules and path policies to control traffic flow effectively.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Building Azure vWAN hubs integrated with Palo Alto Cloud Next-Generation Firewall to enhance security (VNet Setup).**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Creating vNET for shared services, DMZ, and storage, ensuring proper security and management boundaries (VNet Setup).**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Establishing IPsec VPN as a backup connection to ExpressRoute for on-premise connectivity.**

- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Setting up VPN connections to external services like WebEx.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Integrating Palo Alto Cloud NGFW into Azure vWAN hubs to protect the network perimeter.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Implementing Azure Application Gateway for application-level firewalling and load balancing.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Using Azure Virtual Desktop for remote desktop services.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Implementing hybrid monitoring such as Cisco Thousand Eyes, Azure Monitor, PagerDuty, Spotlight for SQL, and other tools.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Applying Azure policies and tagging to enforce governance and track costs.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall

include, but are not limited to, **Providing recommendations for disaster recovery for on-premise and Azure to include VMWare Site Recovery Manager failover to Azure VMware Services modes, Nutanix Site Recovery Manager failover to Azure local (formerly Azure Stack HCI), IBM VM Recovery Manager integration with Azure, and Multi-region failover and use of Azure Availability Zones for high availability.**

- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Integrating Commvault backup with Azure Block Blob Storage for backups and replicate to Commvault Cloud for secure air-gapped retention.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Recommending best practices that pertain to security that is subject to PCI, CJIS, and HIPAA.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Developing customized cost management KPI's and dashboards.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Reviewing and optimizing usage of Reserved Instances and Azure Hybrid use benefits to control costs.**
- o The service provider, working in close coordination with the County, shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards, and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Provisioning AVS nodes.**
- o The service provider, working in close coordination with the County shall be fully responsible for the design, configuration, and deployment of a comprehensive and secure Azure network and connectivity framework to support the County's cloud infrastructure. The solution must meet enterprise-grade performance, scalability, and security standards,

and align with the County's architectural and operational requirements. Key tasks shall include, but are not limited to, **Providing recommendation for site recovery.**

- The service provider shall design and configure disaster recovery (DR) protection for all mission-critical applications, including **Architecting a DR solution to meet required Recovery Point Objective (RPO) and Recovery Time Objective (RTO) SLA's.**
- The service provider shall design and configure disaster recovery (DR) protection for all mission-critical applications, including **Implementing an air-gapped cloud repository for secure, isolated backup storage.**
- The service provider shall design and configure disaster recovery (DR) protection for all mission-critical applications, including **Integrating DR workflows with the Commvault backup platform using native APIs.**
- The service provider shall design and configure disaster recovery (DR) protection for all mission-critical applications, including **Validating replication, failover, and failback processes.**
- The service provider shall design and configure disaster recovery (DR) protection for all mission-critical applications, including **Developing automated failover orchestration with dependency mapping.**
- The service provider shall design and configure disaster recovery (DR) protection for all mission-critical applications, including **Documenting DR design, configurations, and operational runbooks per ITIL standards.**
- The service provider shall design and configure disaster recovery (DR) protection for all mission-critical applications, including **Collaborating with County IT for knowledge transfer, training, and ongoing support.**
- The service provider shall design, install, and configure Microsoft Azure Virtual Desktop (AVD) to deliver cloud-based virtual desktop infrastructure (VDI) services that enable third-party service providers to securely access applications from anywhere and provide maintenance and support functions, as required.
- The service provider shall provide ongoing administration mentoring sessions throughout the deployment lifecycle to support knowledge transfer and operational readiness.
- Evaluate the proposed Azure resources and provide recommendations for leveraging native Azure services to enhance operational efficiency and/or reduce costs associated with migrated workloads.
- Conduct a complete failover test of all applicable workflows to validate business continuity.
- Support User Acceptance Testing (UAT) with designated stakeholders to confirm system functionality and readiness for production

- The service provider must be a Microsoft certified Azure Cloud Migration Partner in good standing, with demonstrated authorization from Microsoft to perform Azure migrations at enterprise scale.
- The service provider must be approved by Microsoft to utilize Microsoft's End Customer Investment Funding (ECIF) program.
- The service provider must complete all work within the deployment schedule assigned by Microsoft, as stipulated by the ECIF funding program.
- The service provider must have successfully deployed Microsoft Azure for large enterprise and state & local government customers.

Service Provider Implementation Plan

As part of the proposal, the service provider must provide a detailed **end-to-end migration plan** that describes all activities required to transition from the current environment to the proposed solution. This plan must include, but is not limited to, the following points:

- **Q4.2.** Migration of all applications (See *Master Application List* tab in *Schedule C Pricing Proposal Response Workbook*) and associated infrastructure, including servers, databases, file storage, integrations, and supporting services .
- **Q4.3.** Phased or wave-based migration approach, including the number of waves/phases required and the estimated duration of each (e.g., 8 hours per wave).
- **Q4.4.** Analysis and preparation of the target landing zones, covering the following components:
 - Network configuration and connectivity
 - Security architecture and access controls
 - Active Directory or other identity management integration
 - Load balancing and traffic routing considerations
 - Compatibility or compliance requirements with existing enterprise systems
- **Q4.5.** Data validation and testing procedures pre- and post-migration
- **Q4.6.** Downtime expectations, rollback procedures, and risk mitigation strategies
- **Q4.7.** Post-migration support and stabilization period, including service provider responsibilities during this phase
- **Q4.8.** The migration plan must demonstrate the service provider's technical capability, planning rigor, and ability to execute a secure, timely, and effective migration.
- **Q4.9.** The service provider shall deliver a cloud architecture that conforms to recognized industry best practices. Two possible models are provided in **Exhibit B – Cloud Architecture Models** as Cloud Architecture Model A and Cloud Architecture Model B.

It is expected the service provider will also designate a Project Management Institute (PMI) certified Project Manager (PM) to be responsible for all service provider deliverables and work with the County's PM to ensure all best practices of project management are applied to all phases for the solution planning, execution, control, and closure of the corresponding solution project.

Project management

The service provider will be responsible for a PMI certified project manager experienced in managing implementation of the same size and complexity as the one proposed for the County government. This includes experience in the following project management areas of expertise: project planning, risk management, resource management, project monitoring and reporting, configuration management, quality assurance, test planning and execution, training, implementation methodology, implementation support, change management, and documentation (technical and non-technical).

The service provider will provide the County with a project manager who will be the single point of contact throughout the service provider's relationship with the County. The County reserves the right to request a change in the project manager if it feels the relationship is not progressing smoothly. The service provider's project manager will work with County-provided project manager who will liaise with internal County teams and resources for the delivery of County-owned project tasks.

- **Q4.10.** Provide a Project Implementation Plan. The plan and explanation of it should contain the items listed below at a minimum.
 - Days from contract being fully executed to start of implementation.
 - Days from start of implementation to User Acceptance Testing and "go-live".
- **Q4.11.** Provide a structured overview of the service provider's methodology and planning.
 - What project methodology does the service provider use? (e.g., Waterfall, Agile, etc.)
 - How will the service provider structure the project phases?
- **Q4.12.** How does the service provider handle migration planning for complex/legacy systems and custom applications?
- **Q4.13.** How does the service provider assess workload criticality and define migration waves/groups?
- **Q4.14.** Provide an overview of the service provider's risk management experience.
 - How does the service provider identify and manage risks throughout migration?
 - What are the most common risks the service provider has encountered and how were they mitigated?
 - How does the service provider ensure rollback/recovery plans are in place for each migration phase?

- **Q4.15.** What tools and methods does the service provider use for project communication and status reporting?
 - What is the service provider's communication plan during the project?
 - What reporting tools will the service provider use to track progress?
 - How does the service provider escalate and report issues?
- **Q4.16.** Provide a Statement of Work that breaks down the system implementation by sub-project and delineates the service provider and the County responsibilities within each milestone task.
- **Q4.17.** How does the service provider handle testing, reviews, and validation to ensure high-quality outcomes?
 - How does the service provider ensure quality during and after the migration?
 - How does the service provider validate the integrity and performance of migrated workloads?
- **Q4.18.** Identify all personnel that will be a part of the service provider's project team. Provide the following information at a minimum.
 - Resume of the proposed project personnel.
 - List of related engagements similar to the proposed engagement.
- **Q4.19.** Please describe the service provider's method for forecasting, tracking, and controlling project costs.
 - How does the service provider estimate migration costs and track against the budget?
 - What tools or practices does the service provider use for cost optimization in Azure?
 - How does the service provider manage scope creep that may affect budget?
- **Q4.20.** How does the service provider ensure a smooth transition and support following migration?
 - What services does the service provider provide after migration? (Hypercare, monitoring, etc.)
 - How will the service provider ensure knowledge transfer to the County's IT team?
 - What documentation will be delivered at project closeout?
- **Q4.21.** Identify a project manager who will be the primary point of contact with the County for the duration of the project through formal project acceptance. The proposed project manager and selected service provider executive representatives should be available for interviews should the County choose to include those as a part of the demonstrations for which short-listed service provider will be required to participate.

- **Q4.23.** Describe the type of support the service provider will require from the County to fulfill this contract.
- **Q4.24.** The County requires a design/configuration review process and approval to confirm that the proposed solution meets all proposed user requirements before commencing migration activities.

Implementation support and site preparation

The service provider, with appropriate involvement from County employees, must perform all tasks required to install and implement the proposed solution, including all software installation, service provider-configuration, instruction, professional services, and guidance on user-configuration, testing. The service provider must use the County's Global Protect VPN in order to remote access to the County network.

Site preparation and bandwidth requirements assessment

As part of the proposal response, the service provider shall state the minimum and maximum bandwidth requirements, as well as other permitted ranges of environmental variations, necessary for the satisfactory operation of the proposed solution.

- **Q4.25.** Describe all environmental requirements for all recommended and/or proposed components of the proposed solution. This would include the following (if required):
 - The latency between the County and the solution environment.
 - Documented connection speeds up and down, from the cloud solution.

Change management

Managing process changes associated with implementing the migrated systems will be a critical component of project success. The County expects the service provider to work with the County's Project Team and agency Subject Matter Experts (SMEs) to identify process changes and provide guidance on implementation strategies that provide maximum benefit to the Department.

- **Q4.26.** Describe any related change control and change management process that will be used by the service provider's project management team during the management of the implementation of the proposed solution.

Testing

The implementation must include adequate provisions for performance and reliability testing for applications migrated to the Azure Cloud environment. The County requires service provider involvement in the development and execution of test plans to assure that the systems deliver the expected results.

Acceptance tests

Satisfactory completion of a mutually agreed-upon Acceptance Test for each stage of the implementation is required, as is a Final Acceptance Test in a fully

integrated environment, to ensure components work together as intended. The Acceptance Test will include a confirmation of each functional requirement identified as provided in the service provider's proposal, in addition to required performance and reliability acceptance procedures that the County may require.

The County requires three types of acceptance tests: performance, reliability, and UAT. The proposed acceptance test strategy must address all three types of acceptance tests.

Acceptance tests will be conducted first on each system component, including all applicable interfaces, independently. Upon acceptance of all systems, a final set of Performance and Reliability Acceptance Tests will be performed on the integrated Solution to ensure that all systems work together as intended and at the contracted performance levels.

The County will notify the selected service provider of the successful completion of each test in accordance with task completion requirements in the Statement of Work (SOW).

Error reporting

During each type of user testing County personnel will report errors. The error reporting will describe to support service staff the malfunction in reasonable detail and the circumstances under which the malfunction occurred or is occurring. With the assistance of support service staff members, classify the malfunction based on mutually agreed upon severity levels. The County shall provide all reasonably available information requested by the selected service provider that is necessary to complete its request for technical services. Upon detection of any malfunctions in any of the covered applications, the County shall provide the selected service provider a listing of command input, resulting output, and any other data, including databases and back-up systems, that the selected service provider may reasonably request and is reasonably available to reproduce operating conditions similar to those present when the malfunction occurred.

Performance/Stress testing requirements

The purpose of the Performance Test is to demonstrate and document, as necessary, the selected service provider's performance requirements. The Performance Test will be conducted at the successful implementation of each system and again when all systems have been successfully implemented.

To pass the Performance Test, the proposed solution or system must, for 30 consecutive calendar days, perform successfully, in accordance with the performance requirements stated in this proposal.

- **Q4.27.** Describe how the service provider will conduct and certify the performance and stress testing of the solution that meets the requirements stated above.

System performance and testing requirements

The following performance criteria are provided as a guide in designing the solution and form the basis for acceptance testing of the implemented solution.

- The solution shall conform to the requirements specified in this proposal.
- All inquiry and file maintenance functions shall be performed without adversely affecting system performance and system operations
- The system shall provide problem-free interoperability for all the solution components specified in this document.
- Users shall not be required to halt system operations system administration tasks.

The service provider will not be responsible for the processing time of external systems when such systems are involved in a transaction. It is understood that factors such as network latency, external system responsiveness, the performance of the network, system load, and any external systems, i.e., queries to state databases, may negatively affect such times and may need to be analyzed as part of the response time determination should an issue with these times occur.

- **Q4.28.** Outline details describing how system testing will be conducted that meets the requirements outlined above. This includes a description of how each of the following system tests are administered and reported upon both system response times and system availability.
- **Q4.29.** Describe how issues identified in testing are addressed as part of the system testing process the service provider will use. Include the definition and response time frames for error severity levels the service provider will use.

Reliability testing requirements

The purpose of the Reliability Test, as part of the overall Solution acceptance requirements, is to demonstrate the operational capability and reliability of the solution and system components. The Reliability Test will be conducted at the successful implementation of each system component and again when all system components have been successfully implemented.

To complete the Reliability Test successfully the following must occur:

- All systems must demonstrate full availability for 30 consecutive days.
- System performance will continue to meet the functional requirements of the Contract, as tested, or verified by County personnel at any time.
- If the solution or any system component falls below the required availability requirement, the Reliability Test will be stopped. At this time, the selected service provider is to correct any deficiencies in preparation for a retest. If the deficiencies are of such severity that the retest cannot be initiated within 15 days of the initial failure, the selected service provider is to prepare a Correction Plan that details the reason for the failure and proposed correction.

The selected service provider will have three opportunities to complete the Reliability Test over a period of 90 days. All responding service providers are expected to outline details as to how they meet the reliability testing requirements identified above.

- **Q4.30.** Outline details describing how they will conduct reliability testing that meets the requirements outlined above. Include assurance that the above stated requirements for reliability testing will be met and any deviations to those requirements.

Application errors

Upon notification, the selected service provider will promptly correct malfunctions in any of the covered applications/solution components discovered by the County during the term of this agreement, provided (a) the County provides all information regarding such malfunction that may be requested by the selected service provider and reasonably available to the County as defined in the following error reporting section, and (b) the County has provided the selected service provider with remote access to the solution as required by the contract.

- **Q4.31.** Outline details describing how they will conduct Application testing that meets the requirements outlined above. Include assurance that the above stated requirements for application testing will be met and any deviations to those requirements.

Documentation

Documentation must be provided to support the solution, as well as County agency business processes pertaining to the solution. Any solution tools or utilities that are desirable to tune, test, maintain, or support the systems must be specified in the documentation. Any tailoring or configuring must be documented and delivered to the County. At a minimum, as applicable, the service provider shall provide the County with the following:

- Configuration documentation.
- Interface documentation.
- System Administration documentation.
- Database setup and maintenance.
- System documentation.
- Disaster recovery documentation.
- A complete low-level solution component diagram that not only shows solution components, but also how it will connect the user and County to the cloud-based solution.
- A complete solution component diagram that not only shows solution components, but also how it will connect the user and County to the cloud-based solution.

Part V References

References: The quality of references and their feedback will be taken as further indication as to the service provider's ability to provide, implement, and support the solution proposed to the County.

This section of the proposal response should be identified as "**SECTION 5 – REFERENCES**" and include the items listed below in the order indicated below.

The service provider is to complete and include in the proposal response the enclosed reference sheet. The County will gather feedback from each reference as part of the evaluation process. It is the responsibility of the service provider to verify that the contact information provided is accurate.

Each service provider is to provide a minimum of three (3) references for projects that meet the following criteria:

- Successfully implemented the proposed solution.
- Project(s) has been completed within the past five (5) years.
- The reference(s) are for organizations of similar size and complexity as the County, or larger.

Part VI Pricing

Pricing: This section details the pricing elements for the proposed System. It includes response several interrogatory questions and the submission of the pricing for the full proposed solution that should be submitted using the ***Exhibit C – Pricing Response Workbook***. **This should be submitted in a separate sealed envelope.**

Please Note: In addition, the County expects implementation and managed services costs associated with the proposed solution to be priced on a project basis, not hourly rates. The specific pricing milestones will be mutually agreed upon during contract negotiations and execution stages with the selected service provider.

The service provider is to provide all pricing as a separate file with this proposal response. The pricing should include all elements of the proposed solution and clearly indicate the level of detail requested by using the costs in the format supplied in the Pricing Workbook.

Exhibit C – Pricing Response Workbook includes the following worksheets:

- Instructions Worksheet
- Pricing Details Worksheet
- Master Application List

All prices must be detailed, and no modifications will be allowed to ***Exhibit C – Pricing Response Workbook***.

All pricing associated with the proposed solution should be included on the Worksheet labeled “Pricing Details”. The other Worksheet should not be altered by the service provider or have entries made on them. Shaded cells are locked, and no data can or should be entered in them. Rows can be added within tables to reflect additional cost elements that make up the total cost of that particular category. More detailed instructions are provided within the Pricing Workbook.

The County is tax-exempt. No additional charges, e.g., transportation, container packing, installation, training, out-of-pocket expenses, will be allowed unless so specified. The service provider must complete all applicable price worksheets, indicating on each worksheet any assumptions/clarifications for the specific pricing.

The completed pricing sheet in printed and electronic format should be returned in a separate sealed envelope from the rest of the proposal response material.

Part VII Optional Interview

Optional Interview: The service provider’s solution capabilities and response to oral questions will be considered an indicator of the robustness of the proposed solution and the service provider’s ability to meet the functional requirements in a manner that is seamless and consistent with the County’s vision, processes, and timelines. At the County’s discretion, product demonstrations prior to making a final selection may be required. The demonstrations will follow a County-structured format.

Evaluation Criteria

A selection committee will be established consisting of staff members and one independent evaluator. The County will evaluate each submittal carefully. Proposals will be evaluated based on the following criteria:

CRITERIA		POINTS
Part I		
I.	Responsiveness	5
II.	Experience & Qualifications	15
III.	Solution Description	45
IV.	Implementation & Project Management	10
V.	References	15
Sub-Total Points		90
Part II		
VI.	Pricing (To be submitted in separate, sealed envelope.)	10
Sub-Total Points		100
Part III		
V.	Optional Interview	10
Total Points		110

Proposal evaluation

Basis of Short-Listing / Selection

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

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

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

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

All interviews sessions will be the sole responsibility of the proposing service providers and at no cost to the County.

If an agreement with the highest-ranked service provider cannot be reached, the County may then negotiate with the second-ranked service provider and so on until a satisfactory agreement has been reached.

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

REFERENCES

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

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

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Service Provider Name _____

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Service Provider Information Page

The services to be performed under this Agreement shall commence upon final execution of the contract document.

Certification Of Non-Collusion In Bid Preparation _____

Signature

Date

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

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 offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of quote 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 quote 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 vendors.

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ E-mail address _____

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

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

1 DEFINITIONS

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

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

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

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

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

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

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

7 TERMINATION OF AGREEMENT FOR CAUSE

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

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

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

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

11 COVENANT AGAINST CONTINGENT FEES

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

12 INSURANCE

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

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

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

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

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

13 PROHIBITED INTERESTS

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

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

14 SUBCONTRACTING

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

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

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

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

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

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

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any

additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

RP027-25

Provision of the Design and Implementation of a Migration to Azure Cloud

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

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

1. TERM:

This contract shall commence upon execution and be in effect for _____ consecutive calendar days.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

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

10. WAIVER:

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

11. SEVERABILITY:

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

12. GOVERNING LAW:

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

13. MERGER CLAUSE:

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

[Signatures Next Page]

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

GWINNETT COUNTY, GEORGIA

By: _____

ATTEST:

APPROVED AS TO FORM:

SERVICE PROVIDER: _____

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)



CODE OF ETHICS AFFIDAVIT

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

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

1. _____
Company Submitting Bid/Proposal

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

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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____

Authorized Officer or Agent Signature

Sworn to and subscribed before me this

_____ day of _____, 20____

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

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



**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
My Commission Expires: _____

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).



**PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS
(FOR PROJECTS LESS THAN \$5,000,000)**

Insurance:

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of

Commissioners. The Contractor and their Subcontractor’s/Vendor’s Certificate of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification or non-renewal of any insurance policy listed on Certificate. Upon request, Contractor shall provide the County with certified copies of all required insurance policies.

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.)
- Primary and Non-Contributory Endorsement to be specified in writing
- Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- 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
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident \$1,000,000

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker’s Compensation & Employer’s Liability Coverage to include:

Workers Compensation	Georgia State Statutory Limits
Employers Liability	
Bodily Injury by Accident – Each Accident	\$ 500,000
Bodily Injury by Disease – Policy Limit	\$ 500,000
Bodily Injury by Disease – Each Employee	\$ 500,000

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (higher limits may be required depending on the extent of contract):

Each Occurrence and Aggregate Limit \$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Builder’s Risk Insurance or Installation Floater Insurance (with the exception for work where the County secures project Builders Risk):

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia (“Insurance Commissioner”), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

Property Insurance:

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the

performance of the Contractor’s work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Professional Liability (Errors and Omissions):

Claim/Wrongful Act: \$1,000,000 limit of insurance General

Aggregate: \$2,000,000 limit of insurance

- In the event that any professional liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

Pollution Liability Insurance: Applies if scope of work requires the handling and/or transportation of hazardous materials including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law. Could add “or scope of work involves grading, concrete, de-watering, underground utilities, exterior insulation and finish systems (EIFS); fire protection; HVAC; plumbing; roofing; exterior siding, stucco, or skin of any type, flashing, installation of skylights, windows, storefronts, or exterior doors; waterproofing, exterior sheet metal; rough carpentry; or any other trades as The County may designate”, then the

following Pollution Liability Insurance shall meet or exceed the following minimum

<u>requirements:</u> Per Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an “Occurrence” basis or on a “Claims Made” basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.
- Gwinnett County and their respective officers, directors and employees, and any other parties required by The County shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose.
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.

Crane Insurance: Applies if any work to be performed involves the use of any owned, leased, chartered, or hired crane of any type:

Occurrence Limit \$5,000,000

- Evidence of coverage in the form of a Certificate of Insurance shall be provided to The County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger’s Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care.

Crime or Fidelity Insurance:

Limit of Insurance \$1,000,000

- The Contractor shall maintain employee dishonesty and computer fraud coverage including, but not limited to, dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor’s supervision or control.
- Contractor shall be liable for money, securities, or other property of County
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.

Cyber Liability Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive data, including but not limited to personally identifiable, health, or payment card data or the related hosting of database(s) or internet site(s):

Limit of Insurance per Claim \$1,000,000

Aggregate Limit \$1,000,000

- The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
 - If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
 - The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.
- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an additional insured on General Liability, Auto Liability, Umbrella Liability, Pollution, Crane and Aviation (if applicable) policies.
- C. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
- D. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non- admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non- resident.

*See above note regarding Professional Liability

- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.
- H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor will state that it is primary over any insurance program carried by the County.\

- J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as a 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.
- L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is 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.
- N. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the contractor or their insurer relating to a County project shall be made available to the County upon its request.
- O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

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

RP027-25

DG

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

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

*****ATTENTION*****

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

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

I. PREPARATION OF SUBMITTAL

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

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written

communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were 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 E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.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@gwinnettcounty.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 fourth floor of the Charlotte J. Nash Building. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED.**