



July 16, 2019
REQUEST FOR PROPOSAL
RP024-19

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Service Providers for the **Provision of SAP Maintenance and Support Services on Annual Contract** with four (4) additional one year options to renew for the **Department of Financial Services**.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 p.m. local time on Wednesday, August 14, 2019** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting Service Providers will be read at 3:00 p.m. A list of Service Providers submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 a.m. on Monday, July 29, 2019**, at the Gwinnett County Purchasing Office, above address. All interested parties are urged to attend.

Questions regarding proposals should be directed to Marlo Puckett, Purchasing Associate III at marlo.puckett@gwinnettcounty.com no later than **Friday, July 31, 2019 at 3:00 p.m.** Proposals are legal and binding upon the bidder when submitted. One unbound original, seven (7) exact copies, and one electronic copy on disc or flash drive should be submitted. **The fee schedule is to be submitted in a separate sealed envelope and should not be included in the copies mentioned above.**

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

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Susan Canon, 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.

Marlo Puckett, CPPB
Purchasing Associate III

The following pages should be returned with your proposal:

- Fee Schedule (Return in a separate envelope) Page 33**
- Service Provider Information, Page 34**
- References, Pages 37-41**
- Code of Ethics Affidavit, Page 42**
- E-Verify Affidavit, Page 43**



Background and Current ERP Solution Ecosystem

Gwinnett County is located approximately 30 miles northeast of Atlanta, Georgia (USA). Created in 1818 by state legislature the County is named for Button Gwinnett, signer of the Declaration of Independence. For the past twenty years the County has been noted as one of America’s fastest growing counties. As of 2016, Gwinnett County has a population of approximately 920,000 and covers 437 square miles. There are sixteen municipalities within Gwinnett County.

The County provides a full range of services including police, fire, emergency dispatch, sheriff, water, sanitation services, planning and development, judicial court services, parks and recreation and a variety of other services to its citizens and visitors alike.

Currently, Gwinnett County uses SAP as its Enterprise Resource Planning (ERP) system and it performs most of the County’s critical financial and human capital management business processes. The current software release versions are SAP ECC (Rel 2005, SP30), SAP CRM (Rel 7 SP19), SAP SRM (Rel 7 SP21), SAP Solution Manager (Rel 7.2 SP07), SAP BW (Rel 2005, SP30), Netweaver (7.4 SP14), Business Objects (Business I 4.2 SP600), Crystal Reports (Enterprise 4 SP5) and associated modules. Below is a brief description of each of the primary function performed by the current ERP solution:

Primary Function	Description
General Ledger	All business functions necessary to ensure all journal entries posted are supported by proper evidential matter, are initiated and reviewed by authorized individuals, are reflective of underlying transactions and events, and that there is a proper segregation of duties in the channels of review.
Fixed Asset Accounting	All business functions required to obtain, manage, and dispose of Fixed Assets and Assets Under Construction. This includes such functions as the settlement of capital project outlays and expenditures, asset management and depreciation, and capitalized interest.
Financial Reporting	All business functions necessary to map each general ledger account to its respective financial statement classification, and to verify and compile this financial data in order to produce the County’s required annual reports and the specific statistical and financial information contained therein.
Human Capital Management	All business functions necessary to plan for, hire, develop, assign, sustain, and separate staff throughout their tenure of employment with the County. These include personnel records management, annual performance cycle management and training and certifications tracking. It also supports the timely and accurate enrollments into benefits programs, as well as the administration of structured benefit and pension plans with defined eligibility.
Payroll Administration	All business functions necessary to manage the County’s payroll processes including multiple wage types and pay cycles and time & attendance tracking over multiple work schedules and time types.
Procure To Pay	All business functions necessary to define a need for, acquire and pay invoices for goods or services. These processes include procurement of goods and services, contract administration, maintaining vendor master data and the timely payment of vendors.

Primary Function	Description
Treasury Management	Encompasses the business functions necessary to manage the County's treasury functions. These include cash, accounts receivable, investment and debt management, cash flow forecasts, including banking operation oversight and management, tracking and recording investments, cash flow reconciling year-end cash, receivable and investment balances.
Utility Invoicing	All business functions necessary to manage and bill customers who receive utility services such as water, sewerage and solid waste, and customers who acquire and renew business licenses. These processes include meter reading, meter data management, scheduling, billing, invoicing, customer service and integration to customer relationship management.
Warehouse and Inventory Management	All business functions necessary to control and administer warehouse operations from the time goods are received until they are moved out.
Budget Management	Encompasses all business functions necessary to plan, formulate, create, execute against, control, and report on the budget and business activities of the County. This includes fund, as well as, position budgeting and control.
Grants Management	All business functions necessary to plan, formulate, create, execute against, control, and report on the budget and business activities of grants received by the County.
Customer Relationship Management	All business functions that automate and integrate customer-facing activities: sales, and customer service

In addition to the core applications there are multiple applications and systems that interface/integrate with SAP. Below is a brief description of some of them:

Interface/Integration	Description
FileNet	Invoices, training certifications, ISU refund req, and travel
Interactive Voice Response (IVR)	Interface with communication systems and functionality
Gwinnett County Website	Water Resources and other online bill pay functionality, unclaimed funds search, charitable donations
Worksoft	Automated application testing tool
Ancile uPerform	Application to create training and simulation content
ARC Logic	Meter reading, field work orders
iNovah	Cashiering system primarily for water, sewer & solid waste payments
Accela	Citizen web access
GIS	Water consumption, meter information, parcel identification numbers
CJIS	Employee status
Aumentum	Property tax processing
AssetWorks	Fleet management
Icon Software	Juror management system
JCATS Defender	Indigent defense invoice processing
Elavon	Credit card processing
OrgPlus	Human Resources Position Control
Smarty Streets	Uniserve address verification
BSI	Payroll and other Tax Updates
TIN Check	Tax ID Verification
Wells Fargo	ACH and Positive Pay
Bank of America	Purchase Card Processing
Corporater	Strategy and Performance Management

A graphical representation of all the existing systems that make up this ERP Solution, as well as additional systems within the total ecosystem can be found in **Attachment A** of this document.

Relevant Other Gwinnett County Initiatives

There are several other initiatives that also affect either the application or the infrastructure that supports the ERP Solution ecosystem. These include, but are not limited to project management applications, a network upgrade, high availability and disaster recovery, an archiving solution, UniCode conversion, and others for various departments.

Gwinnett County Enterprise Resource Management Stakeholders

Gwinnett County ERP key stakeholders include the following departments: Information Technology, Finance, Human Resources, and Water Resources. Other County stakeholders include but are not limited to Department of Transportation, License and Revenue, Department of Support Services, Fire and Emergency Services, Police Services, Sheriff, and Corrections.

Gwinnett County Information Technology Services (DoITS) – The Gwinnett County DoITS is made up of various sections and is responsible for the maintenance, support, and customization of our current ERP solution. The Department currently has an authorized strength of 146 employees. The Department is organized into the Office of the Chief Information Officer and twelve divisions: ERP Solutions, Business Solutions, Business Strategic Services, Network and Communications, Systems and Storage, Security, Web Solutions, Desktop and Field Support, Service Desk, Land Information Services, Public Safety, and Fiscal and Administrative.

Gwinnett County Financial Services (DoFS) – Gwinnett County DoFS oversees the financial operations of Gwinnett County in compliance with state and federal laws, ensuring fiscal responsibility and superior bond ratings. Department functions include, but are not limited to: financial record administration, budget administration and preparation, grant management and oversight, cash and investment management, vendor and employee payment, debt issuance and monitoring management, self-insurance and liability programs management, procurement and contracts operations management, tax assessor administration, and strategic program design and deployment. The Department currently has an authorized strength of 133 employees. The Department is organized into the Office of the Chief Financial Officer and seven divisions: Accounting, Purchasing, Budget and Grants Management, Strategy and Performance Management, Standards and Controls, Tax Assessors, and Treasury.

Gwinnett County Human Resources (HR) – The Department of Human Resources consists of HR generalist teams, HRIS specialists, Benefits specialists, and an administrative support staff to provide exemplary quality services to County Departments. The Department currently has an authorized strength of 74 employees. The Department is organized into five sections: Administration, Benefits/Retirement/Workers Compensation, Operations, Technical Services, and Training.

Gwinnett County Water Resources (DWR) – Gwinnett County DWR provides safe, clean water for nearly one million residents of Gwinnett County, as well as sustainable protection of local waterbodies. Additionally, they provide water and/or sewer services to more than 240,000 customer accounts, including 24/7/365 emergency on-call services to support our water, sewer, and stormwater systems. The Department currently has an authorized strength of 681 employees. In addition to the Director’s Office the Department is organized into eleven divisions: Administration; Laboratory Services; Water Production; Planning and Permitting W&S; Engineering, Construction, and Process Continuity; Debt Service; Distribution/Collections/Warehouse; Water Reclamation; Stormwater Programs; Stormwater Maintenance; and System Development Charge Revenues.

Current SAP User Licenses:

CAT II:	514
CAT III:	3,021
CAT IV:	4,965
ESS User:	285
TOTAL:	8,785

5 Year Summary of High and Very High SAP Service Requests

See Attachment B for further detail (instructions for ftp site below)

Year	High	Very High	Total	
2014:	19	4	23	
2015:	43	7	50	Note! Implementation of SRM 7.0
2016:	31	1	32	
2017:	34	2	36	
2018:	31	5	36	
TOTAL:	158	19	177	

Current SAP contract and Attachment B can be accessed through the following ftp site:

To access the documents on the FTP site, please use the following access information.

Use internet browser to pull up address <ftp://74.174.32.37>

Username - gwinnett

Password - pub7368

Locate the "Purchasing" folder and then "RP024-19 Provision of SAP Maintenance and Support Services on an Annual Contract".

**Request for Proposal (RFP)
For SAP Maintenance and Support Services**

RFP OVERVIEW

Gwinnett County is seeking to establish criteria procuring maintenance and support of enterprise software using the locations and products listed below.

Data Center Location(s):	Lawrenceville, GA
Company Support Team Location(s):	Gwinnett County Government
Vendor Maintenance Renewal Date:	December 31, 2019

SCOPE OF WORK

Landscape Information

Vendor Product / Module	Current Release and Patch Level	Tax, Legal & Regulatory Updates? (Yes/No)	Applicable Tax & Regulatory Jurisdiction (if Yes, enter Country/Territory)	Planned Upgrade?	Additional Notes (Including specific tax & regulatory updates required)
Oracle Database	11.2.0.3, 12.1.0.2, 12.2.0.1				
SQL Database	2016 Standard Edition				
BSI	Cyclic U Regulatory 156				
SAP MDM	NETWEAVER 7.4 MDM_CONNECTOR / MDM_JAVA_API / MDM_CAT / MDM server version 7.1.19.112 Win64				
Business Objects	SAP BusinessObjects Business I 4.2 SP6 Patch 600				
Crystal Reports	SAP Crystal Reports 2013 SP5 ver 14.1.5.1501				
Crystal Reports	SAP Crystal Reports for enterprise 4 SP5 ver 14.1.4.1501				
mySAP EP Tech Install	SAP Enterprise Portal NETWEAVER 7.4 Support Pack Stack 14				
Syclo Acquisition - T Inst	SAP ERP (Need to get with DWR) – We only pay for the licenses				

Vendor Product / Module	Current Release and Patch Level	Tax, Legal & Regulatory Updates? (Yes/No)	Applicable Tax & Regulatory Jurisdiction (if Yes, enter Country/Territory)	Planned Upgrade?	Additional Notes (Including specific tax & regulatory updates required)
SAP BW - POSDM	REL 100; SP02 06/13				
SAP BW - EHP7 FOR SAP ERP	REL 6.0; SP16 03/2018				
SAP BW - SAP ERP	REL 2005;SP30 01/2018				
SAP BW - SAP NETWEAVER	REL 7.4;SP19 02/2018				
SAP_BASIS	REL 740;SP19				
SAP_ABA	REL 740;SP19				
SAP_GWFND	REL 740;SP19				
SAP_UI	REL 740;SP20				
PI_BASIS	REL 740;SP19				
ST-PI	REL 740;SP7				
BI_CONT	REL 747;SP22				
SAP_BW	REL 740;SP19				
MDG_FND	REL 747;SP16				
SAP_BS_FND	REL 747;SP16				
WEBCUIF	REL 747;SP16				
FINBASIS	REL 747;SP16				
FSCM_CCD	REL 617;SP16				
RTLPOSDM	REL 100_731;SP2				
SEM-BW	REL 747;SP16				
ST-A/PI	REL 01S_731;SP3				
SAP CRM - EHP3 FOR SAP CRM	REL 7.0;SP 16 03/2018				
SAP CRM - SAP CRM	REL 7;SP19 06/2017				
SAP CRM - SAP NETWEAVER	REL 7.4;SP19 02/2018				
CRM - SAP_BASIS	REL 740;SP19				
CRM - SAP_ABA	REL 740;SP19				
CRM - SAP_GWFND	REL 740;SP19				
CRM - SAP_UI	REL 740;SP20				
CRM - PI_BASIS	REL 740;SP19				
CRM - ST-PI	REL 740;SP7				
CRM - SAP_BW	REL 740;SP19				
CRM - MDG_FND	REL 747;SP16				
CRM - SAP_AP	REL 700;SP36				

Vendor Product / Module	Current Release and Patch Level	Tax, Legal & Regulatory Updates? (Yes/No)	Applicable Tax & Regulatory Jurisdiction (if Yes, enter Country/Territory)	Planned Upgrade?	Additional Notes (Including specific tax & regulatory updates required)
CRM - SAP_BS_FND	REL 747;SP16				
CRM - WEBCUIF	REL 747;SP16				
CRM - BBPCRM	REL 713;SP16				
CRM - ST-A/PI	REL 01S_731;SP3				
CRM - V5BASIS	REL 50000;SP0				
CRM - V5MAIL	REL 50000;SP0				
CRM - V5POST	REL 50000;SP0				
SAP SRM (WITH SAP EBP)	REL 7.0 / SPNW7.01; SP21 02/2018				
SAP SRM SAP MDM CATALOG MGMT.	REL 7.02				
SAP SRM EHP3 FOR SAP SRM	REL 7.0;SP16 03/2018				
SAP SRM SAP NETWEAVER	REL 7.4;SP19 02/2018				
SRM SAP_BASIS	REL 740;SP19				
SRM SAP_ABA	REL 740;SP 19				
SRM SAP_GWFND	REL 740;SP19				
SRM SAP_UI	REL 740;SP20				
SRM PI_BASIS	REL 740;SP19				
SRM ST-PI	REL 740;SP7				
SRM SAP_BW	REL 740;SP19				
SRM MDG_FND	REL 747;SP16				
SRM SAP_AP	REL 700;SP36				
SRM SAP_BS_FND	REL 747;SP16				
SRM WEBCUIF	REL 747;SP16				
SRM CCM	REL 200_700;SP15				
SRM MDM_TECH	710_731;SP6				
SRM SRM_PLUS	REL 713;SP15				
SRM SRM_SERVER	REL 713;SP16				
SRM ST-A/PI	REL 01S_731;SP3				
ECC EHP7 FOR SAP ERP	REL 6.0;SP16 03/2018				
ECC SAP ERP	REL 2005;SP30 01/2018				
ECC SAP NETWEAVER	REL 7.4;SP19 02/2018				
ECC SAP_BASIS	REL 740;SP19				
ECC SAP_ABA	REL 740;SP19				

Vendor Product / Module	Current Release and Patch Level	Tax, Legal & Regulatory Updates? (Yes/No)	Applicable Tax & Regulatory Jurisdiction (if Yes, enter Country/Territory)	Planned Upgrade?	Additional Notes (Including specific tax & regulatory updates required)
ECC SAP_GWFND	REL 740;SP19				
ECC SAP_UI	REL 740;SP20				
ECC PI_BASIS	REL 740;SP19				
ECC ST-PI	REL 740;SP7				
ECC SAP_BW	REL 740;SP19				
ECC MDG_FND	REL 747;SP16				
ECC SAP_AP	REL 700;SP36				
ECC SAP_BS_FND	REL 747;SP16				
ECC WEBCUIF	REL 747;SP16				
ECC MDG_APPL	REL 617;SP16				
ECC SAP_APPL	REL 617;SP16				
ECC SAP_FIN	REL 617;SP16				
ECC SAP_HR	REL 604;SP132				
ECC SAP_HRCAR	REL 604;SP132				
ECC SAP_HRCAT	REL 604;SP132				
ECC SAP_HRCAU	REL 604;SP132				
ECC SAP_HRCBE	REL 604;SP132				
ECC SAP_HRCBR	REL 604;SP132				
ECC SAP_HRCCA	REL 604;SP132				
ECC SAP_HRCCH	REL 604;SP132				
ECC SAP_HRCCL	REL 604;SP132				
ECC SAP_HRCCN	REL 604;SP132				
ECC SAP_HRCDE	REL 604;SP132				
ECC SAP_HRCDK	REL 604;SP132				
ECC SAP_HRCES	REL 604;SP132				
ECC SAP_HRCFI	REL 604;SP132				
ECC SAP_HRCFR	REL 604;SP132				
ECC SAP_HRCGB	REL 604;SP132				
ECC SAP_HRCHK	REL 604;SP132				
ECC SAP_HRCID	REL 604;SP132				
ECC SAP_HRCIE	REL 604;SP132				
ECC SAP_HRCIN	REL 604;SP132				
ECC SAP_HRCIT	REL 604;SP132				
ECC SAP_HRCJP	REL 604;SP132				
ECC SAP_HRCKR	REL 604;SP132				

Vendor Product / Module	Current Release and Patch Level	Tax, Legal & Regulatory Updates? (Yes/No)	Applicable Tax & Regulatory Jurisdiction (if Yes, enter Country/Territory)	Planned Upgrade?	Additional Notes (Including specific tax & regulatory updates required)
ECC SAP_HRCKW	REL 604;SP132				
ECC SAP_HRCKZ	REL 604;SP132				
ECC SAP_HRCMX	REL 604;SP132				
ECC SAP_HRCMY	REL 604;SP132				
ECC SAP_HRCNL	REL 604;SP132				
ECC SAP_HRCNO	REL 604;SP132				
ECC SAP_HRCNZ	REL 604;SP132				
ECC SAP_HRCOM	REL 604;SP132				
ECC SAP_HRCPH	REL 604;SP132				
ECC SAP_HRCPT	REL 604;SP132				
ECC SAP_HRCQA	REL 604;SP132				
ECC SAP_HRCRU	REL 604;SP132				
ECC SAP_HRCSE	REL 604;SP132				
ECC SAP_HRCSG	REL 604;SP132				
ECC SAP_HRCTH	REL 604;SP132				
ECC SAP_HRCTW	REL 604;SP132				
ECC SAP_HRCUN	REL 604;SP132				
ECC SAP_HRCUS	REL 604;SP132				
ECC SAP_HRCVE	REL 604;SP132				
ECC SAP_HRCZA	REL 604;SP132				
ECC SAP_HRGXX	REL 604;SP132				
ECC SAP_HRRXX	REL 604;SP132				
ECC EA-IPPE	REL 617;SP8				
ECC EA-APPL	REL 617;SP16				
ECC EA-DFPS	REL 617;SP16				
ECC EA-FIN	REL 617;SP16				
ECC EA-FINSERV	REL 617;SP16				
ECC EA-GLTRADE	REL 617;SP16				
ECC EA-HR	REL 607;SP82				
ECC EA-HRCAR	REL 607;SP82				
ECC EA-HRCAT	REL 607;SP82				
ECC EA-HRCAU	REL 607;SP82				
ECC EA-HRCBE	REL 607;SP82				
ECC EA-HRCBR	REL 607;SP82				
ECC EA-HRCCA	REL 607;SP82				

Vendor Product / Module	Current Release and Patch Level	Tax, Legal & Regulatory Updates? (Yes/No)	Applicable Tax & Regulatory Jurisdiction (if Yes, enter Country/Territory)	Planned Upgrade?	Additional Notes (Including specific tax & regulatory updates required)
ECC EA-HRCCH	REL 607;SP82				
ECC EA-HRCCL	REL 607;SP82				
ECC EA-HRCCN	REL 607;SP82				
ECC EA-HRCDE	REL 607;SP82				
ECC EA-HRCDK	REL 607;SP82				
ECC EA-HRCES	REL 607;SP82				
ECC EA-HRCFI	REL 607;SP82				
ECC EA-HRCFR	REL 607;SP82				
ECC EA-HRCGB	REL 607;SP82				
ECC EA-HRCHK	REL 607;SP82				
ECC EA-HRCID	REL 607;SP82				
ECC EA-HRCIE	REL 607;SP82				
ECC EA-HRCIN	REL 607;SP82				
ECC EA-HRCIT	REL 607;SP82				
ECC EA-HRCJP	REL 607;SP82				
ECC EA-HRCKR	REL 607;SP82				
ECC EA-HRCKW	REL 607;SP82				
ECC EA-HRCKZ	REL 607;SP82				
ECC EA-HRCMX	REL 607;SP82				
ECC EA-HRCMY	REL 607;SP82				
ECC EA-HRCNL	REL 607;SP82				
ECC EA-HRCNO	REL 607;SP82				
ECC EA-HRCNZ	REL 607;SP82				
ECC EA-HRCOM	REL 607;SP82				
ECC EA-HRCPH	REL 607;SP82				
ECC EA-HRCPT	REL 607;SP82				
ECC EA-HRCQA	REL 607;SP82				
ECC EA-HRCRU	REL 607;SP82				
ECC EA-HRCSE	REL 607;SP82				
ECC EA-HRCSG	REL 607;SP82				
ECC EA-HRCTH	REL 607;SP82				
ECC EA-HRCTW	REL 607;SP82				
ECC EA-HRCUN	REL 607;SP82				
ECC EA-HRCUS	REL 607;SP82				
ECC EA-HRCVE	REL 607;SP82				

Vendor Product / Module	Current Release and Patch Level	Tax, Legal & Regulatory Updates? (Yes/No)	Applicable Tax & Regulatory Jurisdiction (if Yes, enter Country/Territory)	Planned Upgrade?	Additional Notes (Including specific tax & regulatory updates required)
ECC EA-HRCZA	REL 607;SP82				
ECC EA-HRGXX	REL 607;SP82				
ECC EA-HRRXX	REL 607;SP82				
ECC EA-PS	REL 617;SP16				
ECC EA-RETAIL	REL 600;SP30				
ECC FINBASIS	REL 747;SP16				
ECC FSCM_CCD	REL 617;SP16				
ECC-DIMP	REL 617;SP16				
ECC-SE	REL 605;SP17				
ECC ERECRUIT	REL 617;SP14				
ECC FI-CA	REL 617;SP16				
ECC FI-CAX	REL 600;SP30				
ECC INSURANCE	REL 617;SP16				
ECC IS-CWM	REL 617;SP16				
ECC IS-H	REL 617;SP24				
ECC IS-M	REL 600;SP30				
ECC IS-OIL	REL 617;SP16				
ECC IS-PRA	REL 617;SP17				
ECC IS-PS-CA	REL 617;SP16				
ECC IS-UT	REL 617;SP16				
ECC LSOFE	REL 617;SP13				
ECC PLMWUI	REL 747;SP16				
ECC SEM-BW	REL 747;SP16				
ECC ST-A/PI	REL 01S_73;SP3				
SAP SOLUTION MANAGER	REL 7.2;SP07 05/2018 FPS				
SOL MAN SAP_BASIS	REL 740;SP18				
SOL MAN SAP_ABA	REL 740;SP18				
SOL MAN SAP_GWFND	REL 740;SP20				
SOL MAN SAP_UI	REL 751;SP8				
SOL MAN CTS_PLUG	REL 200;SP24				
SOL MAN PI_BASIS	REL 740;SP18				
SOL MAN ST-PI	REL 740;SP8				
SOL MAN BI_CONT	REL 757;SP16				
SOL MAN SAP_BW	REL 740;SP18				

Vendor Product / Module	Current Release and Patch Level	Tax, Legal & Regulatory Updates? (Yes/No)	Applicable Tax & Regulatory Jurisdiction (if Yes, enter Country/Territory)	Planned Upgrade?	Additional Notes (Including specific tax & regulatory updates required)
SOL MAN IW_FNDGC	REL 100;SP5				
SOL MAN IW_GIL	REL 100;SP7				
SOL MAN MDG_FND	REL 747;SP13				
SOL MAN SAP_AP	REL 700;SP35				
SOL MAN SAP_BS_FND	REL 747;SP14				
SOL MAN WEBCUIF	REL 747;SP14				
SOL MAN BBPCRM	REL 713;SP14				
SOL MAN CPRXRPM	REL 610_740;SP9				
SOL MAN ST	REL 720;SP7				
SOL MAN ST-BCO	REL 720;SP7				
SOL MAN RTCISM	REL 100;SP0				
SOL MAN ST-A/PI	REL 01T_731;S1P				
SOL MAN ST-ICC	REL 200;SP2				
SOL MAN ST-SER	REL 720;SP13				
SOL MAN ST-UI	REL 100;SP6				
<i>Additional connections:</i>					
FileNet Connector (SAP Support)					
GoAnywhere FTP					
uPerform (Support paid thru SAP Support)					
SmartyStreets Address verification					
iNovah Cashiering System					
Worksoft					
Gwinnett County Website					
OrgPlus					
GIS					
Redwood (SAP Support)					

PROPOSAL SUBMISSION REQUIREMENTS

Content

Information requested (if not listed in the following questions) should include, but is not limited to:

- 365x24x7 Support
- Assigned Support Engineer
- Tax, Legal and Regulatory Updates
- Onboarding and Archiving
- Operational Support
- Application and Repository Fixes
- Installation and Upgrade Support
- Configuration Support
- Documentation Fixes
- Customization Fixes
- Performance Monitoring and Support
- Cloud Migration Support
- Interoperability Support
- User Interface and Mobility Support
- Strategic Roadmap Services
- Security Support
- Proactive Support Services
- Assigned Account Management

CLIENT BACKGROUND

- 1) Provide an overview of the firm and its capabilities.

Service Provider may include additional sections to the required sections if the Firm believes these to be beneficial to further explain the services offered relative to this project.

ORGANIZATION – TAB A – 10 POINTS

COMPANY INFORMATION

- 1) Please provide an overview profile of the Firm.
- 2) When was the Firm founded?
- 3) Is Firm a publicly traded company? If so, please provide the ticker and exchange.
Yes No
- 4) List and describe any acquisitions or divestitures activities within the last 3 years. Will this impact the product/service delivery?
- 5) Does the Firm currently contemplate cessation of operations, mergers, sales of pertinent services, or other significant changes to operations during the foreseeable future?

COMPANY INFORMATION (CONT.)

- 6) Describe the Firm's legal structure.
- 7) Is the Firm subject of any legal litigation? Will any of this impact the product/service delivery?
- 8) Detail the Firm's office locations and the location(s) of the staff dedicated to supporting the products/services under consideration in the RFP.
- 9) Detail the Firm's experience, including the number of years, you have been providing the types of products/services under consideration in the RFP.
- 10) Please state the total number of tier-3 support clients the Firm has signed/supported since Firm's inception. Of those clients, how many are active tier-3 support clients? Do not include other client types such as consulting, managed services, etc.
- 11) Please state the total number of full time employees.
- 12) Please state the total number of full time employees that are dedicated to tier-3 support. Do not include consultants, contractors or other outsourced resources.
- 13) Please confirm there will be no service, consulting or additional fees invoiced to the Contract Users by the Firm during the term of this agreement, except as described in this bid or mutually agreed upon in writing.
Yes No
- 14) Is the Firm's primary business enterprise software support? If so, what is the Firm's application Suite Scope (SAP and Oracle); time and materials consultancy support does not qualify)?
Yes No
- 15) Please state the Firm's annual revenue for support services only.
- 16) Please provide an overview of the Firm's most recent financial results.
- 17) In order to display the Firm's financial stability, please provide three (3) years financial reporting as an attachment to this proposal.
- 18) Has the Firm ever filed for bankruptcy? If yes, what is the status of the bankruptcy filing?

COMPANY INFORMATION (CONT.)

- 19) Has the Firm been recognized with awards by any industry or business trade groups and associations for its services? If so, please describe.
Yes No
- 20) Describe the Firm's auditing process and compliance with industry regulations.

QUALITY AND CERTIFICATIONS

- 1) Is the Firm ISO 9001:2008 certified?
Yes No
- 2) Is the Firm ISO 27001:2013 certified?
Yes No
- 3) Please list the Firm's accreditations/certifications.
- 4) Has the Firm ever experienced a loss of customer data? If yes, please describe the incident.
Yes No
- 5) Has any accreditation or certification ever been cancelled, revoked, or refused renewal at any time?
Yes No
- 6) What procedures are in place to maintain assurance of service in the event of a disaster at the Firm's facility (e.g. alternate site ramp up, customer notification, etc.)?
- 7) Describe the Firm's internal procedures for continuous quality/service improvements.
- 8) Describe how the Firm measures the success of its programs/services/delivery of products.
- 9) Describe how the Firm addresses quality issues and complaints.
- 10) Does the Firm have documented SOPs in place? If so, describe process change control process?
Yes No

PARTNERSHIPS AND ALLIANCES

- 1) Is there a dedicated team establishing formal alliances/partnerships to enhance client's applications and technology?
If yes, please state the number of dedicated internal FTEs.
Yes No
- 2) How many formal alliances/partnerships does the Firm have that are directly related to enhancing the customer support experience?

ADDITIONAL COMMENTS FOR TAB A:

TECHNOLOGY SUPPORT – TAB B – 40 POINTS
CLIENT SUPPORT MODEL

- 1) Describe client relationship governance process and the management structure organization intends to implement for managing its relationship with this account. Include a description of the minimum number/skill levels of staff this account will require to ideally interface with CRM & Management team.
- 2) Does the Firm commit to providing a regionally-based assigned Support Engineer as a single point of contact with a direct line and contact number to the Support Engineer?
Yes No
- 3) Please confirm price shall *not* include “special service” charges or surcharges. Will the Firm comply? If no, please explain.
Yes No
- 4) Pricing shall be all-inclusive as part of the support program definition (maintenance, travel, etc.). Will the Firm comply? If no, please explain.
Yes No
- 5) Does the Firm provide full customization support including development of fixes at no additional cost when requested?
Yes No
- 6) Please describe the placement or geographies of the Firm’s support engineers for the products under consideration that will facilitate a 24 x 7 x 365 ‘follow the sun’ support model for critical issues.
Yes No
- 7) Does the Firm provide a 15-minute guaranteed SLA response time for a senior engineer to begin working a critical issue? Is this 15-minute SLA available 24 x 7 x 365? If so, please describe.
Yes No
- 8) Please provide the Firm’s contractual SLAs for response times and communications updates.
- 9) Does the Firm offer multiple methods of logging a support case? Describe the methods and channels in which clients can log support cases.
Yes No
- 10) Does the Firm maintain an online incident tracking system for support? If so, please describe.
Yes No

SUPPORT FEATURES

- 1) As a Standard Support Program Feature, Operational Support is provided at no additional cost.
Yes No

- 2) As a Standard Support Program Feature, Application Fixes are provided at no additional cost.
Yes No

- 3) As a Standard Support Program Feature, Installation and Upgrade Process Support is provided at no additional cost.
Yes No

- 4) As a Standard Support Program Feature, Configuration Support is provided at no additional cost.
Yes No

- 5) As a Standard Support Program Feature, Documentation Fixes is provided at no additional cost.
Yes No

- 6) Does the Firm provide a minimum of 15 years of guaranteed support for the products/services under consideration in the RFP?
Yes No

- 7) Please provide a description of the Firm's client support model.

PRODUCT SUPPORT

- 1) Describe Firm's relationship with SAP. Is the Firm an SAP approved provider of support services, etc.? Would the Firm provide support for future upgrades, installing patches, releases, etc.? Does the Firm offer support for regional packages for rollouts, etc.?

- 2) Would the County have access to the Licensor's knowledge base through the Firm?

- 3) Can the Firm provide and commit to Bug/Break Fixes?
Yes No

- 4) Can the Firm provide and commit to support for Gwinnett County customizations?
Yes No

PRODUCT SUPPORT (CONT.)

- 5) Gwinnett County has been saving ERP data since 2004, can the Firm provide and commit to support for SAP archiving process?
Yes No
- 6) Can the Firm provide and commit to Fixes required for integration into upgrades infrastructure?
Yes No
- 7) Can the Firm provide and commit to support for checking configuration and system parameters for known issues/concerns?
Yes No
- 8) Can the Firm provide and commit to support access to existing installments to allow SAP installs and maintenance?
Yes No
- 9) Describe the Firm's support related to Solution Manager. With the loss of Solution Manager, The County will lose access to enhancement packs, notes and other functionality. Does the Firm provide an alternative to Solution Manager that provides the same functionality?
- 10) Gwinnett County is currently non-Unicode. What support does the Firm provide to ensure the County remains compliant with federal regulations? Should the County decide to move to Unicode compatibility, how would the Firm support the move to that environment?
- 11) Describe the Firm's support related to Self-Service Support.
- 12) Describe the Firm's related to Incident Management.
- 13) Describe the Firm's support related to Remote System Support.
- 14) Describe the Firm's support related to SAP Software Change Registration - Tool provided by SAP to register all manual changes to SAP source code and dictionary objects.
- 15) Does the Firm provide SAP Early Watch Alerts? - The SAP Early Watch Alert is a tool designed to guarantee smooth operation of SAP systems by keeping customers aware of status of SAP application and allow customers to take necessary actions before critical problems occurs.
Yes No

PRODUCT SUPPORT (CONT.)

- 16) Does the Firm provide SAP License Maintenance Support? – SAP Solution Manager is used to report on the named user licenses, Gwinnett County would like to know how this would be reported without Solution Manager.
Yes No
- 17) Gwinnett County currently uses Redwood Scheduler with Solution Manager for job scheduling management. Does the Firm provide support for Redwood Scheduler? If not, does the Firm provide other alternatives?
Yes No
- 18) If the County can no longer use Solution Manager, will the Firm provide technical support at no additional cost to move Redwood to a standalone server?
Yes No
- 19) Gwinnett County currently uses Central User Administration (CUA) with Solution Manager to manage user access. Does the Firm provide support for CUA? If not, does the Firm provide other alternatives?
Yes No
- 20) If the County can no longer use Solution Manager, will the Firm provide technical support at no additional cost to move CUA to a standalone NetWeaver server?
Yes No
- 21) Does the Firm provide access to SAP Notes and Knowledge Based Articles to research issues found in SAP?
Yes No
- 22) Provide at least five (5) representative resumes of SAP support engineers.
- 23) Does the Firm you support each of the products/services under consideration in the attached list with an assigned product support engineer with at least an average of 15 years' experience?
Yes No
- 24) Please state the number of internal full-time SAP support engineers. Do *not* include consultants, contractors or other outsourced resources.
- 25) What percentage of the Firm's technical staff is fully dedicated to providing only support services, versus those that also provide consulting services?
- 26) Please state the total number of tier-3 support tickets closed in the past year as a company, and for the product(s) under consideration. Do not include tickets related to consulting, managed services, etc.

PRODUCT SUPPORT (CONT.)

- 27) How many years has the Firm been providing support for the products/services under consideration?
- 28) Gwinnett County associates a high level of risk to supplier developed work-arounds or fixes because the County will not receive the same intensive and thorough testing as an SAP fix would. In addition, the work-arounds or fixes may have a ripple effect in other modules, requiring additional fixes, impacting projects, timelines and resources. How will the Firm mitigate this risk?
- 29) Even though Enhancement Packs (EHP) are doubtful after ECC EHP8 and CRM/SRM/BW EHP4, still SAP will release support packs. These support packs are twice annually and typically contains close to a 1000 notes (bug fixes). These fixes may or may not be applicable to the County's implementations but the County is getting the benefit of worldwide SAP customers identifying the bugs through testing or reporting production issues and SAP fixing them. How will the Firm help the County identify notes that may be applicable to County systems?
- 30) Purchasing a new application or module from SAP and integrating it to the existing modules may have pre-requisites. The currently implemented modules may have to be at certain release levels to work with the newly purchased module. For example, if the County decided to purchase a new budget module from SAP and this has integration to BW and ECC systems. What is the Firm's proposed solution for this type of event?

ONBOARDING AND ARCHIVING SUPPORT

- 1) Does the Firm, provide a specific onboarding service as part of standard program feature at no additional cost?
Yes No
- 2) Is there a dedicated team assigned to this onboarding service? If yes, please state the number of dedicated internal FTEs and describe their roles and responsibilities.
Yes No
- 3) Please provide detailed documentation describing the Firm's Onboarding process.
- 4) Does the Firm provide specific archiving services which assist clients with scoping and obtaining entitled components including software upgrades, updates, patches, documentation and other files pertinent to supporting the in-scope products/services according to the County's future technology requirements and strategy, as part of standard program feature at no additional cost?
Yes No
- 5) Is there a dedicated team to assist with scoping and executing the archive? If yes, please describe the team's roles and responsibilities.
Yes No
- 6) Please provide detailed documentation describing the Firm's Archiving process.
- 7) Please describe the Firm's experience scoping and assisting clients with executing their archives. How many archives has the Firm actively scoped and assisted clients with?

ONBOARDING AND ARCHIVING SUPPORT (CONT.)

- 8) After the archive is successfully executed, will it be properly indexed and available for the County to easily and quickly search? Please describe how the County will be able to search and access the contents of the County's archive?
Yes No
- 9) How many clients have performed an upgrade while under the Firm's support?
- 10) Firm will provide three (3) onboarding client references for the in-scope products/services under consideration?
Yes No
- 11) Firm shall Onboard and Archive according to ISO 9001:2008 compliant processes, covered within the scope of an ISO 9001 certification, to ensure quality and ability to update and upgrade as required in the future?
Yes No
- 12) Firm shall Onboard and Archive according to ISO 27001:2013 compliant processes, covered within the scope of an ISO 27001 certification, to ensure confidentiality, integrity, and availability of client and partner information globally?
Yes No

PERFORMANCE SUPPORT

- 1) Does the Firm provide a specific performance support service as part of standard program feature at no additional cost?
Yes No
- 2) Is this service available at no additional cost for all case priority levels, *not* just P1 and P2 issues? If so, describe this service including the scope.
Yes No
- 3) Please provide relevant Performance Support case examples.

ADVANCED TECHNICAL AND INTEROPERABLE SUPPORT SERVICES

- 1) Does the Firm provide a specific Interoperability Support service as part of standard program feature at no additional cost?
Yes No
- 2) Is there a dedicated team, separate from the Firm's support team, for this support service? If yes, please describe and state the number of dedicated internal FTEs.
Yes No

ADVANCED TECHNICAL AND INTEROPERABLE SUPPORT SERVICES (CONT.)

- 3) Is this service available at no additional cost for all case priority levels, *not* just P1 and P2 issues? If so, describe this service including the scope.
Yes No
- 4) Please provide relevant Interoperability Support case examples.

USER INTERFACE AND MOBILITY SUPPORT

- 1) Does the Firm provide a specific service, separate from support team, to help with browser or mobile interface compatibility issues as part of standard program feature at no additional cost?
Yes No
- 2) Is there a dedicated team to this support service? If yes, please describe this team state the number of dedicated internal FTEs.
Yes No
- 3) Is this service available at no additional cost for all case priority levels, *not* just P1 and P2 issues? If so, describe this service including the scope.
Yes No
- 4) Please provide relevant User Interface and Mobility Support case examples. In particular, where the Firm provided custom code changes to an SAP application because of a Microsoft or Google browser update and SAP notes to resolve the issue were not available in the customer's archive.

PROACTIVE SUPPORT SERVICES

- 1) Does the Firm provide specific proactive support services that help prevent and resolve issues before issues become problems as part of standard program feature at no additional cost, as opposed to services provided in response to a client ticket or issue request?
Yes No
- 2) Does the Firm provide a proactive case history analysis which seeks to identify a client's most common issues?
- 3) Does the Firm provide a proactive hardware monitoring service that gathers and analyzes diagnostics to predict and prevent potential issues?
Yes No

PROACTIVE SUPPORT SERVICES (CONT.)

- 4) Does the Firm provide a proactive database health check service that gathers and analyzes diagnostics to predict and prevent potential issues?
Yes No
- 5) Does the Firm provide a proactive Architecture & Release Level Assessment that maps the County's architecture and environment details to ensure long-term planning and continuity?
Yes No
- 6) Does the Firm provide proactive best practice recommendations on the configuration and operation of application and infrastructure components, including ERP applications, web servers and database servers?
Yes No
- 7) Is there a dedicated team, separate from the Firm's support team, for this support service? If yes, please describe the team and state the number of dedicated internal FTEs.
Yes No
- 8) Is this service available at no additional cost for all case priority levels, *not* just P1 and P2 issues? If so, describe this service including the scope.
Yes No

SECURITY SUPPORT SERVICES

- 1) Does the Firm provide a specific security support service as part of standard program feature at no additional cost?
Yes No
- 2) Is there a dedicated team to this support service? If yes, please describe the team and state the number of dedicated internal FTEs.
Yes No
- 3) Provide detailed information on the Firm's Risk Management approach that will be utilized during the development of proposed solutions. What are the common issues the Firm has encountered in similar implementations? How does the Firm propose to resolve/overcome these issues?
Yes No
- 4) Is this service available at no additional cost for all case priority levels, *not* just P1 and P2 issues? If so, describe this service including the scope.
Yes No
- 5) Please provide relevant Security Support case examples.

ADDITIONAL COMMENTS FOR TAB B

TECHNOLOGY SERVICES – TAB C – 10 POINTS
ACCOUNT MANAGEMENT SERVICES

- 1) Does the Firm provide a specific Account Management service as part of standard program feature at no additional cost?
Yes No

- 2) Is there a dedicated team assigned to this Account Management service? If yes, please state the number of dedicated internal FTEs.
Yes No

- 3) Please provide at least three (3) representative resumes of the Firm's full-time account managers.

- 4) Firm shall be available for reviews of internal customer satisfaction and supplier performance?
Yes No

- 5) Please describe the scope of Account Management services.

LICENSE ADVISORY SERVICES

- 1) Does the Firm offer independent software license advisory services to clients as part of standard program feature at no additional cost?
Yes No

- 2) Is this service provided by a dedicated team that assists clients with reviewing vendor license agreements and software compliance positions? If so, please describe.
Yes No

- 3) Please provide a relevant case example detailing how the Firm has assisted a client with software licensing issues and questions.

STRATEGIC ROADMAP SERVICES

- 1) Does the Firm provide a specific service to help with strategic roadmap planning and strategy to help ensure that the County can continue to use current systems well into the future, as part of standard program feature at no additional cost?
Yes No

- 2) Is there a dedicated team, separate from support team, to this support service? If yes, please describe the team and state the number of dedicated internal FTEs.
Yes No

STRATEGIC ROADMAP SERVICES (CONT.)

- 3) Is this service available at no additional cost for all case priority levels, *not* just P1 and P2 issues? If so, describe this service including the scope.
Yes No
- 4) Please provide relevant Strategic Roadmap case examples.

TAX, LEGAL, AND REGULATORY

- 1) Does the Firm scope, develop, test package and deliver global tax, legal and regulatory updates as part of standard program feature at no additional cost?
Yes No
- 2) If yes, are these updates personalized specifically to the client's requirements by product and by location?
Yes No
- 3) Please detail the process to acquire and validate customized tax, legal and regulatory updates.
- 4) Please detail the process to analyze and scope customized tax, legal and regulatory updates.
- 5) Please detail the process to develop and test customized tax, legal and regulatory updates.
- 6) Please detail the process to deliver customized tax, legal and regulatory updates, and identify lead times.
- 7) Will the Firm provide *net* payroll calculations for SAP?
- 8) Will the Firm provide payroll calculations for the application(s) and locations listed in the Applications overview table which will be developed by product and location specifically to the County's requirements?
- 9) Does the Firm have at least 8 years' experience providing full tax, legal and regulatory updates, including year-end updates, for the applications under consideration?
Yes No

TAX, LEGAL, AND REGULATORY (CONT.)

- 10) Please state the number of global tax, legal and regulatory updates the Firm has provided to clients to date.
- 11) Please state the number of clients that the Firm provides Tax Legal and Regulatory Updates for the applicable applications under consideration.
- 12) In how many states does the Firm currently deliver tax, legal and regulatory updates to customers, not just applying on the customer's behalf?
- 13) Does the Firm have customers in the state of Georgia that currently deliver tax, legal and regulatory updates to customers, not just applying them on the customer's behalf?
- 14) Please state the number of internal, full time employees (not outsourced) dedicated to tax, legal and regulatory updates.
- 15) Is tax, legal and regulatory update process covered within the scope of an ISO 9001 certification?
Yes No
- 16) Is tax, legal and regulatory update process covered within the scope of an ISO 27001 certification?
Yes No
- 17) Gwinnett County currently uses BSI software to update payroll tax information, does the Firm support this application and if not, how will the Firm transition Gwinnett County to a stand-alone version of BSI software or implement a comparable software solution?
- 18) Some of the legal changes require new development. A recent example is ACA (Affordable Care Act). Please provide examples of how the Firm provided solutions to its customers for ACA changes.
- 19) HR Service Packs are released annually by SAP to comply with new legislature, how does the Firm handle this issue?

SOFTWARE SOLUTIONS

- 1) Does the Firm offer solutions that enable an organization to quickly and cost-effectively modernize their current enterprise software with the latest features and capabilities, future-proof technical platforms against yet-unknown technology changes, and secure systems, all without a major upgrade or re-write?
Yes No
- 2) Provide detailed information on the Firm's Change Management approach and staffing model to implement proposed solution effectively, including communications, organizational readiness, and end-user training related to system and process changes.

SOFTWARE SOLUTIONS (CONT.)

- 3) Provide detailed information on Development Methodology that will be utilized during the development of proposed solution. Please provide information on how this methodology interrelates with Quality Management approach and how the development will be documented for delivery.
- 4) Provide detailed information on Deployment Methodology that will be utilized during the deployment of proposed solution.
- 5) Provide detailed information on Testing Methodology approach that will be utilized during the development of proposed solution.
- 6) If Gwinnett County does not have access to Solution Manager, provide detailed information on Implementation Methodology approach that will be utilized during the development of proposed solution.

DATABASE

- 7) Does Firm offer a Database Security solution to protect databases against known and unknown vulnerabilities (like SQL injection), including 'zero-day' exploits, without requiring regression testing and system downtime?
Yes No
- 8) Does solution monitor database shared memory with the ability to detect attacks that may be missed by network based monitoring, such as malicious stored procedures, triggers and views?
Yes No

MOBILITY

- 9) Does the Firm offer a mobility solution with a framework which can rapidly mobile-enable the County's existing applications quickly, cost effectively and without performing a software upgrade? If yes, please describe?
Yes No
- 10) Is mobility solution available in a subscription based?
Yes No
- 11) Does solution mobile-enable existing customized applications quickly, cost effectively and without heavy programming? If yes, please describe?
Yes No

REPORTING AND ANALYTICS

- 12) Does the Firm offer a business analytics solution which integrates easily with multiple data sources including enterprise applications, databases or cloud solutions? Is it able to tap multiple systems, both client-hosted and cloud applications to bring together enterprise-wide data?
Yes No
- 13) Does reporting and analytics solution offer pre-built connectors?
Yes No
- 14) Does solution conserve historical hours and effort of developing existing reports?
Yes No
- 15) Does reporting and analytics solution offer pre-defined reports and dashboards for easy setup and quick deployment? Can the output be distributed to any PC or mobile device (Apple or Android)?
Yes No
- 16) Does reporting and analytics solution support a reusable object model, single security architecture, and single metadata?
Yes No
- 17) Is reporting and analytics solution available in a subscription based pricing model?
Yes No
- 18) Does reporting and analytics solution allow for a role-based security model?
Yes No
- 19) Can reports be run ad-hoc?
Yes No

ADDITIONAL COMMENTS FOR TAB C

RESPONSE – TAB D – 20 POINTS

Capacity of the Company to respond to required changes while meeting quality standards, using a realistic estimate of time requirements.

REFERENCES – TAB E – 10 POINTS

Service Provider shall include at least five (5) different references of county organizations of the same size and complexity of Gwinnett County that have worked with the Service Provider in maintenance and support capacity specific as defined in the Scope of Work of this document.

The references provided should all be from like engagements that took place in their entirety within the last five (5) calendar years.

For each project/engagement used to provide proof of experience the following should be included:

- Jurisdiction or Agency
- Size of project and jurisdiction
- Contact Information
- Description of each project, including the project objective
- Number of staff assigned to the project full and part time
- Timeline that includes the start and finish of project at a minimum
- Total project cost
- Any training or post implementation that was provided as part of the project
- Brief statement as to the firm's adherence to the schedule and budget of the project

Information requested and evaluated from reference may include, but is not limited to, items such as project description, job performance information, functional and technical abilities, communications skills, timeliness of deliverables, accuracy, cost containment, dispute resolutions, collaboration skills, et cetera. Negative references will be reflected in the final score and may eliminate proposers from consideration for award. Typically points are deducted for no response or negative responses.

Cost Proposal – (Sealed Separately) - 10 Points – Cost information should include information that includes costs by description of service provided.

SELECTION PROCESS

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the following values assigned:

Criteria		Tab	Points
Phase I			
	Organization Company Information; Quality and Certifications; and Partnerships and Alliances	A	10
	Technology Support Client Support Model; Support Features; Product Support; Onboarding and Archiving Support; Performance Support; Advanced Technical and Interoperable Support Services; User Interface and Mobility Support; Proactive Support Services; and Security Support Services	B	40
	Technology Services Account Management Services; License Advisory Services; Tax, Legal , and Regulatory; Software Solutions, Database and Mobility; Reporting and Analytics;	C	10
	Response Capacity of the Company to respond to required changes while meeting quality standards, using a realistic estimate of time requirements.	D	20
	References	E	10
		Sub-Total	90
Phase II			
	Cost Proposal (Sealed Separately)		10
		TOTAL	100
Phase III			
	Optional Interview		10
		Potential TOTAL with Optional Interview	110

Phase One: Evaluation Committee will evaluate responses according to Service Provider's Organization, Technology Support, Technology Services, Response and References, scoring and ranking the proposals. The Evaluation Committee may short list the highest ranking proposers, opening only the fee schedules of the Service Providers making the short list.

Phase Two: Fee proposals will be opened and scored and the results will be combined with the results of Step One scoring. After this scoring, a number of the highest ranking proposers may then be short listed. This would be at the discretion of the Evaluation Committee.

Phase Three: At the discretion of the Evaluation Committee, interviews may be requested to offer a brief explanation of the Service Provider's services and how the Service Provider proposes to provide these services for the County. All costs associated with the interview (if required) will be at the expense of the proposing Service Provider. The proposals will be evaluated to select the Service Providers that rate the highest according to the criteria as indicated. The selection of the awarded Service Provider shall be the combined highest scores from all the evaluation criteria. The County reserves the right to negotiate with the selected Service Providers for rates and concessions that are in the best interest of the County.

Failure to return this page as part of the proposal document may result in rejection of proposal.

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

Item	Description	Additional Information	Fee
1.	Annual Maintenance and Support		\$
2.	Forced Upgrades/Updates (if applicable)		\$
3.	Customization Support		\$
			\$
TOTAL			\$
4.	Hourly rate for Solutions Architect		\$ /Hourly Rate
5.	Hourly rate for Managed Services		\$ /Hourly Rate
6.	Hourly rate for Consulting Services		\$ /Hourly Rate

This will be a twelve month contract with four (4) additional one-year renewal options utilizing the fees listed above. Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare proposal non-responsive.

Unless otherwise noted below, quoted prices will remain firm for four (4) additional one-year renewal periods.

First Renewal Option (year 2 of contract)	_____ % Increase	_____ % Decrease
Explanation: _____		
Second Renewal Option (year 3 of contract)	_____ % Increase	_____ % Decrease
Explanation: _____		
Third Renewal Option (year 4 of contract)	_____ % Increase	_____ % Decrease
Explanation: _____		
Fourth Renewal Option (year 5 of contract)	_____ % Increase	_____ % Decrease
Explanation: _____		

AUTHORIZED COMPANY REPRESENTATIVE SIGNATURE _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

SERVICE PROVIDER INFORMATION

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

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

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

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the service provider of the service provider'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.

Termination for Convenience: The County may terminate this agreement 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 agreement for convenience, the service provider 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 service provider, which shall itemize each element of performance.

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 proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Certification of Non-Collusion in Proposal Preparation _____

Signature

Date

Legal Business Name _____

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

Federal Tax ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ü Bodily Injury by Accident - \$100,000 each accident
 - ü Bodily Injury by Disease - \$500,000 policy limit
 - ü Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ü 1986 (or later) ISO Commercial General Liability Form
 - ü Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ü Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ü Blanket Contractual Liability
 - ü Broad Form Property Damage
 - ü Severability of Interest
 - ü Underground, explosion, and collapse coverage
 - ü Personal Injury (deleting both contractual and employee exclusions)
 - ü Incidental Medical Malpractice
 - ü Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ü Insurance company must be authorized to do business in the State of Georgia.
 - ü Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. 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.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. 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.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

Failure to return this page as part of the proposal document may result in rejection of proposal.

REFERENCES

Service Provider shall include at least five (5) different references of county organizations of the same size and complexity of Gwinnett County that have worked with the Service Provider in maintenance and support capacity specific as defined in the Scope of Work of this document.

1. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.
If yes, please explain:

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

REFERENCES (Continued)

2. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

REFERENCES (Continued)

3. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

REFERENCES (Continued)

4. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

REFERENCES(Continued)

5. Jurisdiction/Agency _____

Size of Project and Jurisdiction/Agency _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project _____

Scope of Services Provided _____

Number of Staff Assigned to the Project (Full and Part Time) _____

Completion Date _____ Total Project Cost _____

Provide a brief statement of the firm's adherence to the schedule and budget of the Project.

Was training or post implementation provided as part of the Project? ___ Yes ___ No.

If yes, please explain:

COMPANY NAME _____



CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE 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 his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

- .. 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. Sworn to and subscribed before me this _____ day of _____, 20____

BY: _____
Authorized Officer or Agent Signature

_____ Notary Public
Printed Name of Authorized Officer or Agent

_____ (seal)
Title of Authorized Officer or Agent of Contractor

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.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 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 _____, 201_____

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

Notary Public
My Commission Expires: _____

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



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 SERVICE PROVIDER 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.

**ANNUAL
SERVICE PROVIDER CONTRACT
Provision of SAP Maintenance and Support on an Annual Contract**

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

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

1. TERM:

This contract for the Provision of SAP Maintenance and Support Services on an Annual Contract shall commence _____, for a one year period with four options to renew for an additional one year period.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's proposal and all Invitations to 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 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. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). 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 (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: _____
Charlotte J. Nash, Chairman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

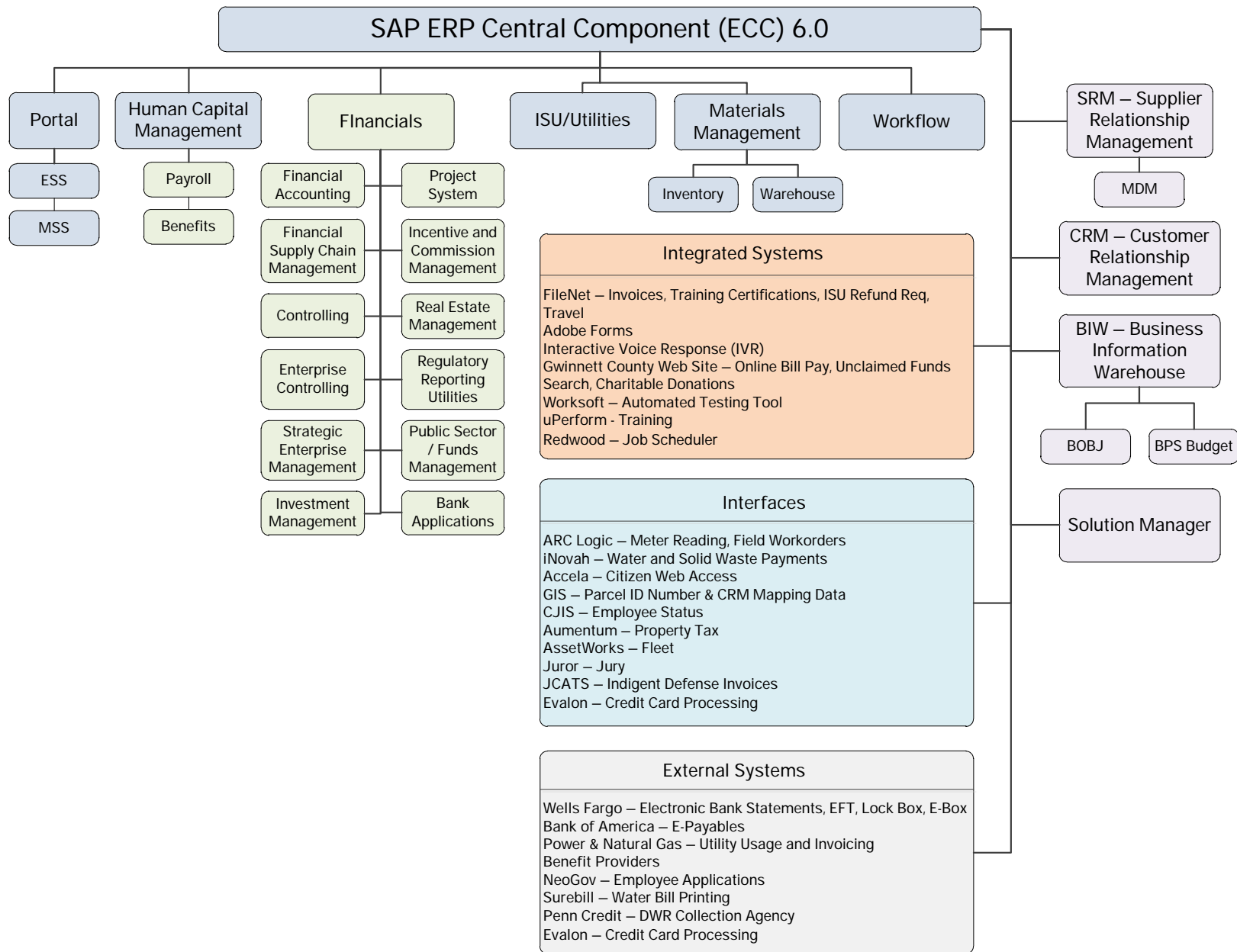
Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

Attachment A – Gwinnett County Current ERP Solution Ecosystem



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

RP024-19

Buyer Initials: MP

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 _____

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

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of 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 contract award by the Board of Commissioners. 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.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement Act, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal 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 bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of

addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals 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 company 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 proposer's request and expense if testing does not destroy items.
- 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 identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal 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 proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal 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 proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. 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 contractor 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 contractor 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 proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal 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 an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. 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 the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer 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 proposal if the evidence submitted by, or

investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that 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 contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements 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 contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor 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

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

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

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

Any Service Provider 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 that the Service Provider agrees to: (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, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; 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. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, 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. In the event that Gwinnett County fails to pay the contractor 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 contractor 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 contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid 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 contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, 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 contractor of the contractor'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 contractor. In the event of the County's termination of this agreement for convenience, the contractor 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 contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and 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 and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors 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 reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations 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 firm'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 contractors of their use tax liability on public works projects. Under Georgia law, private contractors 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, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63.

XXVIII. STATE 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) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all 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 contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor 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 contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

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. Section 43-41-17).

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their 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 or omission of the Contractor, 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, the engineer, or any of their agents or employees by any employee of the Contractor, 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

"Proposer/Bidder" 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. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of 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.

Any business entity holding a contract with Gwinnett County that subsequent to 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 shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION:

A proposal submitted by an individual, firm or business who 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.

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 go to the Treasury Division page on the County's Web Site 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 cross at the 4-way stop sign. The main public parking lot is on the left or behind the building. Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.