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July 16, 2013

**REQUEST FOR PROPOSAL
RP016-13**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified vendors for the **Purchase of Symantec Products and Related Services on Annual Contract with three (3) options to renew** for the Department of Information Technology Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on **August 19, 2013** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for 10:00 a.m. on August 07, 2013 at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, GA. All vendors are urged to attend. Questions regarding proposals should be directed to Holly Cafferata, Purchasing Associate III at holly.cafferata@gwinnettcounty.com or by calling 770-822-8721, no later than August 08, 2013. Proposals are legal and binding upon the bidder when submitted. One unbound original and four (4) copies should be submitted.

Gwinnett County is dedicated to promoting the local economy and contributing to the success of our businesses and citizens. We are interested in doing business with vendors that have a positive local impact and support this mission. As outlined in the Proposal Submission Instructions, vendors should submit a one-page informational narrative describing their firms' contributions to the local economy.

Successful vendor 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 Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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.

Holly Cafferata, CPPB
Purchasing Associate III

HC/pe



I RFP OVERVIEW

Gwinnett County (herein referred to as “the County”) hereby solicits sealed, written proposals for the purchase of Symantec products and Professional Services related to those products on an Annual Contract. This includes, but is not limited to, design, implementation, administration, and consulting involving Symantec Products. Two scopes of work have been included in this RFP to demonstrate to vendors the type of work that will be required. Vendors should respond accordingly. Gwinnett County is requesting a percent discount from the manufacturer’s list and pricing for professional services (see pricing schedule).

Vendors may include anything unique in their proposed solution which they feel adds value to the products and services provided to Gwinnett County. These value additions must be explained, justified, and priced separately in the proposal.

The information contained in the RFP should be sufficient to enable vendors responding to submit a proposal containing the following pieces:

1. Percent discount off of manufacturer list for product purchases
2. Hourly Rates for professional services
3. Yearly Percent increase in professional services
4. Example project plan and level of effort for implementation of Endpoint Management System and Mobile Device Management

I.1 BACKGROUND AND OBJECTIVES

The Department of Information Technology Services, herein DoITS, is responsible for the full lifecycle of each of the endpoints used by employees of the Gwinnett County Board of Commissioners (Police, Fire, DWR, Fleet, Facilities, and other Administrative Departments), the Office of the Tax Commissioner, Office of Tax Assessor, Clerk of Courts, Juvenile and Recorder’s Court, and Administrative Offices of the Court. Several of these offices have dedicated personnel that work with DoITS to support the end users in their area of responsibility while DoITS is responsible for the end user support in the remaining areas.

Gwinnett County currently has client endpoints at approximately 110 locations ranging in size from several thousand machines to one machine at a specific site. In addition, there are approximately 250 locations that access the network through low speed cellular connections, and approximately 1500 laptops that primarily access the network through low speed cellular connections and can connect to the county wireless network at 70 locations throughout the county at which county wireless service is available. Additional machines access the County through IPSEC and SSL VPNs across the Internet.

Future growth may include additional mobile PC devices, higher speed cellular access, additional fixed devices, and additional locations (wired and wireless).

DoITS currently leverages Symantec products for Imaging (Ghost), Endpoint Security (Anti-virus and Anti-malware), and Email Security (Exchange).

DoITS intends to build on the current Symantec product investment through a series of projects to enhance and streamline the support, security, and management functions. The County, therefore, seeks

to award a contract for purchase of Symantec products and associated consulting and implementation services to one or more vendors certified on the Symantec Product set.

2 INSTRUCTIONS TO PROPOSERS

2.1 GENERAL REQUIREMENTS

Firms desiring to respond to this request should complete the required forms identifying the Symantec product lines that they can sell and/or provide professional services for with references for each. Firms may respond to one or more product lines, and must include corresponding pricing on the RFP Pricing Schedule. Pricing quoted for all professional services shall be an amount not to exceed price, and should reflect the maximum amount charged per hour for the associated skill set.

Hourly rates must be inclusive of all expenses, including cell phones, push to talk handsets (if necessary for position), or pagers. The County will supply desktop or notebook computers along with any software required. A means of wireless communication is required and Gwinnett County must be provided up-to-date wireless communication contact numbers for all professional staff furnished; there will be no markups or additional expenses allowed, including travel and living, etc.

2.2 MISCELLANEOUS PROVISIONS

Gwinnett County reserves the right to add/remove positions and alter job descriptions, as necessary. Service provider(s) would be contacted for new or revised pricing. Changes will be made via change orders to the contract.

3 Vendor Requirements

3.1 SUBCONTRACTORS

The chosen vendor may choose to use sub-contractors for this RFP.

3.2 EXPERIENCE AND EXPERTISE

The vendor should have a minimum of 3 years of experience as a Symantec Partner.

The vendor must hold manufacturer certification to sell and/or work with the products for which they are responding. The awarded vendor must meet the requirements of and maintain the appropriate certifications throughout the contract period.

The vendor should demonstrate experience working in the Public Sector by providing a minimum of five (5) customer references. Complete using the provided customer reference forms. The customer references should be local government, state government, or public sector institutions in preferred order and should include references for consulting services.

3.3 CONFIDENTIALITY

The awarded vendor and all personnel must be willing to sign confidentiality agreements and may be required to pass criminal background checks.

3.4 INCOMPLETE PROJECTS

The Vendor must list and explain all incidents within the last three (3) years wherein a contract was terminated prior to completion. Vendors must list all lawsuits in which the vendor and a customer were parties within the last five (5) years.

3.5 FINANCIAL STABILITY

The Vendor shall submit a statement of financial stability prepared by a recognized financial data service (e.g. Dunn and Bradstreet or Moody's), or an audited financial statement for the previous three (3) years.

4 RFP Guidelines and Evaluation

4.1 Right to Reject Any and All Proposals

Each proposal must comply with all requirements for a regular proposal as directed or required by this notice. Notice is hereby given to all companies bidding that if their proposal is defective or irregular, the same may be rejected immediately. Gwinnett County reserves the right to reject any or all proposals at its sole discretion or to waive any specific technicalities or formalities in order to accept any proposal(s) deemed to be in the best interest of Gwinnett County. The successful Vendor(s) will be required to enter into a contract or contracts agreeable to the County, and in the event a negotiated contract agreeable to the County cannot be completed, then the County may withdraw from the negotiations and enter into negotiations with another qualified vendor. Such contract(s) as may be negotiated shall contain an exclusiveness of contractual remedy which provides that "any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Georgia."

4.2 Grading Criteria

Both qualitative factors and price are to be considered; given that price is one of the selection criteria and not the final determinant. An RFP committee will be assigned to review, evaluate, and rank all responsive proposals utilizing an evaluation scoring system. Factors that will be considered in the evaluation of proposals will include, but not be limited to the following:

1. Ability to meet general requirements of RFP, including consulting services	40 Points
2. Clear and concise responses, qualifications	10 Points
3. Service provider's commitment to meeting the future staffing needs of Gwinnett County	10 Points
4. Service provider references	20 Points
5. Pricing	20 Points
Total	100 Points
6. Interview/Presentation (if deemed necessary)	10 Points
Total	10 Points

The Proposals will be evaluated to select the firms that rate highest according to the criteria elaborated in items 1-4 above. The selection committee may then short list the highest scoring firms. The fees of the shortlisted firms will then be opened and scored. The highest scoring firm may be selected at this point or the committee may then invite a number of the highest scoring firms to interviews. The number of firms short listed and interviewed will be at the discretion of the selection committee. The interview will be worth 10 points in the selection process. The vendor will be responsible for any cost associated with the request for additional information and/or interview.

If, for any reason, the recommended firm(s) cannot execute the contract, the County may select the firm with the second highest score, and so on until a satisfactory agreement has been reached.

4.3 Information Required from Vendors

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The vendor's degree of compliance with the requirements of the RFP will be a factor in the subsequent evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study.

Company proposals will become part of the contract with Gwinnett County should they be selected under the RFP.

Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

Vendors should note the following specifications regarding the Proposal:

1. Marketing materials should not be submitted as documentation of the bidder's ability to provide services.
2. Sections should be tabbed and pages numbered consecutively for ease of review.
3. Each question or statement should be reprinted in its entirety and followed by the response.
4. If a question is not applicable or if there is no answer, so state.

With respect to preparing proposals, it is imperative that vendors respond to each question and provide the requested information as per this RFP. Additionally, the County prefers responses that exhibit the following characteristics:

1. Simple, clear and concise responses (Note: brevity in response is strongly preferred but not at the expense of substance)
2. Full/total costs disclosed (in a separate sealed envelope)
3. Guaranteed time estimates
4. Willingness to work as part of a team along with the County
5. Identified risk points, accompanied by reasonable mitigation plans.

Proposals should include the following information for each scope of work:

1. Proposed Implementation/Project Plan
2. Detailed Solution Documentation, Drawings, Parts Lists

The Vendor is responsible for providing adequate support documentation to enable a thorough evaluation of the proposal.

ENDPOINT MANAGEMENT SYSTEM PROJECT SCOPE

PROJECT OVERVIEW

DoITS intends to build on the current Symantec product investment through a series of projects to enhance and streamline the support, security, and management functions. The County, therefore, seeks to award a project to install, configure, and provide training for the Symantec Endpoint Management Suite.

The proposed solution should be expandable/extendable to meet other endpoint and security management requirements in the future including but not limited to, Mobile Device Management and Data Loss Management (if necessary).

The groups responsible for the physical asset lifecycle intend to leverage the tools to achieve the most efficient swap process reasonable. To aid in the completion of the project, existing and proposed target replacement processes have been included, but best practice changes to those proposals and or discussions about other options are assumed.

CURRENT LEASE SWAP PROCESS

Upcoming machines whose lease is going to expire are identified.

List is compared to original packing slips to ensure all machines are identified.

Information is gathered from departments to determine special needs such as dual monitors, special case size, etc.

Order is placed.

When first machine is received a base image is created.

The hard drive is used to duplicate the other machines and other images are created as needed.

Install team takes newly imaged machine to location and backs up users data then installs new machine and transfers the data to the new machine and installs any specialty software, connects printers and returns the old machine to a central location where the machine is imaged in case of any data loss.

Then machines hard drive is then wiped and palletized for return.

EXAMPLE WORKFLOWS

CLIENT ENDPOINTS

LEASE SWAP PROCESS

Summary report will be run for all assets that will expire between 120 and 150 days in the future showing:

- 1) the hardware configuration for each asset and totals.
- 2) a list of packages installed and the number of machines each package is installed on.

Replacement assets and software will be ordered based on the summary reports.

The user that is assigned responsibility for each endpoint will be automatically notified via email that their endpoint is due for replacement using a customer defined email template.

A detailed configuration report will be run for all assets that will expire between 120 and 150 days in the future showing the configuration of each endpoint in a one-page format.

Estimated replacement dates will be assigned for each endpoint, and the user that is assigned responsibility for each endpoint will be automatically notified of the estimated date.

Upon confirmation of shipment, end users will be contacted and a specific swap date and time negotiated and entered into the system.

The client endpoint will be received and checked in to the inventory system by scanning express service code bar code that is affixed to the machine by Dell. A bar code label will print to be affixed to the front of the machine. The checked in asset will be added to a build rack where power and network will be attached and the machine booted.

If needed, a detailed configuration report will be run for all assets by negotiated swap date showing a detail of the configuration of each end point in a one-page format. Specific replacement endpoints will be associated with the endpoint they are replacing in the system.

The technician will log in to the central management console and push the image down to one or more end points simultaneously. During the imaging process, the host name will automatically be set to the identifier embedded in bios such as the Dell Express Service Code. During the imaging process, the domain should be joined.

Either while configuring the image, or after the imaging process:

1. Optimally, the system will select an appropriate set of applications based on what is installed on the endpoint being replaced.
2. Alternately, the technician will select a pre-defined set of applications to be installed on the endpoint from packages that have been built to work with the system based on the detailed configuration reports that were run earlier.

Prior to swapping the machine, the technician will run a “personality migration” process to move files and settings from the old endpoint to the new. The end user will be notified by popup that the personality migration has begun, and any changes made to the machine after that point will be lost.

The technician will remove the old endpoint and place the new endpoint into service. The responsible party will sign for the new endpoint and associated assets. DoITS will sign for receipt of endpoint being replaced.

The old endpoint will be scanned in to the DoITS area for return and a variance report will be generated showing the differences between the original and current configurations.

A manifest of all machines and related peripherals in the DoITS area will be printed.

SERVER ENDPOINTS

PHYSICAL

One or more servers will be installed into rack, and connected to power, network, KVM, etc. The administrator will select the operating system, packages, etc. to be installed and will set up the imaging and install process for one or more servers from the centralized administration console.

VIRTUAL

One or more servers will be defined on the VM farm and started. The administrator will select the operating system, packages, etc. to be installed and will set up the imaging and install process for one or more servers from the centralized administration console.

STATEMENT OF NEEDS

PHYSICAL ASSET MANAGEMENT

CLIENT ENDPOINTS

Gwinnett County has a mixture of user endpoints, including but not limited to:

1. Dell leased through Dell Financial Services
2. HP purchased through Technology Integration Group
3. Panasonic Toughbooks purchased through CDW-G

These devices primarily run Windows XP, and are being replaced by assets running Windows 7.

The physical asset management functionality must:

1. Be able to automatically collect the hardware configuration of the endpoint, including but not limited to; memory, hard drive, processor, monitors, printers, peripherals.
2. Run reports based on user defined criteria pulled from the collected information and other out of the box asset information fields.
3. Be able to assign an endpoint to a specific user or department for responsibility.

The physical asset management functionality should:

1. Support as many of the functions discussed in the example workflow as possible in an automated manner without additional development.
2. Have the ability to pull original configurations from the vendors.
3. Support electronic signature of responsibility for the endpoint and related equipment.
4. Be able to link related assets.
5. Allow the responsible party to electronically sign off that they have received and are taking responsibility for one or more assets.
6. Maintain an audit log of changes.

SERVER ENDPOINTS

Servers and back end equipment are primarily leased from IBM or purchased from HP. These included devices running Windows Server (2003 and later), AIX, Linux, and VMWare.

The physical asset management functionality must:

1. Be able to automatically collect the hardware configuration of the endpoint, including but not limited to; memory, hard drive, processor, monitors, printers, peripherals.
2. Run reports based on user defined criteria pulled from the collected information and other out of the box asset information fields.

The physical asset management functionality should:

1. Be able to store information about the server such as responsibility and contacts for software installed.

SOFTWARE MANAGEMENT

IMAGING

The proposed solution must:

1. Support unicast and multicast imaging.
2. Support hardware independent packaging with the ability to add in driver packs as part of the imaging process.
3. Be able to automatically include hardware specific drivers/packages.
4. Support a process or a scripting language for automating specific tasks.
5. Be able to include updates at imaging time or be able to add updates to the image

The proposed solution should:

1. Have a GUI for simplifying required automatic tasks such as naming the machine and joining the domain.

PACKAGE MANAGEMENT

The proposed solution must:

1. Support inter-package dependencies.
2. Support automatic dependency resolution.
3. Use the same packages for building new endpoints as are used for deploying to existing endpoints.
4. Use the same packages to deploy to multiple endpoints as are used to deploy to a single endpoint.
5. Include all tools required for building packages.
6. Support automated distribution of Windows updates, etc.

The proposed solution should:

1. Support as many of the functions discussed in the example workflow as possible in an automated manner without additional development.
2. Support deprecation and replacement of packages.
3. Allow sets of packages to be built.
4. Include all tools recommended for building packages.
5. Support distributed package repositories so that packages only have to be sent across the WAN once.

LICENSE MANAGEMENT

The proposed solution must:

1. Be able to collect actual usage information
2. Allow flexible, user defined reporting

SUPPORT

The proposed solution must:

1. Allow the technician to remotely access the machine for troubleshooting, software installations, etc.
2. Ability to install software packages to one or more computers, or group of computers, from an administration console.
3. Have the ability to view the current configuration and software installed on the endpoint from a central point.

OTHER FEATURES

The proposed solution must:

1. Have the ability to assign rights to user groups for all functions of the system

The proposed solution should:

1. Integrate into AD for authentication and authorization.
2. Have Intelligent Bandwidth Management

INSTALLATION/CONFIGURATION RESPONSIBILITIES

Gwinnett County will take responsibility for purchasing all equipment required per the winning bidder's specifications.

Gwinnett County will take responsibility for physically installing equipment specified for the chosen solution at the appropriate locations.

MAINTENANCE AND SUPPORT

Damage or failure unrelated to defects in installation, materials, or workmanship will be repaired at County expense.

The vendor must offer:

1. Support options for a period of 12 months after project completion and extension of professional services on an annual basis for a minimum of three (3) additional years.
2. Support must include options for 4 hour, next day, and scheduled support.
3. Additional software professional services, once the project has been completed and accepted, on a time and materials and/or as-needed basis. Vendor must state their current hourly rate and any exceptions or variations to the stated rate.

The vendor will describe their on-site support services (contract plans, time and materials, etc.) as well as submit its terms and conditions for maintenance services.

The vendor will describe the level of customer service that will be provided, including but not limited to:

1. Hours of operation
2. Procedures to access customer service
3. Escalation procedures

The County reserves the right to transfer all maintenance contracts not directly provided by the vendor to the County. Therefore, all maintenance contracts must be transferrable or assigned to the County.

PROJECT COMPLETION

A test plan covering each of the requirements will be developed by the vendor and agreed upon by the County's Authorized representative.

The vendor will certify that each criterion in the test plan has been verified.

Gwinnett County will certify that each criterion in the test plan has been met during final acceptance testing in the presence of the County's Authorized representative. Final acceptance will be contingent

on the ability to meet all requirements in a single attempt. Beneficial use of part or all of the system shall not be considered as acceptance.

PRICING

Gwinnett County currently owns 5,500 Endpoint Protection Suite Enterprise Licenses which require renewal.

Gwinnett County currently owns 5000 Ghost Licenses which require renewal.

For pricing, please use the following numbers:

5608 Desktops and Laptops (End user endpoints)

320 Physical and 120 Virtual Servers

The proposed pricing should be divided into the following parts:

1. Initial purchase of licenses and software for:
 - a. Client Endpoint Management
 - b. Server Endpoint Management
2. Services related to Installation and Configuration, Pilot, and Training
3. Support
4. Additional Recommendations

The proposed pricing must use the Pricing Worksheet and be submitted in a separate sealed envelope.

Professional services pricing should be broken down into task and level.

TRAINING

Training must include standardized Symantec Training as well as solution specific training.

At project completion, DoITS staff should understand how the system works in both a general and implementation specific manner.

ADDITIONAL REQUIREMENTS

The vendor must install all components in accordance with the manufacturer's specification and all codes, ordinances, and regulations. The vendor will be responsible for obtaining and executing and required permits, permissions, or easements.

All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and vendor shall warrant vendor installed equipment against defects in installation, materials, and workmanship.

The Vendor must propose a project team of personnel experienced in Endpoint Management. The vendor must demonstrate the qualifications of the personnel involved in installing and configuring the system by providing the following information:

1. A listing of the names, positions and responsibilities of all personnel proposed for assignment to this project, to include current project assignments.
2. A resume for each proposed project team member. This is to include a listing of the projects that the proposed team member has been assigned. Designate whether experience was with proposing firm, or other firm. Also include a listing of current certifications for each proposed project team member.
3. A minimum of two references for the project manager proposed on the project. Provide names, phone numbers, addresses, the types of business and the types of applications deployed. At least one reference should be a public sector institution.

PROPOSED IMPLEMENTATION/PROJECT PLAN

In order to provide the County with a complete understanding of the proposed solution, Vendors should respond to the following questions in detail. Whenever possible, complete and concise answers are preferred. Include your rationale and assumptions for all answers as necessary.

DELIVERABLES

The Vendor should present a list of all of the deliverables associated with the implementation of the proposed system. The deliverable list should include a detailed inventory of all hardware specifications, software, as well as a comprehensive list of all deliverables that will accompany the professional services element of the project. These include, but in no way are limited to, the deliverables associated with project management, analysis and design, training, testing, migration, go-live, post go-live support and any other phases as necessary. It is anticipated that the deliverables will include the following:

- Detailed Requirements Document
- Completion of System Design
- Detailed Implementation Plan – to include anticipated project start date and length of time to complete project.
- Installation and Configuration of the Solution
- Completion of System Testing
- Completion of Training
- Commencement of User Acceptance Test (UAT)
- Final System Documentation

MAINTENANCE AND SUPPORT STRATEGY

Please describe your proposal and plan to provide maintenance and support during the implementation period, the duration of the first year's post implementation of use.

PROJECT MANAGEMENT STRATEGY

Skillful project management will be of paramount importance to the County. Discuss how your approach for this specific project meets the requirements. Indicate the tools you use and/or provide to aid in the management of the project.

IMPLEMENTATION STRATEGY

Given the information in this project scope and your past experiences, describe the implementation strategy that you suggest. Indicate major phases, threads, milestones, deliverables, and project organization. Areas to describe include, but are not limited to, Planning, Design, Implementation, Testing, Migration, and Post- Production Support. Include your rationale and your assumptions, as well as the following information:

- High-Level Time line
- Deliverable outline
- Overall County resource requirements
- Statement of roles and responsibilities for the County and the Vendor

TRAINING STRATEGY

Document the training strategy to be used for the project. Include the training of Department personnel, administrators, and Call Center representatives. Include the method of training for each of these classifications, estimated duration of the training, and the method to be used to ensure that the training was successful.

CHANGE MANAGEMENT PLAN

Describe your change management plan specific for the County's solution. Please address the following areas (at a minimum):

- Your Change Management Methodology
- Communication and planning
- Method for ensuring a successful change management program

ROLLOUT PLAN

Describe your plan for deploying the system(s).

STAFFING PLAN

TEAM STRUCTURE AND STAFFING

Discuss the expected project team structure to be applied to this effort, including: Vendor, County, and any other project team members necessary for successful completion of the project.

VENDOR TEAM MEMBERS

Provide resumes of the personnel who will be assigned to this project.

Specifically detail their previous relevant experience, identifying the time involved, and a customer name and contact number for reference checking purposes. Include through a resume or similar document, their education and experience in systems integration. Indicate the roles and responsibilities each will

have in this project and how long each has been with your company. Show where these personnel will be physically located during the time they are engaged in this work.

The project manager and other key personnel as determined by the County assigned to this project by the Vendor shall not be removed from the project without the written consent of the County. The County reserves the right to approve all personnel proposed.

USE OF COUNTY RESOURCES

The County will provide a full-time Project Manager for the duration of the contract. This person will be responsible for:

- Management of the Vendor contract
- The overall coordination of County resources
- The approval of Vendor deliverables
- Assisting the Vendor by providing liaison services to the County and other County entities
- Supervision of other County resources assigned to the project

ASSUMPTIONS

Please list all assumptions made in preparation of this proposal.

DETAILED SOLUTION DOCUMENTATION, DRAWINGS, PARTS LISTS

Document (in detail) the proposed solution, including technical and business reasoning for recommended parts, software, and design. This should include drawings, specifications, and parts lists.

PROJECT PHASES

Gwinnett County views this project as having three parts:

- I. Installation and configuration
 - a. Core servers and services deployed and configured
 - b. Images built and tested for the following
 - i. OS
 1. Windows 7 32 bit
 2. Windows 7 64 bit
 3. Windows 2008 R2
 - ii. Hardware
 1. Dell Optiplex 9010
 2. Toshiba CF-53
 3. HP Probook 6570
 4. HP DL380 G8
 5. VMWare VM
 - c. Packages and all associated requirements built for the following:
 - i. Office 2010 Professional
 - ii. SAP
 - iii. Tiburon

- d. Process design and testing
- 2. Pilot
 - a. The complete process will be tested on up to 25 user endpoints of each type from the following list
 - i. Dell Optiplex 9010
 - ii. Toshiba Toughbook CF-53
 - iii. HP Probook 6570
 - b. The complete process will be tested on up to 5 server endpoints of each type from the following list:
 - i. HP DL380 G8
 - ii. VMWare Virtual Machine
 - c. Process testing will include
 - i. building from scratch
 - ii. adding packages to machine built using endpoint management solution
 - iii. adding packages to machine not built using endpoint management solution
 - iv. pushing OS updates on schedule and one time
 - v. pushing application updates on schedule and one time
- 3. Training and turn over

Part 3 may occur before, during, and after Part 1 and 2 as appropriate.

MOBILE DEVICE MANAGEMENT SYSTEM PROJECT SCOPE

PROJECT OVERVIEW

DoITS intends to build on the current Symantec product investment through a series of projects to enhance and streamline the support, security, and management functions. The County, therefore, seeks to award a project for the purchase and installation of the Symantec Mobile Device Management Suite.

The proposed solution should be expandable/extendable to meet other endpoint and security management requirements in the future.

The groups responsible for the physical asset lifecycle intend to leverage the tools to achieve the most efficient swap process reasonable. To aid in the completion of the project, existing and proposed target replacement processes have been included, but best practice changes to those proposals and or discussions about other options are assumed.

STATEMENT OF NEEDS

PHYSICAL ASSET MANAGEMENT

Gwinnett County has a mixture of user endpoints, including but not limited to:

1. iOS Devices
2. Windows CE Devices
3. Windows Mobile Devices
4. Windows 8 Devices
5. Android Devices

The physical asset management functionality must:

1. Be able to automatically collect the hardware configuration of the endpoint, including but not limited to operating system information.
2. Run reports based on user defined criteria pulled from the collected information and other out of the box asset information fields.
3. Be able to assign an endpoint to a specific user or department for responsibility.

The physical asset management functionality should:

1. Support electronic signature of responsibility for the endpoint and related equipment.
2. Be able to link related assets.
3. Allow the responsible party to electronically sign off that they have received and are taking responsibility for one or more assets.
4. Maintain an audit log of changes.

SOFTWARE MANAGEMENT

IMAGING

The proposed solution must:

1. Support multi-platform imaging
2. Support a process or a scripting language for automating specific tasks.
3. Be able to include updates at imaging time or be able to add updates to the image

PACKAGE MANAGEMENT

The proposed solution must:

1. Support inter-package dependencies.
2. Support automatic dependency resolution.
3. Use the same packages for building new endpoints as are used for deploying to existing endpoints.
4. Use the same packages to deploy to multiple endpoints as are used to deploy to a single endpoint.
5. Include all tools required for building packages.
6. Support automated distribution of updates, etc.

The proposed solution should:

1. Support deprecation and replacement of packages.

2. Allow sets of packages to be built.
3. Include all tools recommended for building packages.

LICENSE MANAGEMENT

The proposed solution must:

1. Allow flexible, user defined reporting

The proposed solution should:

1. Collect actual usage information

5 SUPPORT

The proposed solution must:

1. Allow the technician to remotely access the machine for troubleshooting, software installations, etc. on
2. Ability to install software packages to one or more computers, or group of computers, from an administration console.
3. Have the ability to view the current configuration and software installed on the endpoint from a central point.

The proposed solution should:

1. Allow the technician to remotely access the machine for troubleshooting, software installations, etc.

POLICY COMPLIANCE

The proposed solution must:

1. Allow compliance rules by device status (jailbrake, etc.), user information (group membership, etc.), and application (allowed/blacklisted apps).

The proposed solution should:

1. Support policy enforcement by location, eg. If not within range of a specified SSID or within a Geofence, do not allow access to the device.

INFORMATION MANAGEMENT

The proposed solution must:

1. Support remote wiping of all or portions of application and data.
2. Support managed and secured information distribution

OTHER FEATURES

The proposed solution must:

1. Have the ability to assign rights to user groups for all functions of the system

The proposed solution should:

2. Integrate into AD for authentication and authorization.

INSTALLATION/CONFIGURATION RESPONSIBILITIES

Gwinnett County will take responsibility for purchasing all equipment required per the winning bidder's specifications.

Gwinnett County will take responsibility for physically installing equipment specified for the chosen solution at the appropriate locations

MAINTENANCE AND SUPPORT

Damage or failure unrelated to defects in installation, materials, or workmanship will be repaired at County expense.

The vendor must offer:

1. Support options for a period of 12 months after project completion and extension of professional services on an annual basis for a minimum of three (3) additional years.
2. Support must include options for 4 hour, next day, and scheduled support.
3. Additional software professional services, once the project has been completed and accepted, on a time and materials and/or as-needed basis. Vendor must state their current hourly rate and any exceptions or variations to the stated rate.

The vendor will describe their on-site support services (contract plans, time and materials, etc.) as well as submit its terms and conditions for maintenance services.

The vendor will describe the level of customer service that will be provided, including but not limited to:

1. Hours of operation
2. Procedures to access customer service
3. Escalation procedures

The County reserves the right to transfer all maintenance contracts not directly provided by the vendor to the County. Therefore, all maintenance contracts must be transferrable or assigned to the County.

PROJECT COMPLETION

A test plan covering each of the requirements will be developed by the vendor and agreed upon by the County's Authorized representative.

The vendor will certify that each criterion in the test plan has been verified.

Gwinnett County will certify that each criterion in the test plan has been met during final acceptance testing in the presence of the County's Authorized representative. Final acceptance will be contingent on the ability to meet all requirements in a single attempt. Beneficial use of part or all of the system shall not be considered as acceptance.

PRICING

Gwinnett County currently owns 5,500 Endpoint Protection Suite Enterprise Licenses which require renewal.

Gwinnett County currently owns 5000 Ghost Licenses which require renewal.

For pricing, please use the following numbers:

500 Mobile devices

The proposed pricing should be divided into the following parts:

5. Initial purchase of licenses and software
6. Services related to Installation and Configuration, Pilot, and Training
7. Additional Recommendations

The proposed pricing must use the Pricing Worksheet and be submitted in a separate sealed envelope.

TRAINING

Training must include standardized Symantec Training as well as solution specific training. At project completion, DoITS staff should understand how the system works in both a general and implementation specific manner.

ADDITIONAL REQUIREMENTS

The vendor must install all components in accordance with the manufacturer's specification and all codes, ordinances, and regulations. The vendor will be responsible for obtaining and executing and required permits, permissions, or easements.

All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and vendor shall warrant equipment against defects in installation, materials, and workmanship.

The Vendor must propose a project team of personnel experienced in Endpoint Management. The vendor must demonstrate the qualifications of the personnel involved in installing and configuring the system by providing the following information:

1. A listing of the names, positions and responsibilities of all personnel proposed for assignment to this project, to include current project assignments.
2. A resume for each proposed project team member. This is to include a listing of the projects that the proposed team member has been assigned. Designate whether experience was with proposing firm, or other firm. Also include a listing of current certifications for each proposed project team member.
3. A minimum of two references for the project manager proposed on the project. Provide names, phone numbers, addresses, the types of business and the types of applications deployed. At least one reference should be a public sector institution.

PROPOSED IMPLEMENTATION/PROJECT PLAN

In order to provide the County with a complete understanding of the proposed solution, Vendors should respond to the following questions in detail. Whenever possible, complete and concise answers are preferred. Include your rationale and assumptions for all answers as necessary.

Deliverables

The Vendor should present a list of all of the deliverables associated with the implementation of the proposed system. The deliverable list should include a detailed inventory of all hardware specifications, software, as well as a comprehensive list of all deliverables that will accompany the professional services element of the project. These include, but in no way are limited to, the deliverables associated with project management, analysis and design, training, testing, migration, go-live, post go-live support and any other phases as necessary. It is anticipated that the deliverables will include the following:

- Detailed Requirements Document
- Completion of System Design
- Detailed Implementation Plan – to include anticipated project start date and length of time to complete project.
- Installation and Configuration of the Solution
- Completion of System Testing
- Completion of Training
- Commencement of User Acceptance Test (UAT)
- Final System Documentation

Maintenance and Support Strategy

Please describe your proposal and plan to provide maintenance and support during the implementation period, the duration of the first year's post implementation of use.

Project Management Strategy

Skillful project management will be of paramount importance to the County. Discuss how your approach for this specific project meets the requirements. Indicate the tools you use and/or provide to aid in the management of the project.

Implementation Strategy

Given the information in this project scope and your past experiences, describe the implementation strategy that you suggest. Indicate major phases, threads, milestones, deliverables, and project organization. Areas to describe include, but are not limited to, Planning, Design, Implementation, Testing, Migration, and Post- Production Support. Include your rationale and your assumptions, as well as the following information:

- High-Level Time line
- Deliverable outline
- Overall County resource requirements
- Statement of roles and responsibilities for the County and the Vendor

Training Strategy

Document the training strategy to be used for the project. Include the training of Department personnel, administrators, and Call Center representatives. Include the method of training for each of these classifications, estimated duration of the training, and the method to be used to ensure that the training was successful.

Change Management Plan

Describe your change management plan specific for the County's solution. Please address the following areas (at a minimum):

- Your Change Management Methodology
- Communication and planning
- Method for ensuring a successful change management program

Rollout plan

Describe your plan for deploying the system(s).

Staffing Plan

Team Structure and Staffing

Discuss the expected project team structure to be applied to this effort, including: Vendor, County, and any other project team members necessary for successful completion of the project.

Vendor Team Members

Provide resumes of the personnel who will be assigned to this project.

Specifically detail their previous relevant experience, identifying the time involved, and a customer name and contact number for reference checking purposes. Include through a resume or similar document, their education and experience in systems integration. Indicate the roles and responsibilities each will have in this project and how long each has been with your company. Show where these personnel will be physically located during the time they are engaged in this work.

The project manager and other key personnel as determined by the County assigned to this project by the Vendor shall not be removed from the project without the written consent of the County. The County reserves the right to approve all personnel proposed.

Use of County Resources

The County will provide a full-time Project Manager for the duration of the contract. This person will be responsible for:

- Management of the Vendor contract
- The overall coordination of County resources
- The approval of Vendor deliverables
- Assisting the Vendor by providing liaison services to the County and other County entities
- Supervision of other County resources assigned to the project

Assumptions

Please list all assumptions made in preparation of this proposal.

DETAILED SOLUTION DOCUMENTATION, DRAWINGS, PARTS LISTS

Document (in detail) the proposed solution, including technical and business reasoning for recommended parts, software, and design. This should include drawings, specifications, and parts lists.

PROJECT PHASES

Gwinnett County views this project as having three parts:

- I. Installation and configuration
 - a. Core servers and services deployed and configured
 - b. Images built and tested for the following
 - i. iOS
 1. iOS
 2. Android
 3. Windows 7 RT
 4. Windows 7 Professional
 - c. Packages built/approved/deployed
 - d. Policy design and implementation
 - e. Process design and testing
2. Pilot
 - a. The complete process will be tested on up to 25 user endpoints of each type
 - b. Process testing will include
 - ii. building from scratch
 - iii. adding packages to machine
 - iv. self-service enrollment
 - v. pushing OS updates on schedule and one time
 - vi. pushing application updates on schedule and one time
3. Training and turn over

Part 3 may occur before, during, and after Part 1 and 2 as appropriate.

5.1 PRICING SCHEDULE/COST FORMS

TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

In order to completely understand the proposals submitted, the County requires that vendors complete the pricing schedules/worksheets included in this section.

Vendors must provide itemized costs for all products and services proposed and include an estimated Total Project Cost. Costs for all products and services proposed should be submitted on the forms and provided **IN A SEPARATE SEALED ENVELOPE**.

The system implementation costs shall cover all costs, including direct and overhead expenses. Travel, per diem and other miscellaneous costs should be included in this figure. This figure must be broken down as indicated in the format supplied.

If additional lines are needed, please duplicate the page and fill in the appropriate section(s).

GENERAL PRODUCT PRICING

Discount from Manufacturer's List	%
--	----------

GENERAL PROFESSIONAL SERVICES PRICING

Position Title	Hourly Rate - up to 40 hours per week	Hourly Rate - Overtime

NOTE: The information included in the above pricing schedule will be approved by the Board of Commissioners. The following worksheet(s) will be used only for planning and budgetary purposes.

COMPANY NAME _____

ENDPOINT MANAGEMENT PRICING WORKSHEET - used for planning/budgetary purposes**NON-PROFESSIONAL SERVICES COSTS (SOFTWARE/HARDWARE/MANUFACTURER TRAINING)**

Part #	Description	Qty	Unit Cost	Extended
TOTAL SOFTWARE COST				\$

PROFESSIONAL SERVICES LEVEL OF EFFORT

Position/Task Description	Level	Quantity

*Estimated Total Cost to Complete Endpoint Management Project: \$_____

MOBILE DEVICE MANAGEMENT SYSTEM PRICING WORKSHEET- used for planning/budgetary purposes**NON-PROFESSIONAL SERVICES COSTS (SOFTWARE/HARDWARE/MANUFACTURER TRAINING)**

Part #	Description	Qty	Unit Cost	Extended
TOTAL SOFTWARE COST				\$

PROFESSIONAL SERVICES LEVEL OF EFFORT

Position/Task Description	Level	Quantity

*Estimated Total Cost to Complete Mobile Device Management System: \$_____

COMPANY NAME _____

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 bid non-responsive.

Unless otherwise noted, quoted prices will remain firm for professional services for three (3) additional years. If a percentage decrease will be a part of this bid, please note this in the space provided together with an explanation.

If a percentage increase will be a part of this bid, please note this in the space provided together with an explanation.

1st Renewal _____ 2nd Renewal _____ 3rd Renewal _____

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 bid non-responsive. Contract to begin upon award.

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.

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.

Certification Of Non-Collusion in Bid Preparation _____
(Signature) (Date)

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

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the board of commissioners within one hundred twenty (120) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the bid schedule.

Legal Business Name _____ Federal Tax ID _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

5.2 References

Gwinnett County requests a minimum of five (5) references of work similar in size and scope as that requested. Each reference should include the project name, location, description (size and characteristics), date of completion, and a contact person, complete with phone number, address and email address.

1. Project Name: _____

Location: _____

Project Description (size and characteristics) _____

Date of Completion (Was the project completed on time): _____

Contact Person: _____

Address: _____

County Sate Zip : _____

Phone Number: _____

Email Address: _____

2. Project Name: _____

Location: _____

Project Description (size and characteristics) _____

Date of Completion (Was the project completed on time): _____

Contact Person: _____

Address: _____

County Sate Zip : _____

Phone Number: _____

Email Address: _____

3. Project Name: _____

Location: _____

Project Description (size and characteristics) _____

Date of Completion (Was the project completed on time): _____

Contact Person: _____

Address: _____

County Sate Zip : _____

Phone Number: _____

Email Address: _____

4. Project Name: _____

Location: _____

Project Description (size and characteristics) _____

Date of Completion (Was the project completed on time): _____

Contact Person: _____

Address: _____

County Sate Zip : _____

Phone Number: _____

Email Address: _____

5. Project Name: _____

Location: _____

Project Description (size and characteristics) _____

Date of Completion (Was the project completed on time): _____

Contact Person: _____

Address: _____

County Sate Zip : _____

Phone Number: _____

Email Address: _____

75 Langlev Drive • Lawrenceville, GA 30046-6935
(te



COMPANY NAME (Company Submitting Bid/Proposal): _____

Proposal/Bid Name Purchase and Installation of a Symantec Endpoint Management System

Bid/Proposal # RP016-13

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 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure, under oath, 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:

(Please check ☒ one box below)

☐ No information to disclose

☐ Disclosed information below (if additional space is required, please attach list)

Elected Official Name

Elected Official Name

Elected Official Name

BY: _____
Signature of Affiant

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

Name – Typed or printed

Notary Public

(Seal)

Title

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





75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

Solicitation Name & No. RP016-13, Purchase and Installation of a Symantec Endpoint Management Solution

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

By executing this affidavit, the undersigned contractor verifies its compliance with **The Illegal 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

Company Address

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__

Notary Public
My Commission Expires:

For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____

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



PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. 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.

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 GWINNET COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

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

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

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

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

13 PROHIBITED INTERESTS

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

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

14 SUBCONTRACTING

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

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

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

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

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

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

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

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE

PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22 NOTICES

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

**ANNUAL
SERVICE PROVIDER CONTRACT
PURCHASE AND INSTALLATION OF A SYMANTEC ENDPOINT MANAGEMENT SYSTEM**

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

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

1. TERM:

This contract shall commence _____, for a one year period with one option to renew for an additional one year period.

2. ATTACHMENTS:

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, 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)

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. 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 without permission of 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. Violations will be reviewed by the Purchasing Director. 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.
- 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. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if applicable. 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.
- F. Gwinnett County is dedicated to promoting the local economy and contributing to the success of our businesses and citizens. We are interested in doing business with vendors that have a positive local impact and support this mission. As outlined in the Proposal Submission Instructions, vendors should submit a one-page informational narrative describing their firms' contributions to the local economy.

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. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

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)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any proposal as required in proposal documents. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of 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 requirements of the solicitation.

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.

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 Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

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

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a proposal to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

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 of 2011 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 three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

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.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the

contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.