

CITY OF DAHLONEGA REQUEST FOR PROPOSAL (RFP)

INFORMATION TECHNOLOGY SUPPORT SERVICES #2022-013

ISSUING AGENCY CITY OF DAHLONEGA

465 RILEY ROAD

DAHLONEGA, GA 30533 PHONE: 706-482-2721 FAX: 706-864-4837

ISSUE DATE Wednesday, March 23rd, 2022

PRE-PROPOSAL MEETING Monday, April 11th, 2022, 2:00 PM EDT

PROPOSAL CLOSING DATE

Thursday, April 28th, 2022, 2:00 PM EDT

PURCHASING AGENT (CITY CONTACT) Brittany Lee

BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN

April 28th, 2022 AT 2:00 PM EDT.

ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

CITY OF DAHLONEGA REQUEST FOR PROPOSAL (RFP)

INFORMATION TECHNOLOGY SUPPORT SERVICES #2022-013

The City of Dahlonega is requesting proposals from qualified, professional technology vendors for Information Technology Support Services.

An *OPTIONAL* pre-proposal meeting will be held on Monday, April 11th, 2022, at 2:00 PM EDT at the City Hall Council Chambers at 465 Riley Road, Dahlonega, GA 30533.

Questions regarding Project #2022-013 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at blee@dahlonega.gov or faxed to 706-864-4837 before 12:00PM, EDT, on April 15th, 2022. Responses will be posted by addenda no later than 5:00PM EST, on April 20th, 2022, to www.dahlonega.gov

Proposals must be received by 2:00 PM local time on Thursday, April 28th, 2022, and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Proposals shall be clearly marked and sealed, including the appropriate project number and title. Late bids will not be considered nor returned.

The proposal documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-864-6133) and on the City's website at www.dahlonega.gov

Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all proposals, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Dahlonega is requesting proposals from qualified, professional technology vendors for Information Technology Support Services.

1.2 Schedule of Events

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
Wednesday, March 23 rd , 2022	Release of Invitation to Bid
Monday, April 11 th , 2022 2:00 PM	Optional Pre-Bid Meeting
Wednesday, April 15 th , 2022 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
Monday, April 20 th , 2022 5:00 PM	Answers to written questions and all addenda posted on website: www.dahlonega.gov
Thursday, April 28 th , 2022 2:00 PM	Bids due and bid opening (Bids will be accepted until time of opening. No bids will be accepted after the due date and time.
May 2 nd & 3 rd , 2022	Oral Presentations

1.3 Restrictions on Communications

From the issue date of this Request for Proposal until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any City staff or elected officials except 1) through the Purchasing Agent named herein, 2) at the Pre-Proposal Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any proposer violating this provision.

1.4 Pre-Proposal Meeting

A pre-proposal meeting will be held Monday, April 11th, 2022, at 2:00 PM. Attendance to this meeting is optional.

1.5 **Ouestions & Addenda**

All questions concerning this **proposal must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EDT on Wednesday, April 15th, 2022, local time. The Inquiries must be directed to:

Brittany Lee, Purchasing Agent City of Dahlonega 465 Riley Road Dahlonega, Georgia 30533 blee@dahlonega.gov

Fax 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposal. Addenda shall be posted to the city website www.dahlonega.gov, no later than Friday, April 20th, 2022, no later than 5:00 PM EDT. A signed copy of the Addenda Acknowledgement Form shall accompany submitted proposals. Proposers are advised to check the website for addenda before submitting their bids.

1.6 Contract Term

The contract between the City and the Contractor shall become effective upon signing and will be eligible for up to two (2) annual renewals.

The contract between the City and the selected Vendor shall become effective upon signing. The City reserves the right to terminate contract at any time if successful proposer fails to meet requirements stated in this proposal. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

1.7 Bonds

Bid Bonds Not Required
Performance and Payment Bond Not Required

1.8 Submission of Proposals

Only sealed proposals will be accepted. One (1) original and three (3) copies of the complete signed submittal must be received no later than <u>Thursday</u>, <u>April 28th</u>, <u>2022</u>, <u>at 2:00 PM EDT</u>. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, and address, and marked as "**INFORMATION TECHNOLOGY SUPPORT SERVICES #2022-013"** to:

Brittany Lee, Purchasing Agent City of Dahlonega 465 Riley Road Dahlonega GA 30533

PRICE PROPOSAL MUST BE SENT IN A SEPARATE SEALED ENVELOPE.

Proposal responses submitted by fax or electronic mail (email) will NOT be accepted.

Proposers are advised to allow adequate time for shipping. Many express mail and delivery services do not guarantee overnight delivery by noon to the City. Any bid received after Thursday, April 28th, 2022, at 2:00 PM EDT, will not be opened. Late bids will be rejected in their entirety.

1.9 Exception to RFP

Each contractor shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the proposal. All exceptions taken must be identified and explained in writing in your RFP and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer's solution must be explained in detail. The City welcomes innovative suggestions and recommendations from Proposers that will ensure a 100% successful service approach.

2.0 SCOPE OF WORK

2.1 Background

The City of Dahlonega is located approximately sixty miles north of Atlanta. The City provides services including Police, Public Works, Courts, Planning and Community Development, Utility Services and Billing, Downtown Development, parks, and special events along with various administrative and support functions. The City has one main campus and several off-site locations which will be served by this contract.

2.2 Scope of Work

Vendors are required to provide as much detail as possible in this proposal, regarding the scope of services, approach to protecting and securing the technology used by City users, and their capability and experience. The City will utilize evaluation and selection criteria to determine an acceptable vendor. The City reserves the right to reject any or all proposals or to accept any proposal considered most advantageous, regardless of price.

The City of Dahlonega is requesting proposals from qualified, professional technology vendors for Information Technology Support Services. The qualified vendor would provide necessary technical services, which would enable the City to:

- A) Protect and secure its technology facilities and equipment
- B) Ensure the efficient operation of its data processing networks and related computer systems in its defined user community
- C) Enhance its quality of service for departments defined in the enclosed schedules
- D) Minimize the spending and maximize the ROI for investment in technology

The ideal vendor will resolve computer systems and network issues in accordance with industry standards and acceptable maintenance and support benchmarks. The successful vendor will be expected to organize HELP DESK service calls or a ticket system efficiently and to ensure that there is NO significant computer downtime during normal working hours, generally, 7:30 AM to 5:30 PM, Monday through Friday, in addition to 24-hour operations for Public Safety, Water and Wastewater plants. The vendor is expected to report on the status of technology issues and communicate effectively with City departments. Experience in Public Safety Systems and Criminal Justice Information Systems Security Policy preferred. GCIC certification is also preferred. This experience can be noted in the response. Additionally, all IT vendors having access to the City of Dahlonega Public Safety Servers/information shall submit to a fingerprint and criminal history check conducted by the Dahlonega Police Department.

The City of Dahlonega does NOT have an IT Department and is currently using an outside vendor service to provide maintenance and support on an as-needed basis for employees.

There are two Microsoft Windows server being utilized throughout the City's departmental infrastructure. This server uses Windows Server 2012 R2 and Windows Server 2019. These have various memory and hard drive sizing. Other detailed information about the specifications is available for review, as necessary. There are two backup systems being utilized on this same infrastructure. The backup system is Microsoft Windows Backup and iDrive Cloud Backup.

There are currently eighteen (18) desktop computers, thirty-one (31) laptops, and seventeen (17) printers, three (3) tablets, and thirty (30) smartphones in the departmental areas to be covered under the service and support agreement with the successful vendor. These PCs are located throughout City Hall, City Hall Annex, Street Shop, Wastewater Treatment Plant, and Utility Distribution and Collection Shop. These PCs vary by manufacturer, age, specifications, software, and service pack versions. Windows 2010 is the prevalent system used on the workstations. The City also utilizes a few Apple products running macOS. This consist of three laptops, one desktop and two Apple iPad tablets.

Attached please find Schedule A, depicting the equipment and software in summary form.

This section summarizes the services to be provided to the City in this RFP. The City is looking for a maintenance and support program to be designed under two major categories. These categories are, I. preventive maintenance/strategic forecasting alongside the City senior leadership team, and II. as needed or responsive maintenance to accommodate departmental computer system activities and user equipment performance. The City expects the vendor proposal to define, in detail, the approach to be used in the above categories. The distinction of time and material costs for these efforts is important to billing the City and future budget considerations.

Services in the following areas are anticipated:

A. Information Technology Assessment

Review the inventory, assess the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted within 45 days of award of contract and by April 1st each year the contract is in force. This is to allow for necessary budget planning for the upcoming fiscal year.

B. Desktop Application Support

Performance of basic support functions, including the installation of PC's, laptops, PDA's, printers, peripherals, and office software; diagnosis and correction of desktop application problems; configuration of PC's and laptops for standard applications; identification and correction of user hardware problems with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer-related hardware, to be made available to the City personnel upon request; and implementation of Help Desk procedures under policy constraints of the successful vendor.

C. Server and Workstation Administrative Services

Manage networks and computer systems, including complex applications, databases, messaging, servers, and associated hardware, software, communications, and operating systems, necessary for performance, security, cyber security, reliability, and recoverability of the systems.

Schedule and perform preventive maintenance for equipment.

Maintain records for all Help Desk tickets for both on-site visits and telephone support; develop backup plans and assure procedures are being followed.

Manage configuration, including changes, upgrades, patches, etc., manage and document user logins and password security; and support software products relating to servers and workstations; provide timely response to repair and maintenance work for the user.

D. Network Administration Services

Maintain and support network equipment including wireless network, switches, firewalls, routers, and other security devices.

Install and maintain printers, scanners, network devices, et al; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment and provide recovery assistance for data.

Proactively monitor network equipment including wireless network and performance indicators to report on threshold limitations; provide network performance and capacity management services.

E. Email, Security and Backup Efforts

Maintain all City email accounts using dahlonega.gov domain, currently hosted on a G-mail server, add, change, and/or delete employee accounts as requested; maintain virus-detection programs on City of Dahlonega, Georgia file server/s, user computers, and laptops.

Perform periodic security audits and notify the designated person or department of suspected breaches of security. Configure the City's systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the City Designee. Have a data backup policy, with procedures in place to manage daily, weekly, and monthly backup of all computers, data, information, email, and the like; be able to restore systems and data if servers and/or computers go down.

F. Planning

Engineer, plan, and design services for major system enhancements and/or upgrades to existing systems; make recommendations for future purchasing and technology needs, when requested or necessary. Install new equipment and software when acquired, including the transfer of existing data.

G. Not Included

The contract to be awarded does not obligate the City to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. Replacement parts are not part of this contract.

The scope also does not include computer equipment and networks not owned by the City.

3.0 SUBMISSION REQUIREMENTS

The City is requesting that the proposal be submitted to address the subjects with specificity. We are looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective informational technology system. Due to the nature of this proposal, it is requested that the technical proposal shall not exceed twenty pages in length. The respondent may provide additional material above what is required in this document.

Each proposal shall provide the following information:

A. Letter

The letter of transmittal must contain the following statements and information:

- 1. Company name, address, telephone number(s), and website.
- 2. Name, title, email address, and telephone number of the person(s) to contact and who is authorized to represent the firm and to whom correspondence should be directed.
- 3. Federal and State taxpayer-identification numbers and SAVE and/or E-Verify verification of the firm.
- 4. A brief statement of your understanding of the services to be performed and an affirmation statement to provide services as specified if selected.
- 5. The letter must be signed by a corporate officer or person authorized to bind the vendor to the proposal and cost schedule.
- 6. A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract negotiated with the City.

B. Profile:

Provide a short profile of the firm including at a minimum:

- 1. Length of time in business.
- 2. Length of time in providing proposed services.
- 3. Description of the current client base to include the number of clients and types of businesses served.
- 4. Three letters of professional reference from current clients
- 5. Number of clients in the public sector.
- 6. Number of full-time employees and area of involvement: Technical Support, Programming, Consulting, Sales Support, Administrative Support
- 7. Location of office to service the account.
- 8. Experience with utility billing, law enforcement agency support

C. Proposal:

The proposal should include at a minimum:

- 1. Description of the approach the firm will use in providing the services requested. Description of how the firm is positioned to provide the services requested, with a history of experience in providing similar services.
- 2. Name, title, address, and telephone number of three references for clients, whom similar services have been provided, including information referencing the actual services performed, number of users, and length of tenure.
- 3. Naming of staff resources, with identification of principals and key personnel,
 - a. who is available to provide the services
 - b. experience and expertise of staff
 - c. local availability of staff is an important consideration

- d. role and responsibilities that each staff member will have
- 4. Support services questions to be addressed:
 - a. Help Desk Description
 - b. Support availability (days of week and time)
 - c. Steps for resolving problem escalation
 - d. Final authority regarding conflicts
 - e. Response time and goal for resolving problems
- 5. Explanation of any contract termination for default or another incident in the past five years. Termination for default is defined as notice to stop services for non-performance or deficient performance, and the issue was either litigated or not litigated. If a default occurred, list the name, address, and telephone number of the party. If NO such termination occurred for default, declare it. The City will evaluate the facts, and may, at its sole discretion, reject the vendor's proposal.
- 6. Scope of services beyond the RFP that the firm provides which may be of interest to the City.
- 7. Proposal summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.

D. Reports

The vendor shall submit service reports with invoices monthly. The vendor shall prepare an annual assessment report as described in Section 2.A. of this RFP. The vendor must be available to meet with City management to review reports and discuss issues. The proposal should describe the vendor's policy for onsite review meetings and provide sample monthly and annual reports used with other clients.

E. Cost of Services/Contract Terms

Please submit the cost of services in a separate sealed envelope inside the proposal. The vendor shall submit a draft contract, which shall be included in the envelope with the cost of services proposal.

The City is requesting that the vendor submit a FIXED FEE service contract for items listed but not limited to in Schedule A, for a twelve-month period, with an option to renew for two twelve-month periods. Each twelve-month period must be shown separately.

A payment schedule should also be included (i.e.: monthly, quarterly). Vendors must list, specifically, any services which would not be covered in the proposal price. The vendor shall indicate the impact, if any, of changes in the City's IT infrastructure (number of servers and PCs) on the fixed fee.

Identify the following for those services not under the fixed fee:

- a. A fee schedule containing the vendor hourly rates
- b. A description of how services will be billed
- c. A description of additional charges, as in out-of-pocket expenses for travel, subsistence, etc.

4.0 EVALUATION CRITERIA

A selection committee, appointed by the City will review the vendors' proposals. An evaluation and selection process will be completed using the following approach criteria.

A. Selection Committee

Proposals submitted will be evaluated by a Selection Committee consisting of members designated by the City Manager. The Mayor may also appoint one or more Council Members to the Selection Committee.

B. Review of Proposals

The Committee will use a point formula during the review process to score proposals. Each member of the Committee will first score each technical proposal by each of the criteria described below. The Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each service provider. At this point vendors with an unacceptable technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened, and additional points will be added to the technical score based on the proposal and contract. The maximum score for the price will be assigned to the firm offering the lowest total all-inclusive maximum price.

Appropriate fractional scores will be assigned to other proposers.

The City reserves the right to retain all proposals submitted and use any idea or approach offered in a proposal regardless of whether that proposal is selected.

C. Evaluation Criteria

Proposals will be evaluated and scored for both technical qualifications and price. The following represents the principal selection criteria that will be considered during the evaluation process.

Technical Qualifications: (Maximum Points - 75)

- 1. Expertise and Experience
- 2. The vendor's previous experience and performance on comparable engagements.
- 3. The quality and expertise of the vendor's personnel to be assigned to the account and the quality of the vendor's management support personnel to be available for technical consultation.
 - a. Resumes of key staff
 - b. Approach and Methodology
- 4. Adequacy of a proposed staffing plan for various segments of the engagement.
- 5. Adequacy of identification methods to address needs from most crucial to minor in a manner that the most crucial needs are addressed and met first and foremost.
- 6. Availability and response time to address needs, including emergency response.
- 7. Ability to develop, communicate and execute plans relating to the City's information technologies.

Price: (Maximum Points – 25)

COST IS A FACTOR BUT WILL NOT BE THE PRIMARY DETERMINANT IN THE SELECTION.

D. Oral Presentations

During the evaluation process, the committee may, at its discretion request one, any combination, or all vendors to make oral presentations. Such presentations will provide firms with an opportunity to answer

any questions the Committee may have on a vendor's proposal. Not all proposed vendors may be asked to make such an oral presentation.

E. Final Selection

The Selection Committee will make a recommendation to the City Council. The City Council will make the final selection.

4.1 Miscellaneous

The City reserves the right to reject any or all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in City's sole judgment, best meets the requirements of the program.

The RFP creates no obligation on the part of the City of Dahlonega, Georgia to award a contract or to compensate the Bidder for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews. City of Dahlonega, Georgia reserves the right to award a contract based on proposals received without further discussion or negotiation. Vendors should not rely upon the opportunity to alter their qualifications during any discussions.

The City further reserves the right to make such investigation as it deems necessary to determine the capability of the vendors to furnish required services, and vendors shall furnish all such information for this purpose as the City may request.

5.0 TERMS AND CONDITIONS

5.1 RFP Amendments

The City reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information can be found on the City's website, https://dahlonega.gov/submit-a-bid-or-proposal/ It is the Proposer's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.

5.2 RFP Withdrawal

A submitted RFP may only be withdrawn prior to the due date in accordance with O.C.G.A.§13-10-22 by a signed written request to the Purchasing Agent.

5.3 Costs for Preparing RFP

The cost for developing the RFP is the sole responsibility of the contractor. The City will not provide reimbursement for such cost.

5.4 Conflict of Interest

If a Proposer has any existing client relationship that involves The City of Dahlonega, the Proposer must disclose each relationship.

5.5 Contractor Selection

The City of Dahlonega reserves the exclusive right to determine which Proposer should be awarded the contract. The City also reserves the right to reject any and all RFPs at its discretion, with or without cause.

5.6 Negotiations and Apparent Winner

Prior to the award, the apparent winning proposer will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the City. Failure to resolve differences will lead to the rejection of the contractor's RFP.

The City reserves the right to negotiate modifications and costs with the successful Proposer, provided that no such modifications affect the specifications set forth herein. The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the City.

5.7 Taxes

The City of Dahlonega is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. The City of Dahlonega cannot exempt others from tax.

5.8 Proposal Bonds, Performance Bonds, and Payment Bonds (if required)

A five percent (5%) proposal bond, a one hundred percent (100 %) performance bond and/or a one hundred percent (100%) payment bond shall be furnished to the City of Dahlonega if stated as a requirement in paragraph 1.8 in the "Introduction" section of this proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.

5.9 Compliance with Laws

The contractor will comply with all State and Federal laws, rules, and regulations.

5.10 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

5.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

5.12 Rejection of Submissions/Cancellation of Bids

The City of Dahlonega reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject bids that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Invitation to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.

5.13 Non-discrimination

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

5.14 Payment

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. The City of Dahlonega typically pays invoices on a net 30 basis.

5.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

- 2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
- 3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- 4. The Contractor further agrees to protect, defend, indemnify, and hold harmless The City of Dahlonega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
- 5. The Contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the City.
- 6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
- 7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the Subcontractors and any persons employed by the Sub-contractor.
- 8. The Contractor and all Sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
- 9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

A "Certificate of Insurance" showing The City of Dahlonega as the Certificate Holder must be provided prior and incorporated as part of the award contract.

5.16 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive, and accept communication as an authorized representative of the City.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this bid, the Contractor shall confer with the City for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the City and its agents as provided in this bid.

5.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by the Contract, shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to the Contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that Contractor shall have the right to retain copies of the same.

5.19 News Releases by Contractor

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlonega Purchasing Director for review and approval.

5.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of the Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The City and the Contractor agree to resolve issues through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

5.21 Drug-Free Workplace

By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

- 1. A drug-free workplace will be provided for the Contractor's employees during the performance of the contract.
- 2. Each Contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
- 3. As part of the subcontracting agreement with (Contractor's name), (Sub-Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3.
- 4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without the written consent of the City.

5.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

5.24 Non-Collusive Bidding

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

5.25 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

5.26 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

5.27 Documents Deemed Part of Contract

Unless otherwise modified by the Contract, the City of Dahlonega's Request for Proposal issued March 22, 2022, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

SCHEDULE A

Brand/Model

City Hall – File Room Dell File Server/Power Edge T330 City Hall – File Room Database Server/Power Edge T640

City Hall – City Manager Dell Latitude Laptop City Hall – Special Projects Dell Latitude Laptop City Hall – Council Chambers Dell Latitude Laptop City Hall – Legislative ThinkPad Laptop

City Hall – City Clerk ThinkPad Laptop and Lenovo Tablet

City Hall – Assistant City Clerk Dell Latitude Laptop City Hall – Finance Director Dell Latitude Laptop

City Hall – Asst. Finance Director Dell Desktop and Dell Laptop

City Hall – Utility Billing Dell Desktop City Hall – Accounts Payable Dell Desktop City Hall – Purchasing Dell Desktop City Hall – Customer Service Dell Desktop City Hall – Customer Service Dell Desktop

Dell Latitude Laptop City Hall – Finance Support City Hall – City Public Works Director Dell Latitude Laptop

City Hall – Capital Projects Dell Desktop City Hall – Capital Projects Dell Desktop

City Hall – Public Works Admin. Asst. Dell Latitude Laptop City Hall – Planning and Zoning Director ThinkPad Laptop

City Hall – Building Inspector

Dell Latitude Laptop & Surface Tablet City Hall – Community Dev. Admin. Asst. Dell Desktop & Dell Latitude Laptop

City Hall – Chief of Police Dell Latitude Laptop (2) City Hall – Police Admin. Asst. Dell Desktop

City Hall - Police Officer Dell Latitude Rugged Laptop Dell Latitude Rugged Laptop City Hall – Police Office

City Hall – Code Enforcement **HP** Laptop

City Hall – Court Clerk Dell Latitude Laptop City Hall – Deputy Court Clerk Dell Latitude Laptop City Hall – Court Support Dell Latitude Laptop City Hall – Downtown Dahlonega Dell Latitude Laptop City Hall – Downtown Dahlonega Dell Latitude Laptop

City Hall – Downtown Dahlonega MacBook Pro City Hall – Downtown Dahlonega MacBook Pro City Hall – Downtown Dahlonega MacBook Air City Hall – Downtown Dahlonega Mini Mac City Hall – Downtown Dahlonega iPad

City Shop – Streets Department Dell Latitude Rugged Laptop

City Shop – Solid Waste Department Dell Desktop Water Distribution/Collection - Shop Dell Desktop

Water Distribution/Collection - Shop Dell Latitude Laptop

Water Distribution/Collection - Shop Dell Latitude Rugged Laptop

Water Distribution/Collection - Shop Apple iPad Water Treatment Plant Dell Desktop Water Treatment Plant Dell Desktop

Water Treatment Plant Dell Latitude Laptop

Wastewater Treatment Plant
Wastewater Treatment Plant
Wastewater Treatment Plant
Dell Desktop
Dell Desktop
Dell Desktop

Cell Phones

Model	Number of
iPhone 5s	1
iPhone 6s	4
iPhone 7	5
iPhone 8	5
iPhone SE	7
iPhone XR	4
iPhone 11	1
Samsung Galaxy S8	1
Samsung Galaxy S10	2

Printers

Printers are located in various locations at City Hall, City Hall Annexes, Water Treatment Plant, Wastewater Treatment Plant and City Shop.

Savin IM C6000

HP DesignJet T1100ps HPCC66C1

HP Officejet 7110

Savin IM C3000

HP DesignJet T830

HP Color LaserJet Pro MFP M477fdn

HP 8710 Officejet Pro

Epson 4720

Brother HL-3140CW

HP Officejet Pro 9010

HP Officejet Pro 8020

Savin MP 301

IDville Badge Printer

HP Officejet Pro 9015

HP Officejet Pro 8025e

Water Plant Ricoh Afio 2550

Water Plant Savin MP301

PROPOSER'S FINANCIAL CHECKLIST AND PROPOSAL SUBMITTAL PACKET

Company Name:	
Please indicate you have completed the following docuorder:	umentation and submit them in the following
☐ Proposer's Information	
☐ Execution of Proposal	
☐ Price Proposal	
☐ Affidavit of Non-Collusion	
☐ SAVE Affidavit	
☐ E-Verify Affidavit	
☐ Addenda Acknowledgement	
☐ Completed W-9	
Authorized Signature	Title
Print Name	Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

PROPOSER'S INFORMATION FORM

(Type or Print)		Name and Mailing Address (Where to Send Payment)
Name of Company		Name of Company
Address		Address
City, State, & Zip Code		City, State, & Zip Code
Phone Number		Phone Number
Fax #		Email Address
Tax ID Number	OR	Social Security Number
Name and Title of Person Authorized to Sign		
Name		Signature
Title		
Sworn to and signed before me, a Notary Public in the year	this	day of,
Notary Public in and for the City of		, State of
Notary Public Signature and Seal:		
My Commissioner Expires:		

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

PROPOSER'S EXECUTION OF PROPOSER'S FORM

Date:	
The potential Contractor certifies the following by placing	an "X" in all bank spaces.
This bid was signed by an authorized representative	e of the firm.
The potential Contractor has determined the cost an associated with performing the services outlined he	
All labor costs associated with this project has been indirect cost.	determined, including all direct and
That the potential Contractor agrees to the condition with no exceptions.	ns as set forth in this Request for Proposal
That the potential Contractor agrees to the condition with exceptions.	ns as set forth in this Request for Proposal
Therefore, in compliance with the foregoing proposal, and a the undersigned offers and agrees if this proposal is accepte opening, to furnish the services for the prices quoted within	ed within ninety (90) days from the date of
Business Name	
Authorized Signature	Date
Printed Name and Title	

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

CERTIFICATION AND NON-COLLUSION FORM

Company Name:	
corporation, firm, or person submitting a bid f	r understanding, agreement, or connection with any for the same services and is in all respects fair and ollusive bidding is a violation of State and Federand civil damages awards.
I certify that this proposal has been prepared disclosed to another person.	independently and the price submitted will not be
with any City staff or elected officials since the through the Purchasing Agent of the City, 2)	munication by the bidder or the bidder's associated ne date this Invitation to Bid was issued except 1 at the Pre-bid conference, or 3) as provided by City reserves the right to reject the bid submitted by
I agree to abide by all conditions of this bid and	d certify that I am authorized to sign this proposal.
Authorized Signature	Title
Print Name	Date

ADDENDA ACKNOWLEDGEMENT FORM

Addendum Number	
Addendum Number	
Addendum Number	
Addendum Number	
Authorized Signature	Title
Print Name	Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

SAVE AFFIDAVIT

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)

AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

By executing this affidavit under oath, as an applicant for public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1), I am stating the following: 1) ____ I am a United States Citizen 2) ____ I am a legal permanent resident of the United States 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: ______. ***The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1 (e)(1), with this affidavit. Some examples of secure and verifiable documents: driver's license, passport, military identification. In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute. Executed in ______ (city) ______ (state). **Signature of Applicant Printed Name of Applicant** SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____, DAY OF _________, 20____

NOTARY PUBLIC

My Commission Expires:

E-VERIFY AFFIDAVIT

The City of Dahlonega and the Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 are conditions of the agreement for the physical performance of services. By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dahlonega has registered with and is participating in the federal work authorization program known as "E-Verify" to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 The undersigned Contractor also verifies use of the federal work authorization program throughout the contract period.

The Undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dahlonega, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided by the Georgia Department of Audits and Accounts or a substantially similar form. Contractor further agrees to advise the City of Dahlonega of the hiring of a new subcontractor and will obtain a Subcontractor Affidavit within five (5) days of the hiring before the Subcontractor begins working on the project. Contractor agrees to maintain all records of such compliance for inspection by the City of Dahlonega at any time and to provide a copy of each such verification to the City of Dahlonega at the time the Subcontractor(s) is retained to perform such services.

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of City of Dahlonega has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User ID Number	Name of Project	ıt
Date of Authorization	Name of Public	Employer
Name of Contractor		
I hereby declare under penalty of perjury that the fore	egoing is true and correct.	
Executed on in	,	
(date)	(city)	(state)
G'		AND SWORN BEFORE ME
Signature of Authorized Officer or Agent	ON THIS THE	DAY OF,202
Name and Title of Authorized Officer or Agent	NOTARY PUB	BLIC
	My Commissio	n Expires:

PRICE PROPOSAL

PRICE PROPOSAL MUST BE SENT IN A SEPARATE SEALED ENVELOPE.

I have read and understand the requirement of this Request for Proposal INFORMATION TECHNOLOGY SERVICE SUPPORT #2022-013.

I agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the City of Dahlonega will not be responsible for the reimbursement of any costs not specifically set forth in the proposal.

PROPOSED PRICE \$	
connection with any corporation, firm or I	al is made without prior understanding, agreement or person submitting a proposal for the same services and n or fraud. I certify that I am an authorized to sign the
Company Name	Date
Authorized Signature	Printed Name