City of Dawsonville RFP #25-RFP-001

Managed IT Services



April 21, 2025

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Attachment A: Required Contractor Forms

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I. INTRODUCTION AND PROJECT INFORMATION

The City of Dawsonville (hereinafter referred to as "City" or "Owner") is soliciting sealed proposals from qualified professional IT firms to provide recurring monthly managed IT services for the City. The detailed scope of services can be found in Section II.

A. Proposal Certification

- a. Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the City certifies that the use of competitive sealed proposals will be practical or advantageous to the City in completing the acquisition described in this document.
- b. The Owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received, and to accept the proposal which, in the Owner's sole judgement, is in the Owner's own best interest. The Owner shall have the right to accept any proposal.

B. Schedule of Events

The Request for Proposals shall be governed by the following schedule:

DATE	ACTIVITY
April 21, 2025	Release of RFP
May 5, 2025, 12:00 p.m. (EST)	Deadline for written questions
May 12, 2025, 5:00 p.m. (EST)	Answers to written questions and addenda posted to website
May 22, 2025, 11:00 a,m. (EST)	Proposals Due

C. Questions & Addenda

All questions concerning this RFP must be submitted in writing to the City Clerk no later than 12:00 p.m. (EST) on May 5, 2025. Email is preferred but regular mail may also be used and sent to the address below.

Beverly A. Banister, City Clerk City of Dawsonville 415 Hwy 53 E., Suite 100 Dawsonville, GA 30534 <u>clerk@dawsonville-ga.gov</u>

No response to inquiries, other than written, will be binding upon the City. The City reserves the right to amend the RFP prior to the proposal due date and to issue written addenda in response to any inquiries that alter the scope of the RFP.

Any and all addenda shall be posted to the City's website, <u>www.dawsonville-ga.gov</u>, under the BIDs, RFPs & RFQs tab no later than 5:00 pm EST, May 12, 2025.

It is the Proposer's responsibility to check the website for addenda before submitting a proposal.

A signed Addenda Acknowledgement Form contained within this packet shall be included with your proposal.

D. Contract Term

The initial contract term between the City and the contractor shall be for one year and will be eligible for annual renewals.

The City reserves the right to terminate the contract with 90 days written notice, for any violations in the terms of this agreement or unreconciled issues arising as a result of this agreement. Vendor agrees to provide 90 days written notice and complete any ongoing activities if Vendor chooses to opt out of an agreement with the City.

E. Bonds

a. Proposal Bonds	Not Required
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- b. Payment Bonds Not Required
- c. Performance Bonds Not Required

F. Exception to RFP

- a. 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.
- b. The City welcomes innovative suggestions and recommendations from Proposers that will ensure a 100% successful service approach.

II. SCOPE OF SERVICES

The City is seeking the services of a qualified professional IT firm to oversee and manage the City's IT network and functions. The following services are a minimum guideline of support services the City is requesting from selected provider and should expect on a daily/weekly/monthly basis to perform the following services.

- Comprehensive Trouble Ticketing System with Help Desk Support for Business Hours and after hours as needed
- Unlimited remote and onsite support with after hours and emergency support as needed for all systems
- Data encryption
- Document management and automatic offsite data transfer and backups with monitoring for backup failures
- Business Continuity and Disaster Recovery (BCDR) capabilities
- 24 X 7 Security Information and Event Management (SIEM) with expert team on standby
- Support for security incidents should include isolation, remediation and recovery strategies with creation and maintenance of a Cyber Incident Response Plan (CIRP)
- Licensing and hosting fees for remote management and monitoring suite
- Anti-malware and ransomware with dark web monitoring and scanning
- Managed endpoint prevention, detection, response and remediation
- Managed endpoint domain name security
- Support and maintenance of network drives
- Hardware drive space management
- Standard MS security workstation and server patch management
- Support for 3rd party software programs as needed
- Secure remote access agent or VPN capabilities for users as needed
- Provide active tools for security awareness training and phishing campaign simulations
- Microsoft 365 Licenses with security password management and multi-factor authentication. MUST include managed backup and archive of MS 365 emails/data with the ability to retrieve for the purpose of an Open Records Act request.
- Mimecast S2 per user
- Firewall Management and Monitoring
- Switch Management and Monitoring
- Server Management and Monitoring
- Wireless LAN Controller Management and Monitoring
- Managed Wireless Access Point Services
- Workstation IT Management Agent

This RFP is for monthly recurring IT services for the City of Dawsonville. The City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.

III. REQUIRED CONTENT AND FORMAT OF RFP

The proposer shall provide detailed information so as to demonstrate their understanding of the services requested.

All documents will be typewritten on standard 8 $\frac{1}{2}$ x 11" white paper.

The proposer shall include **ONE ORIGINAL PROPOSAL AND FOUR COPIES** and seal its proposals so that they will not be damaged in mailing.

The Qualifications Proposal and the Cost Proposal are to be packaged and sealed separately but should be mailed together.

A prospective service provider's response shall include, at a minimum, the following information. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

- A. Present in brief, concise terms, a summary level description of your firm and its capabilities including any pertinent information needed to determine the firm's expertise, experience and ability to perform the anticipated work, also providing the years of combined experience of team members for this project; and
- B. Proposal will address how the Proposers have previously provided the services detailed in the RFPs scope of services and shall provide at least three (3) references for contracts of a similar size and scope; and
- C. Provide a detailed description of the Proposer's approach for the development and completion of the project including elements to be performed by the awarded IT firm and elements expected to be performed by City staff; and
- D. Provide the firm's proposed project team including detailed qualifications and experience of each team member with projects of this nature; and
- E. Proposed project timeline; and
- F. Review Project Cost Proposal information in Section VI, then complete **Proposal Fee Form** as provided in Section VII. Proposal Fee Form must be sealed separately as part of your proposal; and
- G. Completed and signed Proposer's Response Form in Section VIII; and
- H. All Contractor Forms as provided in Exhibit A completed, signed and returned with your proposal.

IV. PROPOSAL EVALUATION FACTORS

It is the City's intent to evaluate the proposals based on technical merit and price. It is the intent of the City to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City. The City reserves the right to seek additional/supplemental representation on specific issues as needed.

A. Evaluation Method

Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighing values are established to minimize that subjectivity. The following delineates the value attributed to each section.

SECTION	<u>WEIGHT</u>
Firm and Team Member Experience and Capabilities Project Cost Firm's Location Project Execution and Completion Understanding and Completion of RFP Materials	35% 35% 15% 10% 5%
То	

Following the evaluation of the proposals, the Team may request the top-ranking firm(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, they will take place at City Hall in Dawsonville, Georgia at a mutually acceptable date and time that will be promulgated by the City.

V. RFP SPECIFICATIONS

- A. The cost for developing the RFP is the sole responsibility of the contractor. The City will not provide reimbursement for such cost.
- B. If a Proposer has any existing client relationship that involves the City of Dawsonville, the Proposer must disclose each relationship.
- C. The City of Dawsonville anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the City. It is anticipated that such an award, if any, will be accomplished within sixty (60) days (unless otherwise agreed upon by the Proposer(s) and the City) from the proposal opening.
- D. Prior to 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 rejection of the contractor's proposal.
- E. 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 Notice to Proceed document is received from the City.
- F. The City of Dawsonville is exempt from sales tax; however, the contractor shall pay all taxes required as stated by law. The City of Dawsonville cannot exempt others from tax.
- G. The contractor will comply with all State and Federal laws, rules and regulations.
- H. Contractor shall not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. Contractor shall not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatsoever, nor shall Contractor cause or induce another to withdraw a bid or proposal for the work.
- I. The submission of a proposal will constitute an incontrovertible representation by the Company that they have complied with all the above requirements.
- J. The proposal must include an executed E-Verify Contractor Affidavit.
- K. The City will evaluate all written submittals. It is incumbent upon the Proposer to demonstrate within their proposal how each requirement will be satisfied. All proposals must meet the specification as outlined in this RFP. The City reserves the right to investigate the qualifications and experience of the Proposers, or to obtain new proposals. Proposals not sufficiently detailed or are in an unacceptable form may be rejected by the City.

Deadline for all sealed proposals must be submitted in writing and received at the address listed below no later than **11:00 a.m. (EST) on the 22nd day of May 2025**. Any RFP received after that time will be rejected.

The sealed envelope must include the wording **RFP #25-RFP-001/Managed IT Services** in the lower lefthand corner of the envelope.

CITY OF DAWSONVILLE 415 HWY 53 E, SUITE 100 DAWSONVILLE, GA 30534

VI. PROJECT COST PROPOSAL

Each Proposer is required to submit a cost proposal as part of its response. **Please package this separately from your qualifications proposal**. The cost proposal will be evaluated and scored in accordance with scoring criteria. By submitting a response, the supplier agrees that it has read, understood and will submit a Proposal by the following instructions:

- The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
- Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award; and
- The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract.

Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Proposers and foster competition to obtain the best market pricing. Consequently, the City requires that each Proposer's cost be in the format provided in the Proposal Fee Form. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's proposal.

Enter all information directly into the Proposal Fee Form on the following page. Cells left blank will be interpreted as "no offer".

Based on the total score of the Qualifications and Cost proposals, the City may choose Proposers with whom to negotiate the final project methodology/scope, fees, and schedules with a view toward entering into a contractual agreement.

PROPOSAL FEE FORM

RFP #25-RFP-001

For furnishing all labor, materials and equipment necessary to provide Managed IT Services on a Monthly Recurring Basis

ITEM ITEM DESCRIPTION		QUANTITY	Monthly Recurring UNIT AMOUNT	AMOUNT
0001	Onboarding Cost	1		
0002	Firewall Management and Monitoring	1		
0003	Server Management and Monitoring	2		
0001	Switch Management and Monitoring	2		
0005	Managed Wireless Access Point Services	4		
0006	Wireless LAN Controller Management and Monitoring	1		
0007	Workstation Management and Monitoring	20		
8000	Microsoft 365 Business Standard Licenses	15		
0009	Microsoft 365 Business Basic Licenses	4		
0010	Microsoft 365 Exchange Online P1 Licenses	11		
0011	Microsoft 365 Exchange Online P2 Licenses	1		
0012	Mimecast S2 Per User	30		
0013	Managed Offsite Backup of data, per GB	1160 (approx.)		
0014	Security Awareness Training with Phishing Campaign Simulations	30		
			TOTAL	

<u>Questions:</u> For all questions, clarifications or further information, requests should be in writing and directed to the City Clerk at <u>beverly.banister@dawsonville-ga.gov</u>.

VIII. **PROPOSER'S RESPONSE**

Date: _____

RFP #25-RFP-001

The undersigned agrees, if this proposal is accepted within sixty (60) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Request for Proposal at the price in the Proposal Fee Form.

Prices to remain firm for sixty (60) calendar days or ______calendar days after date of opening.

Vendor must initial here if the 60-day requirement is changed:

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abiding by all conditions of this RFP and certify that I am authorized to sign this proposal for the Proposer.

RFPs not signed must be declared as "non-responsive" and not considered for award.

Signature: _____ Title: _____

Printed Name: _____

IX. Terms and Conditions

- 1. <u>Changes:</u> No change will be made to this request for proposal except by written modification by the City. Requests for interpretation or changes must be in writing and received according to the Schedule of Events listed in Section I,B.
- 2. <u>Signing of RFP</u>: Failure to sign your RFP in "original form" will force your RFP to be declared as "non-responsive" and not considered for award.
- 3. <u>RFP Acceptance Time</u>: RFPs requiring acceptance by the City in less than sixty (60) calendar days could be rejected, unless so stated and accepted by the City.
- 4. <u>RFP Identification:</u> All RFPs submitted as a result of this request for proposal must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:

RFP #25-RFP-001 / Managed IT Services

Sealed RFPs will be accepted until 11:00 a.m. local time on Thursday, May 22, 2025 at City Hall, 415 Highway 53 East, Suite 100, Dawsonville, GA 30534.

- 5. <u>Withdrawal of RFPs</u>: RFPs may be withdrawn by written request only if the request is received prior to the time and date set for the opening of RFPs. Negligence on the part of the Proposer in preparing their RFP confers no right of withdrawal or modification of his RFP after RFP has been opened. No RFP may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.
- 6. <u>Bonds</u>: Construction bidders are required to post performance and payment bonds in an amount equal to the contract award unless the contract is under \$40,000.00.

6.1 <u>Bid Bond</u>: Construction bidders are also required to post a 5% bid bond at the time of bid submission if the projected budget for the work exceeds \$40,000.00

- 7. <u>Site Inspections</u>: The City will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this request for RFP.
- 8. <u>Award of Contract</u>: Award will be made to that responsible proposer whose RFP, conforming to the request for proposal, will be most advantageous to the City; price and other factors considered. The City reserves the right to reject any and/or all RFPs submitted and to waive any technicalities or minor irregularities in RFPs received. A written award mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of the City.
- 9. <u>Non-Discrimination</u>: The vendor assures to provide services in a manner that does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.

- 10. <u>Exceptions to Specifications</u>: Any award resulting from this request for proposal shall bind the Proposer to all terms, conditions, and specifications set forth in this request for proposals. Proposer's whose proposal does not conform should so note on separate page if necessary and/or on the RFP schedule. The City reserves the right to waive minor technicalities, the determination of which is in the discretion of the City.
- <u>RFP Results</u>: Interested parties may request, in writing, a RFP tabulation after award of RFP has been approved by the City of Dawsonville City Council by sending a selfaddressed, stamped envelope with their request to: City of Dawsonville City Clerk, 415 Hwy 53 E, Suite 100, Dawsonville, GA 30534.
- 12. <u>Payment</u>: Payments will be made upon all items completed each month or completion of all work and acceptance by City on invoices submitted and approved by the appropriate City representative(s). All invoices must have a Purchase Order (PO) number. Invoices are to be submitted to:

clerk@dawsonville-ga.gov or mailed to

City of Dawsonville Attn: City Clerk 415 Hwy. 53 E, Suite 100 Dawsonville, GA 30534

- 12.1. All Invoices should be made out to: **The City of Dawsonville.**
- 12.2. Itemize all invoices in full. E-mail or mail the original and one copy of your invoice to the address above. Each invoice is to include the following minimum information:
 - 1. Date Invoice is Submitted;
 - 2. Purchase Order Number;
 - 3. Payment Terms;
 - 4. Date of Transaction;
- 5. City Department;
- 6. Item (s) or Service;
- 7. Quantity of each Item or Service;
- 8. RFP Price of each Item or Service

Invoices received with any of the required information listed above missing will not be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

- 12.3. Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A City employee's signature must appear on the delivery receipt or invoice.
- 12.4. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use tax. A certificate will be furnished if requested. The City is exempt from taxes, but the successful contractor shall pay all taxes required of him by law and City cannot exempt others from tax.

- 12.5. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 Et. Seq.).
- 13. <u>Retainage</u>: Not Applicable.
- Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (706) 265-3256 or: City of Dawsonville, Attn: Accounts Payable, 415 Hwy 53 E, Suite 100, Dawsonville, GA 30534
- 15. <u>Execution of Contract</u>: Subsequent to the award, the successful Proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of "**Notice of Award**". The date of presentation shall be deemed to be the postmark date. The successful Proposer's RFP and this request for proposal shall be incorporated into the contract, except to the extent that this request for proposal conflicts with the contract, in which case the provisions of the contract shall take precedent.
- 16. <u>Certificate of Insurance</u>: The Contractor agrees to procure all of the insurance specified below:
 - 16.1. Workers' Compensation Insurance for all employees who are engaged in the work under the contract.
 - 16.2. Public Liability and Motor Vehicle Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him glide performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:
 - 16.2.1. Public Liability Insurance in an amount not less than \$2,000,000.00 on account of one occurrence.
 - 16.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the Contractor in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
 - 16.3. Intentionally Omitted.
 - 16.4. The insurance company must be licensed to do business in the state of Georgia.
 - 16.5. The Contractor shall furnish to City of Dawsonville a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
 - 16.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.

- 16.7. Each policy of insurance required under this agreement shall provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the City will receive a copy of said notice of cancellation.
- 16.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, shall constitute a basis for insurance rejection of the insurance by the city.
- 16.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all claims against the city, its officers, agents, and employees, which arise out of any negligent, reckless, or intentionally wrongful conduct act or omission of the Contractor or any consultant employed by the Contractor or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Contractor or any consultant employees or agents, which condition which a result of negligent, reckless, or intentionally wrongful acts performed under the contract.
- 17. <u>Cancellation of Insurance</u>: If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.
- 18. <u>Inclusion</u>: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposal will be the responsibility of the successful Proposer to provide at no other cost to the City unless so stated on the successful Proposer's proposal as additional cost items and accepted by the City at the time of the award and/or contract.
- 19. <u>Regulatory Agencies</u>: Successful Proposer will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful Proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).
- 20. <u>Independent Contractors</u>: The Proposer represents to City of Dawsonville that they are fully experienced and properly qualified to perform the functions provided herein and are properly equipped, organized, and financed to perform such functions. The Proposer shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of City of Dawsonville and nothing contained in this request for proposal or a contract resulting from same shall be construed to constitute the Proposer or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the city nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

- 21. <u>Assignment of Contractual Rights</u>: It is agreed that the successful Proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposal or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.
- 22. <u>Starting Time</u>: Work will commence within ten (10) calendar days (or other timeline as mutually agreed upon) after being issued a "**Notice to Proceed**" on the project and commence in a routine, orderly manner until completion and acceptance by the City.
- 23. <u>Change Orders</u>: Any and all change order requests by the successful Proposer must be approved through the City's Financial Policy. For any work performed outside the contract agreement for which compensation over and above the agreement occurs, there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.
- 24. <u>Indemnity</u>: Successful Proposer agrees, if entering into a contract as a result of this request for proposal, to defend, indemnify, and hold harmless City of Dawsonville from any and all causes of action or claims of damages arising out of or related to Proposer's negligent, reckless, or intentionally wrongful performance or actions or those of his employees, subcontractors, or agents, under said contract.
- 25. <u>Termination</u>: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this request for RFPs, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the City of Dawsonville City Council on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the official minutes of the City of Dawsonville.
- 26. <u>Appropriation of Funds</u>: Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the City's obligations under said contract(s).
- 27. <u>Cancellation for Cause</u>: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
- 28. <u>Anti-Discrimination Clause</u>: "City of Dawsonville does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."
- 29. <u>Reserved</u>.
- 30. Reserved.
- 31. Reserved.

- 32. <u>Changes to Contract</u>: No change will be made to this contract except by written modification by the Contracts Administrator.
- 33. <u>Questions</u>: All questions concerning this Request for Proposal should be directed to the buyer whose name appears on the cover page unless otherwise directed.

ATTACHMENT "A"

Required Contractor Forms



Department: Procurement

PROPOSER'S INFORMATION FORM

1.	Legal Business Name
2.	Street Address
3.	City, State & Zip
	Type of Business Registration
5.	Name & Title of Authorized Signer
6.	Primary Contact
7.	Phone
8.	Email
9.	Company Website
10.	Has your company ever been debarred from doing business with any federal State or local agency?
	Yes No
	If yes, please state the agency names, dates and reason for debarment.



Department: Procurement

PROPOSER'S REFERENCE SHEET

All references must include information for whom your company has completed work similar to the Scope of Services outlined in this Proposal. Attach additional page(s) if necessary.

Proposer's Company Name			
		Title	
Phone	Email		
Date(s) of project/service:			
Reference 2: Company			
Street Address			
City, State & Zip			
Contact Person Name		Title	
Phone	Email		
Date(s) of project/service:			
Reference 3: Company			
Street Address			
City, State & Zip			
Contact Person Name		Title	
Phone	Email		
Date(s) of project/service:			



Department: Procurement

PROPOSER'S EXECUTION OF PROPOSAL FORM

Date _____

The potential Contractor certifies the following by an "X" in all blank spaces:

- _____ That this RFP was signed by an authorized representative of the firm.
- That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

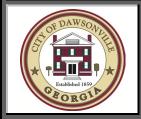
Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title



Department: Procurement

AFFIDAVIT OF NON-COLLUSION

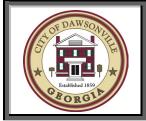
I, ______, certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that I did not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. I did not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatsoever. I did not, nor will I, cause or induce another to withdraw a bid or proposal for the work.

I have not directly or indirectly violated subsection (d) of O.C.G.A.§36-91-21, nor has any officer, representative, agent or other person acting on behalf of my company.

If this oath is false, the contract shall be void, and all sums paid by the City of Dawsonville on the contract may be recovered by appropriate action.

Company Name					
Authorized Signature			Date	;	
Typed Name & Title					
This affidavit is given this	_day of		, 20		
Sworn to and subscribed before me	e this	day of		, 20	<u> </u> .
Notary Public Signature		Co	ommission Ex	pires	



Department: Procurement

ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE)

The Proposer has examined and carefully studied the proposal and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum No.

Addendum No. _____

Addendum No.

Addendum No.

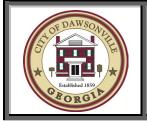
Company Name

Authorized Signature

Date

Typed Name & Title

Proposers must acknowledge any issued addenda. RFPs which fail to acknowledge the Proposer's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



Department: Procurement

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT AFFIDAVIT

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 which states that no Georgia Public Employer shall enter into a contract for the physical performance of services within the State of Georgia unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <u>https://e-verify.uscis.gov</u>

By executing the attached Contractor Affidavit, 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 Dawsonville has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statue.

Contractor further agrees that should it employe or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the City of Dawsonville, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the City of Dawsonville at the time of the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND SUB-CONTRACTOR AFFIDAVIT, IF APPLICABLE AND SUBMIT IT WITH YOUR PROPOSAL.

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number	Date of Authorization
Name of Contractor	Name of Project
Name of Public Employer	
I hereby declare under penalty of perjury that the forego	ing is true and correct.
Executed on,, 20 in	(city),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 20	
NOTARY PUBLIC My Commission Expires:	_

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

The undersigned sub-contractor executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Sub-contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Sub-contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Sub-contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Sub-contractor will notify the public employer in the event the Sub-contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Sub-contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Sub-contractor will contract for the performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Sub-contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Sub-contractor is a party after the date hereof without further action or consent by Sub-contractor; and
- g) Sub-contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number	Date of Authorization
Name of Sub-contractor	Name of Project
Name of Public Employer	
I hereby declare under penalty of perjury that the fore	egoing is true and correct.
Executed on,, 20 in	(city),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 20	
	NOTARY PUBLIC
My Commission Expires:	

ATTACHMENT "B"

Sample Contract

Sample of Contract

(Note: This sample form will be filled out at time of Award. Do not submit at this time)

STATE OF GEORGIA CITY OF DAWSONVILLE

CONTRACT RFP #25-RFP-001

CITY OF DAWSONVILLE MONTHLY RECURRING MANAGED IT SERVICES

This agreement made and entered into this the _____ day of _____, 20___, by and between the City Council of the City of Dawsonville, Georgia (Hereinafter referred to as "City") and ______ hereafter referred to as "Contractor").

Witnesseth:

Whereas the City intends to contract to provide for managed IT services on a recurring monthly basis for the City of Dawsonville, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

City of Dawsonville's Request for Proposal #25-RFP-001 issued on April 21, 2025, the Proposer's response (All originals are on file in the office of the City Clerk for City of Dawsonville, 415 Hwy 53 E, Suite 100 GA 30534), and this contract are all incorporated into and made a part of this agreement by reference.

Attachment A: All terms and conditions Attachment C: Contractors cost data Attachment B: Contractor's response Attachment D: Any other documents

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

(Signatures of Following Page)

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

City of Dawsonville, Georgia	City	of	Daw	son	/ille,	Geor	gia
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By: Mayor		
Subscribed and sworn before me on this	day of	, 20
Notary Public		
My Commission Expires:		
Contractor		
By: Name, Title		
Subscribed and sworn before me on this	day of	, 20
Notary Public		
My Commission Expires:		