



September 21, 2022

**REQUEST FOR PROPOSAL
RP020-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision and Implementation of a Line Queue Management Solution on an Annual Contract** with four (4) one-year options to renew for the Department of Planning and Development.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on October 20, 2022**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 A.M. local time on October 6, 2022**. All service providers are urged to attend. Questions regarding proposals should be directed to Chris Duncan, CPPB at christopher.duncan@gwinnettcounty.com no later than **3:00 p.m. on October 10, 2022**. Proposals are legal and binding upon the bidder when submitted. One unbound single sided original, six (6) bound copies, and one (1) electronic copy on a flash drive should be submitted.

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

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Matthew Eason, ADA Coordinator, Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

We look forward to your proposal and appreciate your interest in Gwinnett County.

**Chris Duncan, CPPB
Purchasing Associate III**

The following pages **should** be returned with your proposal:

Service Provider Information: Page 47

References: Page 48

List of Subcontractors: Page 49

Contractor Affidavit: Page 59

Code of Ethics Affidavit: Page 60

Pricing Table (In a Separately Sealed Envelope), Exhibit C

REQUEST FOR

PROPOSAL

RP020-22

Provision and Implementation of

Line Queue Management Solution

GWINNETT COUNTY, GA



1.0 INTRODUCTION

The intent of this Request for Proposal is for the Gwinnett County Department of Planning and Development (Department), located in Gwinnett County, Georgia to obtain proposals from service providers offering a software solution to manage line queues. The solution is required to be a SaaS solution that will meet the functional requirements and criteria as described in this request for proposal.

The Department is interested in solutions that have a proven track record of providing a line queue management solution as described by this proposal to businesses and/or other government jurisdictions of the same size and complexity as Gwinnett County's Department. The proposed solution should meet the requirements outlined in the proposal and the vendor should be prepared to demonstrate those capabilities, should they be asked to do so before award. Note, commercial production systems or systems that are undergoing major functional changes or upgrades, are not acceptable for industry-standard systems sought in this solicitation. Although the County is interested in implementing systems with a proven track record and implementation history, that does not preclude service providers from submitting optional proposals that may utilize emerging technology whether on-premises, hosted, or cloud-based solutions, to provide the best result for Gwinnett County.

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

The request for proposal and the successful proposal will become part of a written contract between the County and the proposing service provider. The contract shall be on forms supplied by the County.

Finally, all proposed solutions must comply with the existing ***Exhibit A - Security Requirements for Purchases*** provided in the solicitation.

2.0 BACKGROUND AND CURRENT ENVIRONMENT

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

2.1 Demographics

Gwinnett County, Georgia, has an estimated population of approximately one million as of 2020. The County has experienced double and triple-digit population growth every Census since the 1950s and is ranked as one of the fastest-growing counties in the U.S., as well as being the second largest county in Georgia.

The Gwinnett County Government takes a business approach to run the County and continuously strives to improve the services the County provides to County agencies, businesses, and residents. The importance of this mission increases as technology becomes ever more tightly integrated into all facets of operating the County. The Information Technology (IT) component of the proposed solution the County seeks must consider lifecycle management for cross-organizational consistency.

2.2 Gwinnett County Department of Planning and Development

The Department of Planning and Development promotes and enhances the well-being of residents, visitors, property owners, and businesses in Gwinnett County. The department accomplishes its mission through implementing programs and providing services that encourage high quality development and promote the maintenance and revitalization of existing neighborhoods and commercial properties. Department services include zoning, plan review, permitting, inspections, business licensing, and code enforcement.

The Department has a considerable amount of public interaction, both online and in person. Staff responds to walk-in visitors, telephone calls and emails seeking technical assistance with permitting, plan review, zoning, land use, and other services. Staff in the lobby are currently challenged by the use of a shared spreadsheet to track customer interactions, assigning customers to the appropriate service desk, calling customers by name, updating the spreadsheet throughout the customer's visit, and reporting time spent with customers.

By introducing a line queue management solution, the Department seeks to provide new automation to the customer check-in process while reducing manual tracking processes. This implementation would benefit all staff and supervisors assigned to manage customers who visit the Department. By utilizing a customer self-service check-in, SMS messaging, and standard workflow processes, the Department seeks to improve customer wait times, the in-person customer service experience, and the quality of reporting data to senior leadership as well as the general public.

2.3 Gwinnett Department of Information Technology Services

The Department of Information Technology Services is responsible for leading the technology evaluation of the solutions presented as a part of this solicitation as well as providing support and delivery of technology solutions and innovations throughout the Gwinnett County Government. The department is made up of over 150 business and technology professionals that deliver innovations and services to all Gwinnett County departments.

2.4 Gwinnett Department of Information Technology Architecture and Environment

The County’s Network is managed by the County Department of Information Technology Services. The Network supports all County Departments, including public safety. The County’s existing network topology consists of a logical layer operating over a physical layer. The logical layer is firewalled between members but operates in a relatively open manner so that if there is physical connectivity, there is also a logical path to that node. The physical layer is a hub-and-spoke architecture with links provided by Gwinnett County-owned fiber, as well as metered connections from a network vendor.

The County Network Core consists of two primary sites, Gwinnett County Justice and Administration Center (GJAC) and Gwinnett County Police Department (GCPD) Annex, which have dual high-speed connections to each site. The remote nodes have redundant connections to the Core. The County is establishing a Disaster Recovery location and Alternate 9-1-1 Center at the Bay Creek District Office.

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

Technology Type	Current Technology
On-premises Email Gateway	Proofpoint
Security	Current Technology
Data Loss Prevention	Microsoft DLP
Network	Current Technology
Cloud Email Gateway	Proofpoint
Multi Factor Authentication	Microsoft Azure Cloud
Protocols	Current Technology
Directory Services Standard	LDAP, Active Directory (AD), AzureAD
Software	Current Technology
Productivity	Microsoft 365
ERP	SAP
Document Repository	FileNet, SharePoint
Email Communications Platform	Microsoft Exchange Online
Internet Browser	Microsoft Edge
Document digitization and workflow	DocuSign
Mobile Device Management	Microsoft Intune

Table 1 – Technology Ecosystem

The Gwinnett County current requirements related to infrastructure and information security can be found in **Exhibit A - Security Requirements for Purchases** of this Request for Proposal. As indicated in the response requirements, all service providers are required to comment on their adherence to those requirements and callout specifically any, and all exceptions or clarifications to that end.

3.0 SCOPE OF SERVICES

3.1 Project overview

The County is procuring a software solution to manage line queues for the Department of Planning and Development. The successful service provider will provide a software solution managed and maintained by the provider, professional services, training, project management, implementation, and support as described in this proposal.

3.2 Component systems

The County expects the service provider to provide all the components necessary for a fully functioning solution for each solution component and the collective solution of all those components working together as a single solution. The solution provided can include components from multiple manufacturers and providers, however, the service provider is responsible for providing a single solution response that is complete and meets all requirements. The level of integration between major system components will be a proposal evaluation factor. The County anticipates that in a proposed solution with components from different sources, the service provider will act as the system integrator and be responsible for overall implementation, any internal interfaces required, testing, training, and maintenance support of the complete solution.

As outlined in this proposal, the County's desire and expectation is that the proposed solution, including any subcontractor applications, partners, and others delivering elements of the solution will be best-of-breed and highly configurable. Gwinnett County anticipates selecting the queue management solution that meets the optimal number of its functional specifications with standard system functionality at the best value for the County.

Objectives:

- Customer can join the queue while in-person utilizing a customer-focused user interface built for touchscreen input (a web-based application using County-supplied hardware) or by department staff onsite (using back-office environment).
- Customer can join the queue remotely via web interface.
- Customer can opt to receive automated SMS communications throughout the process.
- Customer can view queue status remotely via web or in-person on a local display (using County-supplied hardware).
- Staff can summon, transfer, message, and manage complete interaction within system.
- Supervisors can monitor live queue status from dashboard.
- Supervisors can produce detailed, standard out-of-the-box reports.
- Supervisors can request or configure custom reports.
- County can access all system data.

Conceptually, the proposed solution will include the following capabilities/components that all work together with no integrations, interfaces or development required by either Gwinnett County or the service provider(s):

- Sign-In
 - In-person (customer self-service or by department staff) or remote (web interface)
 - Configurable sign-in screen(s)
 - Service selections

- Custom fields – name, phone number, or other
 - Estimated time to service displayable
- Call screen, configurable to display desired fields (using County-supplied hardware)
- The self-service UI, web interface, and call screen must be branded to County standards
- Workflow
 - Service selections connected with service desk
 - Staff dashboard/task management
 - Summon, park, transfer, cancel, complete ticket
 - Track time stamps between status updates
 - Enter notes and comments on ticket visible by staff
- Communications
 - Automated SMS messaging based on process step
 - Ad hoc SMS messaging triggered by staff
- Reporting
 - Detailed, standard out-of-the-box reports
 - Custom reports completed in-house or on request
 - Complete data export in standard format to include PDF and CSV or Excel
- Administration
 - Add/remove back-office users
 - Manage user security permissions
 - Manage application custom fields

3.3 Information security protection

The County requires that the service provider proposes a solution that protects against service disruption caused by ransomware, in addition to the traditional Continuity of Business provisions. Such protection could use a tiered replication model where the third-tier synchronization lags behind the near real-time replication of the lower tiers. Alternatively, the approach could also include using an off-line Disaster Recovery model. The service provider is responsible for providing detailed responses to Interrogatories related to security and agree to adhere to the requirements and policies outlined in **Exhibit A - Security Requirements for Purchases** and respond to all related functional requirements in **Exhibit B – Functional Requirements Response Workbook**. Finally, the proposed solution(s) must be able to comply and work with the end-point protection and other security requirements of Gwinnett County.

3.4 System software and hardware

The service provider will propose all necessary hardware and software to ensure that the proposed solution provided by the service provider will perform at its optimum capabilities for the users and those that interact with the system.

The County requires that service provider's response to this proposal includes a turnkey system configuration necessary to meet the functional and operational requirements of this proposal consisting of items as outlined in the response at a minimal:

- Completed solution component diagram and how it will connect the user and County to the cloud-based solution.
- Databases and database management.
- Operating system software required (device, browser, Internet speeds, etc.).
- Servers and backend equipment – if applicable.
- Specifications in size, power consumption, etc.

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

It is the expectation of the County that the proposed pricing for all hardware and system software will be highly competitive and consistent with the State of Georgia and Gwinnett County hardware purchasing agreements.

3.5 Implementation and support

The service provider, with appropriate involvement from Gwinnett County employees, must perform all tasks required to install and implement the proposed system, including all software installation, service provider-configuration, instruction, professional services, and guidance on user-configuration, testing, training. For cloud-based systems, the system will be maintained and updated by the provider as part of the ongoing service agreement, whereas on-premises systems will require involvement from Gwinnett County employees for system maintenance and updates. The service provider must use Gwinnett County's Global Protect VPN in order to remote access to the County network.

3.6 Site preparation and bandwidth requirements assessment

As part of the proposal response, the service provider shall state the minimum and maximum bandwidth requirements, as well as other permitted ranges of environmental variations, necessary for the satisfactory operation of the proposed solution. The service provider should describe any environment requirements for all recommended and/or proposed components of the proposed solution. This would include the following (if required):

- The latency between Gwinnett County and the service provider's cloud solution
- Transactional response time ranges that may be tied to service level agreements (SLAs) or invocation of support related tickets
- Documented connection speeds up and down, from the service provider's cloud solution

3.7 Project management

The service provider will be responsible for applying sound project management methodologies in the areas of:

- Project planning
- Risk management
- Resource management
- Project monitoring and reporting
- Production control
- Configuration management
- Quality assurance
- Test planning and execution
- Training
- Implementation methodology
- Post-implementation support
- Adherence to Gwinnett County Change Management processes
- Documentation (technical and non-technical)

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

3.7.1 Change management

Managing process changes associated with implementing the new systems will be a critical component of project success. The service provider will comply with County Change Management procedures, during implementation and post implementation for all deployments, configuration changes, and system maintenance throughout the lifetime of the solution. The County expects the service provider to work with Gwinnett County's Project Team and agency Subject Matter Experts (SMEs) to identify process changes, provide guidance on implementation strategies that provide maximum benefit to the Department, as well as develop training tools and materials to facilitate the transition to the new systems using new business processes.

3.7.2 Documentation

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

- User documentation.
- Configuration documentation.
- Interface documentation.
- System Administration manuals.
- Application software tutorial.
- Database setup and maintenance.
- System documentation.
- Documentation for web service/interface definitions.
- First level triaging/trouble shooting for agency helpdesk.
- Helpdesk support call escalation process.
- Disaster recovery documentation.

3.7.3 Configuration/Training environment

The service provider is to provide a combination configuration (test) / training environment for the proposed solution. A "sandbox" environment where new features, changes, workflow, forms, etc. can be tried without impacting the test, training, production, or other environments.

3.7.4 Acceptance tests

The implementation must include adequate provisions for functional, performance and reliability testing. The County requires service provider involvement in the development and execution of test plans to assure that the systems deliver the expected results. Satisfactory completion of a mutually agreed-upon Acceptance Test for each stage of the implementation is required, as is a Final Acceptance Test in a fully integrated environment, to ensure

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

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

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

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

3.7.5 Functional acceptance testing requirements

The service provider is to include in the proposal response the plan they would use for Acceptance Testing for their solution should they be selected. The service provider is affirming that the final Solution design, Acceptance Test Plan, and System Documentation includes each proposed solicitation requirement, by marking a "Yes" response in the Functional Requirements Response Matrix.

The County will confirm all Solution functionality prior to System Acceptance. Each specific system function agreed to as part of the final Contract will be tested and tracked from original documentation, e.g., from proposal to Contract, then to Acceptance Testing, by the Selected service provider.

During the Functional Acceptance Test, the selected service provider will demonstrate the operation of each proposed feature, function, and interface simulating a live environment based on the test plan that will be approved by the County no less than 14-days prior to the start of functional testing.

3.7.6 Performance/Stress testing requirements

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

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

3.8 System performance and testing requirements

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

- The solution shall conform to the requirements specified in this proposal.

- The solution shall provide all the functional and operational capabilities described as both “Yes-Fully meets” and “Yes-Partially meets” in the Functional Requirements Response, by the service provider in their proposal response to the interrogatory questions and those demonstrated in the product demonstration.
- All inquiry and file maintenance functions shall be performed without adversely affecting system performance and system operations.
- The system shall provide problem-free interoperability for all the hardware and software components specified in this document.
- Users shall not be required to halt system operations during backups or other system administration tasks.

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

All responding service providers are expected to outline details describing how they will conduct system testing that meets the requirements outlined above. This includes a description of how each of the following system tests are administered and reported upon:

- System response times
- System availability

3.9 Reliability testing requirements

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

To complete the Reliability Test successfully the following must occur:

- All systems must demonstrate full availability for 30 consecutive days.
- Should any selected service provider-provided hardware component fail three times during the testing phase, the selected service provider will replace the failing hardware component, without charge to the County.
- System performance will continue to meet the functional requirements of the Contract, as tested, or verified by County personnel at any time.
- If the solution or any system component falls below the required availability requirement, the Reliability Test will be stopped. At this time, the selected service provider is to correct any deficiencies in preparation for a retest. If the deficiencies are of such severity that the retest cannot be initiated within 15 days of the initial failure, the selected service provider is to prepare a Correction Plan that details the reason for the failure and proposed correction.

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

3.10 Application errors

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

All responding service providers are expected to outline details as to how they meet the Application Errors requirements identified above.

3.11 Error reporting

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

All responding service providers are expected to outline details as to how they meet the Error Reporting requirements identified above.

3.12 Warranty

The entire solution as proposed by the service provider shall include a first-year warranty for service provider-supplied hardware and software for a minimum of twelve (12) months after the formal Final System Acceptance date. The warranty is to include all system and application software updates, enhancements, and refinements, as well as all professional services necessary to support the software. The warranty is to conform to contractually agreed to specifications and protect against any defects or damage caused by manufacturers, service provider, or proposed subcontractors, in the solution's equipment or software.

Additionally, the service provider will warrant its responses to the functional requirements included in their proposal response and any other element of their proposal and will agree to attach its proposal response to any contract reached with the County.

If the selected service provider is unable to perform under these guidelines, then a separate provider of the County's choice will be used, and the repair costs passed on to the selected service provider.

3.13 Support and maintenance

The County expects that a maintenance and support agreement will be offered and that the maintenance and support will be included in the pricing of the solution units. 9 hours per day (8am-5pm EST) x 5 days per week (Monday-Friday) support is required for the proposed solution. The service provider's proposed support agreement is to be included in the response and designate priority levels for system errors and include a guaranteed response time for each

priority level. Additionally, the support agreement should define the role of the service provider's helpdesk for support.

3.13.1 Technical support center

As the first level of Support and Maintenance, the service provider shall provide telephone support for operational and technical assistance. The service provider should provide information about their coverage level and hours of operations.

3.14 Training

The service provider should provide both a training environment for all solution components, as well as the necessary and sufficient training for County personnel as part of the implementation. Training for County personnel (system administrators, users, and DoITS support personnel) must be delivered directly by the service provider's training staff to these target audiences.

Sufficient training is defined as that level of training that enables the end-user to proficiently perform the duties associated with the utilization of the system or, for system administrators, maintenance of the system.

3.14.1 Personnel requiring training

Gwinnett County DoITS anticipates about 30 total trainees for this solution – a combination of end users and admins. During the implementation process, the County and service provider will work together to define the final numbers.

3.14.2 Training types

The County recognizes that the involvement, understanding, and commitment of employees are essential to the successful implementation of the proposed Solution. As such, Gwinnett County employees will participate in all key process design and configuration decisions. In preparation for that process, the service provider shall provide a foundational level of training for the County. The service provider can propose a "train the trainer" approach, however that must be clearly stated and described in the response to ensure it meets the steps outlined below.

3.14.3 Training materials

All training material is to meet the following requirements:

- Training materials should be provided three (3) weeks before the start of any training course.
- Training materials must be for the version of the solution that will be deployed.
- Training materials should reflect adult learning principles, and all training sessions should include a demonstration of knowledge and skills transferred by the persons being trained.

Additionally, the selected service provider is to provide a configuration/training system that will allow users to simulate live operations for all proposed system components without degrading solution performance.

All responding service providers are expected to outline details as to how their training materials and environment meet the requirements identified above.

3.15 Post-cutover support

The selected service provider and its implementation team, with appropriate involvement from Gwinnett County employees, must provide ongoing support for the 30-day reliability test period starting after the date of successful proposed solution implementation in the production environment. Upon completion of the 30- day reliability test period, if there are no outstanding issues, the County will provide formal acceptance of the solution.

All responding service providers are expected to outline details as to how they meet the Post-Cutover support requirements identified above.

4.0 PRE-PROPOSAL CONFERENCE

The County will hold a pre-proposal conference. This is optional and not to preclude a service provider from submitting a proposal.

Service providers are responsible for submitting all questions in writing. All questions will need to be submitted in accordance with the published deadline. Service providers are encouraged to submit questions prior to the Pre-Proposal Conference. Questions will be answered and published for all to view.

Note: The written proposal documents supersede any verbal or written prior communications between the parties.

5.0 PROPOSAL REQUIREMENTS

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

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

To enhance the evaluation process and provide each service provider an equal opportunity for consideration, all service providers should adhere to a standardized technical proposal format outlined in this proposal. Responses are to be as thorough and detailed as possible so that Gwinnett County may properly evaluate the service provider's capabilities to provide the required services. This includes the submission of the Functional Requirements Workbook and the Pricing Response Workbook in both electronic (Excel and PDF) formats and written formats. All electronic submissions should be on a virus-free USB drive with the named as outlined in this proposal. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, visual and other presentation aids are not required.

Service Providers are encouraged to submit clear and concise responses, and excessive length or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful service provider, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged. Proposers should not submit website links in lieu of written responses. Website links and any information contained within may not be reviewed or considered by Gwinnett County.

6.0 PROPOSAL EVALUATION PROCESS

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

6.1 Selection Criteria

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

Scoring Criteria	Description	Points
Part I		
I. Responsiveness	The service provider’s ability to follow the proposal preparation instructions outlined in this solicitation including the failure to return required pages, missing signatures, missing documents, etc. This will be considered an indicator of the service provider’s ability to follow instructions should they receive an award for this solicitation.	5
II. Experience & Qualifications	<u>Experience. (Past performance)</u> Experience as evidenced in the response. This includes, but is not limited to, the experience providing similar services to similar jurisdictions. <u>Qualifications (Ability to provide the solution).</u> Specific information on the company’s resources and ability to deliver the required services, providing specific approach/plans (implementation, data conversion, testing, training, cutover) to be used to perform the services. Background on the company, including the number of years in business and past major projects completed as well as the financial position of the company, should the service provider’s company be awarded the contract. Successful service provider shall have the demonstrated ability to provide project management and administrative support to the County.	15
III. Solution Description	<u>Solution Description.</u> Specific information provided by the service provider including, but not limited to how the features and functions work, the architecture, supportability, and overall robustness of the solution. <u>Complexity & Flexibility</u> The ability to be scalable.	25
IV. Functional Requirements	<u>Functional Requirements.</u> Ability for the proposed solution to provide the required/desired functions based on the responses to Exhibit B – Functional Requirements Response Workbook.	30

Scoring Criteria	Description	Points
Part I		
V. Implementation & Project Management	The ability to support a smooth implementation through Project Management Institute (PMI) methods and standards, robust training, and service delivery.	5
VI. References	The quality of the references and their feedback will be taken as further indication as to the service provider’s ability to provide, implement and support the solution they are proposing to the County.	5
VII. Pricing	Solution pricing will not be the sole deciding factor in the selection process but will be considered as part of the evaluation process. All Pricing should be included only in Exhibit C - Pricing Response Workbook. (To be submitted in a separate sealed envelope.)	15
Total Points		100
Part III		
Optional Virtual Interview/Demonstration	The service provider’s solution capabilities and response to oral questions will be considered an indicator of the robustness of the proposed Solution and the service provider’s ability to meet the functional requirements in a manner that is seamless and consistent with the County’s vision, processes, and timelines. At the County’s discretion, product demonstrations prior to making a final selection may be required. If conducted, the demonstrations will follow a County-structured format. Product demonstrations will be conducted on a currently operational, i.e., in production, version of the total Solution that is being proposed.	20
Additional Solutions	This optional information on additional products is not scored.	0
Total Points		120

Table 2 – Scoring Criteria

6.2 Selection process

6.2.1 Proposal evaluation

Basis of Short-Listing / Selection

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

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

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

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

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

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

7.0 PROPOSAL RESPONSE FORMAT

The format of each proposal is to contain the following data and elements organized into separate Sections and Subsections as outlined in the **Proposal Compliance Table**, Table 3, below. Service providers should clearly label Sections and Subsections in the proposal response as indicated in Column 1 of the **Proposal Compliance Table**. Modifications, additions, or changes to the terms and conditions of this proposal may be reflected in the score the service provider’s response receives. For reference, the County has indicated in The Proposal Compliance Table, the general scoring components for each area of the service provider’s proposal response. The list is not all-inclusive; however, it does provide the general areas of scoring. Service providers are to address each of the interrogatories, i.e., numbered questions in Proposal Response as part of the proposal submittal. For each numbered interrogatory, the response should include the number of the question, the question restated, and then service provider’s response immediately following that question.

Table 3 - Proposal Response

Proposal Response Section/ Subsection	Description	Included in Proposal Response (Y/N)
SECTION 1	<p>PROPOSAL INTRODUCTORY DOCUMENTS/RESPONSIVENESS – 5 Points</p> <ul style="list-style-type: none"> • Cover Sheet • Table of Contents • Cover Letter/Executive Summary • Acknowledgement that the service provider has reviewed and understands Background and Current Environment. • Completed Proposal Compliance Table (Table) • Acknowledgement of review of Gwinnett County IT Security Requirements for Purchasing (Exhibit A) 	
SECTION 2	<p>EXPERIENCE AND QUALIFICATIONS OF COMPANIES – 15 Points</p> <ul style="list-style-type: none"> • Responses to Questions Q2.1-Q2.15 	
SECTION 3	<p>SOLUTION DESCRIPTION – 25 Points</p> <ul style="list-style-type: none"> • Solution technical architecture • Cloud-based architecture • Solution security and authentication • Solution interoperability • Solution maintenance and support • Availability and reliability • Solution Component – Interfaces and Integrations • Solution Component – Reporting and Dashboards • Solution Component – Professional Services • Solution Component – IT Requirements • Responses to Questions Q3.1-Q3.99 	

Proposal Response Section/ Subsection	Description	Included in Proposal Response (Y/N)
SECTION 4	<p>FUNCTIONAL REQUIREMENTS RESPONSE – 30 Points</p> <p>The service provider will complete and include the Functional Requirements Response for the following as a separate Excel workbook provided with the proposal.</p> <ul style="list-style-type: none"> • Exhibit B: Functional Requirements Response Workbook. 	
SECTION 5	<p>IMPLEMENTATION AND PROJECT MANAGEMENT – 5 Points</p> <ul style="list-style-type: none"> • Responses to Questions Q5.1-Q5.19 	
SECTION 6	<p>REFERENCES – 5 Points</p> <ul style="list-style-type: none"> • Reference Sheets 	
SECTION 7	<p>PRICING – 15 Points</p> <ul style="list-style-type: none"> • Exhibit C – Pricing Response Workbook * <p><i>* The service provider will complete and include the Exhibit C – Pricing Response Workbook, a separate Excel workbook provided with the project costs. The pricing workbook includes multiple worksheets that must be completed in the exact format shown. While rows may be added for additional line items, columns, and structure beyond that cannot be altered.</i></p> <p><i>The pricing information is to be placed in a separate sealed envelope. No pricing information is to appear in the body of the proposal response. Doing otherwise risks the service provider and their respective response being deemed non-compliant and being disqualified from the review process.</i></p>	

Proposal Response Section/ Subsection	Description	Included in Proposal Response (Y/N)
SECTION 8	<p>RESPONSE FORMS</p> <p>The service provider will complete and include the Response Forms listed below. Additionally, the service provider should complete and submit the following documents (and any applicable redlines) as part of the proposal response for:</p> <ul style="list-style-type: none"> • Service Provider Information Page (including acknowledgement of addenda) • References Sheet • Subcontractor List • Contractor Affidavit and Agreement • Code of Ethics Affidavit • Insurance Requirements • General Conditions to Service Provider Agreements • Sample Service Provider Contract • No Bid Response (if applicable) • General Instructions for Proposers, Terms and Conditions <p>Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - Appendix II to 2 CFR Part 200</p>	
SECTION 9	<p>ADDITIONAL SOLUTIONS <i>(optional)</i></p> <p>The service provider may provide information for additional solutions or services that are available to its clients that may not be specified in this proposal. The interrogatory questions responses are to be included in the body of the proposal in this section. The cost information for these additional solutions is to be responded to on the tab named <i>Additional Solutions</i>.</p> <p>The Additional Services are not considered in the scoring criteria and selection process.</p> <ul style="list-style-type: none"> • Pricing on tab "Additional Solutions" in Exhibit C – Pricing Response Workbook • Responses to Questions Q6.1-Q6.2 • ** <p><i>** If the service provider does not wish to respond to this section should indicate "NA" in the response to the interrogatory questions in this section.</i></p>	

8.0 PROPOSAL RESPONSE SECTION 1 – INTRODUCTORY DOCUMENTS – 5 Points

This section of the service provider's proposal response should be identified as "**SECTION 1 – INTRODUCTORY DOCUMENTS**" and include the items listed below in the order indicated below.

- Cover Sheet, first page of the proposal response, to include the following at a minimum:
 - Request for Proposal Number and Name.
 - The company submitting the proposal response (service provider).
 - Date of Submission.
 - Point of Contact (service provider).
- Table of Contents that includes all major response headings and pages numbers. Note: All pages in the proposal response should be uniquely numbered.
- Cover Letter/Executive Summary, to meet the following at a minimum:
 - On company letterhead.
 - Signed by a person with the corporate authority to enter into any contract which results from the proposal.
- Executive Summary, to meet the following at a minimum:
 - Overview of service provider company and all partners that make up the proposed solution.
 - List of products/modules that make up the complete proposed solution.
- Acknowledgement that service provider has reviewed and understands Background and Current Environment.

9.0 PROPOSAL RESPONSE: SECTION 2 - EXPERIENCE AND QUALIFICATIONS OF THE COMPANY

15 Points

9.1 Identification information

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

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q2.1.** Identify the prime service provider information and explain if there are any subcontractors, partners, and parties that are part of the proposed solution. This should include the information listed below at a minimum.
 - Service provider's full legal company name.
 - Service provider's organizational structure (individual, partnership, or corporation; private or public; profit or non-profit).
 - If the service provider is a corporation, formal proof of the authority of the officer signing the proposal to bind the corporation is to be submitted with the proposal.
 - Service provider's headquarters location address (must be US-based).
 - Service provider's location address that will be directly responsible for delivery of the proposed solution.
 - Service provider's main contact to include name, title, telephone number, mailing address, and email address.

- **Q2.2.** Identify the other key contacts within the service provider's organization: such as contacts for technical clarifications, contract negotiations, etc. This should include the information listed below at a minimum.
 - Person(s)' full name(s).
 - Person(s)' title(s).
 - Person(s)' location(s) (city, state).
 - Person(s)' phone number(s).
 - Person(s)' email addresses

9.2 Experience information

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

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q2.3.** Provide a summary of the service provider's company history. This should include the information listed below at a minimum.
 - Dates of inception to present.
 - Timelines associated with any and all acquisitions and changes.

- Provide the service provider's history including, but not limited to, product lines, a timeline of key milestones in the service provider's history, and industries to which the service provider offers services.
- **Q2.4.** Provide the following information regarding the service provider's size.
 - The total number of full-time employees. (Include a breakdown of how many at the location serving this project and how many elsewhere.)
 - The total number of locations. (Include a breakdown of US versus non-US.)
- **Q2.5.** If the service provider has had a contract terminated for default during the past three (3) years, this fact is to be disclosed along with the service provider's position on the matter(s). If the service provider has experienced no such terminations for default in the past, indicate as such.
- **Q2.6.** Has the service provider's company ever been party to a buy-out, merger, or company acquisition? If so, explain.
- **Q2.7.** Has the service provider's or any service provider employee ever been named in litigation and/or arbitration related to the service provider's products, services, or for any security breaches? If so, explain.
- **Q2.8.** Are there any current or past lawsuits against the service provider's company by current or former clients?
- **Q2.9.** Provide the following information regarding the roadmap for the proposed product:
 - Describe the service provider's strategic plan for the proposed products.
 - Describe the approach to integrating the proposed software with varying and new technologies as they become available.
 - Describe the approach to integrating the proposed software with varying and new technologies as they become available.
- **Q2.10.** Have any of the partners, responding as part of the proposed solution, or any of employee's ever been named in litigation and/or arbitration related to the company's product, services, or for any security breaches? If so, explain.
- **Q2.11.** Are there now, or have there been, any lawsuits against the partners responding as part of the proposed solution service provider's company by current or former clients related to the products and services included in the proposal response?

9.3 Financial condition & bank references

The highest scoring firm should submit evidence of their financial condition through bank references, financial statements, and other verifiable means. The information in this section provides basic required service provider information.

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q2.12.** The highest scoring firm will be required to submit evidence of financial condition.

10.0 PROPOSAL RESPONSE: SECTION 3 – SOLUTION DESCRIPTION – 25 Points

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

10.1 Solution technical architecture

Gwinnett County is seeking a SaaS cloud-based solution that includes all the functionality in a seamless solution. The County prefers the principal user interface to be a web browser, however, optional access through mobile devices is also allowed. The County also requires the service provider to review the **Exhibit A - Security Requirements for Purchases** and respond to all items included by noting the service provider acceptance to all as written or providing “redline” comments back on the contents of that document.

In addition to the response to the functional requirements in **Exhibit B - Functional Requirements Response Workbook**, please respond to the questions below related to the technical architecture of the overall solution.

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q3.1.** Describe the technical architecture of the solution and how it would be accessible to County users (through a county computer and mobile devices) and by external users or non-users who are interacting with the solution. This must include any, and all bandwidth assumptions and requirements.
- **Q3.2.** Though the County is seeking a cloud-based solution, if any component or alternative architecture is proposed, please describe any non-cloud-based hardware and software including the information requested below. All on-premises equipment must operate on County Standard Operating Systems and be compatible with County standard tools and software platforms without modifications or special configuration to any other systems, hardware, or software.
 - Describe how the solution will run in the County’s virtual server environment.
 - Describe all hardware and software requirements for servers including, but not limited to server configurations, number of cores, memory requirements and disk space requirements.
- **Q3.3.** Describe how the solution is licensed? (Note: Do not include pricing information but indicate how the solution is structured. For example, unlimited users, priced by number of forms, number of workflows, number of fields, number of signatures, number of collaborators, etc.)
- **Q3.4.** The solution must be browser agnostic and backward compatible to all actively supported browser versions. Solution Provider will ensure that the solution is upgraded and maintained to this specification during its lifetime. (Note: Gwinnett County prefers solutions that can work on a minimum of the following browsers: Microsoft Edge, Mozilla Firefox, Apple Safari, and Google Chrome.)
- **Q3.5.** What is the slowest wired network connection speed that will still ensure the service provider’s system can meet the System Performance requirements?

- **Q3.6.** What is the minimum network connection speed that will still ensure the service provider's system can meet the System Performance requirements?
- **Q3.7.** Does any part of the proposed solution require software (other than a browser) to be installed on the client's device (computer, mobile device, etc.)? If yes, describe the software that must be installed, and the access authorization level required to install it.
- **Q3.8.** Describe any, and all programming languages that are used for the development, configuration, and customization of the proposed solution?
- **Q3.9.** Describe any, and all add-on or third-party software required to support the functionality described in the response to the proposal including all functionality indicated in the Functional Requirements Workbooks as Available or Partially Available?
- **Q3.10.** What is the timeframe for technical obsolescence of the proposed solution? (For the purpose of this question, the version of the proposed solution would be considered obsolete when support is no longer available.)

10.2 Cloud-based architecture

Gwinnett County is seeking a cloud-based solution. Please describe your cloud-based solution in less than 1 page and then respond to the queries below.

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q3.11.** What level of data centers does the service provider use?
- **Q3.12.** Where do the servers, processes, and data physically reside?
- **Q3.13.** How often is data replicated and what level of data availability/durability is provided?
- **Q3.14.** What is the service level agreement (SLA) for uptime?
- **Q3.15.** Does the service provider's solution have regular maintenance windows, and if so, what are they?
- **Q3.16.** Are third parties involved in the provisioning of data center services? If yes, please identify those third parties and provide websites and/or other contact information.
- **Q3.17.** What services are impacted or unavailable during regular maintenance windows?
- **Q3.18.** Does the service provider's hosting environment provide redundancy and load balancing for firewalls, intrusion prevention, and other critical security elements?
- **Q3.19.** Do you leverage multiple vendor systems for network appliances?
- **Q3.20.** Do you have hardware on-premises, or do you rely on purchasing and shipping only?
- **Q3.21.** Describe the efforts in place to ensure continuous power is available to all critical systems that support the proposed solution. Include as part of the explanation includes the following topics:

- Describe the power systems.
- Describe the generator backups.
- Describe how often generators are tested with and without loads.
- Describe the proximity and availability of fuel for the generators.

10.3 Solution security and authentication

Gwinnett County requires the service provider to respond to all aspects of **Exhibit A - Security Requirements for Purchases** included in this proposal. For compliance, all claims will need to be verifiable with corresponding audit information and/or certificates that meet the respective claims. The service provider should review that document and share any clarifications or exceptions they have with the requirements outlined in that document as they related to the proposed solution.

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q3.22.** Review the Gwinnett County Security Requirements for Purchasing (Exhibit A) and outline any points of clarification or exception.
- **Q3.23.** Describe the identification and authentication methods used to ensure that users, non-users, and interfacing applications are identified and verified.
- **Q3.24.** Describe the identification and authentication methods used to ensure that users, non-users, and interfacing applications can only access data, features, and functionality for which they have been properly authorized (i.e., how roles and permissions are administered and secured).
- **Q3.25.** Describe the ability of the solution to support data tokenization.
- **Q3.26.** Describe the immunity methods and technologies used to ensure the solution is secure from unauthorized malicious programs. (i.e., viruses, worms, and Trojan horses).
- **Q3.27.** Describe the methods and technologies used to ensure data integrity. The response should include the following topics as a minimum: (Note: Additional security specific to solution components may also appear in additional questions.)
 - Data at rest – local to users.
 - Data in transit.
 - Data at rest – in cloud storage within the proposed solution.
- **Q3.28.** Does the service provider encrypt data at rest? If so, what type of encryption protection does the service provider use and how are the keys managed and secured?
- **Q3.29.** Describe how compliance is certified and maintained for all sensitive data, including each of the types listed below. If compliance and certification is not included for a type of “sensitive” data, then the service provider is requested to explicitly acknowledge and list that data type as an exception. Depending on your response, additional contract documents may be required.
 - Personal Identifiable Information (PII). Include certification of compliance with specific governing bodies and policies.

- **Q3.30.** Describe methods and technology in place to ensure that unauthorized maintenance and updates do not disrupt the security mechanisms of the solution and Gwinnett County systems.
- **Q3.31.** Describe the testing methods used to ensure the solution can withstand web application vulnerabilities such as those identified by Open Web Application Security Project (OWASP).
- **Q3.32.** Describe the network security features of the proposed solution and cloud environment. Include the topics below at a minimum in the response:
 - Disabling unassigned IP and switch ports.
 - Specifying IP ports used at the firewall and demark boundaries.
 - Ensuring security updates are in place for items such as firmware, software, and virus protection.
- **Q3.33.** Describe the role of System Administration in developing and maintaining security profiles. Include the process for changing individual profiles to support personnel movement.
- **Q3.34.** Describe to what level depth of security and permissions may be controlled across the solution and for each component and module required as part of this solicitation.
- **Q3.35.** Describe how audit trails are generated and what information is provided. Include any limitations or constraints.
- **Q3.36.** Describe how the proposed System manages unsuccessful log-on attempts. Can the County establish the number of attempts allowed? What is the reporting or alerting mechanism used to communicate unauthorized access?
- **Q3.37.** Are all data transmissions encrypted, including all server-to-server data transmissions, within data centers?
- **Q3.38.** Does the service provider provide both physical and logical separation between the encryption keys and the encrypted data?
- **Q3.39.** What certifications have the service provider obtained for data protection? For any, and all certifications listed in the requirements and this proposal, the service provider, and all partners will be required to supply proof of the certification to the County's satisfaction if requested to do so. This includes, but is not limited to, FISMA-certified and certified for compliance with NIST, DoD, PCI DSS, ISO 27001, HIPAA, SOC 2, PCI, and FIPS 140-2.
- **Q3.40.** Describe all documentation on the procedures for vulnerability management, intrusion prevention, incident response, and incident escalation and investigation related to the proposed solution and the systems that support it.
- **Q3.41.** Describe how Gwinnett County can monitor the service, which logs are kept, and how can they be accessed, for example, when there is an incident.
- **Q3.42.** Does Gwinnett County retain end-to-end, lifecycle control over where, when, and how data flows and how it is physically stored?
- **Q3.43.** Describe any, and all scheduled penetration tests of either the production environment or a designated testing environment.

- **Q3.44.** Describe the cyber security-related insurance that the service provider is proposing to cover cost and injury caused by potential cyber-attacks made on the service provider's systems that result in security breaches and vulnerabilities to Gwinnett County?

10.4 Solution maintenance and support

Gwinnett County requires the service provider to thoroughly describe the proposed support and maintenance included with the proposed solution. This includes a description of the types and frequency of support, detailed maintenance tasks and any, and all actions that would be expected by Gwinnett County DoITS and end-users. Please share a description of the support and maintenance that is proposed in addition to specifically responding to the questions below.

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q3.56.** Describe how new features are released in production. Include the items below in the description:
 - How are new features prioritized for release?
 - What cadence is new functionality introduced into production? Base the response on the last 3 years.
- **Q3.57.** Describe how new features and functionality are communicated to customers. Include the items below in the description:
 - What advance notice to new functionality is provided to users?
 - How are new functionality and features communicated to users?
 - What training is provided for new features and functionality?
 - How often are user manuals and Online Help topics updated?
- **Q3.58.** Do configuration settings carry forward as new features and functions are made available?
- **Q3.59.** Are standard interfaces updated to ensure they still work when new features and functions are made available?
- **Q3.60.** What new features and functions are already planned and committed for release in the next 24 months?
- **Q3.61.** Describe existing user groups that are available for the proposed solution?
- **Q3.62.** Describe the technical solution support provided for the proposed solution? Include the items below in the description:
 - Support for Gwinnett County DoITS helpdesk and service desk for escalations in performance.
 - Support for Gwinnett County end-user support.
 - Support for Gwinnett County System Administration support.
 - Phone support – hours of operation.
 - Online chat support – hours of operation.
 - Email support – hours of operation.
 - After-hours and emergency support for DoITS personnel.
- **Q3.63.** Describe how general support skills are transferred to Gwinnett County technical support personnel for knowledge sharing.

- **Q3.64.** Describe how solution, support, and maintenance issues are reported by Gwinnett County and then tracked, managed, resolved, and status communicated.
- **Q3.65.** Describe how user management is handled. Include in the descriptions the topics below at a minimum. Single-Sign On integration with Microsoft Active Directory is preferred for all “licensed users”. General public access to the system must not require licensing.
 - Adding new “licensed end-users”, their roles, and permissions.
 - Delete access for all types of users.
 - Restrict and expand access for all types of users.
- **Q3.66.** Describe the staffing requirements typically required to support the proposed solution based on the size, complexity, functionality, and volume described in this proposal. Use the table below to respond. An example is shown below.

Staff	Skills	Roles	Avg # of headcount
<i>Enterprise Application Administrator</i>	<i>Solution admin training</i>	<ul style="list-style-type: none"> • <i>User Management Configuration (enterprise)</i> 	2
<insert>	<insert>	<insert>	<insert>

Table 6 - Support Staffing Requirements

- **Q3.67.** Describe the service provider’s support procedure for the levels of errors listed below. Include a description of how the service provider prioritizes issues, determines response time, logs support calls; tracks incidents; monitors the escalation of problems; diagnoses and corrects problems online from remote locations; and resolves problems.
 - Level 1 Error: System or a System Component cannot be used. The issue affects multiple users, critical operations, and/or database functionality.
 - Level 2 Error: System or System Component may be turned live, but a Component does not work properly. Productive use of the affected application or module is compromised, and a procedural workaround is not available.
 - Level 3 Error: System or System Component may be turned live, but a Component does not work properly. Productive use of the affected application or component is not significantly impacted, and a procedural workaround is available.
 - Level 4 Error: System or System Component may be turned live but contains minor errors that do not impact the productive use of the affected application or module.
- **Q3.68.** Does the service provider offer any enhanced support methods such as email or web-based support requests?
- **Q3.69.** What is the service provider’s policy regarding support of third-party components included in the proposed system? Has service provider ever dropped support of a third-party component? If so, what is the service provider’s procedure for doing so and how much notice is given to customers?
- **Q3.70.** Include in this section a copy of the service provider’s standard warranty.
- **Q3.71.** If the proposed system does not include a minimum first-year warranty commencing at final System Acceptance, explain.
- **Q3.72.** What professional services are included as part of the warranty?

- **Q3.73.** Will the service provider cover repair costs for work it is unable to perform based upon warranty guidelines?

10.5 Availability and reliability

Gwinnett County requires the service provider to thoroughly describe the level of reliability and resilience of the proposed solution and the backend systems and technology that enable that solution.

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q3.74.** Describe how the solution and the system that delivers it ensure redundancy of data (stored and in transit) and all related connectivity. Include any potential single points of failure and recommendations on how they can be minimized or eliminated.
- **Q3.75.** What is the service provider's Disaster Recovery (DR) Plan? Does it include periodic failover testing that could impact the uptime of the application?
- **Q3.76.** How often is the service provider's DR plan refreshed and updated?
- **Q3.77.** Describe how data stored as part of the solution is retained, archived, and controlled by Gwinnett County as to the amount and retention policies associated with it.
- **Q3.78.** In the event that an agreement with the service provider is terminated, how will the service provider assist with the transition of data from their cloud to another service provider, including providing Gwinnett County and/or a third party with data in an effective manner?

10.6 Solution components

The Functional Requirements Workbook outlines the requirements of what capabilities the solution should immediately be able to provide Gwinnett County and those that interact with the solution (users and non-users, internal and external to Gwinnett County). The inquiries below should describe the "how" behind several key capabilities in a non-sales, non-marketing language that specifically address each item below.

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q3.79.** Describe the methods in which customers may sign into the queue.
- **Q3.80.** Describe any hardware required for customers to sign into the queue, noting whether the hardware is widely available or proprietary.
- **Q3.81.** Describe any hardware required to display a queue status screen on a monitor(s) in the customer lobby, noting whether the hardware is widely available or proprietary.
- **Q3.82.** Describe any hardware required to audibly announce/summon via system automation customers, noting whether the hardware is widely available or proprietary.

11.0 PROPOSAL RESPONSE SECTION 4 - FUNCTIONAL REQUIREMENTS RESPONSE - 30 Points

11.1 Functional Requirements Response Workbook structure

The service providers shall use the Functional Requirements Response to indicate how the service provider can satisfy Gwinnett County's business needs, functional requirements, and identify the capabilities available in the service provider's proposed solution as defined in **Exhibit B – Functional Requirements Response Workbook**. The Functional Requirements Response is provided as a separate Excel workbook with the proposal response.

Complete the workbook spreadsheet but do not modify or alter the workbook format in any manner. Column D in each workbook provides area so that notes or comments can be added while the requirement responses are being prepared. All extraneous notes or comments, e.g., column D, unrelated to an exception, alternative functionality, or capability should be removed before submitting the Functional Requirements response to the County.

If the response is "Partially Compliant" is selected to a requirement, the service provider is required to include an explanation, or it will be scored as "Not Available". Service providers are encouraged to provide as much detail as possible if alternative functionality/capabilities are available that partially or alternatively meet the identified functional requirement.

The service provider shall include the workbooks in electronic format on a flash drive for this section. Below is information about the structure of **Exhibit B – Functional Requirements Response Workbook** as well as instructions on completing the workbook.

The functional requirements are presented in an Excel workbook with separate categories for each of the major areas of functionality for which requirements have been created.

The **Exhibit B – Functional Requirements Response Workbook** responses will provide Gwinnett County a better understanding of each service provider's method of providing each functional feature. The County has designated each requirement with the level of importance to the County. The levels include High, Medium, and Low. The level of importance is used in the scoring process.

11.2 Completing the Functional Requirements Response Workbook

11.2.1 Column A – Req- ID

Column A – indicates the Requirement ID. This column is locked and should not be altered by the service provider.

11.2.2 Column B – Category

Column B – indicates the functional Category of the requirement. This column is locked and should not be altered by the service provider.

11.2.3 Column C – Importance

Column C – indicates the importance that Gwinnett County currently places on the functionality represented by the functional requirement. This column is locked and should not be altered by the service provider.

11.2.4 Column D – Requirement

Column D – describes the functionality, feature, or use for which Gwinnett County seeks a response from the service provider. This column is locked and should not be altered by the service provider.

For some functionality, the requirements may appear to be conflicting or duplicative, where a requirement may ask if a specific function is provided in one way, and then be followed by a requirement that asks if the same function is provided in a different, or potentially conflicting, fashion. This is intentional to determine which way the service provider provides that functionality when there are options.

11.2.5 Column E – Response Notes

Column E – is designated for the service provider to enter notes related to their response to the requirement. If the service provider selects a “Yes – Partially meets” response in Column F, they are required to enter information in the Response Notes column. In all other cases entering information in this column is optional.

11.2.6 Column F – Compliance Response Availability

Column F– is designated for the service provider to indicate to what level the proposed solution provides the functionality, feature, and use indicated in the functional requirement listed on that same row. Service providers should select one of the options listed below for each requirement. Failure to do so will result in that requirement being scored as though it is “**No-Does not meet**”.

- **YES-Fully meets** – the service provider’s solution will provide the described functionality in the system delivered to the County if the service provider’s solution is selected.
- **YES – Partially meets** – the service provider takes exception to the specification and must explain the reason for the exception as directed in the column Response Notes.
- **NO-Does not meet** – the service provider’s current production system is not capable of performing the function as listed in the requirement and will not be delivered in a system if the service provider’s solution is selected.

11.2.7 Column G – Compliance Response Environment

Column G– is designated for the service provider to indicate the environment in which the functional requirement is currently available as part of the proposed solution. Service providers

should select one of the options listed below for each requirement. Failure to do so will result in that requirement being scored as though it is **“Not in any environment”**.

- **Production** – the feature, functionality, and use described by the requirement is in production and in use at least one customer environment. This does not include trial and beta test – only active revenue-generating customer production status.
- **Development** – the feature, functionality, and use described by the requirement is in a development or test status with a customer or the service provider. Service providers are encouraged to provide specific dates for when the functionality, feature, and use will be moved to production as defined above. This additional information can be included in **Column E – Response Notes**. It is expected to eventually be provided as part of the proposed solution.
- **Roadmap** – the feature, functionality, and use described by the requirement on the service providers roadmap to be developed in the next 12 months from the date of the response submission to the request for proposal. It is expected to eventually be provided as part of the proposed solution.
- **Not in any environment** – the feature, functionality, and use described by the requirement is not one for which the service provider plans to offer at any time in the foreseeable future as part of the proposed solution.

12.0 PROPOSAL RESPONSE: SECTION 5 - IMPLEMENTATION AND PROJECT MANAGEMENT
5 Points

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

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

12.1 Project management

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q5.1.** Provide a Project Implementation Plan. The plan and explanation of it should contain the items listed below at a minimum.
 - Approach for implementing the proposed solution can be underway no later than 30 days after contract execution.
- **Q5.2.** Provide a Statement of Work that breaks down the system implementation by sub-project and delineates service provider and County responsibilities within each milestone task.
- **Q5.3.** Use the following format to provide a description of Gwinnett County personnel required to successfully implement the proposed system.

Position	Position Description/ Responsibilities	Total number of employees	Which implementation tasks will this participant be involved with (refer to the proposed Statement of Work)?	Estimated hours per employee, per task (include duration of task)	Recommended Training/ Background
<insert>	<insert>	<insert>	<insert>	<insert>	<insert>
<insert>	<insert>	<insert>	<insert>	<insert>	<insert>

Table 7 - Implementation Staffing Required

- **Q5.4.** Gwinnett County requires a design review process and approval to confirm that the proposed solution meets all proposed user requirements before commencing software implementation. Describe how the service provider will turn the business requirements from this proposal into functional requirements that are agreed upon by all stakeholders and actionable.
- **Q5.5.** Identify all personnel that will be a part of the project team. Provide the following information at a minimum.
 - Resume of the proposed project personnel.
 - List of related engagements similar to the proposed engagement. Include the following for each engagement:
 - The role they will play for this project.

- The names of all personnel on that project.
 - The name of the customer
 - The dates of the engagement.
 - The description of the engagement.
- **Q5.6.** Identify a project manager who will be the primary point of contact with Gwinnett County for the duration of the project through formal project acceptance. The proposed project manager and selected service provider executive representatives should be available for interviews should the County choose to include those as a part of the demonstrations for which short-listed service provider will be required to participate.

12.2 Testing

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q5.7.** Describe how issues identified in testing are addressed as part of the system testing process the service provider will use. Include the definition and response time frames for error severity levels the service provider will use.
- **Q5.8.** Describe the process the service provider follows for functional acceptance testing? Include timelines and steps in the process.
- **Q5.9.** Describe how issues identified in testing are addressed as part of the functional acceptance testing process the service provider will use. Include the definition and response time frames for error severity levels the service provider will use.
- **Q5.10.** Describe the process the service provider follows for user acceptance testing? Include timelines and steps in the process.
- **Q5.11.** Describe how issues identified in testing are addressed as part of the user acceptance testing process the service provider will use. Include the definition and response time frames for error severity levels the service provider will use.
- **Q5.12.** Describe the service provider's experience with similar size agencies and scope for conducting a load test?
- **Q5.13.** Describe the ongoing performance testing that the service provider performs on the proposed solution?
- **Q5.14.** Describe the ongoing reliability testing that the service provider performs on the proposed solution?
- **Q5.15.** Describe the ongoing stress testing that the service provider performs on the proposed solution?

12.3 Training

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q5.16.** Describe the training that is included in the proposal response in support of the proposed solution. The description should include the information listed below at a minimum. If multiple options are available, include them all in the description.
 - Training format – i.e., end-user training, train-the-trainer, etc.
 - Training venue – i.e., in-person (onsite at Gwinnett County), online, etc.
 - Training topics.
 - Training material provided.
 - The number of sessions, their length, and other time-related logistics.
 - Recommended timing with relation to “go-live” and “contract execution”.
 - Include a sample agenda from a recent training for a customer the same size and complexity as Gwinnett County.
- **Q5.17.** Does the service provider provide refresher training? If yes, describe what refresher training is available. Include the cost of refresher training in **Exhibit C – Pricing Response Workbook** as an option.
- **Q5.18.** Does the service provider provide any online training options to bring new employees up to speed on the system? If so, provide a description.
- **Q5.19.** Describe any additional training that is not included but that could be made available. Include the cost of such training in **Exhibit C – Pricing Response Workbook** as an option.

12.4 Service provider’s customer references – 5 Points

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

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

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

Provide a detailed response to each of the items below. Be sure to include the question # and question repeated before each corresponding response.

- **Q2.13.** Using the table below, provide a list of the service provider’s current customers within the United States that are using the proposed solution. The service provider may choose to include total numbers and then only include those that are of the same size and complexity as Gwinnett County. If taking this approach, please note that so the evaluation is done correctly. Use the response format shown below.

Customer Name (Company or Government)	Product(s)	# Users	# of years with the solution in production

Table 4 - Current Customers

- **Q2.14.** How many government agencies with more than 3,000 employees and 500,000 residents are using the proposed solution?
- **Q2.15.** How many government agencies in the state of Georgia are using the proposed solution?

13.0 PROPOSAL RESPONSE SECTION 7 - PRICING – 15 Points

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

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

13.1 Pricing / Costs

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

The sections of **Exhibit C – Pricing Response Workbook** are described below. Service providers are to provide all prices as firm fixed amounts. All prices must be detailed, and no modifications will be allowed to **Exhibit C – Pricing Response Workbook**.

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

13.1.1 Worksheet Structure

Exhibit C – Pricing Response Workbook includes the following worksheets:

- Instructions Worksheet
- Pricing Details Worksheet
- Total Pricing Summary Worksheet

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

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

14.0 PROPOSAL RESPONSE: ADDITIONAL SOLUTIONS

Gwinnett County is interested in learning about other adjacent services and solutions that the service provider believes would be of interest and complement the proposed solution. The information included is for informational purposes only and will not be scored as part of this solicitation, however, it may be useful for future technology considerations.

If the service provider does not wish to respond with additional solutions, place an "NA" for each of the inquiries below. Be sure to include the question # and question repeated before each corresponding response.

- **Q6.1.** Describe other functionality included in the proposed solution that has not been addressed in the proposal or functional requirements and is being offered as part of the proposed solution and for which you would like consideration made in this evaluation.
- **Q6.2.** Describe other functionality included in the proposed solution that has not been addressed in the proposal or functional requirements and is not being offered as part of the proposed solution and for which you would like Gwinnett County to be aware of for future procurement efforts.

15.0 GENERAL PROPOSAL INSTRUCTIONS

It is the County’s intent that this proposal allow competition. It is the service provider’s responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this proposal to a single service provider. Such notification should be made to the County as soon as possible, but no later than the stated question deadline.

15.1 Proposal Response Submission

All proposals are to be delivered in accordance with **Table 8 - Proposal Response Document Table**. The County requires an original single-sided set of printed documents, clearly marked as an Original, and an additional six (6) printed copies, as indicated in Table 8. Service providers are asked to deliver one (1) unbound copy of the entire proposal response and to bind or place documents into individual binders with clearly marked tabs. **The service provider’s Cost Proposal is to be provided in a separately sealed envelope marked with the service provider’s company name and RP020-22 on the envelope.**

In addition, all documents are to be provided in electronic format using a flash drive. The file naming convention and format for each file are indicated below.

Note: Exhibit B – Functional Requirements Workbook and Exhibit C – Pricing Response Workbook must both be left as individual Excel files in electronic form – not converted to PDF.

Document Name	Printed Copy (Original unbound, single-sided)	Additional Printed Copies (bound)	Electronic Copy	Electronic File Name	File Format
Proposal Response	1	6	1	Proposal Response_ Service Provider name_ yyyy.mm.dd	.pdf
Functional Requirements Response Workbook	1	6	1	Exhibit B – Functional Requirements Response Workbook_ Service Provider name _yyyy.mm.dd	.xls and .pdf
Pricing Response Workbook	1	-	1	Exhibit C – Pricing Response Workbook_ Service Provider name name_ yyyy.mm.dd	.xls and .pdf

Table 8 - Proposal Response Document Table

All documents contained within the proposal submission shall be completed in their entirety, signed, and dated where required, by an authorized representative of the service provider.

Information submitted by a service provider in the proposal process is subject to disclosure after proposal award in accordance with the Georgia law and the Georgia Open Records Act, O.C.G.A 50-18-70, which requires an affidavit be submitted to protect any information.

15.2 Proposal Delivery Instructions

All printed proposal documents and electronic files are to be delivered in a sealed container marked on the outside with the Request for Proposal number and Company Name. A printed copy and electronic file of the **Exhibit C – Pricing Response Workbook** should be submitted in a **separate sealed envelope** with the proposal number, Company Name and Cost Proposal marked clearly on the envelope and contained within the sealed box. Proposals should clearly indicate the legal name, address, and telephone number of the service provider (company, service provider, partnership, or individual).

Proposal documents shall be delivered to the Gwinnett County Purchasing no later than 2:50 P.M. local time on the date of opening to the following location:

Gwinnett County
Purchasing Division
75 Langley Drive
Lawrenceville, GA 30046

Office hours are Monday through Friday, 8:00am to 5:00pm local time, except County holidays. Faxed or emailed proposals will not be accepted. Any proposals received after the established date and time will not be accepted. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, or private couriers. The service provider has the sole responsibility to have the proposal received by the Gwinnett County Purchasing Division at the above address by the above stated time and date. Proposals will be publicly opened, and the names of the service providers will be announced at that time.

All expenses for preparation and delivery of the proposal response to the County shall be borne by the service provider.

15.3 Question Submission

It is the County's intent to allow service provider's sufficient time to submit questions and seek clarification on the proposal. Questions related to the proposal or requests for clarification are to be submitted to Chris Duncan, CPPB, Purchasing Associate III, at the following email, christopher.duncan@gwinnettcountry.com by the established deadline.

15.4 Addenda

All responses to inquiries will be in writing and will be posted as addenda on the County's website at www.gwinnettcountry.com.

It is the responsibility of all service providers to ensure that they have received all addenda and acknowledge on the service providers information page.

15.5 Service Provider's Expenses

By submitting a response to this proposal or participating in the process, each service providers agrees that all of its related expenses are its sole responsibility, and that the County will not be responsible for any costs whatsoever incurred by the service providers in connection with or resulting from the proposal process, including but not limited to costs for preparation and submission of proposals, travel/per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.

15.6 Contact with Employees and Others

Individuals, service providers, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications, regarding a solicitation with any County officer, elected official, employee, or other County representative without permission of the Gwinnett County Purchasing Division between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, service provider, or business may be disqualified from consideration for award.

15.7 Use of Gwinnett County Stakeholder Names

Upon entering an agreement, the successful service provider agrees not to use the name of the County or Gwinnett County public safety stakeholders in relation to the agreement in commercial advertising, trade literature, or press releases without the prior written approval by an authorized representative of the County.

15.8 Proposal Term and Validity

Proposals submitted shall remain valid for a period of 120 days from the proposal due date. Proposals submitted will become the property of the County after the proposal submission deadline.

15.9 Contract Term

The subsequent contract will be an annual contract with four (4) options to renew for an additional 12-month period. Contract will start upon award by the Board of Commissioners. Solution pricing will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements of the initial contract.

16.0 PAYMENT TERMS

Service providers should propose payment terms as part of the proposal submittal. The County and the selected service provider will negotiate a payment schedule based on defined and measurable milestones and deliverables. Under no circumstances will payments be made in advance of work performed. The County will require substantial holdback of contract monies until acceptable performance is demonstrated (a minimum of 20 percent).

17.0 PROPOSAL RESPONSE SECTION 8 – RESPONSE FORMS

17.1 Proposal Compliance Checklist

Provide a printed copy of the completed **Table 3 - Proposal Response Format**, as well as a completed electronic copy on a flash drive with the proposal document package. This completed checklist is formatted to indicate a service provider has read and understands the information contained in the proposal and must then indicate that they read and understood next to that paragraph and subsection.

17.2 Gwinnett County Standard Documents

The following sections of the proposal contain the Standard Forms, and related language. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the documents as provided.

- Service Provider Information Page (including acknowledgement of addenda)
- References Sheet
- Subcontractor List
- Contractor Affidavit and Agreement
- Code of Ethics Affidavit
- Insurance Requirements
- General Conditions to Service Provider Agreements
- Sample Service Provider Contract
- No Bid Response (if applicable)
- General Instructions for Proposers, Terms and Conditions
- Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - Appendix II to 2 CFR Part 200

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

Service Provider Information Page

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

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

Federal Tax ID _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____

E-mail address _____

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

REFERENCES

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

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

1. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

2. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

3. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

Service Provider Name _____

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

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

1 DEFINITIONS

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

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

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

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

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

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

7 TERMINATION OF AGREEMENT FOR CAUSE

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

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

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

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

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

12 INSURANCE

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

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

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

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

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

13 PROHIBITED INTERESTS

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

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

14 SUBCONTRACTING

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

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

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by

qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

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

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

*****Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted, it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.*****

**“SAMPLE”
RP020-22
Provision and Implementation of a Line Queue Management Solution
Annual Service Provider Contract**

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

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

1. TERM:

This contract shall commence upon award for a one-year period with four (4) options to renew for an additional one-year period.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

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

10. WAIVER:

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

11. SEVERABILITY:

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

12. GOVERNING LAW:

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

13. MERGER CLAUSE:

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

(Signatures Next Page)

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

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)



CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

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

1. _____
(Company Submitting Bid/Proposal)

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

No information to disclose (*complete only section 4 below*)

Disclosed information below (*complete section 3 & section 4 below*)

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

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

BY: _____
Authorized Officer or Agent Signature

_____ Notary Public

Printed Name of Authorized Officer or Agent

_____ Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects less than \$5,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.

6. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

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

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

Buyer Initials: CD

RP020-22

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

GWINNETT COUNTY

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

I. PREPARATION OF PROPOSALS

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

DELIVERY

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

II.

EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

III. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

IV. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

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

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

V. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VI. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

IX. DISCOUNTS

A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

X. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XI. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XII. COUNTY FURNISHED PROPERTY

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

XIII. REJECTION OF PROPOSALS

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

XIV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XV. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XVIII. TERMINATION FOR CONVENIENCE

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

XIX. DISPUTES

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE PROPOSERS

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

XXII. OCCUPATION TAX CERTIFICATE

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

XXIII. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXIV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance

for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

XXIX. SOLID WASTE ORDINANCE

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

XXX.

GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation,

or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

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

XXXIII. PENDING LITIGATION

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County’s electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County’s virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County’s virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County’s web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County’s Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.



Gwinnett
Information
Technology

Security Requirements for Purchases

Hardcopies are considered to be
"Uncontrolled Documents"

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Approved By: Dorothy Parks, CIO /
Department Director ITS

Reviewed By: Matthew Puckett,
Chief Information Security Officer

1.0 OVERVIEW

The purpose of this document is to outline requirements for software and services to ensure that the County's security needs are covered. Deviations from this document should be discussed with Security before moving forward with a purchase.

2.0 SCOPE

This standard applies to purchases of software, hardware and services which will do any of the following:

- Connect to the County network
- Be installed on County owned IT assets
- Store County owned data

Regardless of the amount of support provided by the Department of Information Technology Services (DoITS)

3.0 STANDARD

This document is broken down into sections and a single purchase may qualify for multiple sections. For example, a cloud service dealing with sensitive data needs to meet requirements in both sections under Cloud Services, and the All Contracts section.

Note that requirements which use the term "should" are more flexible but should be discussed with the Security team before deviation. Requirements that use the term "must" or "shall" are not considered optional.

3.1 Cloud Services

1. All cloud services
 - a. Services should utilize Active Directory for authentication and be compatible with the Microsoft Multi-Factor Authentication solution.
 - b. The service should log detailed audit events and make these logs continuously available for ingestion by a Security Information and Event Management system (SIEM) without the need to manually download or transfer data.
2. Cloud based services which store sensitive data as defined by Georgia law, data related to law enforcement investigations or court cases, data regulated by CJIS, HIPAA or PCI *in addition* to the requirements established by those regulations and those stated above for all cloud services:

- a. All County owned data must be stored within the United States.
- b. Vendors which are storing data must provide a SOC 2 Type 2 report with an Unqualified opinion.
- c. The requirement 1a above relating to authentication is mandatory.
- d. The requirement 1b above relating to audit event logging is mandatory.

3.2 On-premise solutions (Windows)

1. All On-premise solutions
 - a. Must be capable of performing on systems with the County ITS approved Anti-Virus solution with minimal exceptions. Heuristic scanning must be enabled.
 - b. Must be capable of performing on systems with the ITS approved Vulnerability Scanning agent installed and configured for a weekly scan.
 - c. Must be architected in such a way that security updates can be applied while still meeting customer Department expectations for availability.
 - d. Should log detailed audit events and make these logs continuously available for ingestion by a SIEM without the need to manually download or transfer data.
 - e. Internal applications should utilize Active Directory for authentication.
 - f. Public / Internet facing applications must utilize Active Directory for authentication and be compatible with the Microsoft Multi-Factor Authentication solution. This requirement is not intended to apply to logins by County residents.
 - g. Must be compatible with currently supported versions of Microsoft Windows Server, with a minimum version of n-1 from latest.
2. On-premise solutions which store sensitive data as defined by Georgia law, data related to law enforcement investigations or court cases, data regulated by CJIS, HIPAA or PCI *in addition* to the requirements established by those regulations and those stated above:
 - a. Requirement 1d above relating to audit event logging is mandatory.
 - b. Requirement 1f above relating to Active Directory and Microsoft MFA is mandatory.
 - c. Should ideally have compatibility with Symantec's Data Loss Prevention solution to identify and classify data.
 - d. Must be compatible with the County's data encryption solution (Vormetric).

3.3 Contracts

1. All contracts should address the points below. Requirements shall apply to vendors and any sub-contractors.
 - a. Vendors must notify Gwinnett within 24 hours in writing if they or a sub-contractor experience security breaches which involve:
 - i. County owned data, accounts, or systems
 - ii. Systems that are compromised while they are connected to the County network, including over VPN regardless of ownership.
 - iii. Any other circumstance which can reasonably be expected to negatively impact the County's security posture.
 - b. Vendor may not provide County owned data to any third parties unless explicitly authorized. This includes network diagrams and system information.
 - c. Unless it would violate other legal requirements or is otherwise authorized, vendors should delete County owned data at the termination of the agreement.

- d. Vendors shall promptly report observed security vulnerabilities to the County IT department.
 - e. Vendor must perform background checks on any employees that will be accessing sensitive County data and be willing to produce evidence as such if requested. Sensitive data refers to PII as defined by Georgia law, any data regulated by PCI, HIPAA, CJIS or any other legal requirements.
 - f. Any required support from the vendor should match the expectations placed on ITS. For example, applications which are expected to be available 24/7 should have 24/7 support.
2. Contracts which include services where the vendor will access County owned systems including the VPN should address the following conditions:
- a. Any changes to County owned systems must be done in accordance with the DoITS Change Management Policy
 - b. Vendor must agree to turn over any relevant passwords on request. This requirement is for shared resources / accounts, and not individual users. For example, password protected documents, administrator accounts not tied to a specific user or service accounts.
 - c. Vendor must agree to accept as-is all applicable County policies.
 - d. Any systems used to perform services for the County must run an operating system currently supported by the vendor, have all security patches installed, and Windows systems must run anti-virus software.
 - e. Connections to the County VPN require the use of Multi-Factor Authentication.
 - f. The County provided VPN solution is only approved method for remotely accessing the County network.
 - g. For personnel with access to County resources, the County should be notified in advance of employee terminations or re-assignment so that access can be terminated. Notification must be within 24 hours for unplanned changes.
 - h. The vendor must respond to requests by the County to validate user access lists within 10 business days.
 - i. Vendor will not transfer County data to non-County owned systems unless authorized to do so are part of providing services. Data transferred must be protected according to industry best practices. At a minimum this includes disk encryption on all portable systems which store County data.
 - j. Vendor personnel shall not delete, disable, or bypass any encryption, anti-virus or other security software installed on Gwinnett County systems without approval from the Security team.
 - k. Vendor personnel shall execute only applications that pertain to their specific contract work.
 - l. The County is not liable for any damages to the vendor computer equipment that may occur while installing or using software or hardware connected to any County systems.
 - m. Vendor personnel may not copy any data and/or software from any County resource for personal use.
 - n. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the Gwinnett County IT Department.
3. Contracts which include services where the vendor will access sensitive data as defined by Georgia law, data related to law enforcement investigations or court cases, data regulated by CJIS, HIPAA or PCI *in addition* to the requirements established by those regulations and those stated above:
- a. May only be accessed by individuals in the United States.

GOVERNANCE

This standard has been defined by the Chief Information Officer of Gwinnett County and the Department of Information Technology. The standard shall become effective immediately upon approval and shall remain in effect until superseded by another standard or revised as business needs dictate.