



February 2, 2024

**REQUEST FOR PROPOSAL
RP007-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Technical Services for Website Redesign and Implementation** for the Department of Communications.

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 March 1, 2024** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting service providers will be read at 3:00 P.M. A list of service providers submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A Webex pre-proposal conference is scheduled for **10:00 A.M. local time on February 15, 2024**. To access, dial 1-408-418-9388 and enter conference ID 23487260243##. All qualified service providers are urged to attend. Questions regarding proposals should be directed to Dana Garland, Purchasing Associate III at dana.garland@gwinnettcounty.com no later than **at 3:00 P.M. on February 19, 2024**. Proposals are legal and binding upon the bidder when submitted. One unbound single-sided original, five (5) exact copies, and one electronic copy on a flash drive should be submitted.

The 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 the ADA Coordinator at the 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 services providers submitting a proposal will be notified via email.

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

**Dana Garland, CPPB, FOII, NIGP-CPP
Purchasing Associate III**

1. OBJECTIVE

Gwinnett County Board of Commissioners (the County) seeks proposals from qualified service providers for website modernization. This includes website visual redesign, implementing Liferay DXP Content Management System, and migrating existing content and applications from a current Java-based CMS running on Liferay portal to a new Liferay DXP portal platform with built-in CMS.

The website modernization aims to enhance user experience, requiring the selected provider to deliver a comprehensive solution for convenient constituent access and interaction with the County government.

2. BACKGROUND

2.1 Description of Gwinnett County

Gwinnett County is a suburban county located approximately 30 miles northeast of Atlanta, Georgia, with an estimated population of one million residents. The governing authority consists of a five-person Board of Commissioners, including a full-time chairperson elected at large and four Commissioners elected on a district basis. The County operates under the County Administrator form of management and has 14 administrative departments. The County Administrator reports directly to the Board, oversees the activities of the 14 appointed County department directors, and acts as a liaison for the Board with other elected officials.

In addition to the administrative departments, the County includes agencies and offices headed by elected officials and judicially appointed officials. The elected officials include the Chief Magistrate, Clerk of Court, District Attorney, Probate Court Judge, Sheriff, Solicitor, State Court Judges, Superior Court Judges, and Tax Commissioner. The judicially appointed department heads include Juvenile Court Judges, Recorder's Court Judges, and Court Administrator.

The County provides a wide array of services to its customers, including planning and development; water, sewer, and stormwater; solid waste collection; road construction and maintenance; transit; parks and recreation; courts; and police, fire, and emergency services.

3. CURRENT WEBSITE OVERVIEW

The County's website currently runs on the Liferay DXP portal platform using a custom Java-based Content Management System. The website comprises approximately 5,000 pages, including HTML pages, PDFs, web forms, and more than 70 custom interactive web applications developed using Liferay APIs and Java J2EE Technologies. The large scale and complexity of the current website structure makes it difficult to navigate through the site and find content. It is not fully optimized or responsive for mobile and the content architecture lacks continuity, which creates a fragmented and confusing user experience.

4. PROPOSED SOLUTION

The County seeks to revamp its website to better serve residents as the primary hub for County services. The focus is on easy service-centric navigation and an updated information architecture, user experience, and content strategy. The goal is to create an innovative, user-friendly, and service-centric website, driving increased engagement and collaboration on all devices used to access the website. The modernization effort prioritizes meeting industry standards, optimizing performance, and implementing best practices for effective support, management, redesign, and reconstruction.

The website is the external communication platform for the County, composed of multiple departments and agencies delivering services to customers and businesses. An optimal end-solution will establish a future state of the County's website that provides more consistent,

reliable, and informed experiences that promote the County Brand and Standard.

In addition, the service provider shall discuss its approach to the following:

- Plan for the website's visual design
- Development of wireframes for the home page, site templates, and page layouts on desktop and mobile devices
- Design Components/Pattern Library for custom web applications and the County's third-party websites
- Plan for development and implementation of Liferay CMS and migrate existing content to Liferay CMS
- Proposed project timeline, including a phased approach and milestones while identifying risks and obstacles
- Strategies, tools, and safeguards for ensuring project success
- Hardware and software considerations
- Customer SSO using Central Authentication System
- Training
- Additional factors for the County's consideration

5. WEBSITE DISCOVERY AND REDESIGN

5.1 Discovery Phase

The discovery phase has been completed. A data-driven approach was used to gain an understanding of the County website user personas. A data-driven approach was employed to comprehend the user personas of the County website. During the highly collaborative discovery phase, analysis focused on the geographic locations of website users, the services sought, success points, areas of frustration, and overall sentiments regarding interactions. The information that was gathered will be available for the selected service provider to review and integrate into the proposed redesign of the website.

5.2 Interim Phase

The County is in the process of completing the Interim Phase to promote services, create new information architecture, and clean up content. The selected service provider is expected to incorporate the Interim Phase into the new website.

5.3 Key Deliverables - Information Architecture, Wireframes, Visual Design and Templates

Information Architecture Implementation

Incorporate the new information architecture from the Interim Phase into the new website structure.

- Continue and complete the information architecture strategy and implementation to modernize the County website.

Wireframes

Create wireframes – visual blueprints of the information architecture – to show the direction of the overall layout. These must be built to be mobile responsive from the start and use accurate content from GwinnettCounty.com to ensure that what seems good in theory also works with real-world content needs. This will be used to better simulate the user experience, to test and adjust, preparing us for a smoother transition to visual design.

- Create wireframes and interactive prototypes to visualize the user experience and gather stakeholder feedback.

- The wireframes consider equity of access for users with low bandwidth and older devices, faster connections, and newer devices.
- The wireframes are designed to be responsive and mobile-first web layouts that ensure optimal user experience across different devices and screen sizes.
- Implement a new secondary navigation experience and strategy.

Visual Design and Branding

Create design concepts for the content pages, custom web applications, online forms, and the County's third-party websites. Designs will be reviewed and tested for usability and navigation efficacy, with adjustments made as needed.

- Design and develop responsive web layouts that are accessible to all users.
 - Ensure optimal user experience across different devices and screen sizes.
 - Ensure accessibility compliance by adhering to Web Content Accessibility Guidelines (WCAG) 2.2 AA for color contrast, font sizes, and alternative text.
 - Define a consistent visual design language, including color schemes, typography, and iconography.
 - Create custom graphics, illustrations, and icons within the [County's brand](#) to enhance the website's visual appeal. These elements must be produced under the direction of the County's Branding and Design Division.
 - Create and provide a set of design elements that can be applied to third-party websites to create a sense of connection and affiliation with the County. Third-party websites include but are not limited to [Zoning, Inspections, and Permitting \(ZIP\) Portal](#), [Parks Registration & Reserve](#), [Register Your Alarm](#), [County Employment Neogov](#) website, etc.
 - Create templates for top-level sites, department sites, press release sites, custom web application sites, etc.
 - Create page layouts for the home page, top-level hub pages, secondary-level pages, search pages, custom web applications, and a trusted source of information.

Site Templates and Page Layouts

- Identify and design site templates, page types, and layouts.
 - Site templates and page layouts should be optimized to load quickly across all devices and speeds.
 - Examples of the expected responsive page templates:
 - Homepage
 - Top level pages (e.g., hub pages, Departments, Services, About)
 - Latest News, All Stories, and News Releases
 - Regular content page (with top navigation, left navigation, content area, and footer)
 - Wide layout (without left navigation, only top navigation, footer, and content area)
 - Search page
 - Contact Us page
 - Sample data form (need one template that covers most of the common form elements)
 - Page with left navigation content (under left navigation area)
 - Department landing pages
 - Table view template sample (need one template)
 - TV Gwinnett page

- Personalized dashboard for logged-in users with profile information
- Branding elements for third-party websites
- b. The service provider will provide governance for templates and layouts to help ensure consistency.
- c. The service provider will look to the Branding and Design Division for guidance and direction on all design elements and layouts.
- d. The service provider will include the Branding and Design Division point of contact on all communications regarding design and will provide regular updates on design concepts and layouts for review and approval to ensure alignment with the County's visual brand. The service provider should state the frequency and process for providing updates on branding adherence. These updates should include but are not limited to the following deliverables:
 - Artboards
 - Wireframes
 - Snippets
 - Templates
 - Interactive prototype
 - Other branding elements and layouts as needed

Design Components/Pattern Library

The service provider will create an accessible style guide and best practices, including website modernization elements and third-party website branding elements, to give the County a more detailed, granular representation of the website created in reusable front-end code and snippets.

The service provider will create an optional components/pattern library that would help further consolidate website standards and extend them to third-party municipal software systems. All graphics and style elements must be within the [County's brand](#) and approved by the Communications Department.

Any style guide and best practices documents must be created under the direction of the Branding and Design Division and added to the County's existing Extended Brand and Usage Guide. For consistency, it must be designed in a way that coordinates with the existing sections. All web templates and elements must be placed in a web-specific Brand Box, similar to the Brand Box that holds the County graphic design templates.

Clickable Design Prototype

Provide an interactive prototype of the approved design direction for feedback. Deliverables include HTML files of approved design along with related files like CSS, JavaScript, Images, etc.

6. CONTENT MANAGEMENT SYSTEM (CMS) IMPLEMENTATION AND BUILD NEW WEBSITE

6.1 Liferay DXP CMS

- Configure Liferay DXP inbuilt CMS to meet the County's specific requirements and design from the website design phase.
- Develop custom templates, modules, and plugins to extend the functionality of the CMS as per design HTML templates.
- Develop Liferay portal theme based on the new visual design styles and implement for new website.

6.2 Content Migration and Optimization

- Migrate existing content from the old website running on custom CMS in Liferay DXP portal to the newly designed website running on Liferay DXP inbuilt CMS, ensuring proper formatting and tagging.
- Work with County staff to ensure that migration is successful for everything that needs to be migrated.
- Optimize content for search engine optimization by implementing relevant meta tags, headings, and keyword strategies.

6.3 Custom Web Applications Migration to New Website

- Migrate existing custom interactive web applications and forms running the current website to the new website and optimize application User Interface (UI) screen look and feel to match the new visual design templates. The back-end business layer of the web applications will be migrated as-is since these web applications will be running on the same Liferay DXP platform. Please refer to *Appendix A* for the list of web applications that need to be migrated.

6.4 Development and Testing

- Convert approved designs into functional web pages using modern web technologies (HTML, CSS, JavaScript).
- Integrate necessary features, such as contact forms, search functionality, event calendars, etc.
- Conduct thorough testing across different browsers, devices, and operating systems to ensure compatibility and responsiveness.
- Fix any bugs or issues discovered during testing to ensure a smooth user experience.

6.5 User Roles and Permissions in CMS

- Set up user roles and permissions within the CMS to control access levels and ensure proper content management.
- Define workflows and approval processes to streamline content publishing and review.

6.6 Single Sign On (SSO): Integration with Central Authentication System selected by the County

- Integrate website customer login with SSO using County selected Central Authentication System (e.g., Azure B2C or provider selected by the County). The authentication system has not been chosen yet.

7. CMS Training

Hands-on training in a workshop format to help content creators and editors improve their content and create a plan for ongoing maintenance and elevation. The Gwinnett County Communications Department should be included to ensure content strategy is aligned.

- Provide web training and documentation for content coaching, Search Engine Optimization (SEO), and User Experience (UX) writing/editing.
- Provide comprehensive training sessions for County staff members responsible for managing the Liferay DXP CMS, covering content creation, editing, and administration.
- Create comprehensive support documentation, including user guides and video tutorials, and best practices, to assist staff using the new website.

8. IMPLEMENTATION PLAN

Provide a comprehensive implementation plan for this project indicating tasks, milestones, timelines, deliverables, and resources. Included in the implementation plan shall be a listing of the County personnel that the service provider desires to support, along with the implementation and what percentage of their time, on a full-time equivalent basis by month, will be required. Please use the following table or a similar method to detail the requested information:

Title/Role	Brief Description of Project Duties	Percentage of Time Dedicated to the Project by Month																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

8.1 Project Management

The service provider’s project manager will manage and direct all project activities, risks, communications, and deliverables within the defined scope, timeline, quality standards, and budget. The service provider’s project manager shall coordinate resources for the overall project team, including County and service provider resources.

Describe in detail the approach to project management. How will the service provider ensure the project is completed on time and within budget? Describe your tools and methods for communication, issue and risk management, scope management, etc.

8.2 Quality Assurance/Testing

Describe your approach to quality assurance and testing to ensure that all solution components and their configuration settings will meet the County’s needs from both a functionality and performance perspective. As part of this approach, clearly identify control tasks and testing required to validate those transitions of configuration settings and data from one environment to another (e.g., testing to production) will work properly. Describe your user acceptance testing approval process and how testing results are to be documented.

9. SERVICE PROVIDER’S QUALIFICATIONS

The County’s objective in this request for proposal is to seek and retain a qualified service provider, familiar with government projects similar in scope. Ideally, the service provider selected will have the following qualifications:

Qualities	Description
Data-Driven Decision Making	The service provider should prioritize data-driven decision making and demonstrate the ability to use data to inform and guide their strategies and recommendations. The service provider should be adept at analyzing data and translating it into actionable insights for the County team.

Qualities	Description
Collaboration	The County team is highly collaborative, and the service provider should possess strong collaboration skills. The service provider should be able to work effectively with a large cross-functional team, encouraging open communication and fostering a collaborative environment throughout the project.
Content Strategy Management	The service provider must demonstrate expertise in content strategy and the ability to effectively manage large volumes of content, data, and documents. The service provider should have a systematic approach to organizing and structuring content, ensuring its relevance, accuracy, and accessibility.
Municipal and Diverse Experience	While county or municipal expertise is desired, a mix of experience is even more desirable. The service provider should be able to bring the best ideas from both private and public sector experiences, combining industry insights with an understanding of the unique challenges and requirements of the municipal space.
Customer Experience Focus	The service provider should have experience in creating high-performing customer experience platforms that prioritize transactional task success. The service provider should be able to leverage best practices from the private sector, tailoring them to the specific needs of the County and ensuring a seamless and efficient user experience.
Elegant and Purposeful Design	The County desires a beautiful, elegant, and purposeful design for the website that aligns with the County brand standards and helps increase brand recognition. The service provider should have a keen eye for aesthetics, emphasizing simplicity, intuitiveness, and innovation their design approach, while ensuring that the design does not conflict with the brand's published character traits.
Leadership and Guidance	Leadership is crucial, and the service provider should provide confident direction and guidance throughout the project. The service provider should take charge, navigate challenges, and address any internal misalignments effectively, ensuring a successful outcome.
Hands-On Approach	The service provider should be highly involved in the project, working closely with the client team. The service provider should actively contribute to the implementation, demonstrating a hands-on attitude and a collaborative mindset.
Sustainable Content Strategy	The service provider should understand how to lead and drive a sustainable and durable content strategy. The service provider should help the team develop a plan that allows for easy maintenance post-launch, including creating user-friendly help texts, distinguishing between web content and document content, and ensuring the right information is presented in the most appropriate format.
Effective Communication	The service provider should possess strong communication skills and be able to effectively communicate with multiple client teams. The service provider should have a comprehensive understanding of the technologies the service providers propose and be capable of engaging in detailed technical discussions, while still being able to present concepts in a clear and understandable manner to executives and departmental staff.

Qualities	Description
Previous Experience	The service provider should provide examples of past and current performance on other contracts in terms of quality of services and compliance with performance schedules and standards for other municipalities that are similar in size and scope of County.

10. SECURITY REQUIREMENTS FOR PURCHASE STANDARD

The Gwinnett County current requirements related to infrastructure and information security can be found below. All service providers are required to comment on adherence to these requirements and call out specifically any, and all exceptions or clarifications to that end. If no exceptions are stated, it is assumed that the service provider fully agrees to the provisions contained in the "Security Requirements for Purchase Standard" in its entirety.



GWINNETT COUNTY
INFORMATION TECHNOLOGY | SECURITY
**SECURITY REQUIREMENTS FOR
PURCHASE STANDARD**

Effective date: 4/19/2022
Document number: ITS-SST-006

1.0 PURPOSE

The purpose of this document is to define the standard strategy and requirements implemented by the Department of Information Technology Services (DoITS) for purchasing software and services for the County. Deviations from this document should be discussed with the Cybersecurity Division before moving forward with a purchase.

Overview:

To protect the County's technology infrastructure, the Department of Information Technology Services (DoITS) has implemented this Security Requirements for Purchase standard. Because a successful attack and access to such sensitive information data could be detrimental to County associates and put the County at high legal or financial risk, this standard has been implemented to ensure secure practices and requirements for purchasing software solutions, software services, and contract services for the County.

This document outlines the strategy for cloud-based services, on-premises services, and vendor contracts.

2.0 SCOPE

This standard applies to purchases of software, hardware, and services that:

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

The standard applies to these assets, regardless of the amount of support provided by the Department of Information Technology Services (DoITS).

3.0 STANDARD

This standard is divided into sections. A single purchase may qualify for multiple sections. For example, a cloud service dealing with sensitive data needs to meet requirements under both sections: 3.1 *Cloud Services* and 3.3 *Contracts*.

Note that requirements that use the term *should* are more flexible and should be discussed with the Cybersecurity division before deviation. Requirements that use the term *must* are not considered optional.

3.1 Cloud services

1. All cloud services
 - a. Should utilize Active Directory for authentication and be compatible with the County's Multi-Factor Authentication (MFA) solution.
 - b. 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 that 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 that are storing data must provide a SOC 2 Type 2 report with an Unqualified opinion.
 - c. Must comply with requirement 1a above relating to authentication.
 - d. Must comply with requirement 1b above relating to audit-event logging.

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 County's 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-premises solutions that 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. Must comply with requirement 1d above relating to audit-event logging.
 - b. Must comply with requirement 1f above relating to Active Directory and MFA.
 - c. Should ideally be compatible with the County's data loss prevention solution to identify and classify data.
 - d. Must be compatible with the County's data encryption solution.

3.3 Contracts

1. All contracts should address the following points. Requirements must apply to Vendors and any Subcontractors.
 - a. Vendor must notify Gwinnett County within 24 hours in writing if they or a Subcontractor experience a security breach that involves:
 - 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 that 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, Vendor should delete County-owned data at the termination of the agreement.
 - d. Vendor must promptly report observed security vulnerabilities to the County IT department.
 - e. Vendor must perform background checks on any employees that access sensitive County data and must 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 that are expected to be available 24/7 should have 24/7 support.
2. Contracts that include services where the Vendor accesses 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 and accounts, and not individual users.

Examples: 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 the 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 reassignment so that access can be terminated. Notification must be made within 24 hours for unplanned changes.
 - h. Vendor must respond to requests by the County to validate user access lists within ten (10) business days.
 - i. Vendor must not transfer County data to non-County-owned systems unless authorized to do so as 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 that store County data.
 - j. Vendor personnel must not delete, disable, or bypass any encryption, anti-virus, or other security software installed on Gwinnett County systems without approval from the Security Operations team.
 - k. Vendor personnel must 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 ITS Department.
3. Contracts that include services where the Vendor accesses 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.

4.0 ADDITIONAL REFERENCE AND GUIDANCE

Center for Internet Security (CIS) Controls

5.0 GOVERNANCE

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

This document reflects the intent of the Department of Information Technology Services to implement appropriate security controls. The Department realizes that all controls may not be in place at the time of adoption but strives to bring all in-scope IT assets into compliance as resources permit. This standard must be considered for all new initiatives, and any intentional deviations require a documented exception approved by the Department Director.

5.1 Frequency of the standards review

This standard document and related documents are reviewed and updated (generally every two years) by the DoITS Management team as necessary to ensure that the standard continues to remain appropriate in the light of any relevant changes in technology and/or organizational policies.

6.0 TERMS AND DEFINITIONS

Glossary	
Term or Acronym	Definition
Active Directory (AD)	Directory service developed by Microsoft for Windows domain networks.
anti-virus (AV) software	Computer software used to prevent, detect, and remove malware.
audit log	Chronological record of security-relevant activities.
authentication	Act of proving the identity of a computer system user; for example, by entering a username and password.
change management process	A collective term for all approaches to prepare, support, and help individuals, teams, and organizations in making organizational change.
cloud computing	On-demand computing services, such as software development platforms, servers, storage, and software, over the internet, often referred to as the <i>cloud</i> .
Criminal Justice Information Services (CJIS) security policy	Federal mandate from the United States Federal Bureau of Investigation (FBI) that defines the minimum standard of security controls required for every individual with access to, or who would operate in support of, criminal justice services and information.
data loss prevention (DLP)	Software that detects potential data breaches/data ex-filtration transmissions and prevents them by monitoring, detecting, and blocking sensitive data while

Glossary	
Term or Acronym	Definition
	in use (endpoint actions), in motion (network traffic), and at rest (data storage).
encryption	The process of encoding data to prevent accurate interpretation by all but those for whom the data is intended.
Health Insurance Portability and Accountability Act (HIPAA)	Act that was created primarily to modernize the flow of healthcare information, stipulate how personally identifiable information maintained by the healthcare and healthcare insurance industries should be protected from fraud and theft, and address limitations on healthcare insurance coverage.
Multi-Factor Authentication (MFA)	An electronic authentication method in which a device user is granted access to a website or application only after successfully presenting two or more pieces of evidence (or factors) to an authentication mechanism.
Payment Card Industry Data Security Standard (PCI-DSS)	A cybersecurity security standard for organizations that handle branded credit cards from the major card schemes.
personally identifiable information (PII)	Any information about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date, and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
virtual private network (VPN)	Technology that extends a private network across a public network and enables users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network.
vulnerability	A weakness within a computer system that may be exploited by a threat source resulting in compromised system data or functionality.

VERSION AND APPROVAL HISTORY					
#	Reviewed by	Review Date	Approved By	Approval Date	Changes
1.0	Matthew Puckett, CISO / Deputy Director, Cybersecurity	11/4/2020	Dorothy Parks, CIO / Department Director of ITS	11/4/2020	Initial draft
1.1	Matthew Puckett, CISO / Deputy Director, Cybersecurity	4/19/2022	N/A	N/A	Minor edits

11. PREPARATION OF PROPOSALS

11.1 Each service provider shall read all sections of this request for proposal including the instructions, and all attachments hereto. The service provider should sign the proposal with their usual signature by an authorized representative and shall give their full business address.

11.2 Service providers are requested to submit one (1) unbound single sided original, five (5) bound copies, and one (1) electronic copy on a flash drive should be submitted. Please label the electronic media with submitting service provider name and reference the proposal number. Proposals should include the following as a minimum:

12. Proposal Format and Content**12.1 Cover Letter**

A proposal cover letter should be provided presenting an Executive Summary of the service provider's proposal. Please limit the cover letter to two (2) pages.

12.2 Part A –Ability to Meet Requirements

Ability of service provider to clearly demonstrate the understanding of the County's objectives and vision in the proposed solution and ability to meet the County's requirements.

12.3 Part B –Qualifications

Experience and performance of the service provider and proposed personnel on applications similar or larger in size and complexity, including such factors as quality of work, control of cost and ability to meet time requirements. Experience and performance of the service provider and proposed personnel, subcontractors on applications similar or larger in size and complexity, including such factors as quality of work, control of cost and ability to meet the objectives of the project. Please include the following information in this section:

1. Service Provider Name
2. Headquarters address, telephone number.
3. Legal status (e.g., sole proprietorship, corporation, etc.)
4. Month, day and year founded. Name of parent firm (if any), and name of affiliates or subsidiaries (if any) that may be involved in providing the services.
5. Provide a brief history, including how long the service provider has been in business under the present name, ownership and structure.
6. List Governments/Agencies currently serving
7. Total number of technical personnel. List professional qualifications and specialized experience of team implementing solutions of similar scope and magnitude (e.g., specifically with respect to large organizations and government agencies).

12.4 Part C – Implementation, Approach, Understanding

Service provider's proposed approach for implementation of services, including the, implementation plan, project management methods, training plan that clearly demonstrates the service provider's understanding of the objectives and requirements. This evaluation is specifically evaluating its overall strategy, methodology and approach to meeting the County's vision and requirements.

12.5 Part D – Meet Functionality Requirements

Ability of the service provider to produce required deliverables as demonstrated by examples of previous works that meet the requirements of scope and service including the capacity to achieve the project goals, objectives, and vision.

12.6 Part E – Timeline

The timeline approach should explain how the service provider will complete the project while meeting quality standards, using a realistic estimate of time requirements.

12.7 Part F - References

Quality and Satisfaction with previous similar projects completed. The County requests a minimum of three (3) clients of similar size and scope (preferably a mix of both private and public sector entities).

12.8 Part G – Cost (to be submitted in a separate sealed envelope)

The cost proposal should not be included in the technical portion of your submittal; it should be submitted in a separate sealed envelope. Provide the proposed cost for the technical services offered using the attached Fee Schedule.

13. SELECTION PROCEDURE

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with those criteria's values weighted as shown.

Part	Criteria	Points
Part I		
A	Ability to Meet Requirements	10
B	Qualifications	10
C	Implementation, Approach, Understanding	25
D	Meet Functionality Requirements	25
E	Timeline	10
F	References	5
Part II		
G	Cost (in a separate sealed envelope)	15
Sub-Total		100
Part III		
Optional Interview		10
Total Points		110

Basis of Short-Listing / Selection

Part I – Initially, proposals will be evaluated based on 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 Part I scoring.

Part 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.

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

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

All presentations/interviews will be the sole responsibility of the proposing companies and at no cost to the County.

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

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

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

ITEM #	DESCRIPTION	COST
1.	Website Visual Redesign that includes Wireframes, HTML templates and styles and related deliverables listed in request for proposal	\$
2.	Liferay DXP CMS Implementation including applying new designs, migration of content, custom web applications, training, and related deliverables listed in request for proposal	\$
3.	Single Sign-On Integration with County selected Central Authentication system	\$
Total		\$
Other Optional Features and Cost (please specify)		
4.		\$
5.		\$
6.		\$
7.		\$

Note: Other Optional Features are for informational purposes only and will not be used in cost evaluation.

Service Provider Name _____

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

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

Service Provider Information

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" 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. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to vendors.

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

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

Legal Business Name _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

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

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope (preferably a mix of both private and public sector entities) has been completed.

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 _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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

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

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

4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 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. Cyber Liability Insurance
 - (a) \$3,000,000 Limit for Network Security or Privacy Liability
 - (b) \$3,000,000 Limit for Data Recovery
 - (c) The insurance may be included within a professional liability coverage form.

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

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

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

9. 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.

10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. 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.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. 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.
15. 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.**
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

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

1 DEFINITIONS

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

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

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

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

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

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

7 TERMINATION OF AGREEMENT FOR CAUSE

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

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

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

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

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both 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 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.

ONE-TIME SERVICE PROVIDER CONTRACT
RP007-24, Provision of Technical Services for Website Redesign and Implementation

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 ____ (insert date) _____ and be in effect for _____ consecutive calendar days.

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, which shall in no event exceed \$ _____. 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 Proposal (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

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 vendor, its affiliates or its subcontractors:

1. _____
Company Submitting Bid/Proposal

- 2. Please select one of the following:
 - 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. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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



**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

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

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

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

RP007-24

Buyer Initials: DG

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. 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 vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should

be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- 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 identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements where there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal

sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

The vendor 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 vendor is not the patentee, assignee, or licensee.

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

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

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

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

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in 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, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.

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

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

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

stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 the 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure

from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County 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 vendor which may include the vendor'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 an 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. §36-84-1).**

XXXII. INDEMNIFICATION

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

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

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 visit the Gwinnett County Treasury Division page 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 proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

Appendix A

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
DWR - Online Water Bill Pay & Web forms	DWR			https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Online Bill Payment and profile management	DWR	Online bill payment and user registration and profile management	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Online Quick Bill Payment	DWR	Online bill payment using credit cards and checks	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Interactive Web form - Auto Draft	DWR	Auto draft request management for registered users	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Interactive Web form - Cooling Tower	DWR	Cooling tower readings form for registered users	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Interactive Web form - Personal Update	DWR	Form to update personal information for registered users	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Interactive Web form - Start Service	DWR	Request for water start service for registered users	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Interactive Web form - Stop Service	DWR	Request for water stop service online for registred users	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Interactive Web form - Transfer Service	DWR	Request for water transfer service online for registered users	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Interactive Web form - E-Bill	DWR	Request form to request , update or cancel e bill option	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Scheduled Payments	DWR	Payment scheduler to process payments on scheduled date	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - iNovah - Phone payment web module for Agents	DWR	Form to process online card payment for Customer reps.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Admin - Auto payment management	DWR	Forms to manage auto payment used by Customer reps.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
- DWR - Admin - Payment posting form	DWR	Form to process online card payment for Customer reps.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Admin - Payments History search	DWR	Form to search and generate payment history reports.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
- DWR - Admin - Interactive Web forms log	DWR	Form to search and generate interactive forms history reports.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/PayWaterBillOnline
DWR - Backflow test reporting	DWR	Backflow testing report form, personal details update form and reports history form for registered testers.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/BackFlowTesterForm
DWR Water Outages Announcements	DWR	Display planned and unplanned outages online on customer portal and Admin dashboard for employees to manage the outage messages.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/water/reportaproblem/wateroutages
DWR Water quality alerts	DWR	Display water quality alerts on the customer portal and manage the alerts using admin dashboard.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/WaterOutagesInformation
DWR - Help Us serve you better Survey	DWR	Customer survey after any online service and DWR dashboard for survey results and visual graphs.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/HelpUsServeYouBetter
DWR Workshops registration	DWR	Dynamic form to display workshop dates and schedule. Dashboard for employees to manage the schedule and generate attendees list.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/PublicUtilities/WaterConservation/PublicEducation/WorkshopsRegistration
License and Revenue - Online services	Lic & Rev			https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/onlineservices
- Alcohol License Renewal	Lic & Rev	Application allows customer to view Alcohol license status and renew. Admin can search and download payment & renewals history.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/onlineservices

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
- Alcohol Excise Tax reporting & Payment	Lic & Rev	Application allows customer to report sales and pay alcohol excise tax online using check. Admin dashboard allows payments history search and download reports.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/onlineservices
- Hotel/Motel Occupany Reporting & payment	Lic & Rev	Application allows customer to report sales and pay hotel motel excise tax online using check. Admin dashboard allows payments history search and download reports.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/onlineservices
- Business/Occupation Tax Payment	Lic & Rev	Application allows customers to pay Occupation tax online using card and check. Admin dashboard allows customer rep to view and search payments.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/onlineservices
- Business/Occupation Tax Reporting	Lic & Rev	Application form allows customers to report revenue information. Admin dashboard allows customer reps to view support documents submitted.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/onlineservices
- Rental Vehicle Excise Tax Reporting & payment	Lic & Rev	Application allows customer to report sales and pay rental vehicle excise tax online using check. Admin dashboard allows payments history search and download reports.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/onlineservices
License and Revenue - New Business Application	Lic & Rev	Online application form collects information from customer to apply for new business license in Gwinnett.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/newbusinessapplication
Business Occupation tax weekly listing	Lic & Rev	Application displays business licenses issued in last four weeks online.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planninganddevelopment/licensingandrevenue/weeklylisting

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
Solidwaste monthly reporting	Solid Waste Management	Online form collects monthly business activity from commercial haulers.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/services/solidwastemanagement/commercialservices/reportingform
Solid Waste Online Payment	Solid Waste Management	Online payment form to collect solid waste dues from businesses in the county.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/services/solidwastemanagement/payonline
Solid Waste Online Payment - iNovah Phone Pay by Agent	Solid Waste Management	Online form used by Customers reps to take online payments	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/services/solidwastemanagement/payonline
Hauler Search	Solid Waste Management	Application has online search feature to display days of service and hauler contact information.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/services/solidwastemanagement/searchsolidwastehauler
Recycling cart requests	Solid Waste Management	Form allows customers to search by address and fill the request information online and submits to the department to process.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/services/solidwastemanagement/requestarecyclingcart
Application to Serve on Board	Clerk to the Commissioner	Online application form to apply for vacant positions to serve on the board. Admin dashboard for positios posting and applications review and download.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/countyclerk/applytoserve
Animal Shelter / Animal surrender Form	Animal Shelter / DoCS	Online form collects the owner and pet information and submits surrent requests to the department by email	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/Police/AnimalWelfareandEnforcementNew/OwnerSurrenderApointment
Animal Shelter / Charitable Donations	Animal Shelter / DoCS	Payment form collects customer information and card information and processes the donation amount and generates the donation receipt.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/CommunityServices/AnimalWelfareEnforcement/VolunteerDonateSupport/DonateOnline
Animal Shelter Reports	Animal Shelter / DoCS	Sheter reports displays daily shelter reports online and can be filtered by year.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/communityservices/animalwelfareenforcement/shelterreports

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
Commissioners Appointment Calendar	Board of Commissioners	Customers view available time and fill the form to schedule an appointment with Commissioner. Admin dashboard allows calendar management and manage the appointment process.	Liferay / JAVA	https://www.gwinnettcountry.com/web/gwinnett/departments/boardofcommissioners/bocappointmentsscheduler
Request a Letter or Proclamation Application(Chairwoman)	Chairwoman	This form collects information from customer and sends an email to an admin	Liferay / JAVA	https://www.gwinnettcountry.com/web/gwinnett/departments/boardofcommissioners/aboutyourcommissioners/chairwomannicolehendrickson/requestaletterorproclamation
Request a Meeting with the Chairwoman	Chairwoman	This form collects information from customer and sends an email to an admin	Liferay / JAVA	https://www.gwinnettcountry.com/web/gwinnett/departments/boardofcommissioners/aboutyourcommissioners/chairwomannicolehendrickson/requestameetingwiththechairwoman
Request the Chairwoman for an Event	Chairwoman	This form collects information from customer and sends an email to an admin	Liferay / JAVA	https://www.gwinnettcountry.com/web/gwinnett/departments/boardofcommissioners/aboutyourcommissioners/chairwomannicolehendrickson/requestthechairwomanforanevent
Request a Letter or Proclamation Application(Commissioner)	Board of Commissioners	This form collects information from customer and sends an email to an admin	Liferay / JAVA	https://www.gwinnettcountry.com/web/gwinnett/departments/boardofcommissioners/aboutyourcommissioners/district3commissionerjasperwatkinsiii/requestaletterorproclamation
Request a Meeting with the Commissioner	Board of Commissioners	This form collects information from customer and sends an email to an admin	Liferay / JAVA	https://www.gwinnettcountry.com/web/gwinnett/departments/boardofcommissioners/aboutyourcommissioners/district3commissionerjasperwatkinsiii/requestameetingwiththecommissioner
Request the Commissioner for an Event	Board of Commissioners	This form collects information from customer and sends an email to an admin	Liferay / JAVA	https://www.gwinnettcountry.com/web/gwinnett/departments/boardofcommissioners/aboutyourcommissioners/district3commissionerjasperwatkinsiii/requestthecommissionerforanevent
Citizens Academy Application Form	Board of Commissioners	This form collects information from customer and sends an email to an admin. Dashboard for admin gives access to the applications list to download the application in pdf form.	Liferay / JAVA	https://www.gwinnettcountry.com/web/gwinnett/Departments/BoardofCommissioners/CommunityOutreachProgram/CitizensAcademy/HowtoApply/ApplicationForm

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
Citizens Youth Academy Application Form	Board of Commissioners	This form collects information from customer and sends an email to an admin. Dashboard for admin gives access to the applications list to download the application in pdf form.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/boardofcommissioners/communityoutreachprogram/gwinnettyouthcommission/applicationform
Boards, Authorities & Committees	Clerk to the Commissioner	This application displays BAC information, meeting details, agenda items and minutes documenation. Admin console for employees will help to manage meeting schedules, documents uploading.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/CountyClerk/BoardsandAuthorities/
Spending Disclosure	Clerk to the Commissioner	This form collects information from customer and submits for an admin to approve it before showing it on the public site. Admin dashboard helps employees to review and approve/edit this form content submitted by customer.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/CountyClerk/CodeofEthics/SpendingDisclosure
Corrections Survey	Corrections	This form collects survey response from customers and send an email to admin. Admin dashboard provides survey reports and search results and visual graphs.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/Corrections/CustomerServiceSurvey
Conviction Integrity Unit form	District Attorney	This form collects information and generates PDF and sends out an email to admin.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/districtattorney/convictionintegrityunit/form
Sentence Review Unit form	District Attorney	This form collects information and generates PDF and sends out an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/districtattorney/sentencereviewunit/form
Record Restriction form	District Attorney	This form collects information and generates PDF and sends out an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/districtattorney/recordrestriction/form

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
Investigator Mentorship Program	District Attorney	This form collects applicant information and send out an email to the admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/districtattorney/mentorshipprogramapplication
Internship Program Application	District Attorney	This form collects applicant information and send out an email to the admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/districtattorney/internshipprogramapplication
SPLOST Feedbackform	DoT	Form collects customer feedback and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/transportation/dotsplostcomments
Film/Photography Request	DoCS	This form collects applicant information and send out an email to the admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/communityservices/filmconstructexhibit/filmphotographyrequest
Onestop Assistance Request Form	DoCS	This form collects applicant information and send out an email to the admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/communityservices/healthhumanservices/onestop4help
Be Active Gwinnett Program Application	DoCS	This form collects applicant information and send out an email to the admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/communityservices/beactivegwinnettprogramapplication
Adoption Foster Questionnaire	DoCS	This form collects applicant information and send out an email to the admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/CommunityServices/AnimalWelfareEnforcement/adoptionfosterquestionnaire
Volunteer Gwinnett Donations	DoCS	This form collects credit card information and processes it. Admin feature includes manual donation recording. Website posts daily donations information to SAP back end system for recording.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/communityservices/volunteergwinnett/donateonline
Live Healthy Gwinnett Donations	DoCS	This form collects credit card information and processes it. Admin feature includes manual donation recording. Website posts daily donations information to SAP back end system for recording.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/communityservices/parksandrecreation/livehealthygwinnett/donateonline
Gwinnett Serves Application Form	DoCS	This form collects applicant information and send out an email to the admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/communityservices/volunteergwinnett/gwinnettseves/applicationform

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
Energy Excise Tax Billing	DoSS	This web application calculates tax amount using pre defined formulas in the system and emails the details to the customer.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/SupportServices/FiscalManagementDOSS/EnergyExciseTaxBilling
Citizens Self Service (Problem reporting)	DoSS	Form collects customer complaints and submits to backend SAP for processing.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/SupportServices/CitizenSelfService/
Provisional Ballots	Elections / DoCS	Application displays provisional ballots based on customer search. Admin dashboard has an option to upload provisional ballots information data.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/elections/provisionalballot
Tax Calc Application	Finance	Application displays information by calculating values based on customer input	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/FinancialServices/TaxCalc
Fire Dept Charitable Donations	Finance	This form collects credit card information and processes it. Admin feature includes manual donation recording. Website posts daily donations information to SAP back end system for recording.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/FireandEmergencyServices/FireDonations
Fire Dept - Customer service questionnaire	Fire	This form collects survey response from customers and send an email to admin. Admin dashboard provides survey reports and search results and visual graphs.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/fireandemergencyservices/customerservicequestionnaire
Fire Dept - Station visit request form	Fire	Form collects applicants information and sends out an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/fireandemergencyservices/communityeducation/stationvisitrequestform
Subcontractor Registration	P & D	Form collects information from the applicant and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/planningdevelopment/services/buildingservices/subcontractorregistrationform

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
P&D - customer service survey	P & D	This form collects survey response from customers and send an email to admin. Admin dashboard provides survey reports and search results and visual graphs.	Liferay / JAVA	https://www.gwinnettcounty.com/portal/gwinnett/Department/s/PlanningandDevelopment/CustomerServiceSurvey
C.O.P.S. Application Form	Police	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/crimepreventionunit/cops/copsapplication
Gwinnett Safe Communities Signup Application Form	Police	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/gwinnettsafecommunities/jointhenetwork/signupform
Rising Star Award Nomination Form	Police	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/organization/administrativebureau/risingstaraward/nominationform
Gwinnett Safe Communities Form	Police	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/gwinnettsafecommunities/contactus/contactmeform
Presentation Request Form	Police	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/organization/administrativebureau/supportoperations/communityaffairs/presentationrequest
Firearm Safety & Security Event Form	Police	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/organization/administrativebureau/supportoperations/communityaffairs/firearmsafetysecurityevent/registrationform
Bids & RFPs Listing Web Application	Purchasing / Finance	This application displays Bids and RFP listing, Contracts, Pre Qualifications list online. Admin dashboard has an option to upload Bids & RFPs list and other documents and manage.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/FinancialServices/Purchasing/BidsandRFPs
Purchasing Vendor Feedback Survey	Purchasing / Finance	This form collects survey response from customers and send an email to admin. Admin dashboard provides survey reports and search results and visual graphs.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/FinancialServices/Purchasing/BusinessFeedbackSurvey

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
Purchasing Workshops Registration	Purchasing / Finance	Web application has admin module to schedule and manage workshops and registration details. Application displays available workshops on customer portal to schedule.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/financialservices/purchasing/suppliersymposium/registrationform
Sheriff - Community Affairs Questionnaire	Sheriff	This form collects survey response from customers and send an email to admin.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/gwinnettcountysheriff/communityoutreach/communityaffairsquestionnaire
Solicitor Record Restriction form	Solicitor	This form collects information and generates PDF and sends out an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/solicitor/recordrestrictionregistrationform
Amended Notices Search	TAO	This web application looks up tax assessor records and displays amended notices based on customer search and responses posted back for Tax Assessor processing.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/financialservices/taxassessorsoffice/propertyappeals/amendednotice
Tax Assessment notices view and search	TAO	This web application displays assessment notices in PDF format based on customer search.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/financialservices/taxassessorsoffice/annualnoticesofassessment/viewnotices
Returned assessment notices search	TAO	This web application displays the list of returned assessment notices and also search results based on property address	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/financialservices/taxassessorsoffice/annualnoticesofassessment/viewundeliverednotices
Appeal status search	TAO	This application allows customers to search and view the status of their appeal for assessment values.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/financialservices/taxassessorsoffice/propertyappeals/statusofappeal
Unclaimed Refunds	Treasury / Finance	This web application allows customers to search for unclaimed refunds with Gwinnett County.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Departments/FinancialServices/Treasury/UnclaimedProperty

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
BOC Agenda Item page	BOC	This web application pulls information from Filenet and displays summary of meeting agenda item on website.	Liferay / JAVA	Example : https://gcga.us/2022-0455 ... (Any agenda from BOC public meetings can be viewed)
Find your Commissioner webapp	GIS / ITS	This web application collects information from GIS based on user address and displays Commissioner information for that district	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/boardofcommissioners/aboutyourcommissioners/findmydistrictcommissioner
PropertyTax Bill	Tax Commissioner	This web application gets PDF file from file server and displays property tax bill online based on user search	Liferay / JAVA	https://gwinnetttaxcommissioner.publicaccessnow.com/ViewPayYourTaxes.aspx (Integrated with Gwinnett county to display Tax bill in pdf format)
TV Gwinnett Calendar	Communications	This calendar shows TV Gwinnett schedule by pulling this information from Earth Channel	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/Calendar/TVGwinnett
Road Closure Form	Transportation	Customers request permission to close one or more lanes of a County-maintained roadway	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/transportation/roadclosures/roadclosureform
Firearm Safety & Security Event Form	Police	Customers submits a request to Gwinnett County Police Community Affairs for registering a class on firearm safety and security	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/organization/administrativebureau/supportoperations/communityaffairs/firearmsafetysecurityevent
Rape Aggression Defense Course Registration	Police	Customers submits a request for registering a simple yet effective self-defense class for women only	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/organization/administrativebureau/supportoperations/communityaffairs/rapeaggressiondefense
Contact a Recruiter	Fire	Customers submit information to contact a recruiter.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/fireandemergencyservices/organization/divisions/employeesupport/fireacademy/contactarecruiter
Citizen Fire Academy Application	Fire	Customers submit a request to fire department.	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/fireandemergencyservices/getinvolved/citizengroups/howtoapply/citizenfireacademyapplication
Comments on Proposed Millage Rate	Communications	Customers submits a request for a proposed millage rate	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/splashpages/commentsonproposedmillage

Web application name	DEPT/DIV	Functionality	Technology	Web Application Link
Veterans Court Referral Form	Solicitor	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/solicitor/veteransinterventionprogram/veterans-court-referral-form
Coleman-Baker Act Request Form	Police	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/cold-case-review-request/coleman-baker-act-request-form
Recruitment Inquiries Form	Police	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/police/policeemployment/inquiriesform
Reasonable Modification Request	Support Services	Form collects customer information and sends an email to admin	Liferay / JAVA	https://www.gwinnettcounty.com/web/gwinnett/departments/supportservices/operationsmaintenancedivision/adainformation/reasonablemodificationrequest