GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

July 16, 2024

REQUEST FOR PROPOSAL
RP035-24

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision and Implementation of a Taxpayer Interactive Website Portal on an Annual Contract** for the Tax Assessors' Office.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on August 15, 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 firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 A.M. local time on July 25, 2024.** All service providers are urged to attend. To access pre-proposal conference, dial 1-408-418-9388 and enter conference ID 2337 576 7616##. Questions regarding proposals should be directed to Casey Beauston at casey.beauston@gwinnettcounty.com no later than **3:00 p.m. on July 29, 2024**. Proposals are legal and binding upon the bidder when submitted. One unbound single sided original, six (6) bound copies, and one (1) electronic copy on a flash drive, **with the fee schedule on a separate flash drive from the technical response.**

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

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

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

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

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

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

Casey Beauston
Purchasing Associate II

The following pages <u>should</u> be returned:

Table 3 - Proposal Response Format, Pages 21-23
Q2.1 – Q2.15 (Refer to Pages 25-27)
Q3.1 – Q3.82 (Refer to Pages 28-34)
Q5.1 – Q5.19 (Refer to Pages 38-40)
Q6.1 – Q6.2 (Refer to Page 41)
Service Provider Information, Page 48
References, Page 49
List of Subcontractors, Page 50
Contractor Affidavit & Agreement, Page 60
Code of Ethics Affidavit, Page 61

Exhibit B – Functional Requirements Response Workbook (attached Excel file)
Exhibit C - Pricing Response Workbook (attached Excel file)

REQUEST FOR

PROPOSAL

RP035-24

Provision and Implementation of a

Taxpayer Interactive Website Portal on an Annual Contract

GWINNETT COUNTY, GA

Gwinnett

vibrantlyconnected

1.0 INTRODUCTION

The intent of this Request for Proposal is for the Gwinnett County Tax Assessors' Office (TAO), located in Gwinnett County, Georgia to obtain proposals for a software solution that will benefit property owners and businesses seeking to view data on the TAO website and provide an online portal for filing state mandated forms with the Tax Assessors' Office. This will require software that includes Extract, Transform, Load (ETL) capabilities and is compatible with the office's current Computer Assisted Mass Appraisal (CAMA) software. The solution is required to be a SaaS solution that will meet the functional requirements and criteria as described in this request for proposal.

The Tax Assessors' Office is interested in solutions that will enhance the TAO website to provide a user-friendly customer service experience for Gwinnett County customers. This solution will digitally transform processes to create a more efficient business operation by streamlining the submission of legal forms related to real and personal property and offering property data information to customers in a manner that is more consistent with all other Georgia counties.

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

The County intends to award a contract for this proposal to one (1) service provider. There are no expressed or implied obligations for the County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this solicitation. The full cost of proposal preparation and interview presentation (if required) is to be borne by the proposing service provider. Proposals must be signed in ink by a company official who has the authority to commit company resources. This exception applies only to signatures and notary seals; we cannot accept an electronic version only in lieu of the required hard copies as specified in the proposal.

The request for proposal and the successful proposal will become part of a written contract between the County and the proposing service provider. The contract shall be on forms supplied by the County. A sample contract has been included for review by the proposer's legal counsel.

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

2.0 BACKGROUND AND CURRENT ENVIRONMENT

This Section of the proposal provides background on Gwinnett County, the Tax Assessors' Office, relevant systems in operation in the current environment, as well as the planned future environment.

2.1 Demographics

Gwinnett County, Georgia, has an estimated population of approximately 983,526 citizens as of as of 2023. The County has experienced double and triple-digit population growth every Census since the 1950s and is ranked as one of the fastest-growing counties in the U.S., as well as being the second largest county in Georgia.

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

2.2 Gwinnett County Tax Assessors' Office

The Gwinnett County Board of Tax Assessors is "required by the State Constitution and state law to continuously maintain assessments of property that are reasonably uniform and that are based on fair market value as defined in O.C.G.A. 48-5-2." It is the goal of the Gwinnett County Board of Assessors to maintain fair and equitable values among all classes of property by utilizing the highest standards in mass appraisal practices and maintaining accurate and complete property records. This goal can be threatened by the increasing volume and complexity of work as the County expands, coupled with the attrition of knowledgeable staff. The reliance on manual tools and processes for work organization also poses increased risks to efficient workflow and data integrity. In pursuit of the County's missions and goals, it is necessary to expand the use of technology to outpace the current threats faced.

The Tax Assessors' Office has a considerable amount of public interaction, including online, in person, and by mail. Staff responds to walk-in visitors, telephone calls, and emails seeking assistance with real, and business personal property data maintained in the Tax Assessors' Office CAMA system. The existing manual processes produce a high level of paper waste, lacking the ability to create workflows, and run reports. The goal is to enhance the TAO website experience by allowing customers to conduct research and complete forms easily. The TAO also seeks to transition from internal data entry processes with a high risk of error to a data review/import process.

2.3 Gwinnett Department of Information Technology Services

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

2.4 Gwinnett Department of Information Technology Architecture and Environment

The County's Network is managed by the County Department of Information Technology Services. The Network supports all County Departments, including public safety. The County's existing network

topology consists of a logical layer operating over a physical layer. The logical layer is firewalled between members but operates in a relatively open manner so that if there is physical connectivity, there is also a logical path to that node. The physical layer is a hub-and-spoke architecture with links provided by Gwinnett County-owned fiber, as well as metered connections from a network vendor.

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

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

Table 1 – Technology Ecosystem

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

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

3.0 SCOPE OF SERVICES

3.1 Project Overview

The County is seeking a software solution to provide interactive research resources and smart forms on a user-friendly website portal for both external and internal customers to conduct research. These interactive online tools should be integrated into the TAO website. The solution should create optimized workflows when business forms are submitted and must be compatible with the County's current CAMA system.

The successful service provider must provide a software solution managed and maintained by the provider along with training, project management, implementation, and support as described in this proposal.

3.2 Component Systems

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

The proposed solution, including any subcontractor applications, partners, and others delivering elements of the solution must enhance accuracy and productivity withing the Tax Assessors' Office as outlined in this proposal. Gwinnett County anticipates selecting a solution that meets the optimal number of its functional specifications with standard system functionality at the best value for the County.

Objectives:

The software solution should:

- Not store authentication credentials or sensitive data in its code.
- Provide the ability to export data in standard file formats (i.e. PDF, CSV, MS Excel, etc.)
- Utilize browser extensions and works with plug-ins to accurately display content in English, Spanish, Vietnamese, Chinese and Korean, at the minimum.
- Support the following browsers, at a minimum: Microsoft Edge Chromium version 87+, Google Chrome version 86+ and Mozilla Firefox version 85+
- Support mobile devices and tablet screen optimization.
- Provide online property research tools benefiting both internal and external customers.
- Maintain historical or archive information and allow users to retrieve within a certain timeline up to 10 years.
- Allow users to populate and download forms to mail in if they choose.
- Allow users to complete smart forms and submit all reporting forms online.
- Require taxpayers to complete specific fields in the online smart forms before the form can be submitted. Date and time stamps of filing should also be captured.
- Utilize a method of online signature authentication/authorization (keycode etc.)
- Allow taxpayers to submit attachments with their forms.
- Provide taxpayers access to appraisal history and property comparisons before submitting an appeal.

- Require users to create an account with contact information. This includes the ability to log back into their account to view appeal status or upload additional supporting documents.
- Should accommodate batch filing of appeals by tax representatives.
- Support the review/retrieve/backup of online forms.
- Give users the option to receive a confirmation email or text upon successful submittal if any form.
- Support use preference options (opt in, opt out).
- Support ad-hoc and customizable dashboard and analytics reports in real-time.
- Provide full system administrative rights to county assigned system administrators to manage internal back-office users access and permissions.
- Accommodate Gwinnett County color schemes and logo branding.

Specific Needs of Real and Personal Property Sections

- Personal Property
  - The ability to have linked accounts for businesses with multiple locations.
  - The view Notice of Assessments should include a link to the account(s).
  - The online smart forms should include:
    - PT50 Marine Tax Return
    - PT50A Aircraft Tax Return
    - PT50P Business Tax Return
    - PT50PF Freeport Exemption Tax Return
    - PT311A Appeal of Assessment
    - PT311A Appeal of Motor Vehicle Assessment
- Real Property
  - The online smart forms should include:
    - PT50R Real Property Tax Return
    - PT311A Appeal of Assessment
    - Conservation use valuation assessment (CUVA)
  - Sales Questionnaire.

3.3 Information Security Protection

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

3.4 System Software and Hardware

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

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

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

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

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

3.5 Implementation and Support

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

3.6 Site Preparation and Bandwidth Requirements Assessment

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

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

3.7 Project Management

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

- Project planning
- Risk management.
- Resource management

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

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

3.7.1 Change Management

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

3.7.2 Documentation

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

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

3.7.3 Configuration/Training Environment

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

3.7.4 Acceptance Tests

The implementation must include adequate provisions for functional, performance, and reliability testing. The County requires service provider involvement in the development and execution of test plans to assure that the systems deliver the expected results. Satisfactory completion of a mutually agreed-upon Acceptance Test for each stage of the implementation is required, as is a Final Acceptance Test in a fully integrated environment, to ensure components work together as intended. The Acceptance Test will include a confirmation of each functional requirement identified as provided in the service provider's proposal, in addition to required performance and reliability acceptance procedures that the County may require.

The County requires three (3) types of acceptance tests: functional, performance, and reliability. The proposed acceptance test strategy must address all three (3) types of acceptance tests.

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

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

3.7.5 Functional Acceptance Testing Requirements

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

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

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

3.7.6 Performance/Stress Testing Requirements

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

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

3.8 System Performance and Testing Requirements

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

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

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

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

- System response times
- System availability

3.9 Reliability Testing Requirements

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

To complete the Reliability Test successfully the following must occur:

- All systems must demonstrate full availability for 30 consecutive days.

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

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

3.10 Application Errors

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

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

3.11 Error Reporting

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

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

3.12 Warranty

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

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

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

3.13 Support and Maintenance

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

3.13.1 Technical Support Center

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

3.14 Training

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

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

3.14.1 Personnel Requiring Training

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

3.14.2 Training Types

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

3.14.3 Training materials

All training material is to meet the following requirements:

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

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

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

3.15 Post-cutover Support

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

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

4.0 PRE-PROPOSAL CONFERENCE

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

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

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

5.0 PROPOSAL REQUIREMENTS

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

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

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

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

6.0 PROPOSAL EVALUATION PROCESS

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

6.1 Selection Criteria

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

Table 2 – Scoring Criteria

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

Scoring Criteria	Description	Points
Part I		
	Ability for the proposed solution to provide the required/desired functions based on the responses to ***Exhibit B – Functional Requirements Response Workbook.***	
V. Implementation & Project Management	The ability to support a smooth implementation through Project Management Institute (PMI) methods and standards, robust training, and service delivery.	5
VI. Additional Solutions	This optional information on additional products is not scored.	0
VII. References	The quality of the references and their feedback will be taken as further indication as to the service provider's ability to provide, implement and support the solution they are proposing to the County.	5
Part II		
VIII. Pricing	Solution pricing will not be the sole deciding factor in the selection process but will be considered as part of the evaluation process. All Pricing should be included only in ***Exhibit C - Pricing Response Workbook***. **(To be submitted in a separate sealed envelope, and in digital form on a separate flash drive from the Technical Response.)**	15
Total Points		**100**
Part III		
Optional Virtual Interview/Demonstration	The service provider's solution capabilities and response to oral questions will be considered an indicator of the robustness of the proposed Solution and the service provider's ability to meet the functional requirements in a manner that is seamless and consistent with the County's vision, processes, and timelines. At the County's discretion, product demonstrations prior to making a final selection may be required. If conducted, the demonstrations will follow a County-structured format. Product demonstrations will be conducted on a currently operational, i.e., in production, version of the total Solution that is being proposed.	10
Total Points		**110**

6.2 Selection Process

6.2.1 Proposal Evaluation

Basis of Short-Listing / Selection

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

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

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

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

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

7.0 PROPOSAL RESPONSE FORMAT

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

Table 3 - Proposal Response Format

Proposal Response Section/ Subsection	Description	Included in Proposal Response (Y/N)
SECTION 1	**PROPOSAL INTRODUCTORY DOCUMENTS** • Cover Sheet • Table of Contents • Cover Letter/Executive Summary • Acknowledgement that the service provider has reviewed and understands Background and Current Environment. • Completed Proposal Compliance Table (Table) • Acknowledgement of review of Gwinnett County IT Security Requirements for Purchasing (Exhibit A)	
SECTION 2	**EXPERIENCE AND QUALIFICATIONS OF SERVICE PROVIDERS** • Responses to Questions Q2.1-Q2.15	
SECTION 3	**SOLUTION DESCRIPTION** • Solution technical architecture • Cloud-based architecture • Solution security and authentication • Solution interoperability • Solution maintenance and support • Availability and reliability • Solution Component – Interfaces and Integrations • Solution Component – Reporting and Dashboards • Solution Component – Professional Services • Solution Component – IT Requirements • Responses to Questions Q3.1-Q3.82	
SECTION 4	**FUNCTIONAL REQUIREMENTS RESPONSE**	

Proposal Response Section/ Subsection	Description	Included in Proposal Response (Y/N)
	The service provider will complete and include the Functional Requirements Response for the following as a separate Excel workbook provided with the proposal. • ***Exhibit B: Functional Requirements Response Workbook***.	
SECTION 5	**IMPLEMENTATION AND PROJECT MANAGEMENT** • Responses to Questions Q5.1-Q5.19	
SECTION 6	**ADDITIONAL SOLUTIONS** *(optional)* The service provider may provide information for additional solutions or services that are available to its clients that may not be specified in this proposal. The interrogatory questions responses are to be included in the body of the proposal in this section. The cost information for these additional solutions is to be responded to on the tab named *Additional Solutions*. Additional Services are not considered in the scoring criteria and selection process. • Pricing on tab "Additional Solutions" in ***Exhibit C – Pricing Response Workbook*** • Responses to Questions Q6.1-Q6.2 • ** ** *If the service provider does not wish to respond to this section should indicate "NA" in the response to the interrogatory questions in this section.*	
SECTION 7	**REFERENCES** • Reference Sheets	

Proposal Response Section/ Subsection	Description	Included in Proposal Response (Y/N)
SECTION 8	**PRICING** • ***Exhibit C – Pricing Response Workbook*** * * *The service provider will complete and include the* ***Exhibit C – Pricing Response Workbook****, a separate Excel workbook provided with the project costs. The pricing workbook includes multiple worksheets that must be completed in the exact format shown. While rows may be added for additional line items, columns, and structure beyond that cannot be altered.* *The pricing information is to be placed in* ***a separate sealed envelope. The pricing information is also to be included in digital form on a separate flash drive from the Technical Response flash drive.*** *No pricing information is to appear in the body of the proposal response. Doing otherwise risks the service provider and their respective response being deemed non-compliant and being disqualified from the review process.*	
SECTION 9	**RESPONSE FORMS** The service provider will complete and include the ***Response Forms*** listed below. Additionally, the service provider should complete and submit the following documents (and any applicable redlines) as part of the proposal response for: • Service Provider Information Page (including acknowledgement of addenda) • References Sheet • Subcontractor List • Contractor Affidavit and Agreement • Code of Ethics Affidavit • Insurance Requirements • General Conditions to Service Provider Agreements • Sample Service Provider Contract • No Bid Response (if applicable) • General Instructions for Vendors, Terms and Conditions • Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - Appendix II to 2 CFR Part 200	

8.0 PROPOSAL RESPONSE SECTION 1 – INTRODUCTORY DOCUMENTS

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

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

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

9.1 Identification Information

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

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

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

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

9.2 Experience Information

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

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

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

- Provide the service provider's history including, but not limited to, product lines, a timeline of key milestones in the service provider's history, and industries to which the service provider offers services.

- **Q2.4.** Provide the following information regarding the service provider's size.
  - The total number of full-time employees. (Include a breakdown of how many at the location are serving this project and how many elsewhere.)
  - The total number of locations. (Include a breakdown of US versus non-US locations.)

- **Q2.5.** If the service provider has had a contract terminated for default during the past three (3) years, this fact is to be disclosed along with the service provider's position on the matter(s). If the service provider has experienced no such terminations for default in the past, indicate as such.

- **Q2.6.** Has the service provider's company ever been party to a buy-out, merger, or company acquisition? If so, explain.

- **Q2.7.** Has the service provider's or any service provider employee ever been named in litigation and/or arbitration related to the service provider's products, services, or for any security breaches? If so, explain.

- **Q2.8.** Are there any current or past lawsuits against the service provider's company by current or former clients?

- **Q2.9.** Provide the following information regarding the roadmap for the proposed product:
  - Describe the service provider's strategic plan for the proposed products.
  - Describe the approach to integrating the proposed software with varying and new technologies as they become available.
  - Describe the approach to integrating the proposed software with varying and new technologies as they become available.

- **Q2.10.** Have any of the partners responding as part of the proposed solution, or have any of the employees ever been named in litigation and/or arbitration related to the company's product, services, or for any security breaches? If so, explain.

- **Q2.11.** Are there now, or have there been, any lawsuits against the partners responding as part of the proposed solution service provider's company by current or former clients related to the products and services included in the proposal response?

9.3 Financial Condition and Bank References

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

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

- **Q2.12.** Provide a copy of the service provider's latest audited financial statements. If audited financial statements are not disclosable, then include information that can be used to get a clear and realistic understanding of the service provider's financial standing.

9.4 Service Provider's Customer References

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

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

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

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

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

Table 4 - Current Customers

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

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

- **Q2.15.** How many government agencies in the state of Georgia are using the proposed solution?

10.0 PROPOSAL RESPONSE: SECTION 3 – SOLUTION DESCRIPTION

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

10.1 Solution Technical Architecture

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

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

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

- **Q3.1.** Describe the technical architecture of the solution and how it would be accessible to County users (through a county computer and mobile devices) and by external users or non-users who are interacting with the solution. This must include any and all bandwidth assumptions and requirements.

- **Q3.2.** Though the County is seeking a cloud-based solution, if any component or alternative architecture is proposed, please describe any non-cloud-based hardware and software including the information requested below. All on-premises equipment must operate on County Standard Operating Systems and be compatible with County standard tools and software platforms without modifications or special configuration to any other systems, hardware, or software.
    - Describe how the solution will run in the County's virtual server environment.
    - Describe all hardware and software requirements for servers including, but not limited to server configurations, number of cores, memory requirements and disk space requirements.

- **Q3.3.** Describe how the solution is licensed. (Note: Do not include pricing information, but indicate how the solution is structured. For example, unlimited users, priced by number of forms, number of workflows, number of fields, number of signatures, number of collaborators, etc.)

- **Q3.4.** The solution must be browser agnostic and backward compatible to all actively supported browser versions. Solution Provider will ensure that the solution is upgraded and maintained to this specification during its lifetime. (Note: Gwinnett County prefers solutions that can work on a minimum of the following browsers: Microsoft Edge, Mozilla Firefox, Apple Safari, and Google Chrome.)

- **Q3.5.** What is the slowest wired network connection speed that will still ensure the service provider's system can meet the System Performance requirements?

- **Q3.6.** What is the minimum network connection speed that will still ensure the service provider's system can meet the System Performance requirements?

- **Q3.7.** Does any part of the proposed solution require software (other than a browser) to be installed on the client's device (computer, mobile device, etc.)? If yes, describe the software that must be installed, and the access authorization level required to install it.

- **Q3.8.** Describe any, and all programming languages that are used for the development, configuration, and customization of the proposed solution?

- **Q3.9.** Describe any, and all add-on or third-party software required to support the functionality described in the response to the proposal including all functionality indicated in the Functional Requirements Workbooks as Available or Partially Available?

- **Q3.10.** What is the timeframe for technical obsolescence of the proposed solution? (For the purpose of this question, the version of the proposed solution would be considered obsolete when support is no longer available.)

10.2 Cloud-based Architecture

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

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

- **Q3.11.** What level of data centers does the service provider use?

- **Q3.12.** Where do the servers, processes, and data physically reside?

- **Q3.13.** How often is data replicated and what level of data availability/durability is provided?

- **Q3.14.** What is the service level agreement (SLA) for uptime?

- **Q3.15.** Does the service provider's solution have regular maintenance windows, and if so, what are they?

- **Q3.16.** Are third parties involved in the provisioning of data center services? If yes, please identify those third parties and provide websites and/or other contact information.

- **Q3.17.** What services are impacted or unavailable during regular maintenance windows?

- **Q3.18.** Does the service provider's hosting environment provide redundancy and load balancing for firewalls, intrusion prevention, and other critical security elements?

- **Q3.19.** Do you leverage multiple vendor systems for network appliances?

- **Q3.20.** Do you have hardware on-premises, or do you rely on purchasing and shipping only?

- **Q3.21.** Describe the efforts in place to ensure continuous power is available to all critical systems that support the proposed solution. Include as part of the explanation includes the following topics:

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

10.3 Solution Security and Authentication

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

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

- **Q3.22.** Review the Gwinnett County Security Requirements for Purchasing (Exhibit A) and outline any points of clarification or exception.

- **Q3.23.** Describe the identification and authentication methods used to ensure that users, non-users, and interfacing applications are identified and verified.

- **Q3.24.** Describe the identification and authentication methods used to ensure that users, non-users, and interfacing applications can only access data, features, and functionality for which they have been properly authorized (i.e., how roles and permissions are administered and secured).

- **Q3.25.** Describe the ability of the solution to support data tokenization.

- **Q3.26.** Describe the immunity methods and technologies used to ensure the solution is secure from unauthorized malicious programs. (i.e., viruses, worms, and Trojan horses).

- **Q3.27.** Describe the methods and technologies used to ensure data integrity. The response should include the following topics as a minimum: (Note: Additional security specific to solution components may also appear in additional questions.)
  - Data at rest – local to users.
  - Data in transit.
  - Data at rest – in cloud storage within the proposed solution.

- **Q3.28.** Does the service provider encrypt data at rest? If so, what type of encryption protection does the service provider use and how are the keys managed and secured?

- **Q3.29.** Describe how compliance is certified and maintained for all sensitive data, including each of the types listed below. If compliance and certification is not included for a type of "sensitive" data, then the service provider is requested to explicitly acknowledge and list that data type as an exception. Depending on your response, additional contract documents may be required.
  - Personal Identifiable Information (PII). Include certification of compliance with specific governing bodies and policies.

- **Q3.30.** Describe methods and technology in place to ensure that unauthorized maintenance and updates do not disrupt the security mechanisms of the solution and Gwinnett County systems.

- **Q3.31.** Describe the testing methods used to ensure the solution can withstand web application vulnerabilities such as those identified by Open Web Application Security Project (OWASP).

- **Q3.32.** Describe the network security features of the proposed solution and cloud environment. Include the topics below at a minimum in the response:
    - Disabling unassigned IP and switch ports.
    - Specifying IP ports used at the firewall and demark boundaries.
    - Ensuring security updates are in place for items such as firmware, software, and virus protection.

- **Q3.33.** Describe the role of System Administration in developing and maintaining security profiles. Include the process for changing individual profiles to support personnel movement.

- **Q3.34.** Describe to what level depth of security and permissions may be controlled across the solution and for each component and module required as part of this solicitation.

- **Q3.35.** Describe how audit trails are generated and what information is provided. Include any limitations or constraints.

- **Q3.36.** Describe how the proposed System manages unsuccessful log-on attempts. Can the County establish the number of attempts allowed? What is the reporting or alerting mechanism used to communicate unauthorized access?

- **Q3.37.** Are all data transmissions encrypted, including all server-to-server data transmissions, within data centers?

- **Q3.38.** Does the service provider provide both physical and logical separation between the encryption keys and the encrypted data?

- **Q3.39.** What certifications has the service provider obtained for data protection? For any, and all certifications listed in the requirements and this proposal, the service provider, and all partners will be required to supply proof of the certification to the County's satisfaction if requested to do so. This includes, but is not limited to, FISMA-certified and certified for compliance with NIST, DoD, PCI DSS, ISO 27001, HIPAA, SOC 2, PCI, and FIPS 140-2.

- **Q3.40.** Describe all documentation on the procedures for vulnerability management, intrusion prevention, incident response, and incident escalation and investigation related to the proposed solution and the systems that support it.

- **Q3.41.** Describe how Gwinnett County can monitor the service, which logs are kept, and how can they be accessed, for example, when there is an incident.

- **Q3.42.** Does Gwinnett County retain end-to-end, lifecycle control over where, when, and how data flows and how it is physically stored?

- **Q3.43.** Describe any, and all scheduled penetration tests of either the production environment or a designated testing environment.

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

10.4 Solution Maintenance and Support

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

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

- **Q3.56.** Describe how new features are released in production. Include the items below in the description:
  - How are new features prioritized for release?
  - What cadence is new functionality introduced into production? Base the response on the last three (3) years.

- **Q3.57.** Describe how new features and functionality are communicated to customers. Include the items below in the description:
  - What advance notice to new functionality is provided to users?
  - How are new functionality and features communicated to users?
  - What training is provided for new features and functionality?
  - How often are user manuals and Online Help topics updated?

- **Q3.58.** Do configuration settings carry forward as new features and functions are made available?

- **Q3.59.** Are standard interfaces updated to ensure they still work when new features and functions are made available?

- **Q3.60.** What new features and functions are already planned and committed for release in the next 24 months?

- **Q3.61.** Describe existing user groups that are available for the proposed solution.

- **Q3.62.** Describe the technical solution support provided for the proposed solution. Include the items below in the description:
  - Support for Gwinnett County DoITS helpdesk and service desk for escalations in performance.
  - Support for Gwinnett County end-user support.
  - Support for Gwinnett County System Administration support.
  - Phone support – hours of operation.
  - Online chat support – hours of operation.
  - Email support – hours of operation.
  - After-hours and emergency support for DoITS personnel.

- **Q3.63.** Describe how general support skills are transferred to Gwinnett County technical support personnel for knowledge sharing.

- **Q3.64.** Describe how solution, support, and maintenance issues are reported by Gwinnett County and then tracked, managed, resolved, and status communicated.

- **Q3.65.** Describe how user management is handled. Include in the descriptions the topics below at a minimum. Single-Sign On integration with Microsoft Active Directory is preferred for all "licensed users". General public access to the system must not require licensing.
    - Adding new "licensed end-users", their roles, and permissions.
    - Delete access for all types of users.
    - Restrict and expand access for all types of users.

- **Q3.66.** Describe the staffing requirements typically required to support the proposed solution based on the size, complexity, functionality, and volume described in this proposal. Use the table below to respond. An example is shown below.

Table 6 - Support Staffing Requirements

Staff	Skills	Roles	Avg # of headcount
Enterprise Application Administrator	*Solution admin training*	• *User Management Configuration (enterprise)*	*2*
<insert>	*<insert>*	*<insert>*	*<insert>*

- **Q3.67.** Describe the service provider's support procedure for the levels of errors listed below. Include a description of how the service provider prioritizes issues, determines response time, logs support calls; tracks incidents; monitors the escalation of problems; diagnoses and corrects problems online from remote locations; and resolves problems.
    - Level 1 Error: System or a System Component cannot be used. The issue affects multiple users, critical operations, and/or database functionality.
    - Level 2 Error: System or System Component may be turned live, but a Component does not work properly. Productive use of the affected application or module is compromised, and a procedural workaround is not available.
    - Level 3 Error: System or System Component may be turned live, but a Component does not work properly. Productive use of the affected application or component is not significantly impacted, and a procedural workaround is available.
    - Level 4 Error: System or System Component may be turned live but contains minor errors that do not impact the productive use of the affected application or module.

- **Q3.68.** Does the service provider offer any enhanced support methods such as email or web-based support requests?

- **Q3.69.** What is the service provider's policy regarding support of third-party components included in the proposed system? Has service provider ever dropped support of a third-party component? If so, what is the service provider's procedure for doing so and how much notice is given to customers?

- **Q3.70.** Include in this section a copy of the service provider's standard warranty.

- **Q3.71.** If the proposed system does not include a minimum first-year warranty commencing at final System Acceptance, explain.

- **Q3.72.** What professional services are included as part of the warranty?

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

10.5 Availability and Reliability

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

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

- **Q3.74.** Describe how the solution and the system that delivers it ensure redundancy of data (stored and in transit) and all related connectivity. Include any potential single points of failure and recommendations on how they can be minimized or eliminated.

- **Q3.75.** What is the service provider's Disaster Recovery (DR) Plan? Does it include periodic failover testing that could impact the uptime of the application?

- **Q3.76.** How often is the service provider's DR plan refreshed and updated?

- **Q3.77.** Describe how data stored as part of the solution is retained, archived, and controlled by Gwinnett County as to the amount and retention policies associated with it.

- **Q3.78.** In the event that an agreement with the service provider is terminated, how will the service provider assist with the transition of data from their cloud to another service provider, including providing Gwinnett County and/or a third party with data in an effective manner?

10.6 Solution Components

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

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

- **Q3.79.** Describe the methods in which customers may sign into the queue.

- **Q3.80.** Describe any hardware required for customers to sign into the queue, noting whether the hardware is widely available or proprietary.

- **Q3.81.** Describe any hardware required to display a queue status screen on a monitor(s) in the customer lobby, noting whether the hardware is widely available or proprietary.

- **Q3.82.** Describe any hardware required to audibly announce/summon via system automation customers, noting whether the hardware is widely available or proprietary.

11.0 PROPOSAL RESPONSE SECTION 4 - FUNCTIONAL REQUIREMENTS RESPONSE

11.1 Functional Requirements Response Workbook Structure

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

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

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

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

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

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

11.2 Completing the Functional Requirements Response Workbook

11.2.1 Column A – Req- ID

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

11.2.2 Column B – Category

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

11.2.3 Column C – Importance

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

11.2.4 Column D – Requirement

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

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

11.2.5 Column E – Response Notes

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

11.2.6 Column F – Compliance Response Availability

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

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

11.2.7 Column G – Compliance Response Environment

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

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

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

12.0 PROPOSAL RESPONSE: SECTION 5 - IMPLEMENTATION AND PROJECT MANAGEMENT

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

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

12.1 Project Management

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

- **Q5.1.** Provide a Project Implementation Plan. The plan and explanation of it should contain the items listed below at a minimum.
  - Approach for implementing the proposed solution can be underway no later than 30 days after contract execution.

- **Q5.2.** Provide a Statement of Work that breaks down the system implementation by sub-project and delineates service provider and County responsibilities within each milestone task.

- **Q5.3.** Use the following format to provide a description of Gwinnett County personnel required to successfully implement the proposed system.

Table 7 - Implementation Staffing Required

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

- **Q5.4.** Gwinnett County requires a design review process and approval to confirm that the proposed solution meets all proposed user requirements before commencing software implementation. Describe how the service provider will turn the business requirements from this proposal into functional requirements that are agreed upon by all stakeholders and actionable.

- **Q5.5.** Identify all personnel that will be a part of the project team. Provide the following information at a minimum.
  - Resume of the proposed project personnel.
  - List of related engagements similar to the proposed engagement. Include the following for each engagement:

- The role they will play in this project.
- The names of all personnel on that project.
- The name of the customer
- The dates of the engagement.
- Description of the engagement.

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

12.2 Testing

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

- **Q5.7.** Describe how issues identified in testing are addressed as part of the system testing process the service provider will use. Include the definition and response time frames for error severity levels the service provider will use.

- **Q5.8.** Describe the process the service provider follows for functional acceptance testing. Include timelines and steps in the process.

- **Q5.9.** Describe how issues identified in testing are addressed as part of the functional acceptance testing process the service provider will use. Include the definition and response time frames for error severity levels the service provider will use.

- **Q5.10.** Describe the process the service provider follows for user acceptance testing? Include timelines and steps in the process.

- **Q5.11.** Describe how issues identified in testing are addressed as part of the user acceptance testing process the service provider will use. Include the definition and response time frames for error severity levels the service provider will use.

- **Q5.12.** Describe the service provider's experience with similar size agencies and scope for conducting a load test.

- **Q5.13.** Describe the ongoing performance testing that the service provider performs on the proposed solution.

- **Q5.14.** Describe the ongoing reliability testing that the service provider performs on the proposed solution.

- **Q5.15.** Describe the ongoing stress testing that the service provider performs on the proposed solution.

12.3 Training

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

- **Q5.16.** Describe the training that is included in the proposal response in support of the proposed solution. The description should include the information listed below at a minimum. If multiple options are available, include them all in the description.
    - Training format – i.e., end-user training, train-the-trainer, etc.
    - Training venue – i.e., in-person (onsite at Gwinnett County), online, etc.
    - Training topics.
    - Training material provided.
    - The number of sessions, their length, and other time-related logistics.
    - Recommended timing with relation to "go-live" and "contract execution".
    - Include a sample agenda from a recent training course for a customer of the same size and complexity as Gwinnett County.

- **Q5.17.** Does the service provider provide refresher training. If yes, describe what refresher training is available. Include the cost of refresher training in ***Exhibit C – Pricing Response Workbook*** as an option.

- **Q5.18.** Does the service provider provide any online training options to bring new employees up to speed on the system? If so, provide a description.

- **Q5.19.** Describe any additional training that is not included but that could be made available. Include the cost of such training in ***Exhibit C – Pricing Response Workbook*** as an option.

13.0 PROPOSAL RESPONSE: SECTION 6 - ADDITIONAL SOLUTIONS

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

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

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

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

14.0 PROPOSAL RESPONSE SECTION 7 - PRICING

This section details the pricing elements for the proposed System. It includes response to several interrogatory questions and the submission of the pricing for the full proposed solution that should be submitted using the ***Exhibit C – Pricing Response Workbook***. **This should be submitted in a separate sealed envelope. The digital file should also be submitted on a separate flash drive from the technical response.**

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

14.1 Pricing/Costs

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

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

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

14.1.1 Worksheet Structure

Exhibit C – Pricing Response Workbook includes the following worksheets:

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

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

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

15.0 GENERAL PROPOSAL INSTRUCTIONS

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

15.1 Proposal Response Submission

All proposals are to be delivered in accordance with ***Table 8 - Proposal Response Document Table.*** The County requires an original single-sided set of printed documents, clearly marked as an Original, and an additional six (6) printed copies, as indicated in Table 8. Service providers are asked to deliver one (1) unbound copy of the entire proposal response and to bind or place documents into individual binders with clearly marked tabs. The service provider's Cost Proposal is to be provided in a sealed envelope marked with the service provider's company name and RP041-21 on the envelope.

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

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

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

Table 8 - Proposal Response Document Table

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

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

15.2 Proposal Delivery Instructions

All printed proposal documents and electronic files are to be delivered in a sealed container

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

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

Gwinnett County
Purchasing Division
75 Langley Drive
Lawrenceville, GA 30046

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

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

15.3 Question Submission

It is the County's intent to allow service providers sufficient time to submit questions and seek clarification on the proposal. Questions related to the proposal or requests for clarification are to be submitted to Casey Beauston, Purchasing Associate II, at the following emai: casey.beauston@gwinnettcounty.com by the established deadline.

15.4 Addenda

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

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

15.5 Service Provider's Expenses

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

15.6 Contact with Employees and Others

Individuals, service providers, and businesses seeking an award of a Gwinnett County contract

may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the listed Purchasing Associate between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, service provider, or business may be disqualified from consideration for award.

15.7 Use of Gwinnett County Stakeholder Names

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

15.8 Proposal Term and Validity

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

15.9 Contract Term

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

16.0 PAYMENT TERMS

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

17.0 PROPOSAL RESPONSE SECTION 8 – RESPONSE FORMS

17.1 Proposal Compliance Checklist

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

17.2 Gwinnett County Standard Documents

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

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

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

Service Provider Information Page

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

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions for 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 for Vendors.

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

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____

E-mail address _____

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

REFERENCES

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

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope to 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 _____

GWINNETT COUNTY, GEORGIA
LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Service Provider Name_____

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

1 Definitions

2 Contract Documents

3 Changes and Extra Work

4 Personnel and Equipment

5 Accuracy of Work

6 Findings Confidential

7 Termination of Agreement for Cause

8 Termination for Convenience of the COUNTY

9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS

10 Indemnification

11 Covenant Against Contingent Fees

12 Insurance

13 Prohibited Interests

14 Subcontracting

15 Assignability

16 Equal Employment Opportunity

17 Anti-Kickback Clause

18 Audits and Inspectors

19 Ownership, Publication, Reproduction and Use

20 Verbal Agreement or Conversation

21 Independent Service Provider

22 Notices

1 DEFINITIONS

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

1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.

1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.

1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.

1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.

1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.

1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.

1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.

1.12 WORK-means any and all obligations, duties, and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.

1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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 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 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 SERVICE PROVIDER shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine, and make copies, excerpts, or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

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

"SAMPLE"
Annual Service Provider Contract
RP035-24 Provision and Implementation of a Taxpayer Interactive Website Portal on an Annual Contract

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

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

1. TERM:
This contract shall commence _____ , for a one-year period with four (4) options to renew for an additional one-year period.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures Next Page)

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

GWINNETT COUNTY, GEORGIA

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

ATTEST:

_____
Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

_____
Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER:_____

BY:_____
Signature

_____
Print Name

_____
Title

ATTEST:

_____
Signature

_____
Print Name
Corporate Secretary
(Seal)

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

RP035-24 Provision and Implementation of a Taxpayer Interactive Website Portal on an Annual Contract

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. The 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).

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

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

   _____ day of _____, 20____

   _____
   Printed Name of Authorized Officer or Agent

   _____
   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**

Exhibit A - Security Requirements for Purchases

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 *cloud*.
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

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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

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

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

3. Auto Liability Insurance
   (a) $500,000 limit of liability per occurrence for bodily injury and property damage
   (b) Comprehensive form covering all owned, 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 maybe 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.

Surety Bonds (If Required)

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

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

RP035-24

Buyer Initials: CB

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 were 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.