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September 10, 2024

INVITATION TO BID BL113-24

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Provision and Implementation of Enhancements to the Accela System** for the Department of Information Technology Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on October 7, 2024** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time <u>will not be accepted</u>. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Dana Garland, CPPB, FOII, NIGP-CPP, Purchasing Associate III at dana.garland@gwinnettcounty.com or by calling 770-822-8723, no later than **10:00 A.M. on September 26, 2024.** Bids are legal and binding upon the bidder when submitted.

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

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

Award will be made to the services provider submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

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

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

Dana Garland, CPPB Purchasing Associate III

The following pages **<u>should</u>** be returned as your bid:

Requirements, Pages 2-3 Features and Functionalities, Pages 21-32 Bid Schedule, Page 34 Service Provider Information, Page 35 References, Page 36 Contractor Affidavit and Agreement, Page 37 Code of Ethics Affidavit, Page 38

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<u>Scope</u>

The Gwinnett County Board of Commissioners (County) is soliciting competitive bids from qualified service providers for the provision and implementation of 6 enhancements to the Gwinnett County Accela system.

Definitions

- Accela Citizen Access (ACA) Online portal used by County customers to submit and review permit related information electronically.
- Accela Mobile Application (AMA) Accela's mobile platform for mobile phones, tablets, etc.

Service Provider Requirements

To ensure that only qualified service providers participate in this project, the County requires all service providers to meet the following criteria:

Mandatory Qualifications	
Requirements	Yes/No
Service provider must be an official Accela Professional Services Partner (Platinum, Gold, or Silver) or directly affiliated with Accela. Subcontracting to non-partnered entities will not be allowed.	
Service provider will assign the following roles for the scope of work with relevant certifications and extensive experience: Project Manager Business Analyst Solution Architect Data Migration Specialist Accela Certified Developers 	
All County-owned data will be stored within the United States.	
Service provider must have extensive experience in successfully migrating large systems to Accela, particularly from SAP or comparable systems (must include experience with all of the following: data migration process, ensuring complete extraction, cleaning, mapping, and loading of approximately 20 years of data from SAP to Accela.)	
Service provider must interact with stakeholders to gather detailed requirements for each project, which includes creating comprehensive documentation such as process flows, mock-ups, and detailed specifications to ensure transparency and business buy-in before development begins.	

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Mandatory Qualifications		
Requirements	Yes/No	
 The service provider must configure, build, implement the system according to best practices e.g. Design: Consistent User Experience (UX), Responsive Design, Accessibility and Layouts. Coding: Modularity, Coding Conventions, Error Handling, Comments and Documentation, Code Reviews and must use existing agency's GitHub setup to incorporate new code. Implementation: Configuration Management, APIs, Workflow Automation, Customization. Configuration: Workflows, Security, Forms and Fields, Document Management, Reporting and Analytics, Notification and Communication, GIS Configuration, Fee and Payment, Data Migration and Conversion, Performance and Scalability, Audit and Compliance. Testing: Unit Testing, Integration Testing, UAT, Load Testing & Security Testing. Deployment: Staging Environments, CI/CD, Versioning, Deployment Scheduling. 		
Service provider must conduct thorough quality testing of all solutions prior to handover for user acceptance testing (UAT) by County staff.		
Service provider must develop and deliver training materials and sessions for Gwinnett County staff for all projects.		
Service provider must develop technical documentation for all system configurations to support long-term maintenance and scalability of the solutions.		
Service provider must work with the County's Accela developers to ensure that all configurations meet the County's minimum requirements.		
Service provider must have experience with ePermitHub to configure Digital Plan Room solutions.		
Service provider must receive required approval from the County's Accela lead before proceeding with any solution development in the County's environments.		
Service provider must work in collaboration with the County's project management team to ensure projects remain on track and are delivered per the County's standard project management methodologies for Accela system enhancements.		
Service provider must conduct at least 10 end user trainings, 1-2 hours each.		
Service provider must conduct at least 10 system administrative/technical trainings, 2-4 hours each.		
Service provider must provide 4 weeks of support post go-live for each individual project release. This cost must be included in the line-item pricing on the bid tabulation.		
Service provider must complete all project initiatives within a 12-month period by working with various workstreams that will run in parallel.		

Project Overview and Descriptions

This section outlines the scope and details of each project, including the various components such as record types, data fields, workflows, scripting complexity, and other system-level elements. The description provides an overview of the configurations required, the business areas involved, and the strategic goals the project aims to achieve.

The information presented is designed to guide service providers in understanding the technical and functional requirements, with the flexibility to adjust specific configurations as needed. Key business areas impacted by the project, along with expected outcomes like improved efficiency, enhanced user experience, and better data management, are also highlighted. These efforts aim to ensure that the system's capabilities are fully aligned with the County's operational requirements and vision.

1. Department of Water Resources (DWR) Utility Construction Permit

Purpose:

Develop a comprehensive permit record for utility construction projects. This permit will streamline data entry requirements, fee payments, permit issuance, inspection tracking, and project closeout efforts related to land development projects.

Goals:

- Create one new record type using the features and functionalities as listed in Appendix A.
- Develop a report to compile and pass all relevant record information needed to set up utility installation and billing at the DWR.

Expected Outcomes:

- Data available within Accela to be able to search, track, and effectively report on utility construction permits issued by Planning and Development.
- Streamlined process to provide data to DWR to install utilities, as well as create and manage utility billing accounts.
- Fully integrated land development, utility construction, and building permit records, utilizing related records and scripting to ensure project lifecycles are followed and research between records is easy to follow.

Components	Estimates per Record Type
ACA Pages	3-10
Custom Fields	25-100
Custom Lists	0-5
Custom Field Form Layouts	0-1
Workflow Tasks	3-10
Statuses per Workflow Task	3-7
Record Statuses	5-15
New Fee Items	75-125
Document Types	0-5
Document Checklists	0-1
Communication Templates	10-20

Record-Level Details | Number of Records/Applications: 1

System-Level Details

Component	Description
Standard Comments	100-200
Condition Management	0-10
Inspection Configuration	
Inspection Groups	0-1
Inspection Types	0-50 per Inspection Group
Discrete Checklists	0-5
Inspectors	0-10
Inspection Districts	0-10
Inspection Disciplines	0-5
Calendars	0-1
User Groups	3-5
Amendment/Renewal Records	0-3
Contact Types	1-10
Menu Navigation Templates	3-5
Global Filters	1-5

Scripting Complexity

Complexity Level	Description	Quantity
Very High	Exports, imports, complex batches, integrations	0-5
High	Batch scripts, page flow scripts	0-10
Medium	Event scripts, pre- and post-scripts, scripting expressions	0-20
Low	Configurable scripts, wizard-based expressions	0-20

Custom Reports

Complexity Level	Description	Quantity
Very High	High complexity reports that may include the following: multiple layouts, large number of fields, multiple headers, footers and page breaks.	0
High	Reports requiring complex queries, joins, multiple sources, etc.	0-1
Medium	Reports requiring calculations and summaries, such as forms and transaction reports	0-3
Low	Simple reports requiring a pull from a limited number of database fields	0-3

2. Permits Automation

Purpose:

Automate and enhance the permitting process for various types of projects, improving efficiency in application submission, task management, and communications. **Goals:**

- Configure or reconfigure 20-25 permit applications using the features and functionalities as listed in Appendix A.
- Build out inspections scheduling for development inspections, including auto-scheduling of inspections, as well as optimizing their daily routes using GIS routing services in tandem with Accela configuration.

Expected Outcomes:

- Streamlined permit application and inspection processes.
- Improved task management and communication with stakeholders.
- Enhanced reporting capabilities through updated datasets and custom reports.
- Ability to track and account for bonds associated with development projects.

Record Type Listing

The configuration efforts for the Permits Automation project may include record types such as the following, but the specific record types may be adjusted as needed during the project:

- 1. Residential Repair
- 2. Residential Land Disturbance
- 3. Residential Model Home
- 4. Residential Accessory
- 5. Residential Swimming Pool
- 6. Residential Retaining Wall
- 7. Commercial Swimming Pool
- 8. Commercial Retaining Wall
- 9. Commercial Mechanical
- 10. Commercial Electrical
- 11. Commercial Plumbing
- 12. Commercial Tall Structure
- 13. Demolition
- 14. Solar Panels
- 15. Compliance Inspection Report (occupancy type changes)

- 16. Damage Assessments
- 17. Fire Protection City
- 18. Signs
- 19. Residential Development Permit
- 20. Commercial Development Permit
- 21. Land Disturbance Permit
- 22. Development Bond

Record-Level Details | Number of Records/Applications: 20-25

Components	Estimates per Record Type
ACA Pages	3-10
Custom Fields	25-100
Custom Lists	0-5
Custom Field Form Layouts	0-5
Workflow Tasks	3-20
Statuses per Workflow Task	3-7
Record Statuses	5-15
New Fee Items	0-30
Document Types	0-10
Document Checklists	0-5
Communication Templates	10-30

System-Level Details

Component	Description
Standard Comments	100-200
Condition Management	0-10
Inspection Configuration	
Inspection Groups	0-20
Inspection Types	0-50 per Inspection Group
Discrete Checklists	0-10
Inspectors	50

Component	Description
Inspection Districts	10-20
Inspection Disciplines	20-30
Calendars	0-3
User Groups	0-3
Amendment/Renewal Records	3-6
Contact Types	5-10
Menu Navigation Templates	0-3
Global Filters	10-15

Scripting Complexity

Complexity Level	Description	Quantity
Very High	Exports, imports, complex batches, integrations	0-2
High	Batch scripts, page flow scripts	50-75
Medium	Event scripts, pre- and post-scripts, scripting expressions	50-100
Low	Configurable scripts, wizard-based expressions	20-50

Custom Reports

Complexity Level	Description	Quantity
Very High	High complexity reports that may include the following: multiple layouts, large number of fields, multiple headers, footers and page breaks.	0-3
High	Reports requiring complex queries, joins, multiple sources, etc.	10-20
Medium	Reports requiring calculations and summaries, such as forms and transaction reports	10-20
Low	Simple reports requiring a pull from a limited number of database fields	10-20

Data Migration

Number of record types included in the migration: 11

Component	Details
Source System	Accela (data cleansing)
Migration Components	(Internal)

3. Field Services Automation

Purpose:

Improve field personnel engagement with customers as well as reduce administrative burdens related to scheduling and dispatching. Ensure available inspection types are relevant to each record; update and reduce inspection options provided to customers online. This project includes records associated with Building Inspections, Development Inspections, and Code Enforcement. **Goals:**

- Configure systems using the features and functionalities as listed in Appendix A.
- Implement remote inspections via text with Twilio integration.
 - Customers text back and forth with automated system to provide permit details and photos of project.
 - Photos are loaded to inspection record within permit and able to be resulted directly.
- Implement customer notifications via text with Twilio integration.
- Update and ensure inspection types available on each application are relevant to each application. Includes ~30 record types.

Expected Outcomes:

- Enhanced efficiency in field service operations.
- Improved customer communication and satisfaction.
- Streamlined inspection scheduling and tracking.

Record-Level Details | Number of Records/Applications: 1

Components	Estimates per Record Type
Custom Fields	0-10
Custom Lists	0-1
Custom Field Form Layouts	0-1
Workflow Tasks	0-3
Statuses per Workflow Task	3-7
Record Statuses	0-5
New Fee Items	0-5
Document Types	0-10
Document Checklists	0-3
Communication Templates	0-10

System-Level Details

Component	Description
Standard Comments	100-200
Condition Management	0-10
Inspection Configuration	
Inspection Groups	10-30
Inspection Types	0-25 per Inspection Group
Discrete Checklists	5-10
Inspectors	60
Inspection Districts	10-15
Inspection Disciplines	10-15
Calendars	0-3
User Groups	3
Contact Types	0-5
Menu Navigation Templates	3
Global Filters	0-10
Webhooks	5-10

Scripting Complexity

Complexity Level	Description	Quantity
Very High	Exports, imports, complex batches, integrations	0-5
High	Batch scripts, page flow scripts	10-15
Medium	Event scripts, pre- and post-scripts, scripting expressions	10-15
Low	Configurable scripts, wizard-based expressions	0-10

Custom Reports

Complexity Level	Description	Quantity
Very High	High complexity reports that may include the following: multiple layouts, large number of fields, multiple headers, footers and page breaks.	0-1
High	Reports requiring complex queries, joins, multiple sources, etc.	0-5
Medium	Reports requiring calculations and summaries, such as forms and transaction reports	0-10
Low	Simple reports requiring a pull from a limited number of database fields	0-10

4. Code Enforcement

Purpose:

Revamp the Code Enforcement process to align with Accela best practices, enhancing reporting capabilities and integrating multiple business areas into a unified application. **Goals:**

- Build a record which allows Code Enforcement to manage applications more effectively and efficiently using all available Accela functions. This record should be built to be scalable, as the basis for County-wide service request management, using the features and functionalities as listed in Appendix A.
- Implement SureBill integration (FTP Integration) for batch mailings (daily packing and stuffing of envelopes by a third-party service provider).
- Optimize inspection scheduling, routing, and reinspection.

Expected Outcomes:

- A more efficient, fully built, scalable complaint application.
- Enhanced reporting and data management capabilities.
- Improved customer service through streamlined complaint submission and processing.
- More efficient routing of inspectors.

Record-Level Details | Number of Records/Applications: 1

Components	Estimates per Record Type
ACA Pages	3-10
Custom Fields	100-150
Custom Lists	0-5
Custom Field Form Layouts	1
Workflow Tasks	10-20
Statuses per Workflow Task	3-7
Record Statuses	5-15
Document Types	10-15
Communication Templates	10-30

System-Level Details

Component	Description
Standard Comments	300-500
Condition Management	0-10
Inspection Configuration	
Inspection Groups	1
Inspection Types	0-25
Discrete Checklists	0-3
Inspectors	30-60
Inspection Districts	30-40
Inspection Disciplines	10-15
Calendars	0-6
User Groups	1-6
Contact Types	5-10
Menu Navigation Templates	1-6
Global Filters	30-40

Scripting Complexity

Complexity Level	Description	Quantity
Very High	Exports, imports, complex batches, integrations	0-5
High	Batch scripts, page flow scripts	15-20
Medium	Event scripts, pre- and post-scripts, scripting expressions	20-25
Low	Configurable scripts, wizard-based expressions	20-25

Custom Reports

Complexity Level	Description	Quantity
Very High	High complexity reports that may include the following: multiple layouts, large number of fields, multiple headers, footers and page breaks.	0-5
High	Reports requiring complex queries, joins, multiple sources, etc.	5-10
Medium	Reports requiring calculations and summaries, such as forms and transaction reports	5-10
Low	Simple reports requiring a pull from a limited number of database fields	5-10

Data Migration

Number of record types included in the migration: 0-3

Component	Details
Source System	Accela – moving data from existing records into new records
Migration Components	(Internal)

5. Housing and Community Development

Purpose:

Develop two new applications to support mortgage assistance and homeowner rehabilitation programs. This application will streamline data entry requirements, communication, grants management, inspection management, project tracking, permit tracking, and project closeout efforts. **Goals:**

- Create two new record types using the features and functionalities as listed in Appendix A.
- Develop connection to financial system for grants management.
- Associate all related permit records issued by Planning and Development.

Expected Outcomes:

- Enhanced support for housing and community development programs.
- Customers can submit and manage applications entirely through ACA.
- Improved application tracking and management.
- Data is available within Accela to be able to search, track, and effectively report status of individual grants managed by Planning and Development.
- Comprehensive reporting to support program oversight.

Record Type Listing

The configuration efforts for the Housing and Community Development project may include record types such as the following, but the specific record types may be adjusted as needed during the project:

- 1. Mortgage Assistance
- 2. Homeowner Rehabilitation

Record-Level Details | Number of Records/Applications: 2-3

Components	Estimates per Record Type
ACA Pages	3-10
Custom Fields	50-150
Custom Lists	0-5
Custom Field Form Layouts	0-2

Components	Estimates per Record Type
Workflow Tasks	3-15
Statuses per Workflow Task	3-7
Record Statuses	5-15
New Fee Items	0-10
Document Types	0-20
Document Checklists	0-5
Communication Templates	10-30

System-Level Details

Component	Description
Standard Comments	50-100
Condition Management	0-10
Inspection Configuration	
Inspection Groups	0-2
Inspection Types	0-50 per Inspection Group
Discrete Checklists	0-5
Inspectors	0-5
Inspection Districts	0-2
Inspection Disciplines	0-5
Calendars	0-2
User Groups	2-4
Amendment/Renewal Records	0-1
Contact Types	5-10
Menu Navigation Templates	2-4
Global Filters	5-10

Scripting Complexity

Complexity Level	Description	Quantity
Very High	Exports, imports, complex batches, integrations	0-5
High	Batch scripts, page flow scripts	10-20
Medium	Event scripts, pre- and post-scripts, scripting expressions	10-20
Low	Configurable scripts, wizard-based expressions	10-20

Custom Reports

Complexity Level	Description	Quantity
Very High	High complexity reports that may include the following: multiple layouts, large number of fields, multiple headers, footers and page breaks.	0-5
High	Reports requiring complex queries, joins, multiple sources, etc.	5-10
Medium	Reports requiring calculations and summaries, such as forms and transaction reports	5-10
Low	Simple reports requiring a pull from a limited number of database fields	5-10

6. Licensing and Revenue Implementation & Migration

Purpose:

The Licensing and Revenue Migration project is a critical initiative aimed at modernizing and streamlining the county's licensing and revenue management processes. This project involves the migration of various licensing types and associated revenue management workflows from legacy systems into a new, integrated platform. The migration will encompass a wide range of licensing categories, each with distinct workflows, tax processes, and regulatory requirements. The project's primary objective is to enhance efficiency, improve data accuracy, and provide a more user-friendly experience for both internal users and external stakeholders.

Goals:

- Migrate entire Licensing and Revenue system from SAP to Accela using the features and functionalities as listed in Appendix A.
- Improve the overall capabilities of all application components.

Expected Outcomes:

- Complete ground-up system configuration.
- Complete data migration mapped to appropriate locations no data left behind. Every piece of data appears to have been created in Accela no shortcuts.
- Applications fully built and automated utilizing all available Accela functionality.

Constraints:

County staff will be unavailable for any heavy project workloads or go-live activities from October to May for this particular effort, therefore the selected service provider must be able to complete this project despite this constraint.

Scope of Work:

The project scope includes the migration and configuration of several key licensing types, including but not limited to Alcohol, Cable Franchise, Financial Institutions, Hotel/Motel, Massage, Rental Motor Vehicles, and Non-Regulated Businesses. Each licensing type will have unique workflows and tax processes configured to ensure compliance with county and state regulations. The project will also involve the integration of excise tax processes, renewal workflows, and various other specialized tasks associated with each license type.

Record Type Listing

The configuration efforts for the Licensing and Revenue migration project will include the following:

Alcohol

The workflow includes application processing, background checks, approvals, renewals, and excise tax management. Specifics such as levels of certification, renewal timelines, and fee structures will be configured.

- Alcohol License (Application, License Renewal)
- Alcohol Excise Tax

Cable Franchise

Includes application processing and the management of quarterly excise taxes based on gross revenue.

- Cable Franchise Agreements (Application)
- Cable Franchise Fees (Quarterly report and payment of fees)
- Cable PEG Fees (Quarterly payment)

• Financial Institution

Annual excise tax processing based on gross revenue will be configured.

- Financial Institution (Application)
- Financial Institution (Annual filing of State of GA PT 440 Form and Payment)

Hotel/Motel

Monthly excise tax calculations, discounts, and penalties based on timely payments will be integrated.

- Hotel/Motel License (Hotel Certificate Application, Hotel Certificate)
- Hotel/Motel License (Occ Tax Application, Occ Tax Certificate, Occ Tax Renewal)
- Hotel/Motel Occupancy Tax

• Massage

Application processing, renewals, and penalty management for late renewals will be included.

- Massage License (Establishment Lic App, Establishment Lic, Establishment Renewal)
- Massage License (Occ Tax App, Occ Tax Certificate, Occ Tax Renewal, Establishment Renewal)

Rental Motor Vehicle

Monthly excise tax calculations, including discounts and penalties for late payments, will be configured.

- Rental Motor Vehicle License (Occ Tax Application, Occ Tax Certificate, Occ Tax Renewal)
- Rental Motor Vehicle Excise Tax

Non-Regulated Businesses

Shared workflows will be configured for all non-regulated licenses, with automations for application processing, reviews, approvals, and certificate issuance.

- Non-Regulated Businesses (Occ Tax Application, Occ Tax Certificate, Occ Tax Renewal)
- MarketPlace Facilitator Excise Tax

• Maintenance Record Types

- Appeal
- o Audit
- Account Closure
- Amendment Change of Contact Information
- Amendment Address Change

Data Conversion:

The project includes the conversion of historical data from legacy systems, specifically from SAP and FileNet, into the new platform. This process will involve extensive data cleansing, mapping, and validation activities. The migration will be executed through a series of mock runs to ensure data accuracy and completeness. The final data migration will occur during the Go-Live phase, with all records being transferred into the production environment.

Custom Reporting:

Several custom reports will be developed to support the new licensing and revenue management processes. These reports will include financial summaries, license status aging, geographic analyses of businesses, and audit results. The system will also allow for the generation of open records requests and other regulatory compliance reports.

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Reports will include but are not limited to:

- Aging Forward and Backward for Status
- Number of Businesses Within a Particular Commission District
- Number of Businesses Within a Range of Parcels GIS Boundary
 - \circ $\;$ Parts of the unincorporated set of businesses want to incorporate
 - Parent and Child Locations to Show All Aspects of a Business
 - Example: McDonald's (Location 1, Location 2, etc.)
- Financial Reporting
 - o Breakdown of multiple types of fees collected per business:
 - Occupation Tax
 - Hotel Occupancy Tax
 - Penalties
 - Etc.
- Open Records
 - Types of businesses
 - Types of businesses within a certain district
 - Financials within a certain district
 - Public Self Help
 - Query of businesses that have opened or renewed
 - Effort to help the County pull data to another solution (GIS work)
- Appeals
 - \circ Upcoming
 - Resulted
- State Conflict
 - o Business with the renewal/conflict hold
- Additional Medium Complexity Reports (Five Reports)
 - These reports will address various additional reporting needs.

Service Provider and Agency Responsibilities:

- Service Provider Responsibilities: Include facilitating requirements gathering, conducting data analysis and cleansing, developing migration scripts, and executing the data migration process.
- **Agency Responsibilities:** Include providing access to subject matter experts (SMEs), reviewing and approving documentation, and validating the accuracy of the migrated data.

Success Criteria:

The project will be deemed successful upon the complete and accurate migration of all targeted licensing and revenue data into the new system, the successful configuration of all required workflows, and the operationalization of the custom reporting features. Final acceptance will be based on the Agency's sign-off on all deliverables, including the Go-Live data migration and post-Go-Live validation activities.

Record-Level Details | Number of Records/Applications: 20-25

Components	Estimates per Record Type
ACA Pages	3-10
Custom Fields	25-100
Custom Lists	0-5
Custom Field Form Layouts	15-20
Workflow Tasks	3-10
Statuses per Workflow Task	3-7
Record Statuses	5-15
New Fee Items	50-75
Document Types	0-15
Document Checklists	0-5
Communication Templates	20-40

System-Level Details

Component	Description
Standard Comments	50-100
Condition Management	10-20
Inspection Configuration	
Inspection Groups	0-2
Inspection Types	0-10 per Inspection Group
Discrete Checklists	0-5
Inspectors	30-50
Inspection Districts	10-20
Inspection Disciplines	0-5
Calendars	0-4
User Groups	3-6
Amendment/Renewal Records	10-15
Meetings/Calendars	0-5
Contact Types	5-10
Menu Navigation Templates	3-6
Global Filters	20-30

Scripting Complexity

Complexity Level	Description	Quantity
Very High	Exports, imports, complex batches, integrations	10-15
High	Batch scripts, page flow scripts	50-75
Medium	Event scripts, pre- and post-scripts, scripting expressions	75-100
Low	Configurable scripts, wizard-based expressions	75-100

Custom Reports

Complexity Level	Description	Quantity
Very High	High complexity reports that may include the following: multiple layouts, large number of fields, multiple headers, footers and page breaks.	10-20
High	Reports requiring complex queries, joins, multiple sources, etc.	20-30
Medium	Reports requiring calculations and summaries, such as forms and transaction reports	20-30
Low	Simple reports requiring a pull from a limited number of database fields	20-30

Data Migration

Number of record types included in the migration: 10-20

Component	Details
Source System	SAP (Database and CRM front end for Licensing and Revenue) FileNet (Document storage for Licensing and Revenue)
Migration Components	Summary, Record, Contacts, Custom Fields, Custom Lists, Documents, Address, Parcel, Owner, Fees, Related Records, Workflow, GIS, Payment, Payment History, Workflow History, Inspections, Professionals, Conditions, Activities, Comments Note: All system data must be transferred out of legacy systems and migrated into Accela in the correct location.

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Features and Functionalities

Each of the items listed in the table below may be requested as part of the projects identified in the prior section. These features and functionalities are integral to achieving the specific goals and outcomes outlined for each project. Service provider should be prepared to address and implement these requirements as part of their proposed solutions.

Requirements	Yes/No
(ACA) Ability for applicant to see their application number once application is submitted.	
(ACA) Ability for applicants to report information on a monthly basis (i.e., their alcohol drink sales).	
(ACA) Ability for multiple business owners to be added to an application form.	
(ACA) Ability for one or more registered agents to be added to an application form.	
(ACA) Ability to add external URLs on application form that the user can navigate to (i.e. NAICS Code website).	
(ACA) Ability to add optional documents to be uploaded by applicant while submitting an application form based on value selected.	
(ACA) Ability to add read-only fields that are auto populated based on an applicant selection from a different field.	
(ACA) Ability to add required documents to be uploaded by applicant while submitting an application form based on the value selected.	
(ACA) Ability to add tooltips to give form applicant more information about the nature of the fields they are filling out.	
(ACA) Ability to capture data in table format.	
(ACA) Ability to limit addresses added on a form to geographic location.	
(ACA) Ability to make application form fields optional.	
(ACA) Ability to make application form fields required.	

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Requirements	Yes/No
(ACA) Ability to make payments via ACA.	
(ACA) Ability to preview fees that the applicant will owe as they fill out their application form.	
(ACA) Ability to retrieve a saved application with all previously filled information.	
(ACA) Ability to save an application to complete later.	
(ACA) Ability to stop users from submitting new applications without a valid parent record type.	
(ACA) Ability to submit new applications via ACA.	
(ACA) Ability to submit new applications via ACA.	
(ACA) Ability to upload documents via ACA.	
(ACA) Ability to view an application status via ACA.	
(AMA) Ability enter comments using voice-to-text.	
(AMA) Ability to capture signatures for staff/customers.	
(AMA) Ability to complete tasks, inspections, and other record activities.	
(AMA) Ability to configure UI/views for appropriate devices – phones, tablets.	
(AMA) Ability to create/trigger reports from AMA.	
(AMA) Ability to print reports, checklists and/or receipts from AMA.	

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Requirements	Yes/No
(AMA) Ability to develop and view reports specific to AMA.	
(AMA) Ability to filter by assigned to, due date, record type, and other attributes.	
(AMA) Ability to see assigned routes and access directions to next stop.	
(AMA) Ability to see checklists and add comments to inspections.	
(AMA) Ability to view assignments on mobile devices.	
(AUTOMATION SCRIPTS) Ability to develop scripts that work on AMA.	
 (AUTOMATION SCRIPTS) Ability to Develop below scripts/ expressions Very High Complexity – Exports, imports, complex batches, Integrations High Complexity – batch scripts (e.g., license expiration notice), page flow scripts Medium Complexity – event scripts (e.g., auto-assign inspections, populating custom fields from GIS, placing a condition on a record based on custom fields and/or GIS data elements), pre- and post-scripts, and scripting expressions (non-wizard based) Low Complexity – configurable scripts, wizard-based expressions. 	
(BATCH JOBS) Ability to Setup batch jobs.	
(COMMUNICATIONS) Ability for an automated email to be sent to applicant to confirm their email address.	
(COMMUNICATIONS) Ability for an automated email to be sent to applicant with a link to pay the invoice.	
(COMMUNICATIONS) Ability for staff to add notes to a submitted application and send it as an automated email to the customer.	
(COMMUNICATIONS) Ability to make receive an email notification once a payment is made via ACA.	
(COMMUNICATIONS) Ability to send applicant an auto-generated submittal confirmation email once the application form is filled.	

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Requirements	Yes/No
(COMMUNICATIONS) Ability to send automated emails based on a number of criteria, including but not limited to Custom Field values, Workflow status, Record status, calculated time to/from a predetermined date/time.	
(COMMUNICATIONS) Ability to send automated emails to a variety of contact types.	
(COMMUNICATIONS) Ability to send automated emails with deep links to a variety of ACA locations.	
(COMMUNICATIONS) Ability to send automated emails with dynamic Record, Contact, Custom Field, Workflow, APO, and Active Directory references.	
(COMMUNICATIONS) Ability to send manual emails.	
(CONTACT TYPES) Ability to configure new Contact Types in Back Office and ACA. Also, Ability to Clean up the Contact Forms on ACA.	
(CUSTOM FIELD LAYOUTS) Ability to Create New Layout for Custom Fields in Back Office.	
(CUSTOM WRAPPER) Ability to update and deploy the custom wrapper of the agency - ACA.	
(DATA INTEGRATION) Ability for all certificates issued daily to be added to an FTP site.	
(DATA INTEGRATION) Ability for all invoices that are not paid the same day that they are created to be sent to an FTP site.	
(DATA INTEGRATION) Ability insert data into database on a determined frequency without system downtime.	
(DATA INTEGRATION) Ability to export data on a determined frequency as a file to an external system (I.e. SFTP).	
(DATA INTEGRATION) Ability to send any payment made to the general ledger to the third- party county financial system in real time (I.e. Oracle or SAP).	
(DATA INTEGRATION) Ability to send any refunds made to the general ledger to the third- party county financial system in real time (I.e. Oracle or SAP).	
(DATA MIGRATION) Ability to migrate Address, Parcel, Owner data from external systems and/or paper applications into new and/or existing records.	

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Requirements	Yes/No
(DATA MIGRATION) Ability to migrate business license data from external systems and/or paper applications into new record types to continue workflow.	
(DATA MIGRATION) Ability to migrate communications data from external systems and/or paper applications into new and/or existing records.	
(DATA MIGRATION) Ability to migrate Contacts data from external systems and/or paper applications into new and/or existing records.	
(DATA MIGRATION) Ability to migrate documents from external systems and/or paper applications into new and/or existing records.	
(DATA MIGRATION) Ability to migrate inspection data from external systems and/or paper applications into new and/or existing records.	
(DATA MIGRATION) Ability to migrate Licensed Professional data from external systems and/or paper applications into new and/or existing records.	
(DATA MIGRATION) Ability to migrate record data from external systems and/or paper applications into new and/or existing records.	
(DATA MIGRATION) Ability to migrate trust accounts data from external systems and/or paper applications into new and/or existing records.	
(DATA MIGRATION) Ability to migrate workflow data from external systems and/or paper applications into new and/or existing records that enables workflow.	
(DEFECT RESOLUTION) Ability to resolve all the defects raised by the users using the User Acceptance testing process.	
(DOCUMENTATION) Ability to create detailed design and requirements documentation for all the record types in Accela.	
(DOCUMENTS) Ability to add conditions and notes to a document.	
(DOCUMENTS) Ability to add conditions and notes to a document.	
(DOCUMENTS) Ability to add issues to a document.	
(DOCUMENTS) Ability to configure document types for new and existing applications.	

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Requirements						
(DOCUMENTS) Ability to connect to documents stored in external systems.						
(DOCUMENTS) Ability to limit the file format applicant or staff can upload for certain document types.						
(DOCUMENTS) Ability to make documents required at application submittal.						
(DOCUMENTS) Ability to markup a document.						
(FIELDS/LISTS) Ability to automatically populate custom fields or custom lists with predefined or dynamic values based on a user's custom field or custom list entry.						
(FIELDS/LISTS) Ability to automatically show custom fields or custom lists visible based on against third-party data sources.						
(FIELDS/LISTS) Ability to automatically stop a user from saving or continuing with an application if their custom field or custom list entries do not match a predefined format.						
(FIELDS/LISTS) Ability to automatically validate custom fields or custom lists against third- party data sources.						
(FIELDS/LISTS) Ability to display meaningful error messages if a user enters a value that does not match the expected format.						
(FIELDS/LISTS) Ability to hide custom fields from application based on other custom field or custom list value selection.						
(FIELDS/LISTS) Ability to make custom fields or custom lists read-only based on user permissions.						
(FORM LAYOUTS) Ability to Create Custom Forms / Views through Form Portlet Designer.						
(GLOBAL FILTERS) Ability to Create Global Filters and Assign permissions for different groups/users.						
(INSPECTIONS) Ability to allow inspectors to leave notes when resulting inspections.						
(INSPECTIONS) Ability to allow inspectors to result inspections.						

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Requirements						
(INSPECTIONS) Ability to assign inspection types to related inspection certifications.						
(INSPECTIONS) Ability to assign inspectors to related inspection certifications.						
(INSPECTIONS) Ability to assign inspectors to specific zones.						
(INSPECTIONS) Ability to automatically create and assign inspection routes based on inspector certifications, availability, zones and difficulty.						
(INSPECTIONS) Ability to configure Calendar for Inspections and Inspectors.						
(INSPECTIONS) Ability to create a GIS map visualization of an inspector route that incorporates proximity.						
(INSPECTIONS) Ability to create inspection types for one or more application types.						
(INSPECTIONS) Ability to extract reports to compare system generated inspection routes versus routes inspector followed.						
(INSPECTIONS) Ability to limit which inspectors can conduct an inspection based on their inspection certifications.						
(INSPECTIONS) Ability to rank inspection types by difficulty level.						
(INTEGRATIONS) Ability to create both custom and out of box integrations with Accela (FTP, GIS ETC).						
(LOGGING) Ability to send out email logs for any failed third-party system integrations.						
(LOGGING) Ability to send out email logs for failed batch jobs.						
(LOGGING) Ability to send out email logs for failed communication emails.						
(LOGGING) Ability to send out email logs for failed SMS messages.						

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Requirements						
(MEETINGS) Ability to configure Meetings and associated calendars.						
(MENU NAVIGATION) Ability to Setup Menu Navigation Templates for Back Office.						
(PAYMENTS) Ability to allocate fees to specific account codes.						
(PAYMENTS) Ability to automatically add fees based on a workflow status being selected.						
(PAYMENTS) Ability to automatically calculate and invoice fees based on custom field or custom list values selected.						
(PAYMENTS) Ability to automatically invoice fees based on a workflow status being selected.						
(PAYMENTS) Ability to automatically re-calculate fees based on a workflow status being selected.						
(PAYMENTS) Ability to automatically re-calculate fees based on based on custom field or custom list values selected.						
(PAYMENTS) Ability to automatically remove fees based on a workflow status being selected.						
(PAYMENTS) Ability to automatically remove fees based on based on custom field or custom list values selected.						
(PAYMENTS) Ability to configure fees that are added as application is created.						
(PAYMENTS) Ability to display a report for every fee related action for one or more records at a time.						
(PAYMENTS) Ability to generate receipt after fees have been paid in person.						
(PAYMENTS) Ability to have different version of fees based on the fee schedule year.						
(PAYMENTS) Ability to refund payments and add any late or interest fees if payment is after certain deadlines.						

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Requirements	Yes/No
(PLAN REVIEW) Ability for staff to add comments/issues (Document Checklists) to uploaded documents.	
(PLAN REVIEW) Ability to allow applicants to upload different versions of documents.	
(PLAN REVIEW) Ability to process plans and documents using ePermitHub's Digital Plan Room.	
(PLAN REVIEW) Ability to markup plans and documents using ePermitHub's Digital Plan Room.	
(POST GO LIVE SUPPORT) Ability to offer post go live support for a mentioned time frame.	
(PROJECT METHODOLOGY) Ability to implement the projects in Agile methodology which includes business requirement gathering, developing/ deploying in Accela lower environments, demoing it to users, refining it after demo feedback.	
(RECORD LOCK) Ability to allow records to be removed from hold or locked statuses based on workflow statuses.	
(RECORD LOCK) Ability to allow records to be removed from hold or locked statuses based on custom field/list values.	
(RECORD LOCK) Ability to allow records to be removed from hold or locked statuses based on licensed professional's license/certification information being expired or missing from record.	
(RECORD LOCK) Ability to allow records to be removed from hold or locked statuses based on licenses being renewed after fee payment.	
(RECORD LOCK) Ability to automatically place records on hold or locked statuses based on workflow statuses.	
(RECORD LOCK) Ability to automatically place records on hold or locked statuses based on custom field/list values.	
(RECORD LOCK) Ability to automatically place records on hold or locked statuses based on licenses being expired.	
(RECORD LOCK) Ability to automatically place records on hold or locked statuses based on licensed professional's license/certification information being expired or missing from record.	
(RECORD) Ability for add and remove funds from an organization monetary balance.	

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Requirements						
(RECORD) Ability for applicants to receive credits under their accounts based on certain criteria that can be used toward their fees.						
(RECORD) Ability for application status to be automatically updated (I.e. "Pending" to "Active") once applicant makes full payment.						
(RECORD) Ability for County staff to automatically receive each submitted application with the application number provided to the applicant and every submitted document and fields.						
(RECORD) Ability for staff to edit information submitted by applicant.						
(RECORD) Ability for staff to return application form to applicant if information is missing and incorrect for applicant to update.						
(RECORD) Ability to automatically create child records for an application based on a workflow status.						
(RECORD) Ability to automatically create child records for an application based on a application submittal.						
(RECORD) Ability to configure custom fields for each application type.						
(RECORD) Ability to configure custom lists for each application type.						
(RECORD) Ability to configure.						
(RECORD) Ability to create application types to track non-permit related information.						
(RECORD) Ability to create date fields that can only be populated for certain ranges (i.e. future or past).						
(RECORD) Ability to create new application types.						
(RECORD) Ability to display instruction labels for each section of an application (I.e. Workflow, Address Detail).						
(RECORD) Ability to pull APO related from external systems.						

Requirements	Yes/No
(RECORD) Ability to stop license renewals if certain conditions are not met (i.e. alcohol account payments are out-of-date by one month or more).	
(RECORD) Ability to update the record status based on a custom field or custom list value being selected.	
(RECORD) Ability to verify Address, Parcel and Owner (APO) data against internal APO database.	
(RECORD) Ability to verify Address, Parcel and Owner (APO) data against external APO systems.	
(REPORTING) Ability to create custom reports based on any value entered by applicant or staff on an application.	
(REPORTING) Ability to pass information stored in the database to report fields.	
(REPORTING) Ability to run custom reports for one or more applications by passing values into input fields that will filter against the inserted values.	
(SMS - API INTEGRATION) Ability to automatically send SMS notifications to record on contacts based on a predefined interval - Post Details to a Rest API.	
(SMS - API INTEGRATION) Ability to create a standardized communication messaging flow for automated SMS.	
(SMS - API INTEGRATION) Ability to create webhooks from communication tool to integrate with Accela.	
(SMS - API INTEGRATION) Ability to upload documents to a record via automated SMS messages prompts - Post Details to a Rest API.	
(STANDARD COMMENTS) Ability to Configure Standard Comments and setup security levels for each group.	
(STANDARD CONDITIONS) Ability to Configure Standard Conditions and setup security levels for each group.	
(TRAINING) Ability to provide both System User and End User Training.	
(USER GROUPS) Ability to Create new user groups and assign permissions for each group.	

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Requirements						
(WORKFLOW) Ability to add custom fields to individual workflow tasks.						
(WORKFLOW) Ability to automatically assign workflow tasks to individual groups.						
(WORKFLOW) Ability to automatically assign workflow tasks to individual staff.						
(WORKFLOW) Ability to automatically update workflow task due dates based on a workflow task status being selected.						
(WORKFLOW) Ability to create a workflow with sequential tasks.						
(WORKFLOW) Ability to set a workflow task due date as the task is activated based on another workflow task's status or value previously selected.						
(WORKFLOW) Ability to stop a workflow task from moving to the next task unless one or multiple actions have been taken on that or a related record (I.e. Documents added, Fees added, Fees paid).						
(WORKFLOW) Ability to stop workflow from advancing to next step if certain inspections on the current one or more related records have not passed.						
(WORKFLOW) Ability to track approvals from external departments.						
(WORKFLOW) Ability to update the record status based on a workflow status being selected.						
(WORKFLOW) Ability to validate data entry in custom fields added to individual workflow tasks.						
(WORKFLOW) Ability to validate data entry in custom fields added to individual workflow tasks.						
(WORKFLOW) Ability to view an overview of all major historical tasks completed for the application.						
(WORKFLOW) Ability to workflow tasks that happen concurrently.						

Proposed Project Timeline

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The draft project timeline outlines multiple workstreams running in parallel to ensure all initiatives are completed within a 12-month period. This approach allows for the efficient use of resources, with at least two major releases planned. The timeline is intended to communicate our expectations, with the understanding that the service provider's project manager will work closely with the County's project manager to finalize and detail the project plan. This draft helps set the stage for more detailed planning and resource allocation, ensuring that both Requirements Approval and UAT can be staggered effectively across projects.

Project	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
DWR Construction Utility Permit						Х						
Permit Automation						Х						Х
Field Services						Х						Х
Code Enforcement						Х						
Housing & Community Development												X
Licensing & Revenue Implementation &												Y
Migration												×

Legend

Active Project Work

X: Go-Live/Release Date

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Bid Schedule

Service providers are required to submit the total cost for each project including all associated phases—such as project kickoff, requirements gathering, solution development, testing and quality assurance, training, golive support, travel, per diem, etc.—as a single line item.

ITEM #	DESCRIPTION	LUMP SUM COST
1	DWR Utility Construction Permit	\$
2	Code Enforcement	\$
3	Housing & Community Development	\$
4	Permits Automation	\$
5	Field Services Automation	\$
6	Licensing & Revenue Implementation & Migration	\$
	TOTAL	\$

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Service Provider Information Page

Certification Of No	on-Collusion in B	id Preparation			
		Date			
The undersigned a each:	acknowledges rec	ceipt of the following a	addenda, listed by nu	mber and date a	ppearing on
Addendum No.	Date		Addendum No.	Date	
		_			
the "Instructions t Commissioners w which prices are b time specified in t Electronic Paymer electronic paymer Electronic Paymer	o Vendors" and a ithin ninety (90) o id, at the price se he bid schedule. nts for remittance nt upon notice of nt information in	becifications, the unde all documents referred days of the date of bio et opposite each item By submission of this e of goods and servic award. For more info the instructions to ve	I to therein, if this bid d opening, to furnish bid, delivered to the s bid, I understand th es. Vendors should s rmation on electronic ndors.	d is accepted by any or all of the designated poir at Gwinnett Cou select their prefe c payments, plea	the Board of items upon nt(s) within the nty uses erred method of
Legal Business Na	ame				
Complete Address	S				
Does your compar	ny currently have	a location within Gwi	nnett County? Yes] No 🗌	
Representative Sig	gnature		Printed Name		
Telephone Numbe	er	E-mail addro	ess		

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REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

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

1.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	_Start Dates
	Contact Person	Telephone
	E-Mail Address	
2.	Company Name	
	Brief Description of Project	
	Contract Amount \$	_Start Date
	Contact Person	_Telephone
	E-Mail Address	
3.	Company Name	
	Brief Description of Project	
	Completion Date	
		_Start Date
	Contact Person	Telephone
	E-Mail Address	
Servic	e Provider Name	



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

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

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of 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/S	tate/Zip Code		
BY:	Authorized Officer or Agent (Contractor Signature)	Date	
			For Gwinnett County Use Only:
Title of Authorized Officer or Agent of Contractor			Document ID #
Printed Name of Authorized Officer or Agent			Issue Date:
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 20,			Initials:

Notary Public

My Commission Expires:

* 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

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CODE OF ETHICS AFFIDAVIT

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

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

1 (Company Submitting Bid/Proposal)				
 2. (Please check one box below) □ No information to disclose (complete only section 4 below) 				
Disclosed information below (complete section 3 & section 4 below)				
3. (if additional space is required, please attach list)				
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name			
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name			
4.	Sworn to and subscribed before me this			
BY: Authorized Officer or Agent Signature	day of, 20			
Printed Name of Authorized Officer or Agent	Notary Public			
Title of Authorized Officer or Agent of Contractor	(seal)			

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

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

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Buyer Initials: DG

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

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

COMPANY NAME

AUTHORIZED REPRESENTATIVE

SIGNATURE

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, <u>WHEN REQUIRED</u>, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. <u>BID BONDS ARE NOT REQUIRED</u> <u>ON ALL SOLICITATIONS</u>. 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 E02011, 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 <u>Vendor Login and Registration</u> on the County's web site and update the requested information on the Direct Deposit tab or mail a <u>Direct Deposit Authorization</u> <u>Agreement</u> 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 -> <u>Gwinnett County Electronic Payments</u>.

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 <u>here</u> for additional information about parking. The Purchasing Division is located on the second floor, West Wing.