



May 24, 2022

**REQUEST FOR PROPOSAL
RP023-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified technical consulting firms for the **Technical Consulting for Computer Assisted Mass Appraisal (CAMA) and Ad Valorem Tax Records Software** for the Department of Financial Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on **June 24, 2022** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcountry.com.

A WebEx pre-proposal conference is scheduled for 10:00 A.M. on **June 2, 2022**. To access, dial 408-418-9388, enter access code 23307873822##. All firms are urged to attend. Questions regarding proposals should be directed to Dana Garland at dana.garland@gwinnettcountry.com or by calling 770-822-8723, no later than 3:00 P.M. on **June 6, 2022**. Proposals are legal and binding upon the bidder when submitted. One unbound single sided original, seven (7) exact copies and one (1) electronic copy on a flash drive should be submitted.

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

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

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

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

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

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

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

1. Introduction

1.1. Overview

The purpose of this Request for Proposal is to obtain competitive proposals from qualified technical consulting firms capable of providing professional technical consulting services to evaluate the County's current appraisal and tax billing systems and processes. The County is seeking firms to provide a recommendation of the best option to pursue based on factors such as cost and time of implementation, cost of ongoing maintenance, vendor support, internal support, desired new functionality, infrastructure needs, ability to deploy customizations, and others. The Tax Assessors' and Tax Commissioner's Offices have used Manatron's Aumentum Computer Assisted Mass Appraisal (CAMA) and Thomson Reuters Aumentum property tax software since 2006. These proprietary systems perform mass appraisal, administrative, and billing of property taxes in Gwinnett County.

1.2. County Background

Gwinnett County is a suburban county located approximately 30 miles northeast of Atlanta, Georgia and has an estimated population of 1,007,751 for 2021. Currently, the County has a total of 5,329 authorized positions, including appointed and elected officials.

The governing authority of the County consists of a five-person Board of Commissioners, including a full-time chairwoman elected at large and four Commissioners elected on a district basis. The County operates under the County Administrator form of management and has twelve operating departments. The County Administrator reports directly to the Board and oversees the activities of the twelve appointed County department heads. In addition, the County Administrator's Office also acts as a liaison for the Board with other elected officials.

Gwinnett County includes twelve departments directly under the Board of Commissioners, as well as departments headed by elected officials and judicially appointed department directors. The elected officials include the Chief Magistrate, Clerk of Court, District Attorney, Probate Court Judge, Sheriff, Solicitor, State Court Judges, Superior Court Judges, and the Tax Commissioner. The judicially appointed department heads include Juvenile Court Judges, Recorder's Court Judges, and Court Administrator. The County government provides a wide array of services to its citizens, including "traditional" county government functions such as construction and maintenance of roads and court-related activities, as well as municipal functions such as police, fire, recreation, emergency services, and water and sewage.

The Gwinnett County Tax Assessors' Office responsibilities are to discover, list, value, and maintain Countywide uniformity of property within the confines of Gwinnett County, ensuring that state laws and regulations are adhered to; to apply and oversee the appeal process as provided by state law; and to compile annual Property Tax Digest for submission to the State Department of Revenue. The Constitutional Office of the Tax Commissioner is responsible for every phase of collecting property taxes, from processing property homestead exemptions through preparation of the digest, billing, accounting, and disbursements. The Tax Commissioner's Office operates at one primary Administration Center and six remote tag offices geographically placed around the County. These collections are disbursed to state, county, school, and city governing authorities, as well as to Community Improvement Districts. The Tax Commissioner enforces all regulations mandated by the State.

Each year each office values, bills, and collects approximately 330,000 real property, personal property, public utility, and mobile home tax parcels. Each year, the annual estimated number of parcels added to the county is approximately 1,000 to 3,000. These occur due to land subdivision and land development. In addition to parcels, the County also manages and taxes several forms of Personal Property (approximately 45,000 items), which

include all moveable items such as mobile homes, boats, aircraft, other marine vessels, and the furniture, fixtures, and inventory of a business.

The County manages records with constant update and modification of data attributes to these 350,000 plus parcels/accounts in addition to an estimated volume of 10,000 to 15,000 appeals annually.

The County is seeking to engage a consulting firm to engage to make strategic recommendations for the County to either move forward in (a) upgrading the current Manatron-Aumentum hardware and software systems requiring new hardware and/or moving to the application and database to a hosted environment, or (b) to recommend seeking proposals for a single application or a suite of tools for an appraisal and tax collection system that provides enhancements to improve efficiencies in the following functional service equivalences:

1. Hosted Cloudbase scalable solution, with minimal County IT Services required.
2. Integrated solution –Assessment CAMA, Tax Billing/Collections, Accounting, County's Enterprise Resource Planning (ERP,) system, Web Hosting, Appeals management, County website
3. Meet all State of Georgia and local government requirements for valuation, exemptions, taxing, accounting, distribution, and reporting
4. Valuation and Costing Methods (Income, Cost, Market Weighted Cost Modeling, Multi-Regression Analysis, Comparative Analysis) for Commercial, Residential and Personal Property
5. Automation of delinquency, interest, fees, and penalty calculations
6. Integrates with Geographic Information System (GIS) and Multiple Listing Service (MLS) for Comparable data for Sales
7. Mobile appraisal application or integration with Data Cloud Solutions CAMA Cloud software
8. Advanced workflow management system to drive optimal efficiency and productivity gains, including record management activities for parcels, dashboards, Graphical User Interface (GUI) queries, and advanced report generation
9. Ability to create, edit and add forms to user interface (Property Record Card, homestead forms, income affidavits, etc.)
10. Interface with Clerk of Court system, Permits, and returns, SAP ECC 6 (General Ledger Interface, data warehouse), Esri ArcGIS, Accela Cloud, Filenet, FairFax, and other identified interfaces to eliminate redundant data entry processes
11. WebHosting-search, pay online, schedule payments, e-billing, apply for homestead exemptions, file returns and appeals, GIS, public access
12. Hosted Cloud system should be available to perform mass processes during regular business hours with minimal effect on system response time and/or system application

1.3. Expected Scope of Technical Consulting Services

Project Scope:

- Evaluate the operational scope of services delivered by the Tax Assessors' and Tax Commissioner's offices in performance of duties in assessing value and collecting property taxes utilizing the current Aumentum and ProVal Production CAMA system environment hardware and software.
- Determine the most appropriate steps forward to improve the current CAMA System environment where the four main features of data management, valuation, performance analysis, and administration, function with accuracy and enhanced performance in a stable and reliable environment to support a growing county without degrading customer service response time to citizens.
- The recommended solution approach should include a solution that simplifies the process for future system upgrades, rapidly adjust to accommodate specific demand from County users, enables the Tax Assessors' and Tax Commissioner's office to take full advantage of future enhancements to improve operational efficiencies, and increase the possibility for a sustainable system which encourages proactive strategic planning with enhanced customer service experiences for the citizens of Gwinnett.
- Once the County has agreed to accept either the recommendation or one of the other options, the selected firm may develop a Request for Proposal and assist with the evaluation and selection process to enable the County to award a contract for a qualified firm to implement the selected option.
- System Selection (Described as an "Optional" item in the proposal). It includes activities subsequent to the release of the request for proposal and culminating with the negotiations of a statement of work and contracts with the selected firm(s).

Therefore, the Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified firms to provide professional consulting services to assist the County in its efforts to evaluate the current CAMA system and Manatron-Aumentum applications to determine if additional hardware and software upgrades should be purchased or if an alternate single technology solution or suite of tools should be requisitioned to meet the County's needs with optimal performance and sustainable longevity to allow for proactive planning of resources to ensure continued accuracy and the ability for the Tax Commissioner's Office and Tax Assessors' Office to effectively collect the annual billing order of \$1.2 billion in property taxes.

1.4. Overall Evaluation Process

PROPOSAL SUBMISSION REQUIREMENTS

Content

Executive summary – Firm should include a description of the highlights, features, and distinguishing points of the response. Within this summary, a list of individuals and their contact information for the response should be included.

Consultant may include additional sections to the required tabs if the firm believes these to be beneficial to further explain the services offered relative to this project.

Tab A - Firm Experience and Qualifications – 35 Points - The response to the request for proposal should include the following regarding the firm's profile:

1. Business Organization – the type of business the firm is registered as (i.e., LLC, Chapter S Corporation, etc.)
2. Length of time in business – include the date the business started and any name changes, mergers, and acquisitions that have taken place since inception.
3. Locations – list headquarter and location information, including numbers of employees at each location.
4. Customer base – the total number of governmental or local government customers to date and number currently active on open projects broken down by state and jurisdictions.
5. Writing Experience – show evidence that the firm has a minimum of (2) two projects within the last (5) five years of documented experience in writing business and technical requirements and solutioning a public entity's CAMA System and Tax Collection software for a county equivalent in size.
6. Project management experience – provide evidence that the Consulting Firm has project management experience within the last (5) years in managing all phases of the project life cycle in implementing a County Government single application or suite of tools for a full technology platform(s) for Tax Assessment and Collection.
7. Contract negotiation experience – provide evidence that the Consulting Firm has contract negotiation experience on behalf of county agencies with one (or more) projects of at least four million dollars (\$4,000,000) in initial purchase value.
8. Subject matter expertise – a description of the Consulting Firm's subject matter expertise in
 - A. Public sector Tax Assessment and Collections
 - B. Public sector focused integrated solutions
 - C. Public sector focused federated (best-of-breed) solutions
 - D. Software as a service (SaaS) and hosting (cloud)
 - E. High Availability and Disaster Recovery
 - F. CAMA System Implementation
 - G. Records Management
 - H. Payment Processing (Ocular recognition remittance processing, OPEX, POS cashiering systems, mortgage servicers, AutoAgent, Corelogic, web payments)
 - I. Workflow
 - J. Integrated Reporting and Analytics
10. Capacity and Stability of Firm - a description of the Consulting Firm's capacity to meet the requirement, including but not limited to the firm's financial capacity, size of relevant technical staff, and the ability to meet the timelines outlined in this document.

Tab B - Personnel and Dedicated Staffing – 10 Points - include profiles, bios, and resumes for any and all personnel that will work on the project, should the Consulting Firm be chosen. Projected amount of time all personnel will dedicate to the project (full time and part time). Projected amount of time Consulting Firms will be spending at Gwinnett County facilities throughout the various stages of the project. Statement on how the Consulting Firm staff plan to communicate and engage throughout the project (i.e., web conferencing hosted by Consulting Firm, Skype, etc.).

Tab C – Project Management – 15 Points

Deliverables

Project Timeline Assurance - Consultant should include a projected timeline with milestones that will meet Gwinnett County's overall timeline as indicated below:

- Consulting Firm to provide an analysis that includes a current state assessment, marketplace assessment, options analysis, and a recommendation of next steps.
- Consulting Firm will provide an RFP ready to publish for the Tax Assessment and Collection Solution for Gwinnett County.

- Consulting Firm (if chosen to further assist with the solicitation and selection process) will be able to support selection. ADD Proposed Fee Schedule for System Selection (Described as an “Optional” item in the proposal). It includes activities subsequent to the release of the RFP and culminating with the negotiations of a statement of work and contracts with the selected Solution provider(s).

This should include specifics on the number of staff needed and time to complete each phase. If the Consultant chooses to include additional services such as implementation and training support post vendor selection, then those projected timelines should also be included in the response.

Gwinnett County Strategic and Project Goals – Consultant should include an explanation as to how the Consulting Firm will understand Gwinnett County Tax Assessment and Collection project and strategic plan, goals, and objectives.

TAB D – TECHNICAL KNOWLEDGE – 20 Points

Consulting Scope – Consultant should include a description of the proposed services that the Consulting Firm will offer to ensure Gwinnett County has a comprehensive proposal ready for publication for a Tax Assessor and Tax Collection system of a consulting service to create a Request for Proposal, sponsored by the Tax Assessors’ Office and Tax Commissioner’s Office, to solicit strategic recommendations for design, support, and of a single solution or a suite of tools that meets industry standards in performance and in assessing value and collection and management of property taxes for Gwinnett County Government below:

- Evaluate the provided operational scope of services delivered by the Tax Assessors’ and Tax Commissioner’s offices in performance of duties in assessing value and collecting property taxes utilizing the current Aumentum and ProVal Production CAMA (computer-assisted mass appraisal) system environment hardware and software.
- Determine the most appropriate steps forward to improve the current CAMA System environment where the four main features of data management, valuation, performance analysis, and administration, function with accuracy and enhanced performance in a stable and reliable environment to support a growing county without degrading customer service response time to citizens.
- The recommended solution should include a solution that simplifies the process for future system upgrades, rapidly adjust to accommodate specific demand from County users, enables the Tax Assessors’ and Tax Commissioner’s office to take full advantage of future enhancements to improve operational efficiencies and increase the possibility for a sustainable system which encourages proactive strategic planning.
- Once the County has agreed to accept either the recommendation or one of the other options, the selected firm may develop a Request for Proposal (RFP) and assist with the evaluation and selection process to enable the County to award a contract for a qualified firm to implement the selected option. Create Proposal Solution and Management from creating one (1) RFP document.
- System Selection (Described as an “Optional” item in the proposal). It includes activities subsequent to the release of the RFP and culminating with the negotiations of a statement of work and contracts with the selected Solution provider(s).

Consultant should include an explanation as to how the successful Consultant will conduct and deliver a business and technology analysis of current services and solution components. This analysis should include, but not be limited to:

- An assessment of the current processes and systems against “best in class” processes and systems for jurisdictions of the same size and complexity.
- A description and gap analysis of the County’s current CAMA system and Manatron-Aumentum applications to determine if additional hardware and software upgrades should be purchased or if a single technology solution or suite of tools should be requisitioned in order to meet the County’s needs

with optimal performance and sustainable longevity to allow for proactive planning of resources to ensure continued accuracy and the ability for the Tax Commissioner's and Tax Assessors' office to effectively collect the annual billing order of \$1.4 billion in property taxes and special assessments.

- Recommendations should include both quantitative and qualitative information to support the recommendations, as well as anticipated time and cost to achieve the recommendations.

Note: Cost and time associated with providing this analysis should be called out in the fee schedule so it can be treated as a separate phase from other components such as requirements gathering, proposal creation, proposal solicitation support, etc.

Discovery & Requirements Gathering – Consultant should include an explanation as to how the Consulting Firm will conduct discovery, process analysis, and requirements gathering and inclusion in the final proposal.

Stakeholder Involvement – Consultant should include an explanation as to how the Consulting Firm will incorporate representation of all stakeholder groups in the proposal development. Include best practices and methodology that will be applied and what are the critical stakeholders to have represented in this type of proposal development.

Innovative Technologies – Consultant should include an explanation as to how the Consulting Firm will ensure Gwinnett County is aware and incorporate not only replacement of existing functionality but also soliciting best in class new technologies that are available in the marketplace as part of the proposal response.

Integration and Interfaces – Consultant should include an explanation as to how the Consulting Firm will identify any and all interface and integration requirements that should be included in the proposal for solution.

Training – Consultant should include an explanation of how the Consulting Firm will solicit and ensure adequate training from the Solution vendor that is selected

“Must Have” Requirements vs. “Optional” Requirements - Consultant should include an explanation of how the Consulting Firm will apply best practices to ensure requirements are categorized as “must have” vs. “optional” to result in best of breed proposal responses from vendors.

Proposal Creation – Consultant should include an explanation of how the Consulting Firm will support the creation of a proposal that will meet the business and technology needs of Gwinnett County's Tax Assessment and Collection systems and applications for the foreseeable future.

Total Cost of Ownership Estimate – Consultant shall include an explanation of how the Consulting Firm will ensure a budgetary total cost of ownership Gwinnett County can anticipate for the Solution Solicitation and use when evaluating the future proposal for of the CAMA system or Tax Assessment and Collection system.

Customer Acceptance – Consultant should explain how the Consulting Firm will ensure timely customer acceptance of recommended option for the Tax Assessment and Collection system that is selected.

Performance Proof – Consultant should explain how the Consulting Firm will ensure the recommended Solution that is selected meets all performance requirements identified in the scope of the evaluation.

Presentation and Demonstration Support – Consultant should include an explanation of how the Consulting Firm will ensure the Solutions that are selected to do so provide demonstrations and presentations that reflect an accurate representation of the final products ability to meet Gwinnett County's requirements.

Proposal Solicitation – Consultant should include an explanation of how the Consulting Firm will assist in the publication of the proposal for the CAMA System and Tax Collection Solution to ensure targeted visibility to the best in class vendors.

Proposal evaluation – Consultant should explain how the Consulting Firm will assist in the evaluation of the Solution proposal response.

Reference checking – Consultant should explain how the Consulting Firm will assist in checking references of the Solution vendors to ensure accurate assessment of those references' respective feedback.

Contract negotiations – Consultant should explain how the Consulting Firm might assist in contract negotiations between Gwinnett County and the Solution vendor that is selected.

Tab E - References – 10 Points - Consultant shall include at least five (5) different references of county organizations of the same size and complexity of Gwinnett County that have worked with the Consulting Firm in a professional consulting capacity specific to the creation of a proposal for their complete CAMA System and Tax Collections ecosystem as defined in the Project Overview of this document.

The references provided should all be from like engagements that took place in their entirety within the last five (5) calendar years.

For each project/engagement used to provide proof of experience, the following should be included:

- Jurisdiction or Agency
- Size of project and jurisdiction
- Contact Information
- Description of each project, including the project objective
- Role(s) of the Consulting Firm during the project
- Number of staff assigned to the project full and part time
- Timeline that includes the start and finish of project at a minimum
- Total project cost
- Any training or post-implementation that was provided as part of the project
- Brief statement as to the firm's adherence to the schedule and budget of the project

Information requested and evaluated from reference may include, but is not limited to, items such as project description, job performance information, functional and technical abilities, communications skills, timeliness of deliverables, accuracy, cost containment, dispute resolutions, collaboration skills, et cetera. Negative references will be reflected in the final score and may eliminate proposers from consideration for award. Typically points are deducted for no response or negative responses.

Cost Proposal (Sealed Separately) – 10-Points - Consultant should include a description of the proposed Consulting engagement broken down by the service categories/phases listed below (at a minimum). Pricing (sealed separately) should reflect distinct costs associated with each element/phase of this work such that Gwinnett County can select to engage the Consulting Firm in each phase individually, in part or in total. Pricing should include cost for travel and expenses of consulting personnel called out specifically and include the estimated travel details that support that cost estimate. A not-to-exceed amount that would be contained in a potential agreement with Gwinnett County should be included. Consultant shall include details about the implementation schedule, including milestones and costs.

- Perform business and technology analysis with the Gwinnett County Government Tax Assessment and Collection systems.
- Gather requirements (business, technical and maintenance and support)

- Create a proposal
- Assist in the proposal solicitation & management processes
- Assist in the proposal evaluation processes

SELECTION PROCESS

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the following values assigned:

Criteria		Tab	Points
Phase I			
1	Consulting Firm Experience and Qualifications Experience in Writing, Requirements and GAP Analysis, Project Management, Contract Negotiation. This should also include an executive summary, Consulting Firm profile and qualifications, Subject Matter Expertise, and Description of Capacity and Stability.	A	35
2	Personnel and Dedicated Staffing Qualifications of staff performing the required work, Staff Dedication, and Communication Plan	B	10
3	Project Management Demonstrate the ability to meet the Scope of Services within the required timeframes specified in the proposal. This will include the project schedule and understanding of the project and objectives Strategic Plan and Goals.	C	15
4	Technical Knowledge Consulting Scope, Business, and Technical Analysis	D	20
5	References	E	10
Sub-Total			90
Phase II			
6	Cost Proposal (Sealed Separately)		10
TOTAL			100
Phase III			
Optional Interview			10
Potential TOTAL with Optional Interview			110

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

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

Item	Project Task	Completion Time	# of Staff	Lump Sum Fee
1.	Evaluate and analyze existing system and services.			\$
2.	Gather requirements (business, technical and maintenance, and support)			\$
3.	Create Proposal Solution and Management			\$
Optional:				
4.	Assist in Proposal Evaluation Process			\$
5.	Assist in the proposal solicitation & management processes			\$
TOTAL				\$
6.	Hourly rate for services, including but not limited to the above items.			\$ Hourly Rate

ALL OVERHEAD, PROFIT, AND DIRECT CHARGES SUCH AS BUT NOT LIMITED TO DOCUMENT REPRODUCTION, PHOTOGRAPHIC WORK, PHOTO REPROGRAPHIC SERVICES, POSTAGE AND SHIPPING, COMPUTER USAGE EXPENSES, TRAVEL AND/OR TRANSPORTATION (INCLUDING MILEAGE) MUST BE INCLUDED IN THE LUMP SUM FEE FOR EACH TASK OR SUB TASK ON FEE SCHEDULE.

2. Firm Proposal Guidelines

2.1. Intent

It is the intent of the County, through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal.

Before submitting a proposal, the firm shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the proposal and shall be made a part of the contract. It shall be the firm's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the proposal and the selected firm's proposal and any additional documentation (e.g., questions and answers) provided by the firm during the solicitation process will be integrated into the final contract for services entered into between the County and the selected firm.

The firm shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2. Requirements for Signing Proposal

- Each proposer, by making a proposal, represents that this document has been read and is fully understood.

The proposal should be signed in ink or through DocuSign or a similar program by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal. All manual signatures should have the name typed directly under the line of the signature.

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Firm Information

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

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

Certification Of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

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

Legal Business Name _____

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

Federal Tax ID _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____

E-mail address _____

References

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

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

1. Jurisdiction or Agency _____

Size of Project and Jurisdiction _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project Including the Project Objective _____

Role(s) of the Consulting Firm During the Project _____

Number of Staff Assigned to the Project (full and part time) _____

Timeline that Includes the Start and Finish of Project at a Minimum _____

Total Project Cost _____

Training or Post Implementation Provided _____

Brief Statement as to the Adherence to the Schedule and Budget of the Project _____

Firm Name _____

References Continued

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2. Jurisdiction or Agency _____

Size of Project and Jurisdiction _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project Including the Project Objective _____

Role(s) of the Consulting Firm During the Project _____

Number of Staff Assigned to the Project (full and part time) _____

Timeline that Includes the Start and Finish of Project at a Minimum _____

Total Project Cost _____

Training or Post Implementation Provided _____

Brief Statement as to the Adherence to the Schedule and Budget of the Project _____

Firm Name _____

References Continued

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3. Jurisdiction or Agency _____

Size of Project and Jurisdiction _____

Contact Person _____ Telephone _____

E-Mail Address _____

Description of Project Including the Project Objective _____

Role(s) of the Consulting Firm During the Project _____

Number of Staff Assigned to the Project (full and part time) _____

Timeline that Includes the Start and Finish of Project at a Minimum _____

Total Project Cost _____

Training or Post Implementation Provided _____

Brief Statement as to the Adherence to the Schedule and Budget of the Project _____

Firm Name _____



Contractor Affidavit and Agreement

RP023-22 Technical Consulting for Computer Assisted Mass Appraisal (CAMA) and Ad Valorem Tax Records Software

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

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



Code of Ethics Affidavit

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(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: _____ day of _____, 20__

Authorized Officer or Agent Signature

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
Proud Winner of the Annual *Achievement of Excellence Award* in Procurement since 1999

Professional Services Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS
TO CONSULTANT AGREEMENT
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1. DEFINITIONS

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

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

2. CONTRACT DOCUMENTS

2.1 List of Documents

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

2.2 Conflict and Precedence

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

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

3. CHANGES AND EXTRA WORK

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

4. PERSONNEL AND EQUIPMENT

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

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

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

5. ACCURACY OF WORK

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

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

6. FINDINGS CONFIDENTIAL

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

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

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

7. TERMINATION OF AGREEMENT FOR CAUSE

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

8. TERMINATION FOR CONVENIENCE OF THE COUNTY

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

All such expenses shall be properly documented and submitted to the Director or his designee for processing and payment. The Gwinnett County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the Director and the CONSULTANT.

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

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

10. INDEMNIFICATION

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

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

11. COVENANT AGAINST CONTINGENT FEES

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

12. INSURANCE

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

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

The CONSULTANT shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that shown in the attached

Additionally, CONSULTANT shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that shown in the attached.

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

13. PROHIBITED INTERESTS

13.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder, unless disclosed per O.C.G.A.36-80-28. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

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

14. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the Department's prior written approval of the subconsultant. The Department will not approve any subconsultant for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$10,000 or more shall include the provisions set forth in this Agreement.

15. ASSIGNABILITY

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

16. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17. ANTI-KICKBACK CLAUSE

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

18. AUDITS AND INSPECTORS

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

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

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20. VERBAL AGREEMENT OR CONVERSATION

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

21. INDEPENDENT CONSULTANT

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

22. NOTICES

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

"Sample" Consultant Contract

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

RP023-22, Technical Consulting for Computer Assisted Mass Appraisal (CAMA) and Ad Valorem Tax Records Software

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the COUNTY), and _____, (Party of the Second Part, hereinafter called the Consultant)

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

1. TERM:

This contract shall commence upon execution of contract.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed \$ _____. The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The County agrees to pay the Consultant following receipt by the County of a detailed invoice, reflecting the actual work performed by the Consultant.

5. INDEMNIFICATION AND HOLD HARMLESS:

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

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its

commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

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

10. WAIVER:

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

11. SEVERABILITY:

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

12. GOVERNING LAW:

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

13. MERGER CLAUSE:

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

(Signature Next Page)

GWINNETT COUNTY, GEORGIA

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

GWINNETT COUNTY, GEORGIA

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

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

CONSULTANT: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

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

RP023-22

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 Proposers, Terms and Conditions

I. PREPARATION OF PROPOSALS

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

II. DELIVERY

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

III. EXPLANATION TO PROPOSERS

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

IV. SUBMISSION OF PROPOSALS

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

- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

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

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

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

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 proposer.

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

**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 proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond,**

payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

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

XII. DELIVERY FAILURES

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

late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF PROPOSALS

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

XV. CONTRACT

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

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

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

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the

event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

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

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE PROPOSERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental

exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder

which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. Section 36-84-1).

XXXII. INDEMNIFICATION

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

XXXIII. CODE OF ETHICS

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

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

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

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIV. PENDING LITIGATION

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

XXXV. ELECTRONIC PAYMENT

Offerors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. An Offeror may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized Offeror representative must send an email to: Offerorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. An Offeror 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 [Offeror Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GWINNETT JUSTICE AND ADMINISTRATION CENTER 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 continue through the roundabout. The main public parking lot is front of the building or in the parking deck behind the building, Click [Here](#) for additional information about parking. The Purchasing Division is located on the second floor in the Administrative Wing.