



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

November 18, 2009

REQUEST FOR PROPOSAL
RP036-09

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants for **Financial Advisory Services on a Multi-Year Contract** 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 **Friday, December 18, 2009** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Cost proposal should be submitted in a separate sealed envelope. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for 10:00 a.m. on **Thursday, December 3, 2009** at the Gwinnett County Purchasing Office, 75 Langley Drive, 2nd Floor, Lawrenceville, GA 30046-6935. All consultants are urged to attend. Questions regarding proposals should be directed to Bryant Davis, Purchasing Manager at Bryant.davis@gwinnettcounty.com or by calling 770-822-8725, no later than Tuesday, December 8, 2009. Proposals are legal and binding upon the bidder when submitted. One unbound original and seven (7) copies should be submitted.

Successful consultant 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 Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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.

All companies submitting a proposal will be notified in writing of award.

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

Bryant Davis
Purchasing Manager



Proud Winner of the Annual *Achievement of Excellence Award* in Procurement Eleven Consecutive Years (1999-2009)

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**GWINNETT COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSAL FOR FINANCIAL ADVISORY SERVICES**

I. Statement of Purpose:

The Board of Commissioners of Gwinnett County, Georgia (hereinafter called “the County”) requests for proposals from firms wishing to be considered by the County for the purpose of retaining a financial consultant and advisor (hereinafter called “Financial Advisor”) on a demand service basis. The Financial Advisor will be retained on a demand service basis to assist the County in developing and implementing strategies to meet its long-term financial needs. The County also seeks the guidance of the Financial Advisor for assistance with actionable ideas related to service delivery and improving the “bottom line.”

In previous years, the County and its associated Authorities have issued general obligation bonds, tax anticipation notes, Water and Sewerage Authority revenue bonds, and Development Authority revenue bonds. Most recently, the Water and Sewerage Authority issued Recovery Zone Economic Development bonds. With the successful pay-as-you go Special Purpose Local Option Sales tax (SPLOST) and as the County has matured, the County’s Capital Program is now focusing on repair and maintenance rather than new construction. At this point, the County anticipates very few new money issues in the future. The County’s focus from a debt perspective will be refunding or defeasance; annual valuation (mark-to-market) of its variable rate debt and an assessment of the risks associated with swaps outstanding as outlined in the Interest Rate Management Plan; and monitoring events which would require action by the County in relation to its debt. The County may also seek the assistance of the Financial Advisor for guidance with financial planning. The principal function of the Financial Advisor will be to provide independent advice that serves solely the interests of the County.

At conclusion of the selection process, it is the County’s intention to enter into an agreement providing for Financial Advisory Services on a multi-year contract.

Gwinnett County

Located within the metropolitan Atlanta area, Gwinnett County has been one of the fastest growing counties in the United States during the last 30-years. With 789,499 residents, Gwinnett is the 2nd largest county in Georgia, and the 66th largest county in the United States. While there are 15 incorporated municipalities within Gwinnett County’s borders, more than 80% of the residents live in unincorporated Gwinnett.

The County is governed by an independently elected five member Board of Commissioners elected for four-year terms. The County is divided into four districts, each of which is represented by one Commissioner elected from within its boundaries. The Chairman is elected on a county-wide basis. The County Commission employs a County Administrator who is responsible for operational matters of the County for the County in accordance with the policies of the Board of County Commissioners.

When adopted the 2009 Budget, including all operating and capital funds, was \$1,710,655,983. The Operating Budget was \$951,219,562 and the Capital Budget was \$759,436,421. The five-year Capital Plan was \$1,419,710,123. As part of the County’s efforts to balance financial flexibility with service levels, in 2009, the size of the budget was reduced. The County government provides traditional county services, such as road construction and maintenance and court-related functions, as well as typical municipal services such as police, fire, emergency medical, recreation, and water and sewer. Private firms provide sanitation services

through franchise agreements. Approximately half of the capital program is supported by a strong pay-as-you go component as a result of a Special Purpose Local Option Sales Tax (SPLOST).

Since 1997, the County has maintained a triple-AAA credit rating from all three rating agencies. All financial actions of the County are entered into with the purpose of ensuring and sustaining the long-term financial integrity of the County, maintaining the highest possible credit ratings, and to preserve and enhance the quality of life, safety and welfare of its residents.

Section II. Instructions to Proposers

One (1) unbound original (designated as original) and seven (7) copies of the proposal should be submitted. All copies of the proposal must be identical. All preparation costs are the responsibility of the proposing firm.

A pre-proposal conference is scheduled for 10:00 a.m. on Thursday, December 3, 2009 at the Gwinnett County Purchasing Office, 75 Langley Drive, 2nd Floor, Lawrenceville, GA 30046-6935. All consultants are urged to attend.

Proposals must be returned to Gwinnett County in a sealed envelope/package marked on the outside with the RP#, date of opening, and the Company name. Cost proposal should be submitted in a separate sealed envelope.

Proposals will be received until 2:50 p.m. eastern standard time on Friday, December 18, 2009 at the Gwinnett Purchasing Office at the address below.

Gwinnett County Purchasing Division
Justice and Administration Center, Second Floor
75 Langley Drive
Lawrenceville, Georgia 30046-6935

Any proposal received after this date will not be accepted.

It is the sole responsibility of the responding firm to ensure that the proposal arrives on time and each bears the handwritten signature of an official duly authorized to commit company resources.

The name, office address, and office telephone number of the person to contact must be clearly identified.

The County will accept proposals from different offices of individual firms. The proposal needs to state clearly from which office the proposal is submitted.

Proposals will be publicly opened, and only the names of the submitting firms will be read at 3:00 p.m. A list of all firms submitting proposals will be available the following morning at 8:30 a.m.

No organization is to discuss any aspect of this Request for Proposal with any Gwinnett County employee without approval of the Purchasing Division's representative. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as ensuring the additional data is made available to all vendors.

Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received.

Any questions about the RFP should be directed to:

Bryant Davis, Purchasing Manager
Gwinnett County Purchasing Division
Justice and Administration Center, Second Floor
75 Langley Drive
Lawrenceville, Georgia 30045
P-770.822.8725
F-770-822-8735
Email - Bryant.davis@gwinnettcountry.com

The County has set the following tentative schedule for the selection process:

11/19/09 - Advertisement and Distribution of Request for Proposal
12/3/09 – Pre-proposal Conference
12/18/09 - Deadline for Proposal Submission
February, 2009 - Recommend award to the Board of Commissioners

Section III. Selection Process and Criteria

The County will form a Proposal Evaluation Committee to evaluate all proposals during which time they may ask questions of a clarifying nature from the firms and/or contact any references provided. The Committee may also invite short-listed firms to make an oral presentation. The Committee will then prepare a written recommendation to the Board of Commissioners. All proposers will be notified of the results of the selection process.

The County reserves the right to reject any or all proposals, to waive any informality in a proposal and/or to accept that proposal which in the judgment of the Committee, is in the best interest of the County.

The selection process used for determining the most successful proposal is best described as a “Competitive Proposal” process in which pricing is one of the most important criteria but not the only criteria.

Responses will be judged on the following criteria: Upon completion of evaluating and scoring items 1 – 5, cost proposals will be opened and scored.

1. **20 points** **STAFF EXPERIENCE ASSIGNED TO GWINNETT COUNTY-** General experience as gauged by past performance as an advisor to state and local governments, total volume of work, satisfaction level of past and current clients, breadth and complexity of past financing projects, demonstrated creativity in meeting special needs, qualifications of staff proposed for assignment, and availability of technical, legal, or analytical support services, problems with past litigation.
2. **10 points** **STABILITY AND BACKUP RESOURCES -** Size, financial condition, and organization of the firm, backup resources available, if needed.

3. **20 points** **DIRECT EXPERIENCE AND CAPABILITIES OF FIRM** - Experience applicable to Gwinnett County, as shown through number of Georgia clients, number of local government clients, financing projects in the \$50 million to \$250 million range (both competitive and negotiated offerings), ability to provide related services, and so forth.
4. **15 points** **OVERALL QUALITY OF WORK**- Quality of work, including specimen Official Statement documents, innovative approaches to problems, relationship with rating agencies, use of credit enhancement methods, overall marketing approach, etc.
5. **10 points** **QUALITY OF PROPOSAL, AGREEMENT WITH TERMS, ETC-**
Responsiveness of written proposal to the scope of services and questions put forth in the RFP, agreement with proposed contract and other terms of the engagement, pricing for services rendered.
6. **25 points** **COSTS** - Please submit pricing information in the format and according to instructions included with the enclosed Proposal Schedule. Proposal Schedule should be submitted in a separate sealed envelope.
7. **20 points** **OPTIONAL FINALIST INTERVIEWS OR PRESENTATIONS** – The County may optionally decide to short list a group of proposers who would then be invited to make presentations or participate in interviews. In the event the County invokes this option, the short-listed firms may be awarded up to 20 additional points based on the results of this phase.

Section IV. Proposal Format

All proposals must be prepared in the standard format described below, in order to facilitate comparison and evaluation. Failure to follow the format or to address an area adequately may cause the proposal to be deemed unresponsive and excluded from consideration. Any proposed deviations from the requested scope of services must be noted and fully explained.

- A. Cover Letter
Prepare and submit a cover letter for transmittal. Include the name, address, and telephone number of the primary representative(s) to be contacted regarding your proposal.

- B. General Qualifications
Organizational structure of the Advisor and location of office(s) which would provide service.

List all of the financial advisory relationships of the Advisor for the last three (3) years. The listing should briefly describe the work performed and must include the issuer, dollar amount, types of financings (i.e., general obligation, revenue, TANs) and method of sale (competitive or negotiated).

Outline your firm's experience during the past two years with the major rating agencies. Discuss this experience and its potential applicability to the County.

Relevant experience of the firm with financings of the issuer or comparable issuers and financings of similar size, types and structures, including financings in the same state.

Discussion of the Advisor's financial advisory experience necessary to assist issues with either competitive or negotiated sales.

Demonstration of the Advisor's understanding of the issuer's financial situation, including ideas on how Gwinnett County should approach financing issues such as bond structures, credit rating strategies, and investor marketing strategies.

Demonstration of the Advisor's knowledge of local political, economic, legal, or other issues that may affect the County's financial plan;

Disclosure of any affiliation or relationship with any broker-dealer;

Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest;

Disclosure of any pending investigation of the firm or enforcement or disciplinary actions taken within the past three years by the SEC or other regulatory bodies;

Analytic capability of the Advisor and assigned individuals to our program;

The availability of ongoing training and educational services that could be provided to the County and related costs;

Amounts and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence;

References;

Attachment of recent representative example of a municipality's official statement in which you acted as Financial Advisor.

C. Personnel

Names, qualifications, experience of those persons who will be assigned to work with or consult with the County. Provide resumes and details about experience with specific financings.

Location and availability of these individuals.

Availability of other personnel and resources to the County.

D. Response to Delivery and Scope of Services

Address those areas indicated in Section VII.

V. Firm's Assumption and Expectations from the County

The firm selected will be expected to provide Financial Advisory Services related to all existing short and long term borrowings currently in existence, as well as any proposed short and long-term borrowings, including Bonded debt issues which may be proposed and issued from time to time during the period covered

by this contract. The Advisor will also be expected, as needed, to provide actionable suggestions related to the County's long-term financial plan.

A list of the County's currently issued and outstanding Bonds is attached as Exhibit C.

In consideration of your fee proposal, you should assume the following:

- 1) All Bonds issued by the County will be sold on a competitive basis and are marketed via Notice of Sale ("NOS"), Preliminary Official Statement ("POS"), and Official Statement ("OS"). While the fee proposals will be evaluated under this proposal, the County may adjust the method of sale based upon market trends and the complexities of the offering.
- 2) County staff and the County's Bond and Disclosure Counsel (last issue, King and Spalding, and Sutherland, Asbill, and Brennan) actively participate in the preparation of the POS, NOS, and OS. Disclosure Counsel distributes documents for review, comment, and approval. Gwinnett County Finance will distribute documents for review, comment, and approval within Gwinnett County and consolidate comments. Generally, Disclosure Counsel will handle all Word processing functions related to the bond documents.
- 3) The Financial Advisor will be responsible for providing guidance to the County and legal counsel in preparation of these documents.
- 4) The Financial Advisor will be responsible for providing language for selections of the documents which a Financial Advisor would normally be expected to generate including, but not limited to, document summaries, summaries of sections describing the Bonds/Notes and redemption and registration matters.
- 5) The Financial Advisor will be responsible for electronic posting of the POS/NOS/OS using nationally recognized firms such as www.onlinemuni.com or www.i-dealprospectus.com and for the e-mailing of the documents to local firms who specially request to be included in the bidding process.
- 6) The Financial Advisor will be responsible for marketing the County's transactions to prospective investors.
- 7) The Financial Advisor will be responsible for overseeing the bidding processing that may include hand-delivery, faxed delivery, and/or electronic delivery of the bids via the PARITY system or equivalent. Evaluation of the bids will take place immediately after the bid deadline and advice will be given the County's Finance Director regarding the acceptance of the winning bid.
- 8) The Financial Advisor will be responsible for evaluating existing bonds for possible refunding opportunities and determining the size of the issue.

VI. **Terms and Conditions**

Any prospective Advisor must make an affirmative statement to the effect that their retention, if selected, shall not result in a conflict of interest with any party, which may be affected by this program. This statement is included as part of the proposed contract. The Advisor will be precluded by the terms of the agreement from participating in as investment banker, swap counterparty, underwriter or in any manner other than as the Financial Advisor for bonds of the County. Alternatively, should any potential or existing conflict be known by a prospective advisor, said prospective Financial Advisor must specify the party with which the conflict exists or might arise, the nature of the conflict and whether the prospective Financial Advisor would or would not step aside or resign from that engagement or representation creating the conflict in favor of Gwinnett County.

This RFP requires responding firms and their subcontractors to state that to the best of their knowledge there are no circumstances that shall cause a conflict of interest in performing services for Gwinnett County. The successful firm will be required to sign as a part of the terms and conditions of their being engaged by the County statements regarding conflict of interest and contingency fees.

The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Proposals are to be considered an irrevocable offer, good for a period of 120 days from submission.

The County and the selected Financial Advisor shall enter into a formal agreement; substantially in the form of the attached Sample Agreement. Any questions or objections regarding the agreement document must be addressed in the response to the RFP. If there are no objections, an affirmative statement to this effect is required.

The County reserves the right to reject all proposals, and to negotiate fees, conditions, or terms with the respondent submitting the overall best proposal.

All proposers will be notified of award.

VII. DELIVERY AND SCOPE OF SERVICES

Delivery of Services

1. Please list and briefly describe the exact duties you would expect to undertake for the County as its Financial Advisor. Explain the approach you would use in handling each of these duties.
2. Describe exactly what products and services would be provided on a monthly basis under the annual retainer.
3. During 1997, Gwinnett County achieved AAA bond ratings from the three major rating agencies. The County has maintained this rating since 1997, including for our most recent debt issuance in October of 2009. Discuss how your firm might work with Gwinnett County to ensure that these ratings are maintained in the future.
4. Identify the top three factors that have enabled your firm to serve local governments successfully. Why should those factors be important to Gwinnett? Give specific examples where these factors have been particularly useful to your clients.
5. Of the services listed below, please indicate which ones, if any, your firm would be unable to provide. If there is another service that your firm could provide instead, please elaborate.

Scope of Services - General Financial Planning

6. Consultation, as needed, with the County and its financial staff regarding various financing options or problems. Please provide an example of another local government which your firm has assisted with financial planning and the direct results of your activities.
7. As requested by the County, provide directly, or through third parties as agreed upon with the County: review of the County's investment portfolios with the objective of establishing overall

strategies, performance goals and risk factors; consulting with County staff or external fund managers relative to the foregoing; providing general financial consulting services for banking, cash management, debt management, long term investments, evaluation of retirement or pension systems, etc.

8. Quarterly review of existing debt structure and financial resources of the County to determine the desirability of refinancing existing debt.
9. Annual data on rating agency medians and annual list of triple-AAA counties.
10. Advice on proposed and actual changes in tax laws, IRS and U.S. Treasury requirements related to 8038-CP, and changes in financial markets that would require action by the County.
11. Alert County to any events related to bond covenants and continuing disclosure that would warrant action by the County.
12. Quarterly valuations of swaps outstanding and an annual report of the risks associated with the swaps.
13. If required, work with County staff and bond counsel to coordinate all actions required for defeasance of any bond issue, including advice about filing material event notices.
14. Assist in the pricing and securing of tax anticipation notes as necessary based upon the County's cash flow needs. Although the County has not in the recent past needed or relied upon this mechanism for short-term borrowing, the need may arise in the future.

Scope of Services - Debt Issuance Related

15. Assist County in creation of calendar of events supportive of an issue and assist with the preparation of Official Statements for bond issues in conjunction with bond counsel and County staff.
16. Arrangement for the widest possible distribution of Official Statements to bond underwriters and investors.
17. Assistance in the timely marketing of bond issues, derivative products, notes, certificates of participation, etc.
18. Assistance in determining the best bid received on a competitive sale.
19. Assistance in preparation for bond closing.
20. Advice on terms and features of bonds and on timing and marketing of bond issues.
21. Assistance with the preparation of cash flow forecasts for proposed bond issues addressing debt service requirements and sources of funding.

Scope of Services – Investment Related

22. Assistance in the selection of investment banking firms, when required.

23. Serve on Investment Committee in an advisory capacity, lend expertise related to financial markets and economic outlook, provides recommendations to meet client investment needs.
24. Advice on the investment of bond proceeds in accordance with applicable laws, when needed.
25. Assistance in compliance with arbitrage rebate requirements. Arranging for arbitrage calculations, along with the preparation of federal reports and forms; or reviewing arbitrage calculations completed by County staff or others.

Scope of Services - Other

26. Assistance in selecting trustees, escrow agents, paying agents, and other financial intermediaries, as necessary.
27. Coordination of applications for future credit ratings in order to maintain the highest possible credit rating. Preparation of applications for bond insurance as applicable, liquidity provider, line of credit, or other credit enhancement devices, as needed. Analysis of savings which will result from the use of recommended credit enhancement devices.
28. Attendance at County Commission meetings with staff, as requested.
29. Assistance in preparation for audits, IRS examinations, court proceedings, or other legal or regulatory matters; representing the County as requested in such matters.

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

**Exhibit A
REFERENCES**

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

1. LOCAL GOVERNMENT _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
TELEPHONE _____ FACSIMILE _____
E-MAIL ADDRESS _____

2. LOCAL GOVERNMENT _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
TELEPHONE _____ FACSIMILE _____
E-MAIL ADDRESS _____

3. LOCAL GOVERNMENT _____
BRIEF DESCRIPTION OF PROJECT _____
COMPLETION DATE _____
CONTACT PERSON _____
TELEPHONE _____ FACSIMILE _____
E-MAIL ADDRESS _____

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
(SIGNATURE)

Exhibit B

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

Please submit pricing information in compliance with the formats and instruction shown. **Pricing should be submitted in a separate sealed envelope.**

PROPOSAL SCHEDULE

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	FIXED FEES	
	Annual flat fee (billed quarterly)	\$ _____
	This represents ____ hours of work each quarter.	
	(Section VII – Delivery and Scope of Services)	
2.	BOND ISSUE FEE	
	Minimum Fee	\$ _____
	\$ per \$1,000/bonds	\$ _____
	Maximum Fee	\$ _____
	Surcharge for Competitive	\$ _____
	Fixed Fee for TANs	\$ _____
3.	OTHER DEBT RELATED (such as line of credit, defeasance, etc).	
	Detail:	
4.	GENERAL CONSULTING (to be authorized on an as-needed basis)	
	Financial Planning (Hourly Rate)	\$ _____
	Does this represent one person or the team?	
	Research of Financial Issues (Hourly Rate)	\$ _____
	Does this represent one person or the team?	
	Other: Detail:	

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PROPOSAL SCHEDULE

5. OTHER

Investment Management (Based on \$100 million)	\$ _____
Arbitrage Rebate Services (Per Occurrence)	\$ _____
SWAP Advisor (Per Occurrence)	\$ _____
Other (in detail)	\$ _____

The services to be performed under this Agreement shall commence upon issuance of Notice to Proceed. The initial term of this Agreement shall be through December 31, 2010. This Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Agreement term of five (5) years, upon the same terms and conditions, as provided for in this Agreement, unless previously terminated. This Agreement will terminate on December 31, 2014. Gwinnett County requires pricing to remain firm for the duration of the contract.

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.

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.

Termination for fund appropriation: The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the County's termination of this Agreement for fund appropriation, 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 Service Provider which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation _____

Signature

Date _____

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Please submit pricing information in compliance with the formats and instruction shown. **Pricing should be submitted in a separate sealed envelope.**

PROPOSAL SCHEDULE

In compliance with the attached specifications, the undersigned 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 proposal 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 _____ Fax Number _____

E-mail address _____

EXHIBIT C
Gwinnett County Debt Outstanding, 11/1/09

General Obligation Debt	Issue Date	Final Maturity	Interest Rate	Credit Enhancements	Par (\$MM)	Amount Outstanding, 11/1/09
2002 GO Debt (Refunding)	10/23/2002	1/1/2011	2.0-4.0		\$61,740	\$16,860
2003 GO Debt (New Money)	6/25/2003	1/1/2023	2.0-4.0		\$75,000	\$57,985
General Obligation Debt					\$136,740	\$74,845
Governmental Activities						
1992 Recreation Refunding	12/29/1992	2/1/2010	3.0-6.0		\$31,340	\$2,465
Governmental Activities					\$31,340	\$2,465
Business-type						
1994 W&S Refunding* (Sr)	3/16/1994	8/1/2010	4.9	Surety	\$63,128	\$11,494
2002 W&S (Sr)	5/30/2002	8/1/2012	4.0-5.25	Surety	\$120,000	\$3,500
2003B W&S Refunding (Sr)	6/5/2003	8/1/2025	4.75-5.0	Surety	\$200,000	\$200,000
2005 W&S Refunding (2nd)	3/17/2005	8/1/2022	3.0-4.5		\$259,600	\$259,600
2006 W&S Refunding (2nd)	4/6/2006	8/1/2025	3.75-4.5		\$121,375	\$119,515
2008 W&S (2nd)	8/21/2008	8/1/2028	4.0-5.0		\$190,000	\$190,000
2009 W&S A (2nd)	10/22/2009	8/1/2028	2.0-4.0		\$235,575	\$235,575
2009 W&S B (2nd)	10/22/2009	8/1/2029	5.35-5.45		\$23,955	\$23,955
W&S Authority (Enterprise Fund)					\$1,213,633	\$1,043,639
*Does not includes Capital Accretion Interest						
Development Authority						
Parking Deck	8/30/2007	9/1/2027	4.125-5.0		\$12,000	\$11,190
Civic Center	5/10/2001	9/1/2031	Variable/3.864%	SBPA	\$65,000	\$59,010
Stadium	4/1/2008	1/1/2038	5.4-6.6		\$33,000	\$33,000
Recovered Materials Processing Facility	10/8/2008	4/1/2018	2.0-3.75		\$14,495	\$13,805
Development Authority					\$124,495	\$117,005

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverages must apply:
 - * 1986 (or later) ISO Commercial General Liability Form
 - * Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - * Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - * Blanket Contractual Liability
 - * Broad Form Property Damage
 - * Severability of Interest
 - * Underground, explosion, and collapse coverage
 - * Personal Injury (deleting both contractual and employee exclusions)
 - * Incidental Medical Malpractice
 - * Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - *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 Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
 - *See above note regarding Professional Liability

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

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.
Rev 10/07

Rev 9/00

**Sample Agreement For
Financial Advisory Services**

THIS Agreement, made and entered into as of the _____ day of _____, 20____, by and between Gwinnett County, a political subdivision of the State of Georgia (hereinafter referred to as the COUNTY, and _____ (hereinafter referred to as the FINANCIAL ADVISOR).

Witnesseth That:

WHEREAS, the COUNTY desires to engage a qualified and experienced financial advisor to perform certain advisory and technical services for debt management, other work related to long-term financial planning, and

WHEREAS, the FINANCIAL ADVISOR represents to the COUNTY that it is experienced and qualified to perform these services, and as COUNTY has relied upon such representation.

NOW, therefore the COUNTY and FINANCIAL ADVISOR, in consideration of the promises and mutual obligations contained herein, and under conditions set forth, do agree as follows:

Section 1: Employment of Financial Advisor. The COUNTY hereby engages the FINANCIAL ADVISOR to perform, and the FINANCIAL ADVISOR hereby agrees to perform the services herein set forth.

Section 2: Scope of Services. The FINANCIAL ADVISOR agrees to furnish all necessary personnel, materials, equipment, and perform the services required in connection with the management of refunding of currently outstanding debt and related professional services. FINANCIAL ADVISOR shall fulfill its obligations in the manner described more fully in Exhibit A.

Section 3: Financial Advisor's Duty To County.

A. Duty to Inquire, and to Provide Suitable Advice and Services: FINANCIAL ADVISOR agrees that it has an obligation to periodically obtain current information relating to the COUNTY's capital plans, financial position, changes in policy, the economic growth and development occurring in and nearby to the County, legal issues, market conditions, and other factors that might reasonably be expected to affect the long-term financial plan of the COUNTY and its debt management. FINANCIAL ADVISOR further agrees

that its advice and services shall be tailored to, and based upon information and facts relevant to COUNTY's needs and requirements.

B. Duty to Act in the Best Interest of the County: FINANCIAL ADVISOR agrees that it will act in the furtherance of the COUNTY's financial interests, and that its advice and services will be suited to the COUNTY's needs, and shall be in accord with policies of the COUNTY. In carrying out the provisions of this Agreement, the FINANCIAL ADVISOR warrants that professional consideration will be given to all facts and circumstances the FINANCIAL ADVISOR knows, or should know, are relevant to a particular financial option or course of action.

C. Financial Advisor's Personnel: FINANCIAL ADVISOR represents that those personnel primarily responsible for performing the services called for in connection with this Agreement shall be listed in their proposal (Exhibit A). In the event the named personnel cease to be employed by the FINANCIAL ADVISOR, or are reassigned, the COUNTY, at its option may terminate this Agreement for cause, as herein provided.

D. Delivery of Services: FINANCIAL ADVISOR agrees that it shall be accessible to Atlanta, Georgia; although maintenance of an office in the metropolitan area of Atlanta, Georgia, is not a requirement; and the services called for as part of this Agreement shall be managed and coordinated from said office.

E. Ethical Standards: Services shall be performed according to the highest ethical standards, and in compliance with the stipulations of this Agreement relating to conflict of interest, payments to third parties, and prohibited interests. FINANCIAL ADVISOR shall in all cases disclose any relationship that could reasonably be expected to adversely affect its representation of COUNTY's interests.

Conflict of Interest Statement:

"As a duly authorized representative of _____ I, _____, titled _____ certify that to the best of my knowledge no circumstances exist which will cause a conflict of interest in performing services for Gwinnett County Government, that no employee of Gwinnett County Government, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this Firm, associates or consultants of this Firm, or the Firm's parent firm, subsidiary, or other legal entity of which this Firm is a part, and that no person associated with or employed by this Firm has any interest that would conflict in any manner or degree with the performance

of services for Gwinnett County Government. I further certify that should I become aware of any circumstances that may cause a conflict of interest during the term of this contract, I will immediately notify the Gwinnett County Government. I understand that if Gwinnett County Government determines a conflict of interest exists, it may require the Firm to take action to remedy the conflict of interest or terminate the agreement without liability. Gwinnett County Government shall have the right to recover any fees paid to the Firm for services rendered which were performed while a conflict of interest existed or during a time after which the Firm did not notify the County within one week of becoming aware of the existence of the conflict of interest.”

Prohibition Against Contingent Fees Statement:

“The Firm warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.”

Section 4: Duties of the COUNTY with Respect to FINANCIAL ADVISOR.

A. Information to the FINANCIAL ADVISOR: COUNTY shall provide all criteria, standards, and full information as to the COUNTY's requirements.

B. Response by Staff: Financial staff shall respond to FINANCIAL ADVISOR expeditiously for the establishment of objectives and performance goals; examination of reports or analysis documents; obtaining the advice of an attorney, insurance counselor, or others as COUNTY deems appropriate; and rendering decisions; all within reasonable time so as not to delay the services of the FINANCIAL ADVISOR.

C. Instructions to third parties: The COUNTY will issue instructions to third parties in order that FINANCIAL ADVISOR may carry out the provisions of this Agreement.

D. Access to records of third parties: COUNTY will instruct auditors, bond attorneys, underwriters, escrow agents, financial institutions, and others to provide necessary information to FINANCIAL ADVISOR in a reasonable timeframe, where such is required for completion of FINANCIAL ADVISOR's work.

E. Giving Notice of Problems: County shall give prompt written notice to FINANCIAL ADVISOR whenever the COUNTY observes or becomes aware of any defect, or change in circumstances.

Section 5. Time of Performance: The services to be performed under this Agreement shall commence upon issuance of Notice to Proceed. The initial term of this Agreement shall be through December 31, 2010. This Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Agreement term of five (5) years, upon the same terms and conditions, as provided for in this Agreement, unless previously terminated. This Agreement will terminate on December 31, 2014.

Section 6. Compensation for FINANCIAL ADVISOR's Services: The compensation of the FINANCIAL ADVISOR shall be for services actually provided, and for reimbursement of costs, and shall be in accordance with this Section, and Proposal Schedule (Exhibit A).

A. FINANCIAL ADVISOR shall be entitled to certain specified fixed fees for work associated with debt issues and related services. The Director is authorized to execute a Letter of Engagement, which shall be the authority for the FINANCIAL ADVISOR to begin work.

B. Where the COUNTY, at its sole option, determines to cancel a bond issue or any other project, the FINANCIAL ADVISOR shall be entitled to partial payment. Partial payments for such projects shall be governed by Proposal Schedule (Exhibit A).

C. Other Advisory Services: The FINANCIAL ADVISOR may, from time to time, assist the COUNTY with studies, special analysis, or related financial services. The FINANCIAL ADVISOR shall be entitled to compensation for such work, in accordance with the terms of Proposal Schedule (Exhibit A), and only when an amendment to this agreement has been authorized by COUNTY and accepted by FINANCIAL ADVISOR.

D. Cost Reimbursable Services: COUNTY and FINANCIAL ADVISOR must agree in writing for any compensation, fees, or cost-reimbursements for miscellaneous or other services, and COUNTY shall not be liable for any such costs or expenses without having first agreed in writing. The Director is authorized to act upon behalf of County regarding these costs.

E. Limitations: The COUNTY shall not be liable for any compensation whatsoever, except as herein provided.

Section 7. General Terms and Conditions Appendices: Reference is made to the Schedule of General Terms and Conditions, and Appendices numbered 1 through 3, which are incorporated by reference within this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the date first above written.

WINNETT COUNTY, GEORGIA

By: _____
Charles E. Bannister, Chairman
Board of Commissioners

ATTEST:

Diane Kemp, Clerk

CONTRACTOR

By: _____

Title: _____

ATTEST:

Typed Name

Signature

Approved as to form by:

County/Staff Attorney

1.0 DEFINITIONS

- 1.10 COUNTY means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.11 FINANCIAL ADVISOR means _____
- 1.15 Letter of Engagement is written authorization for FINANCIAL ADVISOR to begin work on issuance of Tax Anticipation Notes, bond issues, refinancing projects, or other programs where the FINANCIAL ADVISOR is entitled to a fixed fee.
- 1.20 Amendment means change in scope or amount of the original contract.
- 1.31 Contract Documents mean the Documents herein specified, or amendments as may from time to time be executed.
- 1.40 Agreement Execution means the date on which the FINANCIAL ADVISOR executes and enters into Agreement with COUNTY.
- 1.42 Agreement Price means the total monies, adjusted in accordance with provisions herein, payable to the FINANCIAL ADVISOR under terms of the Agreement.
- 1.43 Contract Time means the period of time stated in this Agreement for the provision of services.
- 1.50 Debt shall mean General Obligation Bonds, Revenue Bonds, Certificates of Participation; along with Tax, Revenue, Bond, or Grant Anticipation Notes, or other similar forms of debt; whether guaranteed or secured by the issuer's taxing power, income or revenue flows, or through other means.
- 1.55 Issuers of debt for purposes of this Agreement shall include the Governing Authority, Water and Sewerage Authority, Recreation Authority, Airport Authority Development Authority, or other authorities or commissions, which may be established.
- 1.70 Department means the Department of Financial Services, Gwinnett County.
- 1.71 Director means the chief financial officer of the County, and the Director of Financial Services Department.
- 1.80 Specifications mean any written technical provisions or financial schedules, both general and specific, including all appendices or attachments thereto.
- 1.90 Subcontractor means any person, firm, partnership, joint venture, company, corporation, or entity having an agreement with the FINANCIAL ADVISOR, or with FINANCIAL ADVISOR's subcontractors at any tier to provide services as part of the work called for in this Agreement.
- 1.95 Work or Services means any and all obligations, duties, and responsibilities, including furnishing advice, information, reports, specialized knowledge, and any and all things necessary to the successful provision of the services as called for in this Agreement, and which are more specifically defined in Exhibit A.

2.00 CONTRACT DOCUMENTS

- 2.10 List of Documents (Exhibit A): The Agreement, Request for Proposal, Financial Advisor's Proposal Submittal, Addenda, any required bonds or insurance, the General Conditions, any Specifications, Instructions, Policies, Certificates, and all Supplemental Agreements shall constitute the entire Agreement Documents.
- 2.11 County Debt Policy: The COUNTY'S Debt Policy as may from time to time be updated and revised is an integral part of this Agreement.
- 2.12 Excerpts, Georgia Laws: COUNTY hereby incorporates by reference copy certain laws regulating permitted general obligation or other debt issuance by county governments.
- 2.13 Certificates of Incumbency: Certificates of Incumbency, if issued, are a part of this Agreement.

3.00 COUNTY REPRESENTATIVES

- 3.10 The COUNTY's primary contacts for work performed under this Agreement shall be as listed below. The Director shall be the COUNTY's designated Liaison Official.
- 3.11 Director of Financial Services (Director)
- 3.12 Deputy Director, Financial Services
- 3.13 Director, Treasury Division, Department of Financial Services
- 3.14 Debt Manager, Strategic Business Development Division
- 3.15 Investment Manager, Treasury Division
- 3.16 Budget Manager, Services Division
- 3.26 Certificates of Incumbency: The COUNTY will issue Certificates of Incumbency as may from time to time be required for designation of Department officials, who may be charged with the responsibility for administering the provisions of this Agreement.

4.00 CHANGES AND EXTRA WORK

- 4.10 The COUNTY may, at any time, request changes in the services to be performed hereunder. All such changes, including any increase or decrease in the amount of FINANCIAL ADVISOR'S compensation, which are mutually agreed upon by and between the COUNTY and FINANCIAL ADVISOR shall be incorporated in written amendments to the Agreement. Minor changes in scope of work or services, or special programs, analysis or projects as provided for herein; that do not involve an increase in the base fee schedule may be approved by the Director or designee. Changes in the base fee schedule are major and must be approved by the Governing Authority.

5.00 PERSONNEL AND EQUIPMENT

- 5.10 The FINANCIAL ADVISOR represents that it has secured, or will secure, at its own expense, all equipment or personnel necessary to complete this Agreement; none of whom shall be employees of, or have contractual relationship with, the COUNTY. All work or services required hereunder will be performed by the FINANCIAL ADVISOR under his or her supervision, and all personnel shall be fully qualified and shall be authorized or permitted under law to perform such services.

6.00 ACCURACY

The FINANCIAL ADVISOR shall at all times be responsible for the accuracy of work, and shall promptly correct any errors or omissions, without additional compensation. Acceptance of work by the COUNTY will not relieve the FINANCIAL ADVISOR of the responsibility for subsequent correction of mistakes, and the clarification of any ambiguities

7.00 CONFIDENTIALITY

- 7.10 The FINANCIAL ADVISOR agrees that its conclusions, reports, advice, etc. are for the confidential information of the COUNTY and that it will not disclose its work product in whole or in part to any persons whatsoever, other than to submit the required reports to the COUNTY, and will only discuss same with COUNTY's authorized representatives. Upon completion of this Agreement, all data, reports, documents, and studies made on behalf of COUNTY pursuant to this Agreement shall become property of the COUNTY and delivered to the Department
- 7.20 Articles, papers, bulletins, reports, or other materials reporting the plans, progress, status, performance, or findings related to the services and work provided hereunder shall not be presented publicly or published without the prior approval, in writing, by the COUNTY.

8.00 TERMINATION

- 8.10 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.
- 8.20 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.

- 8.30 Termination for fund appropriation: The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the County's termination of this Agreement for fund appropriation, 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 Service Provider which shall itemize each element of performance.

10.00 COOPERATION WITH INVESTMENT ADVISOR, ENGINEERS, PROJECT MANAGERS, OR OTHER CONSULTANTS

- 10.10 If the COUNTY undertakes or awards other contracts for additional related work, the FINANCIAL ADVISOR shall fully cooperate with other consultants, COUNTY staff or committees, and carefully fit its work to such other additional work as may be directed by the COUNTY.
- 10.20 FINANCIAL ADVISOR shall cooperate fully with COUNTY staff, auditors, or tax specialist, and shall assist in representing the COUNTY before the Internal Revenue Service or elsewhere for matters relating to tax-exempt financing.

11.00 INDEMNIFICATION

FINANCIAL ADVISOR agrees to protect, 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 property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts or omissions of the ADVISOR. ADVISOR'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. ADVISOR 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 ADVISOR. Notwithstanding the foregoing, with respect to matters arising under

any federal or state securities laws, ADVISOR shall not be liable hereunder unless any such liability, damage, claim, suit, lien or judgment arises solely from the negligent act or omission of the ADVISOR.

12.0 COVENANT AGAINST CONTINGENT FEES

- 12.10 The FINANCIAL ADVISOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any understanding or agreement for a commission, percentage, brokerage, contingent fee, monetary gift, gratuity, or loan; with the exception of FINANCIAL ADVISOR'S bona fide employees, or bona fide established commercial or selling agencies maintained by FINANCIAL ADVISOR for the purpose of securing business. No gifts, loans, fees, contributions, or any other payments have been made to any elected or appointed officials of the COUNTY in connection with this Agreement, nor have any such payments been made to any COUNTY employee.
- 12.20 The FINANCIAL ADVISOR has not received any non-COUNTY fee related to this Agreement, without first obtaining written consent of COUNTY. For breach or violation of this warrant, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement Price the full amount of any such payment actually made.

13.00 INSURANCE

- 13.10 The FINANCIAL ADVISOR shall indemnify and defend the COUNTY against any injury or liability whatsoever arising from a negligent act, error or omission of the FINANCIAL ADVISOR. Notwithstanding the foregoing, with respect to matters arising under any federal or state securities laws, ADVISOR shall not be liable hereunder unless any such liability arises solely from the negligent act or omission of the ADVISOR.
- 13.20 FINANCIAL ADVISOR shall provide, at all times this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.
- 1330 FINANCIAL ADVISOR shall provide, at all times this Agreement is in effect, automobile liability for each owned vehicle, in the amount not less than required by law.
- 13.40 Policies shall be written by a responsible company(s) authorized to operate in Georgia and shall be non-cancelable, except upon 30 days written notice to COUNTY.

14.00 PROHIBITED INTERESTS

- 14.10 Conflict of Interest: The FINANCIAL ADVISOR 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 or delivery of services hereunder. The FINANCIAL ADVISOR agrees that in the performance of this Agreement, no person or entity having any such interest will be employed.

14.20.1 Interest of Public Officials: No member, officer, elected official, or employee of the COUNTY, during their tenure, or for a period of one year thereafter, may have any interest in this Agreement or the proceeds thereof.

15.00 SUBCONTRACTING

15.10 The FINANCIAL ADVISOR shall not subcontract any part of the work covered by this agreement, nor permit any subcontracted work to be further subcontracted without the COUNTY'S prior written approval of the subcontractor. The COUNTY will not approve any subcontractor for covered work that has not first been recommended for approval by the Director.

15.20 All subcontracts for work resulting from this Agreement, and resulting in fees of \$5,000.00 or more shall include the provisions set forth in this agreement.

15.30 Nothing in this paragraph shall be construed as limiting or preventing the FINANCIAL ADVISOR in its efforts in engaging the services of economists, analysts, information or analytical reporting services, or related professional or specialized assistance as necessary in support of FINANCIAL ADVISOR'S management of COUNTY'S financial interests.

16.00 ASSIGNABILITY

16.10.1 The FINANCIAL ADVISOR may not assign or transfer, whether by an assignment or novation, any of its rights, obligations, benefits, liabilities, or any other interest under this Agreement without the prior written authorization of the COUNTY.

17.00 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the ADVISOR agrees as follows: (1) the ADVISOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the ADVISOR 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 ADVISOR 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 subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts

for standard commercial supplies of raw materials.

18.00 ANTI-KICKBACK CLAUSE

18.10 The FINANCIAL ADVISOR hereby promises to comply with all applicable "anti- kickback" laws.

19.00 AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the COUNTY may deem necessary, the ADVISOR shall make available to the COUNTY and/or representatives of the COUNTY Department of Internal Audit for examination of all its records with respect to all matters covered by this Agreement. The ADVISOR 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, copies shall be furnished upon request. The ADVISOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

20.00 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 ADVISOR against all claims arising out of such use of documents and materials without the ADVISOR's knowledge and consent.

21.00 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversations with any officer, agent or employee of the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

22.00 INDEPENDENT CONTRACTOR

The ADVISOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status.

23.00 ENTIRE AGREEMENT

23.10 This contract shall be deemed to be the entire agreement between COUNTY and FINANCIAL ADVISOR. Any amendments or changes shall be made in accordance with Sections 2.00 and 4.00 of the General Terms and Conditions.

24.00 NOTICE

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

24.20 Notices to COUNTY shall be addressed as follows:

Mr. Aaron J. Bovos
Gwinnett County
Director, Department of Financial Services
75 Langley Drive
Lawrenceville, Georgia 30045
FAX: (770) 822-7818
VOICE: (770) 822-7820

24.30 Notices to FINANCIAL ADVISOR shall be addressed as follows:

**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. 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 without permission of 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. Violations will be reviewed by the Purchasing Director. 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.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. 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.

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. Although the Purchasing Division will make every effort to send any addendum to known proposers, it is the proposer's ultimate 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. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- D. 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.
- E. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- F. 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.
- G. 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.
- H. 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. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

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):

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any proposal as required in proposal documents. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of 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 requirements of the solicitation.

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, two (2) additional points will be added to the graded average score of any local firm. In the event there are two or more local firms whose scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

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.

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 Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

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:

State Law requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

By submitting a proposal to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the County at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the County, signed by the contractor, and will become part of the contract.

XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

It is the policy of Gwinnett County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on County-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. 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 O.C.G.A. § 13-10-91 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 three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

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.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2), Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

XXX. 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. An application to be listed as an approved hauler may be obtained from the Department of Financial Services, License and Revenue Division, 678-377-4101.

XXXI. 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).

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 any act 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.

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing.