

REQUEST FOR PROPOSALS
REVIEW OF THE 2011 REVALUATION



MECKLENBURG COUNTY
NORTH CAROLINA

JUNE 6, 2012

REQUEST FOR PROPOSALS

Review of the 2011 Revaluation

June 6, 2012

Dear Service Provider:

Mecklenburg County, located in the State of North Carolina, is now accepting Proposals for a review of the 2011 Revaluation. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP"). Please review them carefully.

An electronic copy of the RFP may be obtained by visiting the State of North Carolina Interactive Purchasing System (<https://www.ips.state.nc.us/IPS/Default.aspx>) and searching for Bid Number 269-2012, or by contacting Janet Payne via email: Janet.payne@mecklenburgcountync.gov or telephone: 704-336-2647.

All Service Providers must return a completed Request for Proposal Acknowledgement Form (see Section 6, Form 1) by 4:00 p.m. on **June 11, 2012** as stated in the schedule in Section 2.1 of this RFP.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held at 1:30 p.m. on **June 13, 2012**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina, 28202, 11th Floor Large Conference Room. Please bring a copy of the RFP with you at that time.

All Proposals are due to, and must be received by, Janet Payne, County Manager's Office, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **June 25, 2012 at 10:00a.m.**

One (1) electronic copy of the Proposal on a CD or flash drive in a searchable format such as MS Word and one (1) unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus four (4) copies of your Proposal must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Janet Payne

Name of Service Provider Submitting Proposal

Review of 2011 Mecklenburg County Revaluation

RFP questions must be directed to Janet Payne, per the enclosed instructions in Section 2.3. Please note per the information in Section 2.7, that the County may follow-up with Service Providers responding to this RFP. The County anticipates completing the majority of required follow-up discussions on June 28 and 29. Therefore, all Service Providers should plan to be available if requested on these dates. The County is an equal opportunity purchaser.

Sincerely,



Janet Payne
Assistant to the County Manager
Mecklenburg County Manager's Office
600 E. 4th Street, 11th Floor
Charlotte, NC 28202
(704) 336-2647 Office
Janet.payne@mecklenburgcountync.gov

Checklist for submitting a Proposal:

Step 1 - Read the document fully.

Step 2 - If you plan to submit a Proposal, email **Form 1 in Section 6** to the number listed on the sheet.

Step 3 - If you have any questions send them before the deadline listed in **Section 2.3**.

If you submit a Proposal, you must follow this checklist and must include everything detailed below.

Proposal Copies

- ☐ 1 Copy on CD or flash drive
- ☐ 1 Double-sided Copy marked “Original” (*does not need to be bound*)
- ☐ 4 Double-sided Copies “marked Copies” (*MUST be bound*)

Proposal Format - Proposals should be formatted as follows:

- ☐ Cover Letter per **Section 4.1.1**
- ☐ Executive Summary per **Section 4.1.2**
- ☐ Respond to all sections under **Section 4.1.3**
- ☐ **Section 6, Form 2**
- ☐ **Section 6, Form 3**
- ☐ **Section 6, Form 4**
- ☐ **Section 6, Form 5**
- ☐ **Section 6, Form 6**
- ☐ Exceptions to any part of the RFP. (If you take any exceptions to anything in this document, list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

This is all you have to include when you submit your Proposal.

If awarded a contract, you will have to submit the following when you sign a contract:

- ☐ Insurance certificate per requirements in **Section 7, number 28**.
- ☐ Business licenses per requirements in **Section 7, number 23**.

It is the Service Provider’s responsibility to check www.ips.state.nc.us for any addenda or changes to this Project. Search for bid # 269-2012 to find if any documents or changes have been posted.

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Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the County to determine which Service Provider and Proposed Solution will best meet the County's needs.

1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

Acceptance: Refers to receipt and approval by the County of a Deliverable or Service in accordance with the acceptance process and criteria set forth in the Contract.

Affiliates: Refers to all departments or units of the County and all other governmental units, towns, boards, committees or municipalities for which the County processes data or performs services that involve the Deliverables or Services.

Board: Refers to the Mecklenburg Board of County Commissioners.

City: Refers to the City of Charlotte, North Carolina.

Contract: Refers to a written agreement executed by the County and Service Provider for all or part of the Services covered by this RFP.

County: Refers to Mecklenburg County, North Carolina.

County Project Manager: Refers to a specified County employee representing the best interests of the County for this Project.

Company: Refers to a Service Provider that has been selected by the County to provide the Services required by this RFP.

Company Project Manager: Refers to a specified Company employee representing the best interests of the Company for this Project.

Deliverables: Refers to all tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to the County in connection with this Contract.

Documentation: Refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are published or provided to the County by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the Deliverables or Services.

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<i>Evaluation Committee:</i>	Refers to a committee, as appointed by the County, responsible for determining the best Service Provider for the Services described in this RFP.
<i>Milestones:</i>	Refers to the benchmarks of performance (consisting of an identified deadline for the completion of specific services and/or the Acceptance of identified Deliverables), as specified in this RFP.
<i>Project:</i>	Refers to the procurement process to choose a Service Provider to Review the 2011 Mecklenburg County Revaluation for the County, as well as to the services to be provided that are requested in the RFP.
<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the County in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the Proposal submitted by a Service Provider for the Services as outlined in this RFP.
<i>Services:</i>	Refers to the Review of the 2011 Mecklenburg County Revaluation as requested in this RFP.
<i>Service Provider:</i>	Refers to a company that has interest in providing the Services required by this RFP.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Deliverables and Services which are set forth or referenced in: (i) this RFP; (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>AO:</i>	Refers to the Mecklenburg County Assessor's Office.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

1.3. Accuracy of RFP and Related Documents.

The County assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County other than those provided by the County through

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the issuance of addenda. In no event may a Service Provider rely on any oral statement by the County or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the County, the Service Provider should immediately notify the County of such potential discrepancy in writing, and a written addendum may be issued if the County determines clarification necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the County's designated representative as directed in Section 2 of this RFP.

1.4. County's Rights and Options.

The County reserves the following rights, which may be exercised at the County's sole discretion:

- 1.4.1. To supplement, amend, substitute or otherwise modify this RFP at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the County;
- 1.4.4. To issue additional requests for information;
- 1.4.5. To require one or more Service Providers to supplement, clarify or provide additional information in order for the County to evaluate the Proposals submitted;
- 1.4.6. To conduct investigations with respect to the qualifications and experience of each Service Provider;
- 1.4.7. To waive any defect or irregularity in any Proposal received;
- 1.4.8. To reject any or all Proposals;
- 1.4.9. To share the Proposals with County employees other than the Evaluation Committee or County advisory committees as deemed necessary;
- 1.4.10. To award all, none, or any part of the Service that is in the best interest of the County, with one or more of the Service Providers responding, which may be done without or without re-solicitation.
- 1.4.11. To discuss and negotiate with the Service Provider(s) any terms and conditions in the Proposal(s) including but not limited to financial terms; and
- 1.4.12. To enter into any Contract deemed by the County to be in the best interest of the County, with one or more of the Service Providers responding.

1.5. Expense of Submittal Preparation.

The County accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, in participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider that enters into the Project's procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that

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the Service Provider cannot make any claims whatsoever for reimbursement from the County for the costs and expenses associated with the procurement portion of the Project.

1.6. Proposal Conditions.

The following terms are applicable to this RFP and the Service Provider's Proposal.

1.6.1. RFP Not An Offer.

This RFP does not constitute an offer by the County. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the County unless the County and the Service Provider execute a Contract. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.6.2. Right to Terminate Discussions.

The Service Provider's participation in this procurement process might result in the County selecting the Service Provider to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the County to execute a Contract or to continue discussions. The County can terminate discussions at any time and for any reason.

1.6.3. Requirement for Representation as to Accuracy and Completeness of Proposal.

Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."**

1.6.4. Trade Secrets/Confidentiality.

Upon receipt at the Mecklenburg County Manager's Office, the Service Provider's Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. including Personal Identification information to include, but not be limited to, social security numbers, bank account numbers, and drivers license numbers. After the Proposal Due Date, the County's Evaluation Committee, as well as other County staff and members of the general public who submit public records requests, will review the Proposal.

The public disclosure of the contents of each Service Provider Proposal submitted in response to this RFP is governed by Chapter 132 and 66-152 et. seq. of the General Statutes of North Carolina. If any Proposal contains trade secret information as defined by Chapter 66-152 et. seq. of the General Statutes of North Carolina, such trade secret information should be specifically and clearly identified in accordance with this Section 1.6.4.

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To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secret submitted by a Service Provider should be submitted in a separate, sealed envelope and on a separate CD or flash drive for electronic files, marked **“Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,”** and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file.

In submitting a Proposal, each Service Provider agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the County to assist in the selection process.

Furthermore, each Service Provider agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. **Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.**

1.6.5. Prohibited Discrimination.

The County is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, Prohibited Discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, Prohibited Discrimination also includes retaliating against any person, business or other entity for reporting any incident of Prohibited Discrimination. It is understood and agreed that not only is Prohibited Discrimination improper for legal and moral reasons, Prohibited Discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the County and others. As a condition of entering into any Contract, the Service Provider shall represent, warrant and agree that it does not and will not engage in or condone Prohibited Discrimination. Without limiting any rights the County may have at law or under any other provision of any Contract, it is understood and agreed that a violation of this provision constitutes grounds for the County to terminate any such Contract.

1.6.6. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

1.6.7. Reservation of Right to Change Schedule.

The County shall ultimately determine the timing and sequence of events resulting from this RFP. The County reserves the right to delay the closing

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date and time for any phase if County staff believe that an extension will be in the best interest of the County.

- 1.6.8. **Reservation of Right to Amend RFP.**
The County reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the County. Any addenda will be posted to the Internet at www.ips.state.nc.us. Service Providers are required to acknowledge their receipt of each addenda by including the Addenda Receipt Confirmation Form set forth in Section 6, Form 2 with their Proposal.
- 1.6.9. **Additional Evidence of Ability.**
Service Providers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The County reserves the right to request such information at any time during the Proposal evaluation period for this RFP.
- 1.6.10. **No Collusion or Conflict of Interest.**
By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.6.11. **Proposal Terms Firm and Irreversible.**
The signed Proposal shall be considered a firm offer on the part of the Service Provider. The County reserves the right to negotiate price and Services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the County. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the County's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.
- 1.6.12. **Proposal Binding for 180 Days.**
Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Service Provider and include their name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full Contract period. The County shall have the option to accept the Proposal, subject to exception by Contract.
- 1.6.13. **Subcontracting.**
The Service Provider awarded the contract shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Service Provider shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The County retains the right to approve all subcontractors.

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- 1.6.14. Equal Opportunity.
The County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County provides equal opportunity for all businesses and does not discriminate against any Service Providers regardless of race, color, religion, age, sex, national origin, or disability.
- 1.6.15. Use of County's Name.
No advertising, sales promotion or other materials of the Service Provider or its agents or representatives may identify or reference the County in any manner absent the prior written consent of the County.
- 1.6.16. Withdrawal for Modification of Proposals.
Service Providers may change or withdraw their Proposals at any time prior to the Proposal Due Date; however, no oral modifications will be allowed. Only a formal written requests for modifications or corrections of a previously submitted Proposal, which are addressed and received in the same manner as the Proposal, and received by the County prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "**Modifications to Proposal.**"
- 1.6.17. No Bribery.
In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the County in connection with the Contract.
- 1.6.18. Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included as Section 7. An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Section 7. All exceptions taken must be identified and explained in writing in the Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.
- 1.6.19. Fair Trade Certifications.
By submission of a Proposal, the Service Provider certifies that in connection with this procurement:
- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;

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- Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
- No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6.20. Clarification of Ambiguities.

Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the County in writing of such apparent discrepancy, addressed in the same manner as the Proposal. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.

1.6.21. Service Provider's Obligation to Fully Inform Themselves.

Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Provider's own risk.

1.6.22. Disclaimer.

Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the County. The County makes no representations or warranties regarding any information or data provided by the County.

1.6.23. Confidentiality and Security of County Data.

Service Providers agree that their Proposal has been made with the express understanding that the Services shall entail the exposure to, and use of, highly confidential information protected by NC law. Any Proposal must include a proposed plan to manage and protect such information that is provided to them by the County or gathered directly from taxpayers, as requested in Section 4.1.4.3, and in accordance with Exhibit A, Section 28. In addition, each employee of the selected Service Provider will be required to sign the Confidentiality Statement in Exhibit B after Contract execution.

Section 2

Procurement Process

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process.

2.1. Schedule and Process.

The following chart shows the schedule of events to prepare the Service Provider's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
June 6, 2012	<i>Issuance of RFP.</i> The County issues this RFP.
June 11, 2012	<i>Request for Proposals Acknowledgement.</i> Service Providers who intend to submit a Proposal shall submit the RFP Acknowledgement Form (Required Form 1) by 4:00 p.m. on June 11, 2012 to Janet Payne at the e-mail address listed in Section 2.3.
June 11, 2012	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Service Providers are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be e-mailed to Janet Payne at the e-mail address listed in Section 2.3. Questions are due by 4:00 p.m. on June 11, 2012.
June 13, 2012	<i>Non-Mandatory Pre-Proposal Conference.</i> Conference to address questions related to the RFP will be held at 1:30 p.m. in the 11 th Floor Large Conference Room of the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina, 28202.
June 18, 2012	<i>Submission of Written Questions Following Pre-Proposal Conference.</i> Service Providers are permitted to submit additional written questions after the Pre-proposal Conference for purposes of clarifying this RFP. All submissions must be e-mailed to Janet Payne at the address listed in Section 2.3. Questions must be received by 1:00 p.m. on June 18, 2012. All questions will be compiled and answered in an addendum posted on www.ips.state.nc.us
June 25, 2012	<i>Proposal Submission.</i> Proposals must be received by 10:00 a.m. on June 25, 2012, at the address listed in Section 2.3 All Proposals will be time-stamped upon receipt and held in a secure place until this date.
June 27, 2012 – July 2, 2012	<i>Evaluation.</i> Service Providers will be notified by e-mail of the Evaluation Committee's recommendation by 5:00 p.m. on July 2, 2012.
July 3, 2012	The County Manager reports to the Board of County Commissioners with a recommended Service Provider, scope of work and cost.

Section 2

Procurement Process

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via e-mail to Janet Payne at the address listed in Section 2.3 by **June 11, 2012** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the County of your company's intention to submit or not submit a Proposal, and e-mail the completed and signed form to Janet Payne.

2.3. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider with the exception of questions answered at the Pre-Proposal Conference. Otherwise, Service Providers must request such interpretations or clarifications in writing from the County. Address requests for information or clarification of this RFP to Janet Payne at the e-mail address listed below. When submitting questions, please reference the RFP page and topic number. Questions to be addressed at the Pre-Proposal Conference must be submitted by **4:00p.m. on June 11, 2012**.

After the Pre-Proposal Conference, questions must be submitted in writing to Janet Payne at the e-mail address listed below by **1:00 p.m. on June 18, 2012**.

Janet Payne
Assistant to the County Manager
Mecklenburg County Manager's Office
600 E. 4th Street, 11th Floor
Charlotte, NC 28202
(704) 336-2647 Office
Janet.Payne@MecklenburgCountyNC.gov

When responding to Service Provider questions or issuing addenda to the RFP, the County will post the answer or information to the Internet at www.ips.state.nc.us. All responses to Service Provider questions and/or addenda to the RFP will be posted by 5:00p.m. on June 20, 2012.

The County reserves the right to disqualify any Service Provider who contacts a City or County official, employee, or agent concerning this RFP other than in accordance with this Section. Nothing in this Section shall prohibit the County from conducting discussions with Service Providers after the Proposal Due Date.

2.4. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **June 13, 2012 at 10:00 a.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina, 28202, 11th Floor Large Conference Room.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Providers are encouraged to attend. If special accommodations are required for attendance, please notify Janet Payne in advance of the conference date and time identifying the special accommodations required.

2.5. Submission of Proposals.

One (1) electronic copy on a CD or flash drive in MS Word and one (1) unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus four (4) copies shall be submitted to the address listed in Section 2.3 above by **June 25, 2012 at 10:00a.m.** The original Proposal and each of the four (4) copies shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information.

Proposals are to be compatible with the County's in-house office paper program and waste reduction goals and policies. Therefore, it is desired that all responses meet the requirements as set forth in Section 4, Proposal Format.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the County. **Proposals sent by fax or email will not be accepted.**

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC), your sealed box including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at the County Manager's Office on the Proposal Due Date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

2.6. Correction of Errors.

The Service Provider agrees that in the event of any obvious errors, the County reserves the right to waive such errors in its sole discretion. The County, however, has no obligation under any circumstances to waive such errors.

2.7. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with any Service Provider. Discussions may be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual Services, to learn the Service Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the County.

The County may in its discretion require one or more Service Providers to make presentations to the Evaluation Committee or appear before the County and/or its representatives for an interview. During such interview, the Service Provider may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the County deems appropriate. The Service Provider will be notified in advance of the time and format of such meetings.

Since the County may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall define the Service Providers' best offer for performing the Services described in this RFP.

Section 3

Scope of Work/Services

3. SCOPE OF WORK/SERVICES FOR THE REVIEW OF THE 2011 MECKLENBURG COUNTY REVALUATION.

Section 3.1 and 3.2 are provided as a general guide to the work that is to be performed and is not a complete scope of work or a listing of all services that may be required or desired.

3.1. Board of County Commissioners' Directions:

On May 1, 2012 the Mecklenburg Board of County Commissioners approved the following:

“Direct the County Manager to report back to the Board no later than our June 19, 2012 Regular Business Meeting with a recommended reviewer, specific scope of work to be performed and budget for the conducting of a review of the Tax Assessor’s implementation of the 2011 Mecklenburg County revaluation. The focus of this review is to specifically determine legal compliance with the North Carolina Machinery Act and any other state law governing the 2011 Countywide Revaluation relative to the appeals process (informal and formal) as well as the controls and processes that were used to establish the mass appraisal system values used by the Tax Assessor’s office across Mecklenburg County in determining tax values. This investigation and review would specifically relate to the determination of land values, data integrity of the property database, adjustments made by appraisers, validity of the market analysis and compliance with the Machinery Act. In addition, the direction to the reviewer shall be to:

- 1) Identify areas of non-compliance with NC State law by the Office of the Tax Assessor during the course of the 2011 Revaluation Process;*
- 2) Develop lawfully permitted remedial or corrective measures designed to address any identified non-compliance areas in the 2011 Revaluation process;*
- 3) Identify areas where county staff may have exercised lawfully permitted individual discretion; and*
- 4) Develop recommendations in the review findings as to how either county staffing levels, independent county employee discretion or NC law could be amended to eliminate or reduce discrepancies between fair market and tax assessed valuations in future countywide revaluations.”*

Note: On May 15, the Board revised the deadline for the County Manager from June 19, 2012 to July 3, 2012. See Section 2.1 for Procurement Schedule and Process.

3.2. Citizen Involvement

On May 15, 2012, the Board of County Commissioners approved the following:

“...direct staff to include in the RFP, a requirement that the contractor (Company) include public input in the form of broad-based citizen participation through workshops and other forums; that they (Company) call upon the resources of the Citizens Revaluation Advisory Committee as needed; that they (Company) provide the Board its vision of how that public involvement would work.”

Note: The term “Company” in parentheses has been added by County staff for clarity within the RFP.

Section 3

Scope of Work/Services

A key objective of the review is to ensure public confidence in the process Mecklenburg County uses for reappraisal of assessed valuation of property. In addition, the Board has expressed a strong desire to ensure there is a transparent and credible review process. A critical component of a transparent and credible review process is optimal citizen involvement.

It is important to **involve** residents by working with them directly to ensure their concerns and aspirations are understood, considered and reflected in the alternatives developed by the Company's recommendations. This involvement role for residents will be an important part of the review process, culminating in the Company developing advice, formulating solutions and recommendations for the Board's consideration.

To involve residents, the Company is expected to hold multiple workshops before and after it conducts its review. The workshops prior to the review will be held to gather, understand and consider public concerns about the revaluation process to help inform the Company's review efforts and help shape the Company's preliminary recommendations. The workshops subsequent to the review will be held to present the Company's findings and preliminary recommendations. Facilitated discussions within the workshops should be used to determine if and how concerns and aspirations of the public are reflected in the preliminary recommendations and/or if revisions are needed.

In addition to the workshops, the Company is expected to interact with and engage the Mecklenburg County's Citizen's Revaluation Advisory Committee (CRAC) as an expert panel to monitor the review process and to provide input and feedback to the Company and the Board on the review findings and recommendations.

3.3. Proposal Requirements

Each proposal is required to include the following information:

1) **Detailed Scope of Work/Services**

The Service Provider must provide a recommended and detailed scope of work/services to meet the directions provided by the Board in Section 3.1 above, as well as a scope for providing citizen involvement consistent with Section 3.2. This scope should include specific tasks, methodologies and milestones. The scope must be broken out into key services of the review, such as compliance with law, review of determination of land values, database integrity, internal controls, and citizen involvement. The Service Provider can recommend the key services but the intent is to have discrete services that would allow the scope to be reduced if determined to be too expansive or costly.

2) **Project Schedule**

The Service Provider must provide a detailed project schedule/timeline for providing the scope of work/service recommended, with a separate schedule/timeline for each key service of the review.

3) **Cost of Services**

The Service Provider must provide a detailed cost to provide the recommended scope of work/services within the proposed project schedule. Costs must be broken down by key services.

4) Qualifications and Experience

The Service Provider must provide the detailed qualifications and experience of their company to provide this review. In addition, the specific members of the project team must be identified along with their individual qualifications and experience. Section 6 Form Five must also be completed.

It is expected that the selected Service Provider will have both expertise and substantial experience in North Carolina property tax law, appraisal and mass appraisal, as well as have expertise of conducting or supporting revaluations in North Carolina. The Service Provider's experience and qualifications will be reviewed by the Local Government Division (LGD) of the North Carolina Department of Revenue to determine if they meet the State's qualifications and required expertise under GS 105-299. The LGD must approve any contractor to perform work in North Carolina in accordance with 105-289(i) and they maintain a list of firms qualified to work in North Carolina with respect to ad valorem taxation.

5) Mecklenburg County Staff Support

The Service Provider must identify the level of Mecklenburg County staff support they expect in order to complete the scope of services proposed.

3.4. Resources Available

Mecklenburg County will provide access to all data and information regarding the 2011 Revaluation including but not limited to the 2011 Schedules, Standards, and Rules, qualified and unqualified sales reports, property record cards, form letters, BER decisions, consultant reports, and concerns previously submitted by residents.

Resident's concerns will be made available to view as part of the resources related to this Project, on the County's Project website:

<http://charmeck.org/mecklenburg/county/AssessorsOffice/Pages/RevaluationReview.aspx>

Mecklenburg County used the following software to support the 2011 Revaluation:

- Patriot AssessPro version 5.69
- NCPTS Version 4.0
- Spatialtest

Section 4

Proposal Format

4. PROPOSAL FORMAT.

The County desires all Proposals to be identical in format in order to facilitate comparison. While the County's format may represent departure from the Service Provider's preference, the County requires strict adherence to the format. The Proposal will be in the format described below:

- a. Cover letter;
- b. Executive Summary;
- c. Proposed Scope of Services, Schedule, Cost, and Qualifications as requested in Section 3;
- d. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- e. The "Proposal Submission" set forth in Section 6, Form 3;
- f. The "MWSBE Compliance" set forth in Section 6, Form 4;
- g. The "Background and Experience" set forth in Section 6, Form 5;
- h. The "References" set forth in Section 6, Form 6; and
- i. Exceptions to the Remainder of the RFP.

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. Proposals are to be compatible with the County's in-house office paper program and waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies must be printed double-sided;
- All Proposals and copies are printed on recycled paper (at least 10% post-consumer recovered material and at least 30% total recovered material), and indicate this information accordingly on the response;
- Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non re-usable materials, such as three ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

Proposals must also include a CD or flash drive including the entire Proposal in MS Word.

Service Providers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Service Provider to organize the information required by this RFP as outlined may result in the County, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Service Provider, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider as outlined in Section 1.6.3. The cover letter shall provide the name, physical address, email address, telephone and facsimile numbers of the Service Provider along with the name, title,

Section 4

Proposal Format

physical address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the County, as well as the representative of the Service Provider with whom the County will communicate throughout the RFP process, if different than the executive. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

- 4.1.2. Executive Summary.
The Service Provider shall submit an executive summary, which outlines its Proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Proposal, which make it superior or unique in addressing the needs of the County.
- 4.1.3. Proposed Scope of Work/Services, Schedule, Cost, and Qualifications
Given the purpose of this Project and the Board's directions as stated in this RFP, provide a creative solution to meet such directions.
- 4.1.4. Required Forms.
To be deemed responsive to this RFP, the Service Provider must complete in detail, all Proposal Forms listed in this Section 4, items numbered d through h.
- 4.1.5. Exceptions to the RFP.
Exceptions must be submitted in accordance with Section 1.6.18 of this RFP. If exceptions are not identified in the Service Provider's Proposal they may not be considered during Contract negotiation and could result in the Proposal being rejected from further consideration. If the Service Provider's legal counsel needs to review the Sample County Contract prior to signature, reviews must be completed before the Proposal is submitted.

Section 5

Evaluation Criteria

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Service Provider's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Service Provider's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services as requested herein. Failure of any Service Provider to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the County based on, but not limited to, the criteria below. The County reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications, Experience and Approach;
- b. Cost Effectiveness and Value; and
- c. Acceptance of the Terms of the Contract.

5.1. Qualifications, Experience and Approach.

Service Providers will be evaluated based upon their understanding the objective and the scope of work required by the RFP, proposed scope of services, and experience and qualifications in performing the same or substantially similar Services. The evaluation will include references regarding work for organizations with needs similar to the County's, and the feasibility of the Service Provider's approach for the provision of the Services.

5.2. Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable, and/or most effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

5.3. Acceptance of the Terms of the Contract.

The County will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the Sample Contract language provided in Section 7. Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Section 1.6.18 of this RFP.

Section 6
Required Forms – Form One

REQUIRED FORM 1 – REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

The Service Provider hereby certifies receipt of the Request for Proposals for Mecklenburg County, North Carolina RFP Review of 2011 Revaluation. This form should be completed upon receipt of the County's Request for Proposals and emailed in time for the County to receive it by or before **June 11, 2012 at 4:00 p.m.** Please e-mail the completed Request for Proposals Acknowledgement Form to the attention of:

Janet Payne
Assistant to the County Manager
Mecklenburg County Manager's Office
Janet.payne@MecklenburgCountyNC.gov

Date: _____

Authorized Signature: _____

Title: _____

Service Provider Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: _____

Section 6
Required Forms – Form Two

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

Review of 2011 Mecklenburg County Revaluation

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to www.ips.state.nc.us

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this proposal complies with the General and Specific Specifications and conditions issued by the County except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Service Provider Name

Section 6
Required Forms – Form Three

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

Review of 2011 Mecklenburg County Revaluation

This Proposal is submitted by:

Service Provider Name: _____

Representative (printed): _____

Representative (*signed*): _____

Physical Address:

City/State/Zip: _____

Email Address: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

It is understood by the Service Provider that the County reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal Due Date.

Service Provider Name

Date

Authorized Signature

Please type or print name

Section 6
Required Forms – Form Four

REQUIRED FORM 4 – M/W/SBE COMPLIANCE

M/W/SBE PROGRAM COMPLIANCE IN THE PURCHASE OF COMMODITIES AND SERVICES: The aspirational goals for M/W/SBE* participation on this Project are set at: 5% for all minority groups inclusive, 4% WBE and 5% SBE with a total of 14%.

Note: Aspirational goals are based only on Mecklenburg County's portion of projects.

*Note: M/W/SBE groups are defined as follows: BBE: Black Business Enterprise; NBE: Native American Business Enterprise; ABE: Asian Business Enterprise; HBE: Hispanic Business Enterprise; WBE: Women Business Enterprise; and SBE: Small Business Enterprise.

Is your company a certified M/W/SBE organization?

_____ Yes _____ No

Do you customarily subcontract portions of your contracts and projects with the County?

_____ Yes _____ No

Do you intend to subcontract portions of this Contract?

_____ Yes _____ No

List any services in this proposal for which you could seek quotes from minority/women owned or small businesses. If none, please indicate by writing "N/A" below.

1. _____
2. _____
3. _____

M/W/SBE UTILIZATION COMMITMENT

We, _____, do certify that on
(Service Provider)

_____, with an estimated cost of _____,
(Project) (Contract Amount)

We will expend a minimum of _____% of the total dollar amount of the Contract with Minority Business Enterprises, _____% with Women's Business Enterprises and _____% with Small Business Enterprises.

Section 6
Required Forms – Form Four

Name of Company	BBE NBE ABE HBE WBE SBE	Description of Work	Dollar Value

A list of County certified M/W/SBE bidders available to offer quotes and prices as subcontractors is available on the Internet at <http://smallbiz.charmeck.org>. If you need additional firms, which offer other services, or if you have any questions concerning the M/W/SBE provision, contact the M/W/SBE office at 704-336-6186.

The County reserves the right to request verification of these payments.

The County's Minority, Women, & Small Business Enterprise Program (revised June 15, 2005) is hereby incorporated into these Specifications by reference.

The undersigned hereby certifies that the bidder has read the terms of this compliance and is authorized to bind the firm to the information herein set forth.

Date: _____

Name of Company

Name, Title and Signature

Proposed Product or Service

Total Dollar Amount Bid

Section 6

Required Forms – Form Six

REQUIRED FORM 5 – BACKGROUND AND EXPERIENCE

Please answer the following questions as completely as possible, placing your answer immediately after the question to which it applies. **If you wish to add supplemental information, it shall be labeled “Supplemental Information.”**

Question	Response
Service Provider Identification	
Service Provider Name	
Service Provider Location (corporate headquarters)	
Service Provider Experience	
Years of Experience:	
<i># of years in business.</i>	
<i># of years providing Appraisal and Revaluation Services in North Carolina.</i>	
<i># of years experience with interpretation and application of the North Carolina Machinery Act.</i>	
Customer Base:	
<i># of private sector clients.</i>	
<i># of public sector clients.</i>	
Terminated Projects:	
<i>List any terminated projects. Please disclose the jurisdiction and explain the reason for the termination.</i>	
Litigation:	
<i>List any litigation that you have been or are now involved in wherein an adverse judgment would be detrimental to your performance of the services requested in this RFP. Describe the outcomes of the previous litigation.</i>	
Organization Size	
# of Employees:	
<i>Identify the number of employees in the office that will provide services as requested by this RFP.</i>	
Financial Information:	
<i>Provide gross annual revenue for your company. If your company is a subsidiary, identify revenues of proposing company/division.</i>	

Section 6

Required Forms – Form Six

Corporate Notes	
Ownership:	
<i>Is your company privately held, publicly traded or a parent company?</i>	
Additional Narrative Response	
Background and Experience:	
<i>Provide a management organization chart of your overall organization, showing director and officer positions and names and the reporting structure. The chart should include key individuals that would comprise your organization's team for providing Services to the County.</i>	
<i>Detail how long the company has been providing Appraisal and Revaluation Services to local governments and include information regarding experience with similar services provided in the State of North Carolina.</i>	
Personnel Management:	
<i>Describe the key individuals, along with their qualifications, professional designations, training and experience that would comprise your organization's team for providing Services to the County.</i>	
<i>Explain how your organization ensures that personnel performing support services are qualified and proficient.</i>	
<i>Please provide resumes of the staff assigned to fulfill this contract.</i>	

Section 6
Required Forms – Form Six

REQUIRED FORM 6 – REFERENCES

Please provide five (5) references of clients within the last five (5) years, three of which should be in the public sector. By providing references on this Form, Service Providers are agreeing to allow the County to contact references as necessary regarding the Service Provider's abilities and past performance.

Reference One	
Client Name	
Contact Name	
Phone Number	
E-Mail Address	
Project Name	
Brief Project Description	
Reference Two	
Client Name	
Contact Name	
Phone Number	
E-Mail Address	
Project Name	
Brief Project Description	
Reference Three	
Client Name	
Contact Name	
Phone Number	
E-Mail Address	
Project Name	
Brief Project Description	
Reference Four	
Client Name	
Contact Name	
Phone Number	
E-Mail Address	
Project Name	
Brief Project Description	
Reference Five	
Client Name	
Contact Name	
Phone Number	
E-Mail Address	
Project Name	
Brief Project Description	

Exhibit A – Sample County Contract

EXHIBIT A – SAMPLE COUNTY CONTRACT

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the County and the successful Service Provider, and the term “Company” shall refer to the successful Service Provider.

RECITALS

WHEREAS, the County issued a Request for Proposals for Review of the 2011 Mecklenburg County Revaluation dated June 6, 2012. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

WHEREAS, the County desires that the Company provide certain Appraisal and Revaluation Services (“Services”), and the Company desires to provide such Services; and

WHEREAS, the County and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. Exhibit A: Statement of Work
- 1.2. Exhibit B: Project Plan (including Scope of Services and Schedule)
- 1.3. Exhibit C: Pricing Plan (including Cost and other Compensation)

2. DEFINITIONS.

This section shall include, but not be limited to, all terms defined in Section 1 of the RFP.

3. DESCRIPTION OF SERVICES.

- 3.1. The Company shall be responsible for providing the Services described in Exhibit A attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit A. However, the Company shall not be responsible for tasks specifically assigned to the County in this Contract or in Exhibit A.
- 3.2. The Company shall perform the Services on site at the County’s facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the County.

4. COMPENSATION.

- 4.1. TOTAL FEES AND CHARGES.

[This section to be determined based on the accepted proposal.]

Section 7

Exhibit A – Sample County Contract

4.2. PAYMENT PLAN.

The Company shall invoice the County monthly in accordance with the Pricing Worksheet, which shall be attached as Appendix B to the Statement of Work. The Company shall not invoice the County for any Services or Deliverables within a particular time period until all Services and Deliverables required in connection with that period have been fully delivered, completed and Accepted by the County.

4.3. REIMBURSABLE EXPENSES.

The Company shall not be entitled to charge the County for any travel, mileage, meals, materials or other costs or expenses associated with this Contract unless such expenses are expressly requested and authorized by the County. The Company shall include an amount as part of its Exhibit C: Pricing Plan for reimbursable estimated expenses listed below. Only actual expenses incurred by the Company in connection with the Project as defined and enumerated below will be eligible for consideration as reimbursable expenses. If authorized, the County will reimburse the Company for the following as deemed necessary by the County Project Manager.

4.3.1. Travel Costs:

The County will provide expense reimbursement for reasonable expense of travel costs incurred by the Company when requested by County to travel to a location that lies outside of a 45-mile radius of the Project site and for required travel by out-of-town consultants to the Project site. In-town travel costs for local consultants will not be reimbursed.

Unless otherwise stated, rates for eligible reimbursement expenses are based on the U.S. General Services Administration standards. Annual adjustments in reimbursement rates will follow established rates set by the U.S. General Services Administration standards.

4.3.2. Per-Diem:

Per-diem for out-of-town consultant travel will be reimbursed at the following rates: Meals and Incidental Expenses: \$51 per day maximum (Breakfast, Lunch, Dinner). Lodging: \$100 per day maximum (Excluding taxes). The total lodging per-diem maximum may be increased from \$100 per day to \$125 per day if the out-of-town consultant is able to obtain lodging within a close proximity to all Project-related activities, thereby eliminating any additional expenses for Car Rental/Taxi.

4.3.3. Airfare:

Airfare for required travel by approved out-of-town consultants to the Project site will be reimbursed at a rate of no more than \$1.29/mile. Mileage calculations for each leg of air travel should be obtained by the Company through the airline ticketing service.

4.3.4. Car Rental/Taxi:

Car rentals will be reimbursed at a maximum rate of \$50 per day (based on average rates for Charlotte). Taxi service will be reimbursed at actual cost, which should be documented with a receipt.

4.3.5. Mileage Reimbursement:

Privately Owned Vehicle (POV) mileage costs, for travel in a non-government owned vehicle, will be reimbursed at a rate of \$0.50/mile when requested by County to travel to a location that lies outside of a 45-mile radius of the Project site.

Section 7

Exhibit A – Sample County Contract

4.3.6. Long Distance Telephone Costs:

Documented long distance telephone calls and long distance fax costs specifically related to the Project.

4.3.7. Delivery Costs:

Documented courier services and overnight delivery costs when requested by County. The Company will use discretion when using overnight delivery services not requested by County.

The Company will attempt to minimize travel costs by obtaining the lowest fares reasonably practicable under the circumstances.

Each invoice for reimbursable expenses shall itemize in detail and provide documentation for all Expenses for which the Company seeks reimbursement. The parties acknowledge that the Expenses apply only to the Services covered by this Contract, and that the Company shall not be permitted to charge the County for Expenses related to services not performed under this Contract. This request shall include in an orderly manner, the date and justification of the expense, and additional information like trip destination, reproduced material description, invoice and transmittal. The County may request additional documentation of expenses. The County shall not be required to pay for Expenses that are not reasonable.

4.4. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.

The Company represents and warrants that the project team provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Consultant. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law for each Consultant. The Company agrees that the Consultants are not employees of the County.

4.5. INVOICES.

4.5.1. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. A pre-invoice should be emailed seven (7) days prior to issuing the actual invoice for review by the company.

4.5.2. The Company shall mail all invoices electronically to:
Cary.Saul@MecklenburgCountyNC.gov

Additionally, the Company shall mail a hard copy of all invoices to:

Cary Saul
Director of Land Use and Environmental Services Agency
Hal Marshall Services Center
700 North Tryon Street
600 E. 4th Street, 11th Floor
Charlotte, NC 28202
(704) 336-3725 Office
Cary.Saul@MecklenburgCountyNC.gov

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4.6. DUE DATE OF INVOICES.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the County.

4.7. PRE-CONTRACT COSTS.

The County shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.8. AUDIT.

During the term of this Contract and for a period of one (1) year after termination of this Contract, the County shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the County in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the County for the cost of the audit.

5. TIME IS OF THE ESSENCE.

Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit A, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

6. NON-APPROPRIATION OF FUNDS.

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Contract for any given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

7. COMPANY PROJECT MANAGER.

The duties of the Company Project Manager include, but are not limited to:

7.1. Coordination of Project schedules and the Company's resource assignment based upon the County's requirements and schedule constraints;

7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the County's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;

7.3. Provision of consultation and advice to the County on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;

7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;

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- 7.5. Facilitation of review meetings and conferences between the County and the Company's executives when scheduled or requested by the County;
- 7.6. Communication among and between the County and the Company's staff;
- 7.7. Promptly responding to the County's Project Manager when consulted in writing, by E-mail, or via verbal communication with respect to Project deviations and necessary documentation;
- 7.8. Identifying and providing the County with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
- 7.9. Ensuring that adequate quality assurance procedures are in place through the Project; and
- 7.10. Meeting with other Service Providers working on County projects that relate to this effort as necessary to resolve problems and coordinate the Services.

8. COUNTY PROJECT MANAGER.

The duties of the County Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the County's resource assignment as required to fulfill the County's obligations pursuant to the Contract; (3) promptly respond to the Company's Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the County's point of contact for all aspects of the Project including contract administration and coordination of communication with the County's staff. The County shall be allowed to change staffing for the County Project Manager position on one (1) business days' notice to the Company.

9. PROGRESS REPORTS.

The Company shall prepare and submit to the County monthly (or at such other times as may be agreed in Exhibit A) written progress reports, which accomplish each of the following:

- 9.1. Update the project schedule set forth in Exhibit A, indicating progress for each task and Deliverable.
- 9.2. Identify all information, personnel, equipment, facilities and resources of the County that will be required for the Company to perform the Services for the subsequent month.
- 9.3. Identify and report the status of all tasks and Deliverables that have fallen behind schedule.
- 9.4. Identify and summarize all risks and problems identified by the Company, which may affect the performance of the Services.
- 9.5. For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem.
- 9.6. For each risk and problem identified, state the impact on the project schedule.

10. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.

The Company shall identify and request in writing from the County in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the County's personnel whose presence or assistance reasonably may be

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required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the County provide information, personnel or facilities other than those which Exhibit A specifically requires the County to provide, unless the County can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the County's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the County pursuant to this Section; or (ii) which the County is not required to provide pursuant to this Contract. In the event the County fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the County in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the County's failure to provide such information, personnel, facility or resource.

11. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

- 11.1. The County will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the County based on experience, qualifications, performance, conduct, compatibility, and violation of County policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the County in writing. The Company will replace any personnel that leave the Project, including but not limited to Key Personnel, with persons having at least equivalent qualifications who are approved by the County in writing.
- 11.2. Unless approved by the County in writing, the Company's personnel set forth in Exhibit A (the "Key Personnel") shall stay on the Project until termination without any material reduction of such Key Personnel's duties, time on the Project or level of involvement. In the event of a breach or potential breach of the requirement in the foregoing sentence, the Company will use its best efforts to maintain such Key Personnel on the Project (if necessary, in a subcontracting role).
- 11.3. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors, including but not limited to Key Personnel.

12. ACCEPTANCE OF TASKS, DELIVERABLES AND MILESTONES.

Per Section 1 of the Sample County Contract, Project Deliverables should be defined in Exhibit A and Exhibit B of the Proposal. Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit A and/or Exhibit B), the Company shall submit a written notice to the County's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the County Project Manager indicating acceptance of such Deliverable(s).

If the County Project Manager is not satisfied that the Deliverable(s) have been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the County Project Manager that specifies the nature and scope of the deficiencies that the County wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the County a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to

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correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the County shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The County shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

13. NON-EXCLUSIVITY.

The Company acknowledges that it is one of several providers of Professional Services to the County and the County does not represent that it is obligated to contract with the Company for any particular project.

14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.

Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The County shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

15. REPRESENTATIONS AND WARRANTIES OF COMPANY.**15.1. GENERAL WARRANTIES.**

- 15.1.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the RPF and any attached Exhibits;
- 15.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;
- 15.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;
- 15.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 15.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 15.1.6. The Company and each Consultant provided by the Company to the County shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit A;
- 15.1.7. All information provided by the Company about each Consultant is accurate; and
- 15.1.8. Each Consultant is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such Consultant.

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15.2. ADDITIONAL WARRANTIES.

The Company further represents and warrants that:

- 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
- 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
- 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 15.2.6. The performance of this Contract by the Company and each Consultant provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

16.1. WORK ON COUNTY'S PREMISES.

The Company and all Consultants will, whenever on the County's premises, obey all instructions and County policies, which are provided to them with respect to performing Services on the County's premises.

16.2. RESPECTFUL AND COURTEOUS BEHAVIOR.

The Company shall assure that its employees interact with County employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.3. REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.

In the event that the Company causes damage to the County's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

16.4. REGENERATION OF LOST OR DAMAGED DATA.

With respect to any data which the Company or any Consultants have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the County's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the County's data sources.

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17. REMEDIES.

17.1. RIGHT TO COVER.

If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the County may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Company and, should the County's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.

17.2. RIGHT TO WITHHOLD PAYMENT.

If the Company breaches any provision of this Contract, the County shall have a right to withhold all payments due to the Company until such breach has been fully cured.

17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the County obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

17.4. SETOFF.

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

17.5. OTHER REMEDIES.

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18. TERM AND TERMINATION OF CONTRACT.

18.1. TERM.

The term shall be determined after evaluation of the selected Service Provider's proposal. This Contract shall commence on the date of execution and shall continue in effect for one year, or until the Work has been completed to the County's satisfaction.

18.2. TERMINATION BY THE COUNTY.

The County may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the County showing in detail the Services performed under this Contract through the

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date of termination. The forgoing payment obligation is contingent upon: (i) the Company having fully complied with Section 21; and (ii) the Company having provided the County with written documentation reasonably adequate to verify the number of hours of Services rendered by each Consultant through the termination date and the percentage of completion of each task.

18.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.**

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the County receives the Company's written termination notice; or (ii) the date on which the County completes its transition to a new Service Provider.

18.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE COUNTY.**

By giving written notice to the Company, the County may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited

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to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

18.5. NO SUSPENSION.

In the event that the County disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

18.6. CANCELLATION OF ORDERS AND SUBCONTRACTS.

In the event this Contract is terminated by the County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the County showing in detail the Services performed under this Contract to the date of termination.

19. AUTHORITY TO TERMINATE.

The following persons are authorized to terminate this Contract on behalf of the County: the County Manager or any designee of the County Manager.

19.1. OBLIGATIONS UPON EXPIRATION OR TERMINATION.

Upon expiration or termination of this Contract, the Company shall promptly return to the County (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the County; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (ii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information”, as defined in this Contract.

19.2. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.

Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

19.3. OTHER REMEDIES.

The remedies set forth in this Section and Section 18 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

20. TRANSITION SERVICES UPON TERMINATION.

Upon termination or expiration of this Contract, the Company shall cooperate with the County to assist with the orderly transfer of the Services provided by the Company to the County. Prior to termination or expiration of this Contract, the County may require the Company to perform and, if so required, the Company shall perform certain transition services, necessary to shift the Services of the Company to another provider or to the County

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itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:

- Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Service Plan activities;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

21. CHANGES.

In the event changes to the Services (collectively “Change”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Manager or a designee depending on the amount. Some increases may also require approval by the Board of County Commissioners.

22. COUNTY OWNERSHIP OF WORK PRODUCT.

22.1. The parties agree that the County shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other Work Product developed for or provided to the County in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the County. The Company further agrees to execute and deliver such assignments and other documents as the County may later require to perfect, maintain and enforce the County’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the County as attorney in fact to execute all such assignments and instruments and agree that its appointment of the County as an attorney in fact is coupled with an interest and is irrevocable.

22.2. The County grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes

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without the County's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 28 of the Contract.

- 22.3. County data processed by the Company shall remain the exclusive property of the County. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by the Contract.

23. LICENSING.

The Company shall provide copies of all valid licenses and certificates required for performance of the Services. The copies shall be delivered to the County no later than ten (10) days after the Company receives the notice of award from the County. Current copies of licenses and certificates shall be provided to the County within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

Failure to obtain a valid Charlotte Business License within thirty (30) days of receiving contract award notification will result in garnishment by the Tax Office from any payments made to the Company.

24. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Consultant an agent or employee of the County, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

25. INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the County pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the County, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the County and each of the County's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term

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“Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the County the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the County shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the County is directed to cease use of a product or service, the Company shall promptly refund to the County all amounts paid under this Contract.

This Section 26 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

26. SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations, which it is required to perform under the Contract. Any subcontract entered into by Company shall name the County as a third party beneficiary. Further, the County must approve in writing any hires or subcontractors that the Company proposes to hire. The Company shall enlist only such personnel with sufficient qualifications to competently complete any deliverable required by this Contract.

27. CONFIDENTIAL INFORMATION.**27.1. CONFIDENTIAL INFORMATION.**

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the County or its vendors or licensors or which falls within any of the following general categories:

- 27.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the County or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 27.1.2. *Information of the County or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”*
- 27.1.3. *Information relating to criminal investigations conducted by the County, and records of criminal intelligence information compiled by the County.*
- 27.1.4. *Information contained in the County’s personnel files, as defined by N.C. Gen. Stat. 153A-98.* This consists of all information gathered and/or maintained by the County about employees, except for that information which is a matter of public record under North Carolina law.
- 27.1.5. *Citizen or employee social security numbers collected by the County.*
- 27.1.6. *Computer security information of the County, including all security features of electronic data processing, or information technology systems,*

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telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

- 27.1.7. *Local tax records of the County that contain information about a taxpayer's income or receipts.*
- 27.1.8. *Any attorney / County privileged information disclosed by either party.*
- 27.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 27.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 27.1.11. *Building plans of City or County owned buildings or structures, as well as any detailed security plans.*
- 27.1.12. *Billing information of customers compiled and maintained in connection with the County providing utility services.*
- 27.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories 28.1.3 through 28.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the County from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

27.2. **RESTRICTIONS.**

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 27.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 27.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the County or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
- 27.2.3. It shall not use any Confidential Information of the County for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties

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hereto, or is for the purpose for which such Confidential Information is being disclosed.

- 27.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 27.2.5. The Company shall use its best efforts to enforce the proprietary rights of the County and the County's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 27.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 27.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the County or destroyed upon satisfaction of the purpose of the disclosure of such information.

27.3. **EXCEPTIONS.**

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

- 27.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
- 27.3.2. Was or becomes publicly known through no wrongful act of the Company;
- 27.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- 27.3.4. Was used or disclosed by the Company with the prior written authorization of the County;
- 27.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the County notice of such requirement or request;
- 27.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

27.4. **UNINTENTIONAL DISCLOSURE.**

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the County, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal,

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report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

27.5. **REMEDIES.**

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the County will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the County shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

28. INSURANCE.

28.1. **TYPES OF INSURANCE.**

Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than “A” by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

28.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

28.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Contract.

28.1.3. Workers’ Compensation and Employers Liability - Meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

28.1.4. Professional Errors & Omissions - Insurance with a limit of not less than \$1,000,000 per claim occurrence as shall protect the contractor and the contractor’s employees for negligent acts, errors or omissions in performing the professional services under this contract.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

28.2. **OTHER INSURANCE REQUIREMENTS.**

28.2.1. The County shall be exempt from, and in no way liable for any sums of

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money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

- 28.2.2. Mecklenburg County shall be named as an additional insured for operations or services rendered under the automobile and general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the County for all loss or damages arising from the Company's operations under this agreement.
- 28.2.3. Certificates of such insurance will be furnished to the County and shall contain the provision that the County be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 28.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the County.
- 28.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

29. COMMERCIAL NON-DISCRIMINATION.

The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the County of any allegations that Company or subcontractor employees working onsite at the County have engaged in harassment, discrimination or other illegal employment practices.

30. DRUG-FREE WORKPLACE.

The Company shall provide a drug-free workplace during the performance of this Contract. This obligation is met by:

- 30.1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 30.2. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 30.3. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in (a) Section 31.1, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 30.4. Notifying the County within ten days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such

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conviction;

- 30.5. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of drug crime;
- 30.6. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- 30.7. Requiring any party to which it subcontracts any portion of the Services under the Contract to comply with the provisions of 31.1 through 31.6.

Failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

31. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail or by overnight courier, in addition to a copy via electronic mail to the intended recipient at the address set forth below:

For the Company:

PHONE: _____

EMAIL: _____

For the City/County:

Cary Saul
Director, Land Use and Environmental Services Agency
Hal Marshall Services Center
700 North Tryon Street
Charlotte, NC 28202
(704) 336-3725 Office
Cary.Saul@MecklenburgCountyNC.gov

With Copy To (Company):

PHONE: _____

EMAIL: _____

With Copy To (County):

Tyrone Wade
Mecklenburg County
County Attorney's Office
600 East Fourth Street
CMGC 11th Floor
PHONE: (704)336-4135
TyroneC.Wade@mecklenburgcountync.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by electronic mail, shall also be simultaneously delivered in person, or sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

32. MISCELLANEOUS.

32.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

32.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

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32.3. GOVERNING LAW AND JURISDICTION.

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

32.4. BINDING NATURE AND ASSIGNMENT.

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

32.5. COUNTY NOT LIABLE FOR DELAYS.

It is agreed that the County shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the County or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the County's reasonable control. The County shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

32.6. FORCE MAJEURE.

32.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

32.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

32.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the

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occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the County may terminate this Contract.

32.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

32.7. **SEVERABILITY.**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

32.8. **NO PUBLICITY.**

No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the County in any manner absent the written consent of the County.

32.9. **APPROVALS.**

All approvals or consents required under this Contract must be in writing.

32.10. **WAIVER.**

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

32.11. **SURVIVAL OF PROVISIONS.**

The following sections of this Contract shall survive the termination hereof:

Section 4.4 “Employment Taxes and Employee Benefits”

Section 16 “Representations and Warranties of Company”

Section 19 “Term and Termination of Contract”

Section 23 “County Ownership of Work Product”

Section 26 “Indemnification”

Section 28 “Confidential Information”

Section 29 “Insurance”

Section 32 “Notices and Principal Contacts”

Section 33 “Miscellaneous”

32.12. **CHANGE IN CONTROL.**

In the event of a change in “Control” of the Company (as defined below), the County shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the County within ten (10) days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the

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voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

32.13. **DRAFTERS PROTECTION.**

Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

32.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.**

The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

32.15. **CONFLICT OF INTEREST.**

The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under the Contract.

32.16. **NO BRIBERY.**

The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with the Contract.

32.17. **HARASSMENT.**

The Company agrees to make itself aware of and comply with the County's Harassment Policy. The County will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

32.18. **TRAVEL UPGRADES.**

The County has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the County: (a) the County will only pay coach/economy rate airline fares, and (b) the Company's invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the County is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.

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32.19. TAXES.

Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the County to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the County to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the County. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the County collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

Exhibit B – Confidentiality Statement

EXHIBIT B – CONFIDENTIALITY STATEMENT



MECKLENBURG COUNTY

Assessor's Office

Confidential Information Management Policy

The Confidential Information Management Policy consists of two parts: policy document and acknowledgement document.

Part I – Policy Document

Much of the information handled within the Assessor's Office (AO) is extremely sensitive and/or made confidential by law. Other information handled by the Office is not confidential, and in fact is public, as specified by law. All AO employees are expected to manage information correctly at all times.

It is important to note there are specific penalties for releasing or disclosing confidential information in a way that is not permitted by law or policy.

Just one incident of improper release or disclosure of confidential information exposes the AO and the employee to various legal risks, substantiated complaints, loss of public confidence, and media scrutiny. When an improper disclosure of information is complained of or is discovered, an investigation will be conducted by the immediate supervisor to determine what occurred and to evaluate the intent of the employee's action(s). If it is determined that an unintentional disclosure of information that violates law and/or AO policy has occurred, the following will apply:

First Occurrence: A conference between the employee and supervisor will be held. The supervisor will discuss with you your responsibility as an AO employee to adhere to the policy and a written reminder documenting actions taken will be placed in your departmental personnel file along with a copy placed in your County Human Resources Department personnel file.

Subsequent Occurrences: If the employee continues to release or disclose confidential information, progressive disciplinary action up to and including termination will be implemented according to Mecklenburg County policy.

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In the event the investigation establishes that the improper disclosure was as a result of intentional misconduct, the employee will be subject to disciplinary action up to and including termination without need for progressive steps.

It is important to note that the provisions of this policy do not supersede federal, state, and/or local laws. Consequently, depending on the circumstances of an improper disclosure, other actions may be taken (in accordance with law) to deal with improper disclosure of information.

AO employees are bound by both state and local law and AO policy to adhere to the strictest standards regarding the non disclosure of confidential information. It is imperative that one knows what information they have access to and what the conditions are for releasing that information.

AO employees must be aware that they can, at will, access confidential information. If the confidentiality of this information is compromised, the results can be detrimental to the AO, the customers we serve, and to the public whose trust we depend upon. Information that is incorrectly handled and/or disclosed will result in corrective action.

In order to avoid violations, it is the employee's responsibility to work with his/her supervisor to ensure compliance. Employees are encouraged to ask questions, request training, and take any action necessary to ensure a clear and updated knowledge of confidentiality laws and policies.

Part II: Acknowledgement Document

This Acknowledgment is made and effective on this date of _____,
_____ by and between the Assessor's Office, Mecklenburg County, and (*please print your name*) _____.

I acknowledge that taxpayer information, to include financial and/or income statements, rent rolls or other similar financial information ; such as tax returns, applications, depreciated schedules or schedule F's form income tax returns, written communication from legal counsel, and personal identifying information; such as name, address, telephone number, social security number, driver's license number, vehicle plate number, and vehicle identification number, that is provided on or by the in-house tax systems, tax bills, tax returns, etc., are confidential and not available as public record. Taxpayer's name, address, and tax status are also protected information for those who are in the gross receipts tax programs. Much of the information submitted by taxpayers or prepared by taxpayers may be disclosed or made available to any person employed by the Assessor's Office directly involved in the preparation of the documents, and that those persons will be strictly prohibited from disclosing or making such information available to any other person or entity.

Disclosure of taxpayer's financial and/or income statements, rent rolls or other similar financial information ; such as tax returns, applications, depreciated schedules or schedule F's form income tax returns, is a Class 1 misdemeanor punishable by imprisonment up to 45 days, a fine at the court's discretion, and dismissal from eligible

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employment with Mecklenburg County for 5 years. Disclosure of taxpayer's personal information; such as their name, address, telephone number, driver's license number, vehicle plate number, and vehicle identification number, is punishable by imprisonment up to 5 years, a fine up to \$5,000, and dismissal from eligible employment with Mecklenburg County for 5 years. Disclosure of a taxpayer's social security number is a misdemeanor and punishable by a fine up to \$5,000, and dismissal from eligible employment with Mecklenburg County for 5 years.

I have been supplied with, reviewed, and understand the provisions of N.C.S. 105-259, N.C.G.S. 153A-148.1, N.C.G.S. 20-43.1, 5 U.S.C. § 552a (Privacy Act of 1974), and Chapter 123, Section 2721- 2725 of the U.S. Code (Driver's Privacy Protection Act) and will abide by those provisions.

AO Employees:

I, *(please print your name)* _____ acknowledge that I have read and understand the information provided in this document and the intent is to ensure all AO employees are aware of the confidentiality laws that are administered.

Name (Print):

Signature:

Date:

Contractors, Vendors, and other County Employees:

I, *(please print your name and organization)* _____ from _____ organization acknowledge that I have read and understand the information provided in this document and the intent is to ensure all AO partners and vendors are aware of the confidentiality laws that are administered.

Name (Print):

Signature:

Date:
