To: Parties Interested In RFP2017-19
From: Cindy Clack
Date: 6/7/2017
Re: RFP2017-19 Energy Conservation Services

RFP2017-19 is attached for your consideration. Anyone accessing this Request for Proposal from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

Please insure proposals are submitted exactly as specified in the RFP. If you have any questions, please submit them in writing as called for in the RFP.

Thank you.
REQUEST FOR PROPOSALS
RFP2017-19

ENERGY CONSERVATION SERVICES

BARROW COUNTY, GEORGIA
JUNE 7, 2017

DATE OF OPENING: JUNE 29, 2017
REQUEST FOR PROPOSALS

ENERGY CONSERVATION SERVICES
BARROW COUNTY BOARD OF COMMISSIONERS

Date: June 7, 2017

PURPOSE: The purpose of this request is to provide interested Offerors with sufficient information to enable them to submit a uniform proposal for the County’s review for Energy Conservation Services (hereafter called “project”) as required by the Barrow County Board of Commissioners, and to set forth a systematic method that will be fair and impartial to all parties concerned in order to generate responses that can be equally evaluated by the County. This proposal will be governed by the Barrow County Purchasing Policy.

General Terms and Conditions

1. PREPARATION OF THE PROPOSAL

1.1. Proposals must be submitted as called for in the Request for Proposal (RFP). Proposal must be submitted in a sealed envelope, addressed to the County (see address below under paragraph 3 Submission of Proposals). Each sealed envelope containing a proposal must be plainly marked on the outside with “RFP2017-19 Energy Conservation Services”. If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and must be plainly marked with “RFP2017-19 Energy Conservation Services”. The County will not be responsible for late mail deliveries and no proposal will be accepted if received after the time stipulated by this RFP. No proposal may be withdrawn or modified in any way after the deadline for RFP opening. FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE PROPOSAL.

1.2. Offeror is instructed to carefully read all terms, conditions, and specifications as set forth in the RFP. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on any proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal will be rejected by Barrow County. Each Offeror is required to furnish all information requested in the RFP.

1.3. Each Offeror is responsible for having knowledge and understanding of all applicable State of Georgia Code and Barrow County policies or procedures pertaining to Barrow County procurement.

1.4. Conditional RFPs – Proposals that in any way qualify or vary the terms and conditions specifications of this RFP may be considered non-responsive and disqualified from consideration of award.

2. COMMUNICATION WITH BARROW COUNTY STAFF

2.1. Proposing Offerors, or their representatives or agents, shall not contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official regarding this RFP, proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is
announced. **Questions relating to this RFP must be submitted in writing** to: Cindy Clack, Senior Buyer (email: cclack@barrowga.org). **Deadline for questions is June 21, 2017 at 12:00pm.** All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.

2.2. It is the Offeror’s responsibility to check the Barrow County website (www.barrowga.org) for any addenda, responses to Offeror questions, or other communications, which may be necessary during the solicitation period.

2.3. There will be NO pre-proposal conference; however you may request a site visit by emailing your request to Cindy Clack, Senior Buyer (email: cclack@barrowga.org) by June 15, 2017 at 5:00 p.m.. All site visits must be scheduled and completed by June 20, 2017 at 5:00 p.m.. NO site visits will be permitted after June 20, 2017 at 5:00 p.m.

3. **SUBMISSION OF PROPOSALS**

3.1. Sealed proposals will be accepted in the Clerk's Office no later than **12:00 pm (noon), Thursday, June 29, 2017**. Proposals will be opened in the Second Floor Commission Meeting Room at the below address at 2:00 p.m. on Thursday, June 29, 2017. All proposals will be evaluated and the project will be awarded, if it is awarded, within sixty (60) days from the date of the proposal opening.

**PROPOSALS SHALL BE SUBMITTED TO:**
Barrow County Board of Commissioners
c/o Danielle Austin, County Clerk’s Office
30 North Broad Street
Winder, Georgia 30680
Tel: 770-307-3005

3.2. An original (un-bound) and four (4) copies of the RFP response **must be submitted**.

3.3. Telephone, facsimile, or e-mail proposals will not be accepted. Barrow County cannot and will not be responsible for tardiness of receipt due to delivery delays.

3.4. Verify your proposal before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer of employee must sign the RFP and all obligations by such signature must be fulfilled.

4. **SPECIFICATIONS**

4.1. Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of catalogs or printed descriptions will not relieve the Offeror of this requirement. Barrow County shall determine in its sole discretion whether substitutions or modification of the requested specifications are comparable to those contained within the RFP. If Barrow County determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.

4.2. An Offeror’s failure to deliver any items/services according to the specification set forth in their RFP may result in cancellation of the purchase and permanent removal from the authorized Offeror
list. If any items do not meet these specifications, the items will be picked up at the Offeror’s expense and removed from Barrow County’s property at the sole cost of the Offeror.

4.3. **For Goods** – Unless specified otherwise, manufactures listed, in the RFP is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. Barrow County will be the sole determiner as to whether the substituted item is approved as an alternative.

4.4. If awarded brand/model is discontinued during the award period, the awarded Offeror, may offer a replacement item. The replacement brand/model must meet or exceed the minimum specifications as listed in the RFP document as well as current industry standards. Replacement units must be made available to Barrow County for review and approval prior to the end of life of the awarded model. Barrow County reserves the right to accept or reject the replacement item.

4.5. All products and materials furnished must comply with all applicable federal, state, and local laws, codes, and regulations.

5. **PRICES QUOTED**

5.1. Prices must remain firm for the entire contract period unless specified otherwise in the Special Terms and Conditions. Barrow County reserves the option to renew this RFP annually if agreeable to both the successful Offeror and Barrow County utilizing the original terms pricing and/or service.

5.2. Quantities/amounts shown on the RFP are estimates. Offerors are advised that the actual number purchased/required may vary from those on the proposal, depending upon the needs of Barrow County and the availability of funds.

5.3. Proposals that contain minimum order amounts will not be accepted unless called for in Special Terms and Conditions.

5.4. Pricing must be submitted with the Proposal as requested without condition unless called for in the Special Terms and Conditions.

6. **SAMPLES**

6.1. When required, samples must be furnished at the Offeror’s expense.

6.2. Samples not used or destroyed in testing will be returned to the Offeror at the Offeror’s request and at the Offeror’s expense. If the Offeror does not arrange for pick-up of the samples as defined in the Special Terms and Conditions, samples will become property of Barrow County.

7. **AWARDS**

7.1. Proposals will be reviewed and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. *Barrow County reserves the right to reject any or all proposals submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting proposals.* The County, in its sole discretion, also reserves the right to waive any formalities or technicalities relative to any or all proposals. Where two or more companies are deemed equal, the County reserves the right to make the award to one of the companies. At the County’s discretion, presentations may be requested as part of
7.2. Award will be made to the Offeror most qualified and whose proposal is determined in writing to be the most advantageous to the owner to develop energy solutions that provide maximum benefit to Barrow County as outlined in the evaluation criteria included in this solicitation. Award of proposal will be in the best interest of Barrow County.

7.3. A determination of competitive range may be made after the initial submission of proposal and after any additional revisions. Offerors not in the competitive range of being selected for award shall be eliminated from further discussion.

7.4. During the evaluation phase, discussions may be conducted with offerors who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals.

7.5. Purchases by Barrow County are not subject to Federal Excise Tax or State and Local Tax. No taxes should be included in this RFP.

7.6. Upon award of this Energy Conservation Services contract to a successful Offeror, and following the County’s review of the resulting investment grade energy audit to be conducted and presented by such Offeror, the County will thereafter decide, in its sole discretion, the extent to which it may accept the recommended improvements and modifications to its facilities. Should the County decide to move forward with any of the recommended improvements or modifications to its facilities, the County will negotiate a Guaranteed Energy Savings Performance Contract with the successful Offeror detailing the scope of such modification and/or improvement.

8. CONTRACT

8.1. THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THIS PROPOSAL IN ITS ENTIRETY (This RFP and Proposal received will be considered part of the contract documents).

8.2. Failure to observe any of the general or special terms of this contract may constitute for rejection of award and removal from the bidders list.

8.3. Unless otherwise stated in the Special Terms and Conditions, Barrow County requires that all process quoted will be firm for twelve (12) months from the date of the contract.

8.4. By signing the contract with the County, the Offeror confirms responsibility as an authorized agent to sell, distribute, and install all products or services as proposed. In addition, Offeror confirms its ability and responsibility to provide all manufacturer warranties for any goods or equipment proposed. This includes additional warranty items that may be included in the Special Terms and Conditions.

8.5. Authority – Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that person as duly authorized to enter into this contract on behalf of such party.
8.6. **Choice of Law and Venue** – The Laws of the State of Georgia shall govern this contract in all respects. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Barrow County, Georgia.

8.7. **Entirety of Contract** – All documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between Barrow County and the Offeror and contain the entire agreement between the parties and superseded all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the RFP response by the Offeror conflicts with the language of the RFP, the language of the RFP shall govern and control for all purpose, unless consented and agreed to by Barrow County in writing.

8.8. Barrow County reserves the right to review and accept or deny requests from price changes due to extenuating circumstances in the economy, market place, or acts of God. This option will only be exercised if it is deemed in the best interest of Barrow County.

9. **SHIPPING**

9.1. All prices are to include delivery to the location(s) specified in the Proposal of the Purchase Order. All delivery for goods must be Free on Board (FOB destination), unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by Barrow County.

9.2. In the event of damage, shortage, or other loss resulting from shipment to any Barrow County facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between the Offeror and the carrier.

9.3. Barrow County reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same Offeror and/or permanently remove from the Offeror list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by Barrow County.

10. **INVOICING**

10.1. Payment will be made by Barrow County after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the Barrow County authorized representative.

10.2. All accounts are paid on a current basis. Best effort will be made by Barrow County to take any discounts offered; however, cash discounts will not factor into price consideration for award of contract. Time will be computed from delivery (date of Barrow County signature) at the destination or from the date a correct invoice is received, if later than the date of delivery.

10.3. Invoicing Procedure – Invoices must be original. Copies or facsimiles are not acceptable. Invoices must not be altered in any way from the original by handwriting or machine. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and Barrow County purchase order number. Invoices are paid net thirty (30) days from date of invoice.

11. **ASSIGNMENT, DELEGATION, OR SUBCONTRACT** – Except as may be specifically permitted by the RFP, the Offeror shall not assign, delegate, subcontract, or otherwise permit anyone other than the Offeror’s personnel to perform any of the work required under this Contract, or assign any of its rights or
obligations hereunder, without written consent of Barrow County, which consent may be withheld at its sole discretion.

12. INDEMNIFICATION – The successful Offeror shall be liable for any injury, damage or loss occasioned by negligence or omission of the successful Offeror, its agents, or any other person the successful Offeror has designated to visit Barrow County property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract.

13. TERMINATION – If Barrow County or the successful Offeror(s) wish to cancel this contract, written notice of thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. Barrow County reserves the right to terminate without warning in the event of critical and/or material breach of contract.

14. ADDENDUM – Any addendum or addenda issued in writing during the time of solicitation will be incorporated in the subsequent contract. The Offeror is responsible for frequently checking Barrow County’s website during the solicitation period for any potential addendums.

15. SPECIAL TERMS AND CONDITIONS – Should the General Terms and Conditions conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.
SPECIAL TERMS AND CONDITIONS

1. PURPOSE AND OBJECTIVE

1.1. Purpose – The Barrow County Board of Commissioners is accepting proposals from qualified energy services providers, or Energy Services Companies (hereinafter “ESCO”) for Energy Conservation Services (ECS) per the specifications of this document, all applicable federal, state, and local laws, and in accordance with industry “best practices”. All proposals, and resulting contracts, must comply with the “Guaranteed Energy Savings Performance Contracting Act” (See O.C.G.A. §50-37-1 et seq.) The goal is the implementation of potential energy savings projects at Barrow County Detention Center Complex, Sheriff’s Complex, Winder Library, Senior Center, Recreation Building/Multipurpose Facility, and Animal Control (see addresses and square footages listed below) as deemed cost feasible and cost effective by Barrow County.

- Detention Center 652 Barrow Park Drive 126,075
- Sheriff’s Complex
  a. Sheriff’s Administration 233 East Broad Street 33,720
  b. Sheriff Crime Scene Investigation Dept. (CID) 233 East Broad Street 12,244
- Winder Library 189 Bellview Street 16,000
- Senior Center 80 Lee Street 6,500
- Recreation Building/Multipurpose Facility 175 Second Street 22,000
- Animal Control 616 Barrow Park Drive 12,000

Total 228,539

1.2 Objective - The objective of this solicitation is to identify the organization whose proposal is determined in writing to be the most advantageous to Barrow County (hereinafter sometimes referred to as the “Owner”) to develop energy efficient solutions that provide the maximum benefit to Barrow County. Throughout this process, the firm must prove the ability to perform all engineering, design, bidding, project management, verification of energy savings, audit, and arrangement of financing (if applicable) for the project.

Before executing the guaranteed energy savings performance contract, the selected firm shall provide Barrow County with a comprehensive investment grade energy audit report which shall include a detailed description of the improvements recommended, the estimated costs of the improvements, and the utility and operation and maintenance cost savings projected from the recommended improvements. Specifically, the energy audit report shall include estimates of all costs of installation, maintenance, repairs, and debt service and estimates of the amounts by which energy or operating costs will be reduced. The Report shall also include a detailed economic analysis of the project’s performance over the life of the contract term, to include completion of stamped engineering drawings for approval by the State of Georgia, development of Bid packages, award consultation, project management, and training on installed equipment/systems, quantifiable measurement, and verification of energy savings. The selected firm will have up to seventy-five (75) days from the date the Contract Agreement is executed by the County to complete the investment grade energy audit
1.3 Responsibility of Energy Services Company (ESCO) After Award – The selected firm will be responsible for performing a Comprehensive Investment Grade Energy Audit of the facilities and/or systems identified by Barrow County.

1.3.1 ECSO shall gather and analyze all necessary utility information on each facility. The ECSO shall conduct an on-site survey of the facilities and shall interview appropriate personnel to learn the operating characteristics of the facility and the existing equipment/systems therein.

1.3.2 The Energy Audit Report shall present an analysis of the ECSO’s proposed energy conservation measures for each building. The report shall detail the proposed methodology for the calculation of baseline energy use and at a minimum, a description of physical conditions, equipment counts, nameplate data, and control strategies for operating Barrow County facilities.

1.3.3 An energy baseline will be agreed upon by Barrow County and the ECSO. The ECSO must present how the baseline is derived and define under what conditions it will be adjusted.

1.3.4 For each measure recommended, the Energy Audit Report shall provide a description to include:

1.3.4.1 Total implementation cost for each measure.

1.3.4.2 Equipment counts (total and itemized per location).

1.3.4.3 Performance characteristics and energy level of the equipment comprising the proposed measure, installation and maintenance costs, life cycle costs, and projected annual energy savings.

1.3.4.4 Projected energy savings calculations must specifically account for energy savings on and off peak, any demand savings and the interaction between recommended measures.

1.3.5 Audit Report shall include an executive summary, which lists all proposed energy conservation measures with the implementation cost and estimated energy savings.

1.3.6 Guaranteed Savings –

1.3.6.1 Final proposal must include a guaranteed savings clause, including the actual guarantee and remedy in the event the guarantee is not met.

1.3.6.2 Additional savings shall belong solely to the Owner in the event the actual savings exceed guaranteed estimates.

1.3.6.3 Barrow County reserves the right to negotiate the terms of the remedy if not satisfactory.
1.3.7 Barrow County reserves the right to accept all, some, or none of the solutions offered. Barrow County will be the sole determinate of cost benefit to any proposed solution.

1.3.8 Financing – If financing is required, all financing options including “lease purchase” shall conform to all applicable Georgia Codes. Your analysis shall include a “pay-back” schedule outlining the cost and savings for each energy conservation measure.

1.3.9 Payment – Barrow County may, at its discretion, forgo financing and purchase some or all of the equipment/services outright through alternative funding sources. Barrow County may use funds designated for operating, utilities, or capital expenditures for any guaranteed energy savings performance contract, including, without limitation, for purchases on an installment payment or lease purchase basis.

1.3.10 Audit Cost – Offeror must provide firm price to conduct the audit as specified herein. Price shall include an itemized breakdown of rates and charges to ensure that actual work performed complies with the offer. Actual audit must include verification of work performed with the understanding that Barrow County may seek relief if actual work performed does not meet estimates.

1.3.11 Commencement of Work – Barrow County will be the sole determinant to proceed with work beyond the “audit” phase and may consider any combination of criteria, including cost, methodology, terms and conditions, or any factor determined by the Owner. Barrow County may elect to implement the energy conservation measures in one or more phases with the selected qualified energy services provider.

2 BASIC RFP AND CONTRACT GUIDELINES AND REQUIREMENTS

2.1 Evaluation – Award will be made based upon the evaluation criteria published in this RFP.

2.2 Award Period – Awarded contract will be valid until project completion and final sign-off by Barrow County Board of Commissioners.

2.3 Prevention of Conflict of Interest – To reduce the possibility of a conflict of interest, the ECSO selected shall not be eligible to participate (to bid) on any projects under this program or supply any proprietary material for the project unless specified by Barrow County.

2.4 Clarification – Barrow County may seek written clarification at any point during the evaluation process. Offeror is responsible to provide information to the best of their ability within the format and time parameters provided by evaluation committee.

2.5 Presentation/Meetings/Demonstrations – Barrow County, at its sole discretion may invite finalists for a verbal presentation, meeting, and/or conference call. Barrow County reserves the right to use any information obtained from Offeror’s presentations in any part of the evaluation process.

2.6 Best and Final Offer (BAFO) – Barrow County may request a best and final offer from finalist if applicable.

2.7 Terms and Conditions – Barrow County expects the terms and conditions of this RFP, and all
Barrow County related documents, to be the prevailing contract terms. If you request separate contract documentation to be incorporated into this contract, please provide with your initial submission. However, please know that any document that materially alters the terms and conditions of this agreement or place an undue burden on Barrow County may be deemed non-responsive and removed from consideration. Agreement to Barrow County terms and conditions may be a primary factor in award selection; thus, any contract language that you request MUST be provided with initial response, as it will not be possible to supplement contract language later. Certain required contract provisions are as follows:

2.7.1 The agreement may provide that all payments, except obligations on termination of the contract before its scheduled expiration, shall be made over a period of time.

2.7.2 The agreement shall require the energy performance contractor to provide the County with an annual reconciliation of the guaranteed energy cost savings.

2.7.3 The energy performance contractor shall be liable for any annual savings shortfall which may occur.

2.7.4 In the event that such reconciliation reveals an excess in annual energy cost savings, such excess savings shall not be used to cover potential energy cost savings shortages in subsequent contract years.

2.7.5 The guaranteed energy savings performance contract shall be for a firm fixed price.

2.7.6 The guaranteed energy savings performance contract shall include a written guarantee that energy, water, waste-water, or operating cost savings or revenue increases will meet or exceed the cost of the energy conservation measures to be evaluates, recommended, designed, implemented, or installed under the contract within a 20-year period from the date of final acceptance of installation or implementation.

2.7.7 Calculation of the energy, water, waste-water, or operating cost savings or revenue increases may take into account rebates, grants, incentives, or similar payments available under published programs which are reasonably anticipated to be received by the County as a direct result of the work performed by the qualified energy services provider even though such payments may not be included in the qualified energy services provider’s contractual agreement.

2.7.8 Escalations and other financial considerations assumed in savings calculations shall be defined in the contract if they are included in the savings calculations and are required to meet the payback criteria and life cycle analysis.

2.7.9 Performance guarantees with stipulated savings that have been measured in accordance with the International Performance Measurement and Verification Protocol or other recognized and documented industry engineering standard are allowable and shall be explicitly stated in the contract.

2.7.10 The County may enter into a third-party installment payment or lease purchase
agreement to finance the costs associated with the guaranteed energy savings performance contract and any related hazardous materials abatement. The installment payment or lease purchase agreement may provide for payments over a period of time not to exceed 20 years.

2.7.11 An improvement that is not causally connected to an energy conservation measure may be included in a guaranteed energy savings performance contract if:

2.7.11.1 The total value of the improvement does not exceed 15 percent of the total value of the guaranteed energy savings performance contract; and

2.7.11.2 Either:

2.7.11.2.1 The improvement is necessary to conform to a law, a rule, or an ordinance; or

2.7.11.2.2 An analysis within the guaranteed energy savings performance contract demonstrates that there is an economic advantage to the County implementing an improvement as part of the guaranteed energy savings performance contract, and the savings justification for the improvement is documented by industry engineering standards.

2.7.12 A facility alteration which includes expenditures that are required to properly implement other energy conservation measures may be included as part of a guaranteed energy savings performance contract without being included in the savings guarantee. In such case, notwithstanding any other provision of law, the installation of these additional measures may be supervised by the contractor performing the guaranteed energy savings performance contract.

2.7.13 The guaranteed energy savings performance contract shall include an agreement for the provision of measurement and verification services to be paid for from the energy and operational cost savings generated by the project for the term of the contract. It may include maintenance services for the measures installed under the contract. The measurement and verification services shall be performed in accordance with industry standard methods for measuring and verifying savings and equipment performance. Savings which are stipulated shall be specifically noted as such in the guaranteed energy savings performance contract.

2.7.14 Upon execution of a guaranteed energy savings performance contract that reduces the County’s annual electric usage by more than 100 megawatt hours, the County shall provide written notice to its utility providers describing the energy conservation measures to be installed.

2.8 O.C.G.A. § 13-10-91 – Contractor must comply with all relevant codes pertaining to O.C.G.A § 13-10-91 including the submission of Contractor’s Affidavit regarding compliance with E-Verify as included in this solicitation. Specifically, the Contractor’s Affidavit must be
completed and submitted to the County with the proposal by the proposal due date or the proposal will be deemed non-responsive and rejected.

2.9 **Bonding and Insurance** – The ECSO shall be responsible and provide a certificate of insurance evidencing specific levels of insurance, together with applicable bonding in compliance with State law regarding this type of work. All required bonding must be secured before any work under the guaranteed energy savings performance contract begins.

**Insurance**

A. **Owners’ Protective Liability:**
   - Bodily Injury
     a. Each Occurrence: $1,000,000
     b. Aggregate $2,000,000

B. **Contractor Protective and Public Liability:**
   - Occurrence Basis:
     a. General Aggregate: $2,000,000
     b. Product and Completed Ops Aggregate $2,000,000
     c. Persons and Adv. Injury $1,000,000
     d. Each Occurrence $1,000,000
     e. Fire Damage (one fire) $50,000
     f. Medical Expenses (one person) $5,000

C. **Contractual Liability Insurance (Hold Harmless):**
   - Bodily Injury:
     a. Each Occurrence $1,000,000
   - Property Damage:
     a. Each Occurrence $1,000,000
     b. Aggregate $1,000,000

D. **Comprehensive Auto**
   - a. Combined Single Limit: $1,000,000

E. **Excess Liability:**
   - a. Each Occurrence $1,000,000
   - b. Aggregate $1,000,000

F. **Workers Compensation and Employers Liability:**
   - Limits: Statutory Limits, but not less than:
     a. Each Accident $1,000,000
     b. Disease Policy Limit $500,000
     c. Disease (each employee) $100,000

G. Products and complete operations shall be maintained for a minimum period of two years after final payment.

H. Property Damage Liability insurance shall include coverage for the following hazards:
   - a. Explosion
   - b. Collapse
   - c. Underground
Performance and Payment Bonds – The successful bidder shall be required to furnish a bond for the faithful performance of the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in the amount equal to 100% of the Contract price. Both bonds shall be issued by a Corporate Surety authorized to do business with the State of Georgia. Only Barrow County bond forms will be accepted.

2.10 Owner’s Rights – Barrow County reserves the right to reject any or all proposals at its sole discretion.

2.11 Disclaimer of Documents – All respondents are hereby informed that any document(s) submitted in response to this solicitation shall become the sole property of Barrow County. Applicable Open Records laws shall apply, but details of the submittals will remain confidential until the project is awarded or closed.

2.12 Nondiscrimination Provision – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, ESCO agrees that, during performance of this Agreement, ESCO, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, ESCO agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under the Agreement.

3 PROPOSAL EVALUATION

3.1 Organization and Completeness of Proposal – Proposal must provide straightforward, concise proof of respondent’s capabilities to satisfy RFP requirements. For ease of review, responses must be organized in the exact same order as the RFP or as stipulated in the RFP. Each section should be labeled and any additional documents provide by Offeror must reference the appropriate section of the RFP. All requested information must be included and all forms completed in entirety. Any proposals that do not include all required information may be considered non-responsive and disqualified.

3.2 Evaluation Procedures – Review of Proposals – A committee will evaluate the proposal responses based on qualifications, relevant experience, responsiveness of Offeror, as well as the estimated cost. Cost will not be the sole determining factor in the award. Factors included in selecting the most qualified ESCO for award of the guaranteed energy savings performance contract shall include the experience of the provider, quality of the project approach, type of technology employed by the provider, and overall benefits to the County.
3.3 **Evaluation Criteria** – The selection of Energy Savings Contract will be based on the review of several key elements in the proposals submitted.

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<td>2</td>
<td>Scope of Work (SOW)/Methodologies (All elements of Section 4.2)</td>
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</table>

4 **SPECIFICATIONS AND SCOPE OF WORK**

*This section stipulates that elements of the RFP under evaluation. Please remember that your proposal will be evaluated for content, thoroughness, and clarity of response to all criteria requested in this proposal. Respond precisely and concisely to each and all specific questions and/or topics by providing requested information on separate pages, clearly labeled response (i.e., 4.1). Barrow County is not responsible for locating data included in your response that is not properly identified as instructed.*

4.1 **Contractor Qualifications**

4.1.1 **Cover Letter** – Contractor shall provide a cover letter summarizing both their organization and their offer.

4.1.2 **Firm Data**

4.1.2.1 Basic Company Information including company ownership

4.1.2.2 Firm name, Address, Phone, Fax, Key email addresses

4.1.2.3 Primary Contact Name and Information

4.1.2.4 Number of Years in business/Number of Years in ECSO business

4.1.2.5 State of Incorporation

4.1.2.6 Applicable Licenses and Certificates

4.1.3 **Firm History** – Describe the history of your firm, specifically as it relates to the work to be performed under this contract. Information shall include background and history of your firm’s executive management. Do not overview any elements of your structure that are not directly involved in the energy services business.

4.1.4 **Team Personnel** – Provide information about the firm’s personnel resources, including classification and number of employees as follows: Identify all individuals that will directly and materially be involved in any aspect of the audit, analysis, bidding/procurement, contract management, and construction management phases of this contract. Provide resumes of the key project personnel including education, energy business education, work experience, experience with energy solutions, and project experience.
conversation business, and any other relevant information detailing their responsibility within the scope of this contract. In addition, please highlight the projects that each individual has worked on in the State of Georgia with the same or similar SOW as the work to be performed herein.

4.1.5 Qualification Statement – Each firm shall provide a detailed statement of qualification highlighting the ability to perform the work prescribed.

4.1.6 Letters of Reference – In addition to the information cited in 4.1.7, respondent shall also include a minimum of three (3) letters of recommendation representative of school and institutional projects.

4.1.7 Experience in Local Government and Institution Projects – Firm shall demonstrate experience in the design and management of local government projects and/or institutional projects, preferably in Georgia. Provide the following information for five (3) local government projects.

4.1.7.1 Name of Local Government or Institution

4.1.7.2 Contract Name/Title of Contact Information

4.1.7.3 Guaranteed Maximum Price

4.1.7.4 Annual Energy Savings identified in the audit/design phase

4.1.7.5 Actual Energy Savings achieved and documented

4.1.7.6 Project Scope of Work

4.1.7.7 Description and Dollar Value of change orders (if applicable)

4.1.8 Legal – Submit a summary list of all litigation, arbitration, and mediations over the past seven years. Indicate specific outcome(s), especially for any energy related and/or operational savings shortfalls.

4.1.9 Meter Consolidation Experience – ECSO shall demonstrate the ability to consolidate utility meters as a cost reduction strategy. Please provide examples detailing the engineering, design and results of combining meters on school and institutional projects.

4.1.10 Financial Information – Provide an audited financial statement, balance sheet, and income statement for the responding ECSO (paper or CD/Flash drive). In addition, provide:

4.1.10.1 A compliance letter from your firm’s bonding company showing consent to provide all appropriate bonds for your services as an ECSO.

4.1.10.2 Indicate the firm’s maximum bonding capacity and the amount of bonding capacity currently used.
4.1.10.3 Indicate the total value of contracts currently under construction.

4.1.11 Ability to Finance – Firms shall provide experience in funding similar projects for School Systems within the State of Georgia. Please provide:

4.1.11.1 Approach to providing financing for this scope of work

4.1.11.2 Experience with leasing for various institutional clients

4.1.11.3 Amount financed for other similar institutional clients

4.2 Scope of Work – Contractor must include with proposal response a written Scope of Work (SOW) detailing the contractors plan to implement, service, and manage this contract in accordance with Barrow County specifications, relevant laws, and industry “best practices”

4.2.1 Audit Methodology – Please describe, in detail, the audit methodology to me employed for the project specified. Information shall include, but not limited to, planning, manpower, time involved, documentation procedures, technology employed, and reporting and analysis.

4.2.2 Design Methodology – Please describe, in detail, the design methodology to be employed from transferring the subjective analytical data into an objective and measureable system design. Please provide an example.

4.2.3 Bidding Methodology – Please describe, in detail, the bidding methodology to be employed to ensure the optimum value to Barrow County (with value defined as a relationship between cost and quality). Information shall include, but not limited to, bidding documents, advertisement, assurance of competition, assurance of conflict of interest, assurance of compliance with applicable Federal, State, and Local regulations governing procurement of related items, and assurance of “best practice” solicitation procedures.

4.2.4 Reporting Methodology – Please describe, in detail, the methodology in which the firm will report and present the audit, design, and bid findings to Barrow County. Respondent shall include a sample report representative of what Barrow County would receive at this stage of the contract.

4.2.5 Construction Management Methodology – Please describe your methodology for contracting and overseeing the “construction” requirements of this contract. This shall include planning, coordination, installation, warranty, and occupant involvement.

4.2.6 Methodology for Measurement and Verification – Please detail procedures, formulas, and methodologies your firm will employ to measure, calculate, document, and guarantee energy savings for this project.

4.2.7 Contract Management Methodology – Please detail your methodology for general oversight of the contract from award, through all phases until final completion. Information shall detail the people and processes to be employed to ensure
effective and efficient management of all contract related items (audit, design, bidding, financing, construction, close-out, etc.) Please highlight how your staff will interface with Barrow County personnel during all phases of the project.

4.2.8 Financial Methodology – Please detail your methodology for the following elements of the contract related to the financial aspects of this project:

4.2.8.1 Financing/Leasing (should Barrow County choose to finance)

4.2.8.2 Transparency of Financial Records related to cost, savings, etc.

4.2.8.3 Financial Reporting

4.2.8.4 Invoicing Procedures – Including sample invoices

4.2.9 Time Lines – Please discuss typical time lines for a project of this size/scope (including examples). While Barrow County understands that there are numerous variables associated with this topic, respondent should answer “time” related questions to a standard of “most likely” given unforeseen issues or changes outside of our control.

4.2.10 Priority of Work – Barrow County and ECSO to determine priority of work; however, ECSO is informed that most work will be prioritized to complete the Barrow County Courthouse and Detention Center Complex first.

4.3 Cost – Contractor must include with proposal response all “cost” related information in accordance with Barrow County specifications, relevant laws, and industry “best practices”

4.3.1 Pricing Methodology – Please provide a detailed overview of your firm’s pricing structure to be used for this project. This detail should include all markup structures associated for the Guaranteed Maximum (GMP). Respondent shall also include information specific to your pricing structure for the investment grade audit. Any and all cost consideration associated with this contract should be disclosed at this phase including design, freight, handling, etc.

4.3.2 Fees and Expenses – Offeror must disclose all fees and expenses prior to contract and should provide “open book” including the explicit application of fees and costs. Barrow County should be able to discern beforehand and audit afterwards, all fees and expenses based upon costs proposed within this RFP.

4.3.3 Change Orders – Please define the process for change orders during the life of the contract. This must include the constitution of a change order, as well as, cost implications and pricing structure.

4.4 Value Added – Please provide on a separate page and labeled, any unique elements of your offer not already specified or proposed that you believe will bring value to this contract. Barrow County is sole determinant of the validity of the value to Barrow County.
THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.

**CONTRACT AGREEMENT**

Offeror has carefully examined and fully understands the General and Special Terms and Conditions and related solicitation documents regarding the provision of Energy Conservation Services to Barrow County (**RFP2017-19: Energy Conservation Services**). By signing this Contract Agreement, Offeror does hereby agree to all such terms and conditions. Additionally, Offeror agrees that all solicitation documents for RFP 2017-19, including any issued addenda, and Offeror’s response thereto, are hereby incorporated into this Contract Agreement.

Withdrawals, cancellations, etc., will not be accepted unless a Barrow County purchasing representative gives authorization. In the event Offeror fails to comply, it may be removed from the Offerors’ list.

By submitting this Proposal, Offeror agrees to waive any claims it has or may have against the Owner, its elected officials, employees, agents, members, representatives and legal counsel arising out of: the administration, evaluation, recommendation or selection of any proposal or qualifications; any representations under the proposal or demands; acceptance or rejection of any proposal, qualification or award of a contract.

Signing the Contract Agreement affirms that the original RFP documents have not been altered in any way.

<table>
<thead>
<tr>
<th>Company Name (“Offeror”)</th>
<th>Representative’s Signature and Title (Must be signed in ink)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Representative’s Name (Please type or print)</td>
</tr>
<tr>
<td>City, State, and Zip Code</td>
<td>E-Mail Address</td>
</tr>
<tr>
<td>Date</td>
<td>Telephone Number and Extension</td>
</tr>
<tr>
<td>Terms (If payment terms are not indicated, will be determined to be net 30 days)</td>
<td>Fax Number</td>
</tr>
</tbody>
</table>
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
(Must be submitted with your RFP submittal)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (Barrow County Board of Commissioners) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (4-7 Digits, no letters)

Date of Authorization (of E-Verify authorization)

Name of Contractor

Name of Project/Contract Number/Purchase Order Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on______,____, 20____ in_____(city),_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF ___________,_______.

NOTARY PUBLIC

My Commission Expires:
RFP2017-19 Energy Conservation Services
Contractor Qualification Statement

Questionnaire information will be utilized in the evaluation of this proposal. Offerors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed “non-responsive” and eliminated from consideration. This form must be included with your RFP submittal.

Legal Company Name: __________________________________________________________________________

Years in Energy Conservation Business

Is your company currently licensed to contract construction related activities in the State of GA? __________

# of Permanent Employees: _____________________________________________________________________

# of Employees Assigned to Barrow County Board of Commissioners for this Contract:____________________

How many Comparable Contracts do you currently have in Georgia?_________________________________

How many of these Contracts are: Government ____________________________

K-12 Education__________________________

Where is the location of your nearest service facility? __________________________________________________

Please provide location and # miles from Winder, GA? _________________________________________________

Have you ever refused to sign a contract at your original bid?  (Explain if yes) ______________
______________________________________________________________________________________________

Has your company ever failed to comply with any contract awarded? (Explain if yes)?____________________
______________________________________________________________________________________________

Has your company ever lost a contract to any government entity based on poor performance or breach of contract?
(Explain if yes)_________________________________________________________________________________
______________________________________________________________________________________________

Is your company currently suspended or debarred from any government entity? (Explain if yes) ________________
______________________________________________________________________________________________
______________________________________________________________________________________________

Are there any judgments, claims, legal proceeding or law suits pending or outstanding against your company of any of its officers (Explain if yes) _____________________________________________________________________
______________________________________________________________________________________________

Is your company currently in bankruptcy proceedings or has it filed for bankruptcy in the past five years?________
(If Yes, please explain) __________________________________________________________________________
______________________________________________________________________________________________

Please provide the name, title, contact information, and qualifications of person primarily responsible for the day- to-
day management of this contract (Project Manager) ____________________________________________________

Have you ever had an energy savings guarantee shortfall? (If yes, please detail on a separate page) __________
______________________________________________________________________________________________

Please list any additional certifications, awards or recognitions that you feel would benefit Barrow County Board of Commissioners in the award and execution of this contract:
______________________________________________________________________________________________
______________________________________________________________________________________________
ESCO FEE PROPOSAL FORM
(Must be submitted with your RFP submittal)

ESCO NAME: ______________________________

ESCO shall state the cost of the Investment Grade Audit (IGA) based on the facilities described on Page 8, Section 1.1. The IGA cost should include all engineering, design, audit, energy modeling, advertising and any other costs to provide Barrow County a guaranteed savings energy performance contract.

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Grade Audit Cost</td>
<td></td>
</tr>
</tbody>
</table>

ESCO shall state all fees associated with the final construction cost to Barrow County Board of Commissioners. The fee should be based on the ESCO markup percentage on the costs to include:
- Labor Costs
- Subcontractor Cost
- Cost of Material and Equipment, Temporary Facilities and Related Items

<table>
<thead>
<tr>
<th>Construction Fees</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Management Fee</td>
<td></td>
</tr>
<tr>
<td>Performance and Payment Bonds</td>
<td></td>
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<tr>
<td>Insurance Fee</td>
<td></td>
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<tr>
<td>Commissioning Fee</td>
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<tr>
<td>Training Fee</td>
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<tr>
<td>Contingency Fee</td>
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<tr>
<td>Overhead</td>
<td></td>
</tr>
<tr>
<td>Profit</td>
<td></td>
</tr>
<tr>
<td>Other: ______________________</td>
<td></td>
</tr>
<tr>
<td>Total Markup Percentage</td>
<td></td>
</tr>
</tbody>
</table>

ADDENDUM ACKNOWLEDGEMENT

Addendum #________ Addendum # ______ Addendum # ______ Addendum # ______

Addendum # ______ Addendum # ______ Addendum # ______ Addendum # ______

Attached are the documents as called for in the RFP.

Signed, sealed, and dated this _____ Day of _____________, 2017.

Proposer: _________________________(Seal)
(Company Name)

By: ______________________________

Title: ______________________________
BARROW COUNTY ETHICS ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

WHEREAS, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

WHEREAS, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;
WHEREAS, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

WHEREAS, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

WHEREAS, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

WHEREAS, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

WHEREAS, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

WHEREAS, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;
NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF
COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

This Ordinance shall be known as “The Barrow County Ethics Ordinance,” and may be
Cited and referred to as such.

Section Two. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their
derivations shall have the meaning provided herein. When no inconsistent with the context,
words used in the present tense include the future, words in the plural number included the
singular number and words in the singular number include the plural number.

(A) “Board” means the Barrow County Board of Commissioners.

(B) “Board of Ethics” means the Barrow County Board of Ethics as formed and
described herein.

(C) “Business Entity” means any business of whatever nature regardless of how
designated or formed, whether a sole proprietorship, partnership, joint venture,
association, trust, corporation, limited liability company, or any other ty0pe of
business enterprise and whether a person acting on behalf of, or as a
representative or agent of, the business entity.

(D) “Confidential Information” means any information that, by law or practice, is not
reasonably available to the public.

(E) “County Official” means the Barrow County Board of Commissioners, any
member
of a board, commission or authority appointed by the Board, the Chief of
Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(F) "Employee" means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(G) "Family" means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.

(H) "Interest" means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:

(1) His or her family;

(2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;

(3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is
controlled or owned directly or indirectly by the county official or employee.

(1) "Official Act" or "Official Duties" means any legislative, administrative, appointive or discretionary act of any County Official or Employee of the County or any agency, board, authority or commission thereof.

ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

**Section One.**

Put loyalty to the highest moral principles and to country above loyalty to person, party, or government department.

**Section Two.**

Uphold the Constitution, laws and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

**Section Three.**

Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.

**Section Four.**

Seek to find and employ more efficient and economical ways of getting tasks accomplished.
Section Five

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

Section Six

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

Section Seven

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Eight

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Nine

Expose corruption wherever discovered.

Section Ten

Uphold these principles, ever conscious that public office is a public trust.

ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A.§ 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:
Section One.

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

Section Two.

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

Section Three.

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Four.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Five.

Expose corruption wherever discovered.

Section Six.

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from Which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties.

Section Seven.

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.
Section Eight.

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

Section Nine.

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

Section One. Compliance with Applicable Law.

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

Section Two. Conflict of Interest Transactions.

(A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of
the County, which the County Official or Employee has a reasonable opportunity
to influence, except consistent with the disclosure and abstention provisions set
forth herein.

(B) Barrow County shall not enter into any contract involving services or property
with a County Official or Employee or with a business entity in which the County
Official or an Employee has an interest. Provided that the disclosure and
abstention provisions set forth herein are followed, this paragraph shall not apply
to the following:

1. The designation of a bank or trust company as a depository for county
   funds;

2. The borrowing of funds from any bank or lending institution which offers
   competitive rates for such loans;

3. Contracts entered into with a business which employs a consultant,
   provided that the consultant's employment with the business is not
   incompatible with this Ordinance;

4. Contracts for services entered into with a business which is the only
   available source for such goods or services; and

5. Contracts entered into under circumstances that constitute an emergency
   situation, provided that a record explaining the emergency is prepared by
   the Board and submitted to the Chief of Operations (or his/her equivalent)
   to be kept on file.
Section Three. Financial Disclosures.

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

Section Four. Zoning Application Disclosures.

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A.§ 36-67A-1, et seq., as it may be amended from time to time.

Section Five. Disclosures Related to Submission of Bids or Proposals for County Work or Contract.

Persons submitting bids or proposals for county work who have contributed $250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

Section Six. Withholding of Information.

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County’s boards, agencies, authorities or departments.

Section Seven. Incompatible Service.

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless
otherwise permitted by law and unless public disclosure is made.

**Section Eight. Unauthorized Use of Public Property.**

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

**Section Nine. Political Recrimination and Activity.**

(A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official’s daily county business.

(B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.

(1) **Seeking elective office.** A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a
request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

(2) Political campaign involvement. A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.

(3) Solicitation of contributions. A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

Section Ten. Appearance Before County Entities.

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.
Section Eleven.  Timely Payment of Debts to the County and Fiscal Responsibility.

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

Section Twelve.  Solicitation or Acceptance of Gifts.

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

(1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.

(2) An occasional gift from a single source of $101.00 or less in any calendar year.

(3) Ceremonial gifts or awards.
(4) Gifts of advertising value only or promotional items generally distributed to public officials.

(5) Awards presented in recognition of public service.

(6) Reasonable expenses of food, travel, lodging and scheduled entertainment for a meeting that is given in return for participation in a panel or speaking engagement at the meeting.

(7) Courtesy tickets or free admission extended for an event as a courtesy or for ceremonial purposes, given on an occasional basis and not to include season tickets of any nature.

(8) Gifts from relatives or members of the County Official or Employee's household.

(9) Honorariums or awards for professional achievement.

(10) Courtesy tickets or free admission to educational seminars, educational or information conventions or other similar events.

Section Thirteen. Disclosure of Interest.

Any member of the Board who has a financial or personal interest in any proposed legislation or action before the Board shall immediately disclose publicly the nature and extent of such interest.

Any other County Official or Employee who has a financial or personal interest in any proposed legislation or action before the Board and who participates in discussion with or gives an official opinion or recommendation to the Board in connection with such proposed legislation or action shall disclose publicly the nature and extent of such interest.
Section Fourteen. Abstention to Avoid Conflicts of Interest.

(A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.

(B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.

(C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

(A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.

(B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:
(C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on the effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;

(D) One appointee of the Barrow County Personnel Review Board; and

(E) One appointee of the Barrow County Board of Commissioners, which appointee shall be selected by a majority vote of the Board of Commissioners.

**Section Two. Appointment Procedures.**

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made
In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

Section Three. Qualifications of Members of Board of Ethics.

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

(A) Resides in the County and is a registered voter;

(B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment or be the spouse, parent, child or sibling of an Employee or County Official;

(C) Is not an officer or employee of any political party;

(D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

Section Four. Terms; Vacancies.

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this
Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

Section Five. Removal of Member.

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

Section Six. Organization and Internal Operating Regulations.

(A) Members of the Board of Ethics shall not be compensated.

(B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.

(C) There shall be no regularly scheduled monthly or bimonthly meetings of the
Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

(D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.

(E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

Section Seven. Duties and Powers.

The Board of Ethics shall have the following duties and powers:

(A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.

(B) To receive and hear complaints of violations of standards required by this Ordinance.

(C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.

(D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.
(E) To perform any other function authorized by this Ordinance.

(F) To issue advisory opinions as provided in this Ordinance.

Section Eight. Staffing and Expenses.

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

Section Nine. Counsel.

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

Section Ten. Adherence to the Ethics Ordinance.

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.
Section Eleven. Prohibition Against Certain Conflicting Political Activity.

(A) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

1. "Member of the Board of Ethics" means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.

2. "Political Party" means a national political party, a state political party, a political action committee, and/or any affiliated organization.

3. "Election" includes a primary, special and general election.

4. "Nonpartisan Election" means:

   a. An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and

   b. An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character.

5. "Partisan" when used as an adjective, refers to a political party.

6. "Political Fund" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or
anything of value or transfers money or anything of value to any other
fund, political party, candidate, organization, political action committee
or other entity.

(7) "Contribution" means any gift, subscription, loan, advance, deposit of
money, allotment of money, or anything of value given or transferred by
one person to another, including in cash, by check, by draft, through a
payroll deduction or allotment plan, by pledge or promise, whether or
not enforceable, or otherwise.

(B) **Permissible Activities.** All members of the Board of Ethics are free to engage in
political activity to the widest extent consistent with the restrictions imposed in
this Section, which restrictions are imposed for the sole purpose of ensuring
neutrality and the appearance of neutrality of the Board of Ethics. Each member
of the Board of Ethics retains the right to:

(1) Register and vote in any election;
(2) Participate in the nonpartisan activities of a civic, community, social,
labor, or professional organization or of a similar organization;
(3) Be a member of a political party or other political organization and
participate in its activities to the extent consistent with law;
(4) Attend a political convention, rally, fundraising function, or other
political gathering;
(5) Sign a political petition as an individual;
(6) Make a financial contribution to a political party or organization;
(7) Take an active part, as a candidate or in support of a candidate, in a
(8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;

(9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and

(10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) Prohibited Activities.

(1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.

(2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:

(a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;

(b) Organize or reorganize a political party organization or political club;

(c) Directly or indirectly solicit, receive, collect, handle, disburse, or
account for assessments, contributions or other funds for a partisan political purpose;

(d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;

(e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;

(f) Become a candidate for, or campaign for, an elective public office in a partisan election;

(g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;

(h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;

(i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;

(j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;

(k) Serve as a delegate, alternate or proxy to a political party convention;

(l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan
candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

(3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

Section Twelve. Limitation of Liability.

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

Section Thirteen. Advisory Opinion.

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

Section Fourteen. Complaints.

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:
(A) Any person may file a complaint alleging a violation of any of the provisions of This Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence and must show
affirmatively that the affiant is competent to testify to the matters stated therein.

All documents referred to in an affidavit(s) should be attached to the affidavit(s).

(C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.

(D) If the Board of Ethics determines that specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.

(E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.

(F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems
Necessary to fulfill its obligations under this Ordinance.

Section Fifteen. Disciplinary Action.

(A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
   (1) Written warning or reprimand;
   (2) Suspension without pay;
   (3) Termination of employment; and
   (4) Repayment to the County of any unjust enrichment.

(B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
   (1) Written warning, censure or reprimand;
   (2) Removal from office to the extent provided by Georgia law; and
   (3) Repayment to the County of any unjust enrichment.

(C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought with ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the
issuance of bonds, notes or other evidence of public obligation under this Ordinance.

(D) In addition to any other remedy provided herein, upon determination of a Violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid or change order that was the Subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a Cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.

(E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

Section Sixteen. Judicial review.

(A) Any party against whom a decision of the Board of Ethics is rendered may obtain judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.

(B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

(C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service
System, to the extent the County Official or employee may be subject to the Civil Service System.

ARTICLE SIX: MISCELLANEOUS

Section One. Severability.

If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Two. Repealer

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this Ordinance are repealed.

Section Three. Effective Date.

The effective date of this Ordinance shall be July 1, 2004.

AMENDED:

Article Five, Section 1, Subparagraph (A) January 25, 2005
Article Five, Section 6, Subparagraph (C) January 8, 2008