



September 10, 2024

**REQUEST FOR PROPOSAL
RP044-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Commercial and Industrial Valuations and Corresponding Assessment Administration Functions on a Multi-Year Contract** for the **Department of Financial Services**.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 p.m. local time on October 9, 2024**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting Service Providers will be read at 3:00 p.m. A list of service providers submitting proposals will be available the following business day on our website www.gwinnettcountry.com.

A pre-proposal conference is scheduled for **10:00 a.m. EST on September 19, 2024**. All service providers are urged to attend. To access, dial 408-418-9388, and enter Access Code 2342 406 1746##. Questions regarding proposals should be directed to Casey Beauston, Purchasing Associate II at casey.beauston@gwinnettcountry.com no later than **3:00 p.m. EST on September 20, 2024**. Proposals are legal and binding upon the bidder when submitted. One unbound single-sided original, four (4) bound copies, and one (1) electronic copy on a flash drive should be submitted.

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

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

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

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

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

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

Casey Beauston
Purchasing Associate II

The following pages should be returned with your proposal:

- Cost Schedule (in a separate sealed envelope), Page 14**
- Service Provider Information, Page 15**
- References, Page 16**
- Code of Ethics Affidavit, Page 17**
- Contractor Affidavit and Agreement, Page 18**

REQUEST FOR

PROPOSAL

RP044-24

**Provision of Commercial and Industrial Valuations and
Corresponding Assessment Administration Functions**

on a Multi-Year Contract

GWINNETT COUNTY, GA



1.0 INTRODUCTION

According to the Georgia Department of Revenue regulation 560-11-2-.56, the Gwinnett County Board of Assessors is "required by the State Constitution and state law to continuously maintain assessments of property that are reasonably uniform and that are based on fair market value as defined in O.C.G.A. 48-5-2." Therefore, all property within the County must be accurately identified, listed on the digest, and assessed at fair market value as prescribed by Georgia Code. The Gwinnett County Assessors' Office intends to continue the outsourcing of the Commercial and Industrial Real Property Assessment Administration functions required. We seek the most qualified service provider who demonstrates a working knowledge of all Georgia Laws and Department of Revenue Rules and Regulations dealing with ad valorem taxation of real property to partner with to maintain compliance to all Georgia Regulations.

Gwinnett County is soliciting competitive sealed proposals from qualified Service Providers to provide the Commercial and Industrial Valuations and Corresponding Assessment Administration Functions on a Multi-Year Contract. If awarded, the services to be performed under this contract will commence no sooner than January 1, 2025. The initial term of this agreement shall run through December 31, 2025. This contract will terminate immediately and absolutely at such time. In addition, the County has the sole right to terminate this contract absolutely and without further obligation on its part at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract shall automatically renew, unless action is taken by the County to terminate the contract, for a total lifetime Agreement term of five (5) years, upon the same terms and conditions.

Service Providers are to carefully review all described functions and operations within. Respondents must fully describe the methods by which each element of the scope of work will be completed. Each respondent must clearly describe how work quantity and quality will be reported. Each respondent must demonstrate their qualifications, expertise and past performance for each function or operation within this scope of work. This includes but is not limited to:

- Upholding the standards of professional appraisal practice in accordance with all professional organizations and governing bodies, including but not limited to IAAO, GAAO, and the Georgia Real Estate Appraisers Board.
- Administer the sales validation process.
- Provide the Gwinnett Commercial Appraisal Manager with recommended values for all commercial/industrial parcels.
- Process all commercial/industrial property appeals through the appeal process, up to and including superior court preparation, interrogatories, and serving as witnesses.
- Management reporting to demonstrate compliance and performance of this agreement.

The contract will be awarded on a fixed cost per year for all services in the scope of work. The fixed annual cost must be fully inclusive for each year. Respondents may choose to propose different costs for 2025 and subsequent years; however, the pricing for all possible five years will be considered in the scoring criteria.

2.0 BACKGROUND AND CURRENT ENVIRONMENT

This Section of the proposal provides background on Gwinnett County, the Assessors' Office, relevant systems in operation in the current environment, as well as the planned future environment.

2.1 Demographics

Gwinnett County, Georgia, has an estimated population of approximately 983,526 citizens as of 2023. The County has experienced double- and triple-digit population growth every Census since the 1950s and is ranked as one of the fastest-growing counties in the U.S., as well as being the second largest county in Georgia.

The Gwinnett County Government takes a business approach to run the County and continuously strives to improve the services the County provides to County agencies, businesses, and residents. The importance of this mission increases as technology becomes ever more tightly integrated into all facets of operating the County. The Information Technology (IT) component of the proposed solution the County seeks must consider lifecycle management for cross-organizational consistency.

2.2 Gwinnett County Assessors' Office

The Gwinnett County Board of Assessors is "required by the State Constitution and state law to continuously maintain assessments of property that are reasonably uniform and that are based on fair market value as defined in O.C.G.A. 48-5-2." It is the goal of the Gwinnett County Board of Assessors to maintain fair and equitable values among all classes of property by utilizing the highest standards in mass appraisal practices and maintaining accurate and complete property records. This goal can be threatened by the increasing volume and complexity of work as the County expands, coupled with the attrition of knowledgeable staff. The reliance on manual tools and processes for work organization also poses increased risks to efficient workflow and data integrity. In pursuit of our missions and goals, it is necessary to expand our use of technology to outpace the current threats we face.

The Assessors' Office has a considerable amount of public interaction online and in person. Staff responds to walk-in visitors, telephone calls, and emails seeking assistance with real, and business personal property data maintained in the Assessors' Office Computer Assisted Mass Appraisal ("CAMA") system. All personnel, whether contractual or direct employment by the County, must serve customers with professionalism. Tools are available for property owners to conduct research online, however, considerable direct service and working with property owners is common. The existing computer assisted mass appraisal system is Aumentum and ProVal with web tools created and hosted by Aumentum. Future projects may involve updating infrastructure to be cloud-based or may consider services that enhance self service via the website. Most appeal hearings continue to be held virtually by the Gwinnett County Clerk of Courts, though some hearings may be in person at the request of the parties. Systems and procedures may change during the contract period. The chosen service provider is expected to adapt to such changes as they occur.

3.0 SCOPE OF SERVICES

3.1 Project Overview

The County is seeking a qualified service provider as described in OCGA 48-5-265c. The selected service provider uphold the standards of professional appraisal practice. "Qualified service provider" includes meeting all Georgia Regulations for providing contracted appraisal services as defined in Georgia Rules and Regulations and the Official Code of Georgia.

The successful service provider must provide and maintain a competent, trained staff with knowledge and experience with appraisal expertise, Georgia assessment expertise, and knowledge and experience with the County's current assessment administration software (Aumentum, ProVal, Data Cloud Solutions).

3.2 Expectations of Project Performance

The Gwinnett County Board of Assessors' is committed to compliance with all aspects of USPAP (Uniform Standards of Professional Appraisal Practice), state regulations, and the generally accepted principles of the appraisal industry.

The Service Provider shall adhere to the standards of professional appraisal practice in accordance with USPAP (Uniform Standards of Professional Appraisal Practice), IAAO (International Association of Assessing Officers), GAAO (Georgia Association of Assessing Officials), Georgia Department of Revenue, and Gwinnett County Board of Assessor policies.

3.3 Administration of Sales Validation Process

The service provider will conduct all aspects of verifying commercial sales transactions. This includes reviewing deed information for accuracy and determining the applicability of any individual sale within commercial appraisal analysis.

According to the IAAO Standard on Verification and Adjustment of Sales, "Sales data [will] be collected, verified, and adjusted as necessary for model calibration and ratio study purposes. In some cases, sales may be valid for model calibration but should not be considered valid for ratio study purposes. A verified sale is more reliable than an unverified sale."

All commercial and industrial transactions will be analyzed within 30 days of discovery, according to the above standard. Verified sales will be used in the appraisal and appeal process and used to determine applicability in the DOAA (Department of Audits and Accounts) Sales Ratio Study. To uphold annual standard assessment cycles, sales discovered or recorded late as well as those occurring close to January 1 of each year may need to be processed in less than 30 days. The service provider should anticipate between 1,500 to 2,000 commercial/industrial transactions each year.

3.4 Permit Assignments

The Service Provider will be responsible for work assignments known as Permit Assignments. Permit Assignments are received from external and internal sources. Permit Assignments include desktop reviews and field inspection reviews. Historically and approximately (between 2022 - 2024 digest years), 1,200 Permit Assignments were assigned annually.

Desk review Permit Assignments include an analysis of all available resources to confirm the parcel's data referenced in the CAMA system is correct. After an analysis of all pertinent data, the property's physical characteristics will be updated in the CAMA system, notes referencing changes made to the property will be entered into the CAMA system, and an appropriate value determination will be made reflecting the review. For Permit Assignments' workflow, the CAMA system's permit module will be updated accordingly.

Field inspection review Permit Assignments include an on-site physical inspection. The inspection will confirm any changes to the physical characteristics of the property. For improved property, a minimum of two (2) pictures will be taken and include the front of the building(s) and rear of building(s). For vacant land property, a minimum of one (1) picture will be taken. The number of photos described for vacant and improved properties are minimum standards. Additional photos and data may be required in order to support a proper scope of work to determine credible appraisal recommendations. All pictures should be in a standard format, be clear, focused and uploaded in the CAMA system. After the field inspection is complete, the property's physical characteristics will be updated in the CAMA system, notes referencing changes made to the property will be entered into the CAMA system, and an appropriate value determination will be made reflecting the review. For Permit Assignments' workflow, the CAMA system's permit module will be updated accordingly.

The Permit Assignment's scope of work will not limit the review. The property review will be completed verifying all data pertaining to the parcel is correct.

3.5 Recommend Values for all Commercial/Industrial Parcels

The service provider will recommend values for all commercial/industrial parcels. This includes, but is not limited to, newly constructed improvements, new commercial/industrial parcels, and parcels newly zoned as commercial/industrial.

Service Provider shall identify commercial/industrial real property, determine its taxability, and classify it for addition to the county ad valorem tax digest. This includes correctly identifying real property and distinguishing it from personal property.

The Service Provider shall collect and record sufficient data in the County's Computer Assisted Mass Appraisal (CAMA) system to accurately describe property in terms of property ownership, location, size, use, physical characteristics, sales prices, construction costs, rents, and operating expenses, etc.

Commercial properties are reviewed each year and recommendations are made to the Board of Assessors based on credible appraisal analysis. All values are adjusted positively or negatively as needed to ensure a digest that is accurate while maintaining all regulations. Approximately one-third of commercial properties require new appraisals each year based on market dynamics as well as properties becoming unavailable from revaluation under OCGA 48-5-299c.

All value decisions will be subject to review by the Gwinnett County Board of Assessors.

3.6 Perform Tasks to Record Values in CAMA

In addition to recommending property values, the service provider will be required to operate the County CAMA proficiently, along with all associated software for the Gwinnett Board of Assessors. The service provider will enter values into the County systems. Additional documentation and presentation may be required to perform these steps.

3.7 Review each “Taxpayer’s Return of Real Property”

The Service Provider will review all “Taxpayer’s Return of Real Property” received as part of the value development process. Where a “Taxpayer’s Return of Real Property” exists, the Service Provider will make a record of the return in the CAMA system. Notes are to be made regarding how the information was considered during the appraisal process.

3.8 Serve as County’s Representative for all Stages of Appeal Process

The Service Provider will be responsible for serving as the County’s representative through all phases of appeals. This includes the intake process, providing service and answers, responding to related open records requests, and speaking as the professional representation at hearings. Assistance will be required by phone, email, and by appointment throughout the entire appeal period. The service provider must have a project coordinator or specialized personnel to coordinate with and respond to discovery and interrogatories in preparation of court cases. The number of cases that continue to Superior Court continue to increase, increasing the demand for preparatory actions.

The Service Provider will respond timely to all appeal-related inquiries as established by Board of Assessors’ Policies and legally mandated timelines (e.g. O.C.G.A. 48-5-306, 48-5-311 & 50-18-71). The Service Provider will defend the County’s values through all stages of an appeal, and the typical number of steps varies by appeal. Based on recent years, it is estimated that there will be between 1,500 to 3,000 appeals per year.

While it is the duty of the service provider to represent the Board of Assessors and the established values, this does not preclude changes in the opinion of value or additional changes to a scope of work if relevant information comes to light during the appeal process.

3.9 Management Reporting to Demonstrate Compliance and Performance

The Service Provider shall prepare and submit detailed reports for all work performed. Reporting will detail work quantity measures, work quality measures, and, where applicable, forecasting work production and completion for planning purposes. One aspect of work where completion forecasts are necessary is regarding the completion of field data collection.

The Service Provider’s representative shall meet with the Commercial Property Manager on a regular basis to review progress, goals, and other issues.

4.0 PERSONNEL AND STAFFING REQUIREMENTS

The Service Provider shall provide qualified supervisory and non-supervisory staff to fulfill the scope of work. The service provider shall assign a primary project manager/coordinator who will be located at the project site and oversee all contracted activities. The Gwinnett Board of Assessors does employ telework and reasonable use of telework will be considered if it does not negatively impact the project. Supervisory staff shall demonstrate practical experience and skills in both commercial mass appraisal practice and management of a project of similar scope or size. At any time that the project Supervisor is not on-site during business hours, another staff member will be designated to represent the Service Provider in a supervisory role and the Commercial Property Division Manager will be notified of this designation.

The Service Provider shall provide qualified appraisal and administrative staff to maintain all appraisal assignments, the scope of work described herein, as well as the plans and timelines of Gwinnett County and the Board of Assessors. Responding service providers are expected to describe their staffing plan, both including anticipated staffing and how they will scale up staffing if needed.

The Service Provider shall provide an adequate number of appraisers with a combination of qualifications that accommodates the mix of commercial and industrial properties of the County. at an adequate level and with the adequate knowledge, skills and abilities to perform the scope of work sufficiently. Respondents are expected to demonstrate competency to value all Gwinnett Commercial and Industrial property, or shall explain what steps they will accomplish to have such competency prior to the start of the assignment

Administrative Staff: The Service Provider shall provide administrative or support staff to adequately support the project as described.

- 4.1 Staffing Plan** - For each position, respond with the name of the individual(s), the number of positions that will be staffed, the schedule of the individuals, and the qualifications of each individual that enables them to perform the work assigned. (See "7.0 Business Qualifications" below for specific response requirements.)
- 4.2 Employment Release or Transfer** - The Service Provider shall notify the Gwinnett County Commercial Property Division Manager immediately and in writing of any staffing changes to the project.
- 4.3 Approval and Dismissal of Staffing** - All personnel assigned to this project shall be subject to prior approval by the County. Individuals shall be removed from this project, with or without cause, by the Service Provider upon direction of the County.

5.0 TIMELINE

- 5.1 Assisting Taxpayers/Owners/Owners' Representatives: Ongoing
- 5.2 Appeals: April 1 through Dec 15 – Appeals to Superior Court may continue beyond this date.
- 5.3 Sales Validation: Ongoing
- 5.4 Field Inspections/Data Collection/Market Analysis: Ongoing
- 5.5 Recommendation of Values: January through March

6.0 OTHER CONDITIONS

- 6.1 **Workspaces** - The County will provide workspaces for a minimal staff to be on site, including the project supervisor/manager, a field operations coordinator, an additional administrator, and staff to assist walk-in customers. All other staff will be required to work remotely.
- 6.2 **Administrative Duties** - The Service Provider will answer calls, emails, and provide service for walk-in traffic throughout the year. Service Provider will ensure that a digital version of documents received is entered into the County's document retention system.
- 6.3 **Data Verification Sources** - The Service Provider will be responsible for verifying data for all scopes of work with independent, third-party data sources. The Service Provider will be responsible for maintaining current subscriptions for access to data sources for the purpose of providing current market data on rents, vacancy/occupancy rates, sales information, cap rates, etc. Each service provider is to describe what data sources they intend to utilize.
- 6.4 **Work Process and Practice** - The Service Provider will adapt work processes and practices as needed to remain compliant with all governing bodies, statutes, and Board of Assessors' policies.
- 6.5 **Photographs** - The Service Provider will update the CAMA system with photographs from the most recent site visit.
- 6.6 **Exempt Properties** - All real property that has been classified as exempt by the Gwinnett Board of Assessors' under OCGA 48-5-41 is to be physically inspected at minimum once during the 5-year period. This property includes both real properties designed initially as industrial, commercial, residential, or agricultural. If a single visit is insufficient to gain both accurate characteristics of quality, grade, condition, measurements, and apparent use, then additional reviews may be needed.
- 6.7 **Scope of work will include properties sometimes considered of a residential nature** - This specifically refers to, but may not be an exhaustive list: quadraplexes, triplexes, duplexes as assigned, properties of a residential construction nature which are either in a commercial/industrial zoned sector, or where zoning and use are transitioning in this direction. Also, while manufactured homes are commonly assigned to residential or personal property teams, we assign these properties to commercial in order to value the real property improvements, common property and amenities within manufactured home parks, the number of rental "pads" (both occupied and vacant.)

- 6.8 Equipment** - Service Provider shall provide equipment required to perform the full scope of services. Items specific to the phrase "workspace" will be addressed separately.
- **Workspaces** – workspaces include: surface area, and a desk phone. Filing will be made available.
 - **Computers** – desktop computers and necessary peripherals will be provided for specific roles that are assigned a workspace. All other service provider staff will be required to have computer devices of similar specifications as used by County Staff. The selected service provider shall supply any other desktops or laptops to their field representatives or remote staff as needed.
 - **Apple iPads** – Each field representative shall be required to possess and maintain an Apple iPad supplied by the Service Provider. The iPads will be of the same or superior specifications as County Staff and work with existing data collection software. Note: licenses to CAMA or CAMA related software will be supplied and maintained by the County. Tablets require cellular service. The service provider is responsible for the cellular service.
 - **Software** – Access to CAMA, GIS, and other County maintained software will be provided, including Microsoft Office products. Remote staff will be required to utilize a secured remote virtual desktop to access County assets.
 - **Telephones** – Shall be the responsibility of the Service Provider, except for where they are part of a workspace. Cellular service is the responsibility of the service provider.
 - **Safety Gear** – specific safety gear is required when representing the County in the public (i.e. field inspections) and on construction sites. Gwinnett branded high visibility vests will be supplied one per service provider employee who conducts field visits, whether partially or more frequently. If a staff member is removed from the project, the vest is to be returned to the County. The service provider is responsible for hard hats, and what is deemed appropriate by the service provider for safety of their staff, such as work boots, back braces, etc. County logo safety vests are a requirement when representing the County in field operations.
 - **Tools** - Items such as: measuring tapes, digital lasers, measuring wheels, and/or any other typical tools required for data collection are the responsibility of the service provider.

- 6.9 Customer Service** - The Service Provider shall uphold the standards for customer service that the Gwinnett County Board of Assessors maintains as a core principle. The Gwinnett County Board of Assessors upholds a distinctive class of customer service by demonstrating a care for all customers and clients in a manner that demonstrates both transparency and discretion.
- 6.10 Code of Conduct** - The Service Provider's staff shall, always conduct themselves in a manner that reflects positively on Gwinnett County Government. Staff shall, at all times, treat residents, taxpayers, and employees of the County with respect and courtesy. The Service Provider shall take appropriate and meaningful disciplinary measures against those who fail to comply with this provision. Staff failing to uphold this standard will be subject to removal from the project by the Director/Chief Appraiser.
- 6.11 Identification** - All Service Provider staff must carry appropriate Service Provider photo-identification. Field Appraisers shall also have a photo ID provided by the County.
- 6.12 Vehicles** - The Service Provider will be responsible for maintaining identification on each vehicle used in conjunction with this agreement. All vehicles in use on this project shall display a sign on the vehicle clearly identifying them as a contractor for the Gwinnett County Board of Assessors. Signs consistent with Gwinnett brand usage will be provided.
- 6.13 Dress Code** - Service Provider staff shall dress in accordance with the Dress Code Policy of the Gwinnett County Board of Assessors.
- 6.14 Computer Access** - The Service Provider's staff will be provided access to County computers and network as needed to conduct work.
- 6.15 Solicitation for Employment** - No County employee shall be recruited or employed by the Service Provider, without prior approval of the Director/Chief Appraiser.

7.0 BUSINESS QUALIFICATIONS

To protect Gwinnett County from untimely delays, the Service Provider will provide the following information to demonstrate the ability to complete complex projects of this nature.

7.1 Expertise and Understanding of Commercial and Industrial Real Property Ad Valorem Taxes

Competency in all aspects of project design and management, statement of work to be performed, and details of the tasks associated with the proposed project.

7.2 Existing Clients of Relative Size

Please identify three (3) clients of similar size to Gwinnett County and indicate the services provided over the last three (3) years in each place of assignment. Please also include a reference name and telephone number for verification of these numbers.

7.3 Staffing Plan – Including the following for consideration by Gwinnett County

- Chart of Existing Staff (Include names, positions, qualifications and years of applicable experience.)
- Provide an organizational chart detailing the proposed team for Gwinnett County
- Show plans for additional staff including experience and qualifications.
- Explain capability to scale up and down as needed.

8.0 Proposal Format

In order to protect Gwinnett County from untimely delays, the Service Provider should provide the following information to demonstrate ability to complete complex projects of this nature.

Tab A - Responsiveness and Understanding of Commercial and Industrial Real Property Ad Valorem Taxes (30 Points)

Competency in all aspects of project design and management, statement of work to be performed, and details of the tasks associated with the proposed project.

Tab B - Staffing Plan – Including the following for consideration by Gwinnett County (35 Points)

Demonstrated experience at creating and managing projects of the nature being called for in this Proposal. Staffing and familiarity with Georgia property tax administration.

Staffing Plan – Including the following for consideration by Gwinnett County

- Chart of Existing Staff (Include names, positions, qualifications and years of applicable experience.)
- Provide an organizational chart detailing the proposed team for Gwinnett County
- Show plans for additional staff including experience and qualifications.
- Explain capability to scale up and down as needed.

Tab C - References (15 Points)

Identify three (3) clients of similar size to Gwinnett County and indicate the services provided over the last three years in each jurisdiction. Include a reference name and telephone number for verification of these numbers. Describe a full scope of work performed with enough detail to inform those reviewing your submission. Describe the length of each project as well as the types of properties reviewed, value services provided, inclusion or exclusion of defending cases at Superior Court, and all other relevant details to draw comparisons.

Pricing (Cost Schedule) – 20 Points (To be submitted in a separate sealed envelope)

Total All-Inclusive Not to Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses. The proposed cost should be inclusive of all meetings, conference calls, site visits and deliverables.

9.0 EVALUATION PROCEDURE

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

Scoring Criteria		Tab	Points
Phase I			
	Responsiveness of the proposal in clearly stating an understanding of the work to be performed, including making all required statements and affirmations.	A	30
	Demonstrated experience at creating and managing projects of the nature being called for in this Proposal. Staffing and familiarity with Georgia property tax administration.	B	35
	References: Identify three (3) clients of similar size to Gwinnett County and indicate the services provided over the last three years in each jurisdiction. Include a reference name and telephone number for verification of these numbers.	C	15
Sub-Total			80
Phase II			
	Cost Schedule (Submitted in a separate sealed envelope)		20
TOTAL			100
Phase III			
	Optional Interview		10
Potential TOTAL with Optional Interview			110

Phase I: Evaluation Committee will evaluate responses according to the criteria above, and score and rank the proposals. The Evaluation Committee may shortlist the highest-ranking service providers, opening only the Cost Schedules of the Service Providers making the shortlist.

Phase II: Cost Schedules will be opened and scored and the results will be combined with the results of Phase I scoring. After this scoring, a number of the highest-ranking proposers may then be shortlisted again. This would be at the discretion of the Evaluation Committee.

Phase III: At the discretion of the Evaluation Committee, interviews may be requested to offer a brief explanation of the Service Provider’s services and how the Service Provider proposes to provide these services for the County. All costs associated with the interview (if required) will be at the expense of the proposing Service Provider. The proposals will be evaluated to select the Service Providers that rate the highest according to the criteria as indicated. The selection of the awarded Service Provider shall be the combined highest scores from all the evaluation criteria. The County reserves the right to negotiate with the selected Service Providers for rates and concessions that are in the best interest of the County.

If an agreement with the highest-ranked service provider cannot be reached, the County may then negotiate with the second-ranked service provider, and so on, until a satisfactory agreement has been reached.

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

COST SCHEDULE

(To be submitted in a separate sealed envelope)

Description	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)
Commercial and Industrial Valuations and Corresponding Assessment Administration Functions*	\$	\$	\$	\$	\$

*The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses. The proposed cost should be inclusive of but not limited to all meetings, conference calls, site visits and deliverables.

NOTE: Pricing for the total multi-year contract will be taken into consideration in determining award.

The services to be performed under this Agreement shall commence on upon approval by the Board of Commissioners. The initial term of this Agreement shall be through December 31, 2025. This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract. In addition, the County has the sole right to terminate this contract absolutely and without further obligation on its part at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract shall automatically renew unless positive action is taken by the County to terminate the contract for a **total lifetime Agreement term of five (5) years**, upon the same terms and conditions.

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SERVICE PROVIDER INFORMATION

Please include this page as part of the proposal document and NOT with the Cost Schedule

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

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions for Vendors" and all documents referred to therein. offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the Instructions for Vendors.

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

Email Address _____

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REFERENCES

Please identify three (3) clients of similar size to Gwinnett County and indicate the services provided over the last three (3) years in each jurisdiction. Please also include a reference name and telephone number for verification of this information.

- 1. Client's Name _____
Services Provided _____
Date of Service(s) _____
Contact Person _____
Telephone _____ Fax _____
E-Mail Address _____

- 2. Client's Name _____
Services Provided _____
Date of Service(s) _____
Contact Person _____
Telephone _____ Fax _____
E-Mail Address _____

- 3. Client's Name _____
Services Provided _____
Date of Service(s) _____
Contact Person _____
Telephone _____ Fax _____
E-Mail Address _____

Company Name _____



**RP044-24 Provision of Commercial and Industrial Valuations and Corresponding Assessment Administration
Functions on a Multi-Year Contract**

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

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

1. _____
Company Submitting Bid/Proposal

- 2. Please select one of the following:
 - No information to disclose (*complete only section 4 below*)
 - Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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



**RP044-24 Provision of Commercial and Industrial Valuations and Corresponding Assessment Administration
Functions on a Multi-Year Contract**

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

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

Notary Public
My Commission Expires: _____

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

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Cyber Liability Insurance
 - (a) \$3,000,000 Limit for Network Security or Privacy Liability
 - (b) \$3,000,000 Limit for Data Recovery
 - (c) The insurance maybe included within a professional liability coverage form
6. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
7. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
8. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide

- financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability
 11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
 12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
 13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
 14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
 15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
 16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
 17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
 18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
 19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
 20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
 21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

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

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

1 DEFINITIONS

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

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

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to

submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

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

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

7 TERMINATION OF AGREEMENT FOR CAUSE

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

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent

arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

11 COVENANT AGAINST CONTINGENT FEES

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

12 INSURANCE

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

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

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

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

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

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

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

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

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

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

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

MULTI-YEAR SERVICE PROVIDER CONTRACT
RP044-24 Provision of Commercial and Industrial Valuations and Corresponding Assessment
Administration Functions on a Multi-Year Contract

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and _____, (Party of the Second Part, hereinafter called the "Service Provider").

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

1. TERM:

The services to be performed under this Agreement shall commence on January 1, 2025. The initial term of this Agreement shall be through December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of 5 years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. TERMINATION FOR FUND APPROPRIATION:

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

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

10. ASSIGNMENT:

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

11. WAIVER:

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

12. SEVERABILITY:

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

13. GOVERNING LAW:

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

14. MERGER CLAUSE:

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

(Signatures Next Page)

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

GWINNETT COUNTY, GEORGIA

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

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

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

RP044-24

Buyer Initials: CB

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

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

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

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

of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.

- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.

- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's

submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The

Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and

regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. §36-84-1).

XXXII. INDEMNIFICATION

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

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011,

Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

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

A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.

B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online Vendor Login and Registration on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.