

ADVERTISEMENT FOR REQUEST FOR PROPOSAL  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: JUNE 24, 2010**

Cobb County will receive Sealed Bids before 12:00 NOON, June 24, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5494  
REQUEST FOR PROPOSAL  
COMMERCIAL PROPERTY PRIVATIZATION PROJECT  
COBB COUNTY BOARD OF TAX ASSESSORS**

**PRE-PROPOSAL MEETING: JUNE 8, 2010 @ 10:00A.M.  
COBB COUNTY WEST PARK GOVERNMENT CENTER MEETING ROOM  
736 WHITLOCK AVENUE  
MARIETTA, GEORGIA 30064**

**No bids will be accepted after the 12:00 noon deadline.**

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org):

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: MAY 28, 2010  
JUNE 4, 11, 18, 2010

## BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

### 1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

### 2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

### 3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

### 4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

### 5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

### 6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.





**COBB COUNTY**  
PURCHASING DEPARTMENT  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400/FAX (770) 528-1154  
www.cobbcounty.org

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## **IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

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### **BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY**

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

*Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2<sup>nd</sup> Floor, Conference/Bid Room, Marietta, GA 30008.*

Thank you in advance for your cooperation.

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

DELIVER TO:  
COBB COUNTY PURCHASING  
1772 County Services Parkway  
Marietta, GA 30008-4012

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**SEALED BID # 10-5494 DATE: June 24, 2010**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION: Request for Proposal  
Commercial Property Privatization Project**

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**REQUEST FOR PROPOSAL**

**SEALED BID # 10 – 5494  
COMMERCIAL PROPERTY PRIVATIZATION PROJECT  
COBB COUNTY BOARD OF TAX ASSESSORS**

**BID OPENING DATE: JUNE 24, 2010**

**PRE-PROPOSAL CONFERENCE: JUNE 8, 2010 @ 10:00 AM. (E.S.T.)  
COBB COUNTY WEST PARK GOVERNMENT CENTER MEETING ROOM  
736 WHITLOCK AVENUE  
MARIETTA, GEORGIA 30064**

BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008  
**BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
**BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 6 COPIES OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 92658**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

**"STATEMENT OF NO BID"  
SEALED BID NUMBER 10-5494  
REQUEST FOR PROPOSAL  
COMMERCIAL PROPERTY PRIVATIZATION PROJECT**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_ Company

\_\_\_\_\_ Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**COBB COUNTY, GEORGIA  
BOARD OF TAX ASSESSORS**

**REQUEST FOR PROPOSAL (RFP)  
RFP# 10-5494**

**COMMERCIAL PROPERTY PRIVATIZATION PROJECT**

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Contract**

**Table of Contents**

<b>General Introduction and Proposal Procedure Overview</b>		<b>Pgs. 3-4</b>
<b>Section I.</b>	<b>General Conditions</b>	<b>Pgs. 4-5</b>
<b>Section II.</b>	<b>County Information</b>	<b>Pg. 6</b>
<b>Section III.</b>	<b>Scope of Project</b>	<b>Pgs. 7-18</b>
	<b>A. Service Conditions</b>	<b>Pgs. 7-8</b>
	<b>B. Technical, Knowledge &amp; Management Scope</b>	<b>Pgs. 9-15</b>
	<b>C. Scope of Services</b>	<b>Pgs. 16-18</b>
<b>Section IV.</b>	<b>Schedule Summary</b>	<b>Pgs. 19-22</b>
<b>Section V.</b>	<b>Responsibilities of the County</b>	<b>Pg. 23</b>
<b>Section VI.</b>	<b>Protection of the County</b>	<b>Pgs. 24-26</b>
<b>Section VII.</b>	<b>Project Schedule</b>	<b>Pgs. 27-28</b>
<b>Section VIII.</b>	<b>Records</b>	<b>Pgs. 28-30</b>
<b>Section IX.</b>	<b>Field Appraisal of Commercial Buildings and Structures</b>	<b>Pgs. 30-33</b>
<b>Section X.</b>	<b>Transmittal of Records to County Management</b>	<b>Pg. 34</b>
<b>Section XI.</b>	<b>Responsibility of County</b>	<b>Pgs. 34.-35</b>
<b>Section XII.</b>	<b>Responsibility to Commercial Division Manager and the Director/Chief Appraiser</b>	<b>Pg. 36</b>
<b>RFP Summary:</b>	<b>Proposal Closure, Contract Selection and Implementation, Legal &amp; Technical Specifications</b>	<b>Pgs. 37-48</b>
<b>Compliance with the Georgia Security and Immigration Act</b>		<b>Pgs. 49-53</b>

## **Request For Proposal Commercial Property Privatization Project**

The Cobb County Board of Tax Assessors (BTA) and the Cobb County Board of Commissioners are currently soliciting proposals for the purpose of continuing the privatizing the valuation and assessment administration of the Commercial Property Division.

The BTA is charged with the responsibility of ensuring that property owners be assessed at fair market value as prescribed by Georgia Code; the Board must diligently search out and assess all taxable property in the County. The Georgia Appraisal Procedures Manual suggests that properties be site inspected on a regular schedule to ensure accurate appraisal data is maintained. The County has decided to contract this task with an outside firm to ensure that all commercial property is fairly assessed. The contractor shall be familiar with and have a working knowledge of all Georgia Laws and Department of Revenue Rules and Regulations dealing with ad valorem taxation of real property.

All proposals submitted become the property of the County and will not be returned. The County is not responsible for any costs incurred by vendors in the preparation of proposals or presentations. All expenses incurred by the vendor's pursuit of this award shall be borne by the vendor.

**Proposals must be received before 12:00 pm on June 24, 2010. Any proposal received after 12:00 pm on that date will not be accepted or considered. Questions concerning the following specifications should be submitted in writing to:**

Cobb County Purchasing Department  
1772 County Services Parkway, Marietta, GA, 30008,  
Fax: 770-528-1154  
email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

The deadline for questions is **June 15, 2010 by 5:00 pm EST.**

**A Pre-Proposal conference is scheduled for June 8, 2010 at 10:00 am in the Meeting Room at the Cobb County West Park Government Center located at 736 Whitlock Avenue, Marietta, 30064.**

**The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov). Any information concerning the RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. Receipt of addenda should be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.**

Acknowledge receipt of Addenda by inserting their numbers and dates on the Proposal Form. Failure to do so may subject Proposer to disqualification. Addenda form a part of the Contract Documents.

All proposals should be sealed and the envelopes clearly marked on the outside:

**Sealed Proposal  
Commercial Property Privatization Project  
COBB County Georgia**

**All proposals should be submitted and delivered to the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, GA, 30008. Proposals will be opened at 1772 County Services Road, Marietta, GA on June 24, 2010 at 2:00 PM.**

**Cobb County, Georgia**

# **Request For Proposal Commercial Property Privatization Project**

Proposals must be typed. All corrections made by the vendor prior to opening must be initialed and dated by the vendor. No changes or corrections will be allowed after proposals are opened.

All respondents should furnish the County one original and six (6) complete copies of the proposal. Each copy must contain a manual signature of an authorized representative of the proposing firm. The manual signature must be executed in "BLUE" ink only.

Time is of the essence. The successful vendor will have thirty (30) days from the Date of Award to negotiate a mutually agreeable contract with the County.

Submission of a proposal indicates acceptance by the company of the terms, conditions and requirements described in the RFP unless clearly and specifically noted in the submittal.

**All proposals should be based on the following specifications:**

## ***I.* General Conditions**

### **A. Project Award:**

The County of Cobb, hereinafter termed the "County" reserves the right to reject any, or any part of, or all Proposal Proposals; to waive informalities and technicalities and to accept that Proposal which the County and the Director/Chief Appraiser deem to be in the best interest of the County whether or not it is the lowest dollar proposal.

Consideration in the awarding of the contract will be given, but not limited to the following criteria:

**See Proposal Evaluation and Selection Criteria on pages 37 and 38**

**Cobb County, Georgia**

## **Request For Proposal Commercial Property Privatization Project**

### **B. Proposal Requirements:**

Each Proposal submitted by a company, corporation, partnership, or individual, thereafter termed “Company” shall itemize the Company’s qualifications and experience. Also the Company shall submit a complete client list to which it has rendered services, and the nature of those services, during the last five (5) years. The proposal shall also include a statement showing the number of personnel expected to be used on the project and the amount of office space that will be required to complete this project.

### **C. Proposal Format:**

Firms responding to this RFP must submit proposals utilizing the format contained within this RFP.

### **D. Multi-Year Contract Provisions:**

The successful Proposer will be required to enter into a contract containing provisions required by Georgia Law pertaining to multi-year contracts.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

**Request For Proposal  
Commercial Property Privatization Project**

**II. COUNTY INFORMATION**

**A.) PARCEL INFORMATION:**

As of December 31<sup>st</sup>, 2009 the County had the following Commercial and Industrial parcel count:

	<b>Totals</b>	<b>2009 FMV Summary</b>
Commercial Parcels - Improved	11,115	\$18,123,776,312
Industrial Parcels- Improved	492	\$ 598,658,677
Commercial Parcels - Vacant	2,180	\$ 730,222,033
<b>Total Commercial &amp; Industrial Parcels</b>	<b>13,787</b>	<b>\$19,452,657,022</b>

**B.) CURRENT STATUS:**

In regards to the status of our current commercial properties, the commercial division completed a reassessment in 2008, successfully submitted the 2009 digest and now are in the final stages of completing the 2010 digest. Cobb County's 2009 sales ratios have met the State of Georgia's Department of Revenue guidelines in all property categories and the overall commercial property division are in good condition.

**Cobb County, Georgia**

# **Request For Proposal Commercial Property Privatization Project**

## **III. SCOPE OF PROJECT**

- A. SERVICE CONDITIONS:** This request is for the continuation of the Commercial Property Privatization Project. The services will include the review and mass appraisal of all commercial and industrial real estate in the County and all related tasks for ad valorem purposes.

The preferred Contractor shall provide the personnel, equipment, and support necessary to perform the tasks required in this RFP. Neither contractor nor its employees are employees of the County while performing services and will not be entitled to fringe or other benefits normally accrued for employees of the County, but shall be an independent contractor. The County will not provide vehicles or certain other equipment for this project.

The preferred Contractor shall have a functional, working knowledge and actual extensive experience of the latest version of Integrated Assessment Systems (IAS) application software and Landisc Image Viewer software. The preferred Contractor must be able to create identification lists and subsets of these lists within the IAS application, as these lists are utilized on a daily basis for standard reporting. In addition, a working knowledge and experience for utilizing SQL databases and Oracle software for extracting, analyzing, updating and creating data fields and tables associated with the commercial database and for reporting purposes are required. The preferred Contractor must demonstrate this working knowledge and list projects where the software is currently being utilized or projects recently completed using the software.

During the term of the contract, the County will provide adequate office space and equipment as determined by the Director/Chief Appraiser for the Contractor.

During the term of the contract, all contractor personnel shall be required to attend the County sponsored mandatory "No Harassment Training Workshop" to be coordinated through the Cobb County Human Resource's Division.

The contractor shall be prepared to begin providing services not later than October 1, 2010. It is not the intent of the County to provide training to the contractor on I.A.S., other computer applications, data collection or data entry procedures, etc. It is expected that the preferred Proposer will have a complete and thorough working knowledge of all aspects of the Cobb Project as well as relevant State legislation and Department of Revenue regulations. Alternative proposals will be given thorough consideration.

**Request For Proposal  
Commercial Property Privatization Project**

The Contractor will identify parcel numbers for properties to be worked. Using permits, the Contractor will identify areas with new construction activity. The Contractor will inspect all vacant parcels for new construction activity. The Contractor will generate property review documents, duplicate maps (when necessary), and prepare packages for the Contractor's field staff. During the four weeks prior to January 1 of each tax year, the Contractor will inspect all vacant commercial/industrial parcels for improvements and determine the percent of completion of improvements. The date of inspection and the percent of completion will be documented and entered in the IAS system.

The Contractor, in computer applications supplied by the County, shall enter all information gathered by field personnel. These computer applications may be upgraded at the discretion of the County.

The Contractor shall prepare and submit detailed reports as defined by the County for all work performed. The Contractor must meet with the Division Manager of Commercial Property and/or Chief Appraiser/Director monthly or upon request to review progress, goals, and other issues. Monthly progress/production reports as defined by the County shall be submitted which show a schedule for completion of assigned work.

<b>Proposer understands and agrees to comply with Section A? YES _____ NO _____</b>
<b><u>Comments:</u></b>

## Commercial Property Privatization Project

### B. Technical, Knowledge and Management Scope

The Contractor shall be familiar with and have an intimate working knowledge of all Georgia Laws and Department of Revenue Rules and Regulations dealing with mass appraisal of real property for ad valorem tax purposes. The Contractor must have performed work similar to what is being requested in a jurisdiction similar in size and make up as the Cobb Project. The contractor shall have a minimum of five (5) years experience in performing and supervising the work described herein. The Proposer must be able to demonstrate its ability to meet these requirements.

The Contractor shall have a functional, working knowledge and actual extensive experience of the latest version of Integrated Assessment Systems (IAS) application software and Landisc Image Viewer software. The Proposer must be proficient in creating identification lists and subsets of these lists within the IAS application, as these lists are utilized on a daily basis for standard reporting. In addition, a working knowledge and experience for utilizing SQL databases and Oracle software for extracting, analyzing, updating and creating data fields and tables associated with the commercial database and for reporting purposes are required. The Proposer must be able to demonstrate this working knowledge and list projects where the software is currently being utilized or projects recently completed using the software.

All field work shall be supervised or managed by persons with a minimum of five (5) years appraisal experience and who are certified by the Georgia Department of Revenue or hold one of the following professional designations: MAI, CAE, GCA. All fieldwork must be performed by individuals with a minimum of one-year experience in commercial data collection. Each appraiser employed by the contractor shall be properly certified to perform appraisals of commercial/industrial property in accordance with requirements of the Georgia Real Estate Appraisers Board (GREAB) or any other legally required certification.

Proposer understands and agrees to comply with Section B? YES _____ NO _____
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<u>Comments:</u>
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### RESPONSIBILITIES OF CONTRACTOR

1. **Personnel:** The Company shall provide experienced and qualified Project management and staff, as hereinafter provided and must comply with the requirements of the Equal Employment Opportunity provisions of federal and state government.

Proposer understands and agrees to comply? YES _____ NO _____
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<u>Comments:</u>
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**Cobb County, Georgia  
Request For Proposal**

## Commercial Property Privatization Project

2. **Approval:** Each prospective Company employee assigned to this Project shall be subject to a satisfactory criminal background check. All personnel assigned to this Project shall be subject to prior approval by the Director/Chief Appraiser. Criminal Background Report, Application, and Resume of potential staff members shall be submitted to the Director/Chief Appraiser for review and approval prior to assignment to the Project. Each Company employee assigned to this Project shall be a citizen of the United States or have a current, valid work permit. Individuals shall be removed from this Project by the Company upon direction of the Director/Chief Appraiser.

Proposer understands and agrees to comply? YES \_\_\_\_\_ NO \_\_\_\_\_

**Comments:**

3. **List:** At the commencement of the Project, the Company shall submit to the Director/Chief Appraiser, a written list of all personnel proposed to be assigned to this Project with their duties, starting date and qualifications, etc. Company shall maintain this list throughout the term of the Project.

Proposer understands and agrees to comply? YES \_\_\_\_\_ NO \_\_\_\_\_

**Comments:**

4. **Project Manager or Supervisor:** Administration of this Project shall be assigned by the Company to a Project Manager, who shall have not less than ten (10) years of practical appraisal experience involving an extensive working knowledge in assessment administration issues, including extensive experience on the County's current CAMA system. References must be provided. The Project Manager shall be responsible for all work performed by the Company. The Project Manager shall advise the Commercial Division Manager on all issues affecting the Project. The selection of a Project Manager or Supervisor shall be subject to the Approval(s) of the Commercial Division Manager, Deputy and Director/Chief Appraisers.

Proposer understands and agrees to comply? YES \_\_\_\_\_ NO \_\_\_\_\_

**Comments:**

**Cobb County, Georgia  
Request For Proposal**

## Commercial Property Privatization Project

5. **Field Appraisers:** All field appraisers must be trained in data collection, revaluation method analysis and County Field Appraiser Policy and Procedures prior to beginning field work.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

6. **Supervision:** The Company must exercise extreme vigilance over the instruction and supervision of all project staff. All staff shall be properly oriented to the Project including processes, procedures, policy, customer service, quality of work, etc. Company shall be responsible for all supervision of the Field Appraisers and other project staff..

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

7. **Customer Service:** The Company shall instruct and monitor all project staff in providing the highest level of customer service. The Company shall instruct all Field Appraisers that they shall not discuss any property owner or occupant, the value or the assessment of any property they inspect, the property taxes being paid on the property being inspected, or any aspect of the local budget or various County issues or political matters. Incidents with taxpayers / public must be reported immediately to the Commercial Division Manager in accordance with departmental policy.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

8. **Employment, Release or Transfer:** The Project Manager shall notify the Commercial Division Manager immediately and in writing of any employee removed from the Project.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**Cobb County, Georgia  
Request For Proposal**

## Commercial Property Privatization Project

- 9. Identification:** All project staff carry appropriate Company ID cards, which shall include an up-to-date photograph. Field Appraisers shall have a photo ID provided by the County. Field Appraisers without proper ID shall not be allowed in the field until a new ID card is obtained.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 10. Vehicles:** All vehicles in use on this project shall display a magnetic sign on the vehicle clearly identifying them as a contractor for the Cobb County Tax Assessors Office. Sign design shall be approved by the Director/Chief Appraiser in advance.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 11. Computer Access:** Project staff is provided access and passwords to County Computer / Internet on an “as needed” basis. Each employee must read, sign, and submit to the Director/Chief Appraiser a County Computer Access Agreement prior to being assigned a password.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 12. Code of Conduct:** Project staff shall at all times conduct themselves in a manner that brings respect to Cobb County. Project staff shall, at all times, treat the residents, taxpayers, and employees of the County with respect and courtesy. The Company shall take appropriate and meaningful disciplinary measures against those who fail to comply with this provision. Project staff failing to uphold this standard is subject to removal from the Project by the Director/Chief Appraiser.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**Cobb County, Georgia  
Request For Proposal**

## Commercial Property Privatization Project

- 13. Dress Code:** Project staff shall dress in accordance with the Dress Code by the Director/Chief Appraiser.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 14. Solicitation for Employment:** No County employee shall be recruited or employed by the Company, without written prior approval of the Director/Chief Appraiser.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 15. Conflict of Interest:** No Project Staff shall engage in any work in Cobb County that might be perceived as a conflict of interest. Any request for Secondary Employment should be pre-approved by the Contractor's Project Manager, the County Division Manager and Director/Chief Appraiser prior to the Project staff accepting secondary employment.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 16. Good Faith:** The Company shall, in good faith, use its best efforts to assist the Commercial Division Manager in determining that accurate information is collected by the field appraisers. The Company is responsible for fulfilling all of stated requirements in the Contract and Contract Specifications in a timely fashion, consistent with a good faith effort.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**Cobb County, Georgia  
Request For Proposal**

## Commercial Property Privatization Project

- 17. Departmental Efficiencies:** Provide a list of any internal efficiencies to daily work processes or procedures that, if implemented, would both improve productivity and reduce costs.

**Proposer Response:**

- 18. Work Plan:** Describe in detail the proposed work plan and list of significant tasks, methodologies, and responsibilities in order of completion. Provide attachment if necessary.

**Proposer Response:**

- 19. Training Program:** Describe in detail the proposed development and/or training for the project staff. Provide attachment if necessary.

**Proposer Response:**

- 20. Management / Personnel:** Attach resumes of persons who will be assigned to this project, project management and staff. Provide attachment if necessary.

**Proposer Response:**

- 21. County Support:** Provide a list of requested resources to be provided by Cobb County to include, but not limited to, space and equipment. Provide attachment if necessary.

**Proposer Response:**

**Cobb County, Georgia  
Request For Proposal**

## Commercial Property Privatization Project

- 22. History & Reference Data:** List clients/projects of relative size and scope. Show all clients of relative size and project scope for the past five (5) years from all jurisdictions, including other states with notations on those that are still in effect. Include a reference name and telephone number for verification. Indicate length of time for each project. Indicate volume and complexity of work completed on an annual basis for each jurisdiction. List and explain any contracts with other governmental agencies that were terminated prior to the end of the contract period. Provide attachment if necessary.

**Proposer Response:**

- 23. Financial History and Statement of Stability:** (bind separately and mark “Proprietary” and/or “Confidential”) – submit Pro Forma Financial Statements (Balance Sheet and Income Statement) - submit audited or certified financial statements for 2007 and 2008, or the most recent two (2) years.

**Proposer Response:**

- 24. Legal History:** List, explain, and provide status and/or outcome of any litigation in which your firm is shown as plaintiff or defendant within the last five (5) years.

**Proposer Response:**

- C. SCOPE OF SERVICES:** The Georgia Department of Revenue (DOR) examines the tax digest each year to ensure compliance with state law and rules and regulations of the department. Every third year, the DOR conducts a more thorough review of the digest for compliance and this is referred to as a “review year.” For purposes of this contract, 2011 & 2014 will be review years for Cobb County’s tax digest.

The contractor is expected to ensure that the minimum Georgia Department of Revenue standards are met each year as it pertains to compliance with all required assessment studies (maintaining market level and uniformity) and mass appraisal ratio analysis; except when compliance with State of Georgia’s 2009 legislation HB 233 or any subsequent legislation may prohibit it.

The following services are required beginning not later than October 1, 2010. The services will include the review and mass appraisal of all commercial and industrial real estate in the County and all related tasks for ad valorem purposes.

The contractor, under the direction of the Director/Chief Appraiser, shall be responsible for all aspects of the commercial/industrial tax digest, including but not limited to data collection of new structures, site review of all existing improvements, recommendations of values, defense of appeals, all associated administrative responsibilities, customer service, etc.

The contractor shall submit to the Director/Chief Appraiser by November 4, 2010 a comprehensive work plan for 2011 detailing proposed goals, objectives, staff levels, major projects, etc. This plan is to be updated and submitted to the Director/Chief Appraiser monthly with any delays or schedule deficiencies highlighted along with corrective actions in a front page summary.

The contractor shall conduct a complete review and valuation of commercial and industrial property within the County for ad valorem tax purposes for tax year 2011. This will also include defending values at all appeal levels. This review shall include but not be limited to income, cost, and an analysis of all sales to determine level of market. A determination for the updating of neighborhood delineations, income and expense models, and cost models and land value schedules will be made. Results of this review shall be presented to the Director/Chief Appraiser for direction and approval. Date of said presentation shall be no later than February 1, 2011. Revaluation of existing properties is to be completed by April 1, 2011. Presentation of Change of Assessment Notices shall be made to the Director/Chief Appraiser for consideration and approval not later than April 15, 2011. All records will reflect the complete and correct property information, including but not limited to property characteristics and coding, sketches, zoning, digital photos, addresses, values, etc.

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

All commercial and industrial sales are to be analyzed on an on-going basis to determine level of market. Perform the review and revaluation necessary each year to maintain the required level of assessment and equity among property types and present recommendations of value accompanied by Change of Assessment Notices to the Director/Chief Appraiser not later than April 15, 2011.

The Contractor shall receive and review Property Owners' Returns and present recommendations of value accompanied by Change of Assessment Notices to the Director/Chief Appraiser not later than April 15, 2011.

Review and revaluation of properties subject to mapping and zoning changes shall be completed by the contractor and recommendations of value accompanied by Change of Assessment Notices shall be presented to the Director/Chief Appraiser not later than April 15, 2011.

The County will provide Contractor a list of permits issued monthly in unincorporated Cobb County. The County will provide the Contractor copies of permits issued monthly by cities.

The Contractor will be responsible for the measuring and listing of all changes due to building permits, including but not limited to new construction, additions and alterations to existing properties. The Contractor will perform all data entry related to the work into the IAS system. From the date field data is collected through data entry and all necessary quality control shall not exceed 30 days.

The Contractor will inspect all vacant parcels for improvements and determine the percent of completion of improvements as of January 1, 2011. The contractor shall review and revalue properties with new construction and present recommendations of value accompanied by Change of Assessment Notices to the Director/Chief Appraiser not later than April 15, 2011.

The contractor shall be responsible for every aspect of processing of all outstanding appeals, arbitrations, and court cases, including but not limited to receiving, reviewing, making recommendations of value, defense, etc. subject to the direction and approval of the Director/Chief Appraiser.

During the initial 3-year contract, the Contractor shall update digital images of all commercial and industrial properties and enter them in the Landisc Image System consistent with the County's standard dates contained herein may be changed with prior written consent of the Director/Chief Appraiser.

The Contractor, if requested shall present to the Director/Chief Appraiser and other groups any explanations related to the progress and completing of the work performed.

**Cobb County, Georgia**  
**Request For Proposal**  
**Commercial Property Privatization Project**

The Contractor shall develop and maintain a field manual specific to Cobb County, which delineates procedures and techniques specific to Cobb County. The Contractor shall develop and implement a comprehensive quality control plan for all work performance.

The County may change or amend required services during the term of the contract due to market, economic or budgetary conditions and/or procedural, judicial, and legislative changes.

***Disclaimer:***

***The Contractor understands that all dates specified in this RFP may be adjusted by County management due to, but not limited to, scheduling, legislative and/or other requirements as necessary to achieve annual assessment administrative goals.***

<b>Proposer understands and agrees to comply with Section C? YES _____ NO _____</b>
<b><u>Comments:</u></b>

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

#### **IV. Schedule Summary**

- A.** The years prior and post to the projected 2012 County wide reassessment are considered review and maintenance years. For purposes of this proposal, review years are considered to be tax years 2011 and 2014 and maintenance years 2013 .The services performed in these years will include the review and mass appraisal of all commercial and industrial real estate in the County and all related tasks for ad valorem purposes.

<b>Projected Contract Schedule:</b>	<b><u>Tax</u> <u>Year</u></b>	<b><u>Activity</u></b>	<b><u>Contract</u> <u>Year</u></b>
<b>October 1, 2010 to September 30, 2011</b>	<b>2011</b>	<b>Review Year</b>	<b>1<sup>st</sup></b>
<b>October 1, 2011 to September 30, 2012</b>	<b>2012</b>	<b>Revaluation Year</b>	<b>2nd</b>
<b>October 1, 2012 to September 30, 2013</b>	<b>2013</b>	<b>Maintenance Year</b>	<b>3rd</b>
<b>October 1, 2013 to September 30, 2014</b>	<b>2014</b>	<b>Review Year</b>	<b>4th</b>
<b>October 1, 2014 to September 30, 2015</b>	<b>2015</b>	<b>Revaluation Year</b>	<b>5th</b>

#### **B. Summary of Tasks**

The contractor will submit to the Director/Chief Appraiser by the first board meeting of November of each year a comprehensive work plan for the upcoming year detailing proposed goals, objectives, staff levels, major projects, etc. This plan will be updated and submitted to the Director/Chief Appraiser monthly with any delays or schedule deficiencies highlighted along with corrective actions in a front-page summary.

All commercial and industrial sales will be analyzed on an on-going basis to determine the level of market. This includes, but not limited to, arms length transactions, foreclosed, bank sales and short sales activity. The contractor will perform the review and revaluation necessary each year to maintain the required level of assessment and equity among property types and present recommendations of value accompanied by Change of Assessment Notices to the Director / Chief Appraiser not later than April 1 of each year.

**Cobb County, Georgia**  
**Request For Proposal**  
**Commercial Property Privatization Project**

**Task Details:      Maintenance and Review Years**

The Contractor's range of tasks for each maintenance and review year will include but are not limited to the following:

- \* Update photo images of all commercial and industrial properties and enter them in the Landisc Image System consistent with the County's standard.
- \* Measuring and listing all changes due to building permits including new construction, additions and alterations to existing commercial / industrial improvements.
- \* Perform all data entry related work into IAS.
- \* Field activity from data collection, data entry and quality control checks will be completed within a 30-day time period on individual parcels.
- \* The County will provide the contractor a list of permits issued monthly in unincorporated Cobb County as well as those issued monthly from each municipality/city within the County region.
- \* Identification of parcel numbers to be worked as well as identification of areas with new construction activity and inspection of all vacant parcels where new construction activity exists.
- \* Generation of new property review documents, duplicate maps as needed and preparation of all related parcel area packages for field staff required daily or weekly.
- \* Inspection of all vacant commercial / industrial parcels for improvement and determine the percentage of completion of new construction activity four (4) weeks prior to January 1<sup>st</sup> of each year. The date of inspection and level of percent complete will be documented and entered into IAS.
- \* Receive and review "Property Owners Returns" and present recommendations of values accompanied by Change of Assessment Notices to the Director/Chief Appraiser not later than April 15 of each year.
- \* Review and revaluation of properties subject to mapping, zoning, subdivision, splits, combine or market changes will be completed by the contractor and recommendations of value accompanied by Change of Assessment Notices shall be presented to the Director/Chief Appraiser not later than April 15 of each year.
- \* Processing of all outstanding appeals, arbitrations, and court cases, including but not limited to receiving, reviewing, making recommendations of value, defense, etc. subject to the direction and approval of the Director/Chief Appraiser.

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

## **Tax Year 2012: Revaluation Year and Additional Requirements**

The contractor will submit to the Director/Chief Appraiser by November 3<sup>rd</sup>, 2011 a comprehensive work plan for tax year 2012. The plan will outline, in detail: proposed goals, objectives, staff levels, major projects, etc. This plan will be updated and submitted monthly to the Director/Chief Appraiser. The plan should address progress of the project, delays in the project or any schedule deficiencies. Delays or schedule deficiencies should be highlighted along with corrective actions in a front-page summary.

The contractor will conduct a complete review and valuation of all commercial and industrial property within the County for ad valorem tax purposes for tax year 2012. This will include defending values at all appeal levels. This review will include but not be limited to income, cost and an analysis of all sales to determine level of market. A determination for the updating of neighborhood delineations, income and expense models, cost models and land value schedules will be made. Results of this review will be presented to the Director/Chief Appraiser for direction and approval. The revaluation of existing properties will be completed no later than April 1, 2012. Presentation of Change of Assessment Notices will be made to the Director/Chief Appraiser for consideration and approval not later than April 15<sup>th</sup>, 2012. All records will reflect the complete and correct property information, including but not limited to property characteristics and coding, sketches, zoning, digital photos, addresses, values, etc.

Tax Year 2012 revaluation tasks include but are not limited to the site review of all commercial and industrial properties including review and revaluation of properties subject to mapping and zoning changes, inspection of all vacant commercial and industrial parcels for improvements and to determine the percentage of completion on improvements, all related recommendation of value accompanied by relative Change of Assessment Notices to the Director/Chief Appraiser not later than April 15<sup>th</sup>, 2012.

In addition, the contractor will be responsible for every aspect of processing all outstanding appeals, arbitrations, and court cases, including but not limited to receiving, reviewing, making recommendations of value, defense, etc. subject to the direction and approval of the Director/Chief Appraiser.

*The contractor understands that all tasks listed in the maintenance year section will be on-going on an annual basis and are intended to be included as part of the summary of tasks during the Review and Revaluation Years.*

## **Cobb County, Georgia Request For Proposal Commercial Property Privatization Project**

**General Management and Reporting Responsibilities:  
Maintenance, Review and Revaluation Years**

The contractor shall prepare and submit detailed reports as defined by the County for all work performed. The contractor will meet with the Commercial Division Manager and/or Director Chief Appraiser monthly or upon request to review progress, goals and other issues.

The contractor will develop and maintain a field manual specific to Cobb County, which delineates the procedures and techniques employed by Cobb County. The contractor will develop and implement a comprehensive supervision and quality control plan to ensure quality of work performed both on fieldwork and data entry.

<b>Proposer understands and agrees to comply with Section IV? YES _____ NO _____</b>
<b><u>Comments:</u></b>

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

**V. RESPONSIBILITIES OF THE COUNTY**

- A. Office Space & Staffing:** The County shall provide adequate office space for the company to utilize during the project. This Project shall be staffed, by the Company, with clerical personnel as well as other qualified personnel so as to insure the successful completion of the Project.
  
- B. Office Equipment:** The County will provide office equipment including computers, printers, copiers, telephones, etc. as it determines is necessary for the Project.
  
- C. Mail:** Postage will be provided by the County for any correspondence or notices required by this Project.

Proposer understands and agrees to comply? YES _____ NO _____
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<b>Comments:</b>   
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**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

**VI. PROTECTION OF THE COUNTY**

**Insurance Requirements.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**A. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

**B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

**C. OTHER INSURANCE PROVISIONS**

1. General Liability, Automobile Liability, and Umbrella Liability Coverages  
The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

#### D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

#### E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

#### F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

**Cobb County, Georgia**  
**Request For Proposal**  
**Commercial Property Privatization Project**

#### G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured

and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

- 1. Termination:** If the Company fails to perform the Contract in accordance with the terms of the Contract or these Contract specifications or if the County reasonably doubts that the Company's work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract specifications and any addendum thereto, the County shall have the right, in addition to all other remedies it may have after at least ten (10) days written notice to the Company and its surety or bonding company, to declare the Contract in default and thereby terminated, and to award the Project, or the remaining work thereof, to another Contractor. If this termination clause is invoked, the Company's agents and employees shall, at the Director/Chief Appraiser's direction, vacate in an orderly fashion any office space provided by the County, leaving behind all records, properly filed and indexed, as well as other property of the County. Notwithstanding the foregoing, County may at any time without cause terminate this Contract upon ten (10) day's written notice to the Company.
- 2. Severability:** In the event any part of any clause or provision of this Contract or Contract Specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of the clause or provision and such remainder shall be binding upon the parties to the Contract.
- 3. Waiver:** No action or failure to act by the County shall constitute a waiver of any right or duty afforded it under the Contract or Contract Specifications, and shall not prohibit the County from future exercise of any such right.
- 4. Misrepresentation or Default:** The County may void this Agreement if the Company has materially misrepresented any material fact or qualification. The Company shall immediately notify the County of any claim or litigation formally brought against the Company, which will or could have an adverse effect on the Company's ability to perform this Contract.
- 5. Payment:** Payments of billings are due within Thirty (30) days after the date of each billing.
- 6. Contractor Status:** It is expressly understood that the Company is an Independent Contractor with the County. The only obligations the County has to the Company are set forth in the anticipated Contract between the County and the Company awarded this Project.

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

**VII. SCHEDULE:**

- A. Awarding of Contract:** Within a reasonable time after the opening of the Proposals, the County plans to award the Contract for the data collection Project. The County reserves the right to reject any, or any part of, or all Proposal Proposals.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

1. **Signing of Contract:** Within thirty (30) days after the County has sent Notice of Award to the selected Company, that Company shall execute with the County a Contract based on these Contract specifications, as possibly revised by negotiation.
  - a. **Changes:** Changes in these Contract Specifications will be permitted only upon written mutual agreement of the Company and the County.
  - b. **Subletting:** The Company shall not assign or transfer the Contract or any interest, or any part therein without first receiving written approval from the County, and the bonding company. It shall be mutually agreed and understood that said consent by the County shall in no way release the Company from any responsibility or liability as covered in these Contract Specifications.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**2. Field Appraiser and Commercial Assessment Administration Schedule:**

**Start:** The Company shall start the work on or before October 1, 2010 or such other date as agreed to by the Director/Chief Appraiser.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

3. **Periodic Payments, Progress Reports and Project Work Plan:** On the last business day of the month during the term of the contract, the Company shall certify by written progress report to the Director/Chief Appraiser along with an invoice.

The Director/Chief Appraiser will authorize payment for work performed satisfactorily based upon the contracted payment schedule.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

### VIII. RECORDS

The County shall provide access to property record cards and data collection cards, supplies, equipment, forms, literature, papers and systems to be used in this Project at no additional cost to the Company.

- A. CAMA System:** The County shall provide access to the IAS CAMA system including software, data files and documentation (with training materials and manuals). All data entry throughout the Project shall be the responsibility of the Company.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 1. Required Record Information:** The property records shall contain information affecting values, including but not limited to; verifying the address of the property, parcel identification number, property class code, owner of record, size, and physical characteristics of land, public utilities available, public improvement, zoning, a sketch of all major buildings and a listing of all the components of each major building. The component listing shall include, but is not limited to, exterior walls, story height, style, age, condition, foundation, basement finish, room count, bath count, attic information, interior finish, heat, etc.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

## Cobb County, Georgia Request For Proposal Commercial Property Privatization Project

- 2. Inspection:** All physical improvements shall be inspected and all measurements verified for accuracy. All interior and exterior construction details will be shown. Sketches of improvements, including dwellings, shall be drawn to scale with

dimensions given on the property record card.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 3. Property Records:** The County shall supply access to all property record cards and existing data collection cards.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 4. Additional Supplies:** All forms used in this project shall be subject to approval by the Director/Chief Appraiser as to format, design, content, shape, size, color, quality and quantity. All such forms shall be provided by the County.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- B. Records are County Property:** The Original or a copy of all records and computations, including machine readable data bases made by the Company for this project shall, at all times, be the property of the County and upon completion of the project or termination of the Contract by the County, shall be left in good order in custody of the Director/Chief Appraiser. Such records and computations shall include, but not be limited to: (1) tax maps; (2) data collection cards; (3) property record cards; (4) all forms or correspondence including letters or memoranda to individuals, corporations, property owner's, or groups of organizations explaining the data collection methods used in this County or on this project.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

- 1. Director/Chief Appraiser's Records:** The Company shall use a system approved approved by the Director/Chief Appraiser to accurately account for all records and maps, which may be taken from the files of the County in connection with this project.

All such records and maps shall be returned immediately. None of the County's records shall be taken outside the County without prior written permission of the Director/Chief Appraiser.

Throughout the Project, the Company shall satisfy all requests made by the County for information as to the Company's planned work schedule for the project, personnel employed on the Project, procedures utilized, and the status of the work. Written monthly progress reports are required throughout the duration of the project, commencing thirty (30) days from the date the Contract is signed.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

## **IX. FIELD APPRAISAL OF COMMERCIAL BUILDINGS & STRUCTURES**

### **A. FIELD APPRAISAL AND DATA COLLECTION SERVICES**

- 1. Customer Service:** Providing a high quality of customer service is of the utmost importance to Cobb County. The Company shall include on-going training and procedures for field appraisers and others working on this project that emulate Cobb County's commitment to providing the highest level of customer service.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

## **Cobb County, Georgia Request For Proposal Commercial Property Privatization Project**

- 2. Data Collection:** The Director/Chief Appraiser will designate the Company to view by physical inspection all commercial and industrial real property in Cobb County for this assessment administration project in compliance with Georgia General Statutes.

The Company shall make a listing of physical construction details of all the structural improvements pertinent to commercial property in the County, on data collection cards and/or property record cards, for entry into the CAMA database.

The data is to be collected in accordance to the procedures outlined in the Cobb County Commercial Data Collection Field Manual. A copy of which has been attached to this RFP for reference.

- a. **Field Appraiser Identified:** The data collection card (field card) or property record card shall indicate the initials of the field appraiser and date (s) of the listing.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

- 3. **Exterior Inspection:** Company shall comply with the County’s standard field check procedures including but not limited to the following:
  - a. The address of each property must be verified.
  - b. The perimeter dimensions of all buildings and improvements shall be reviewed and verified for accuracy.
  - c. All buildings and improvements shall be measured, when required, to the nearest foot. (Six (6) inches or less should be rounded down greater than six (6) inches should be rounded up.)
  - d. Existing sketches will be updated to reflect current measurements and any unrecorded additions or exterior features added to the sketch.
  - e. Physical characteristics of the land-only parcels shall be verified in the field.

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

**4. Exterior Inspection Response:**

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

5. **Data Mailer/Door Hangars:** Customer service plays an important role in the success of the project. Data mailers and/or door hangers will be utilized on this project. The input received will be valuable during the next revaluation. After the contract has been awarded the Director/Chief Appraiser shall decide which procedure or combination of procedures will work for Cobb County. The door hangers and/or data mailers will be provided by the County.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**B. CONTROL & QUALITY CHECK**

1. **Field Checks:** The Director/Chief Appraiser or his designated personnel may spot check in the field, properties picked at random by the Director/Chief Appraiser, with or without the appropriate Company supervisor.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

2. **Company Quality Control:** The Company shall establish an internal method of quality control to ensure accuracy of each aspect of the project including, customer service, data collection, data entry and updating photographs. The Company must develop and submit a formal Quality Control program, subject to the approval of the Director/Chief Appraiser, prior to beginning field work on the project.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

3. **Incomplete / Discovered Construction:** The Company shall deliver to the Director/Chief Appraiser a detailed monthly report showing the accounts that have incomplete improvements as well as those accounts that had new construction discovered during the project. Notations will be made on the related property records explaining that the improvement is incomplete or recently discovered. The accounts will also be ‘flagged’ in a manner to allow

the County to easily identify them.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**C. IMAGING**

1. The Company will take at least two digital photographs of each major commercial improvement and one of each significant accessory structure. Photographs will be taken during the data collection activity. Every attempt will be taken to include in the image the height, shape, construction type and the general exterior condition of the building. Any re-shoots necessary are to be completed no later than 90 days after the initial data collection date.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

2. Photographs will be loaded into the County's LANDISC imaging system by the Company.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

**X. TRANSMITTAL OF RECORDS TO THE DIRECTOR/CHIEF APPRAISER**

- A. Regular periodic delivery of data, as completed, and in accordance with the schedule provided in the section of these specifications entitled "Completion Dates", shall be made to the Director/Chief Appraiser for his/her review.

Property data shall not be made public except to the extent public access may be

compulsory under the provisions of applicable law.

Proposer understands and agrees to comply? YES _____ NO _____
<b>Comments:</b>

**XI. RESPONSIBILITY OF COUNTY**

**A. NATURE OF SERVICE:** It is clearly understood and agreed that the services rendered by the Company are in the nature of assistance to the Director/Chief Appraiser and all decisions shall rest with the Director/Chief Appraiser. The Company shall, in good faith, use its best efforts to assist the Director/Chief Appraiser in determining accurate and proper listings and shall not under list or over list building or other property to avoid or to minimize its responsibilities as outlined in these specifications. With regard to viewing all commercial property in the County by physical inspection in the conduct of this assessment administration Project, the Director/Chief Appraiser will designate the Company to view by physical inspection all commercial and industrial property in the County in compliance with Georgia General Statutes.

Proposer understands and acknowledges? YES _____ NO _____
<b>Comments:</b>

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

**B. COOPERATION:** The Director/Chief Appraiser, County, and its employees will cooperate with and render all reasonable assistance to the Company and its employees in the course of this Project.

Proposer understands and acknowledges? YES _____ NO _____
<b>Comments:</b>

**C. ITEMS FURNISHED OR MADE AVAILABLE BY COUNTY TO THE COMPANY:**

1. **CAMA Database & CAMA Software:** The Director/Chief Appraiser will make available to the Company the current CAMA database and CAMA software.
2. **Property Records:** The County shall provide the ability to print current copies of all property record cards through the CAMA software. The County will also provide any existing data collection cards for use on the project.
3. **Introduction:** The Director/Chief Appraiser shall furnish letters of introduction and authority to visit real estate in the County. The Director/Chief Appraiser shall sign the photo ID cards provided by the Company for its employees for this Project.
4. **Mailing Address:** The County shall furnish through the Director/Chief Appraiser’s Office access to the current mailing addresses of all property owners.
5. **Computer Hardware:** All work will be performed on the County’s hardware, to which the Company will have access for the duration of the project.

Proposer understands and acknowledges each item under this subparagraph C?	YES _____ NO _____
<b><u>COMMENTS:</u></b>	

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

**XII. RESPONSIBLE TO THE COMMERCIAL DIVISION MANAGER AND THE DIRECTOR/CHIEF APPRAISER**

It is understood and agreed that the assessment administration of properties covered by the agreement shall conform to the procedures and technical requirements of the Director/Chief Appraiser and, at least monthly, the Company’s Project Manager (Supervisor) and the Commercial Division Manager and/or Direct/Chief Appraiser shall discuss the progress and various other details of the Project. At this monthly discussion, written “Progress/Manager’s Reports” shall also be submitted prior to making any payment due the Company. These discussions may be scheduled to occur more frequently if it is found to be necessary by the Director/Chief Appraiser.

Proposer understands and agrees to comply? YES \_\_\_\_\_ NO \_\_\_\_\_

**Comments:**

**Cobb County, Georgia  
Request For Proposal  
Commercial Property Privatization Project**

**FIELD INSPECTION PROCEDURES**

Field data collection and reviews shall be done in accordance with **Field Inspection Procedures** as set forth in Exhibit D.

**CONFLICT OF INTEREST**

The Contractor shall comply with and agree to provisions set forth in the **Conflict of Interest Statement** as provided in Exhibit A.

**CONFIDENTIALITY STATEMENT**

The Contractor shall comply with and agree to provisions set forth in the **Confidentiality Statement** as provided in Exhibit B.

**HOLD HARMLESS & INSURANCE REQUIREMENTS**

The Contractor shall comply with and agree to provisions of **Hold Harmless & Insurance Requirements** as provided in Exhibit C.

**PROPOSAL EVALUATION**

A committee of County staff will evaluate proposals. The committee will review each proposal based on a Competitive Proposal format taking into account responsiveness to the RFP, qualitative factors of the Proposer's prior performance, and proposed fees. It is important to note that under a Competitive Proposals format, price is considered a factor in the decision making process, but that price is not considered as the sole determining factor in the final decision. The committee's recommendation of the successful Proposer will be presented to the Cobb County Board of Tax Assessors for its consideration, and then to the Cobb County Board of Commissioners for approval.

A committee of County staff will review the Proposer's range of services and associated pricing submitted and make the necessary decisions that will form the primary core services within the final contract. The County reserves the right to revise those core services as necessary should external economic, budgetary or legislative factors outside the control of County management require it for the duration of the contract.

## **Request For Proposal Commercial Property Privatization Project**

**CRITERIA FOR SELECTION:** The following selection criteria will be used as the basis for the evaluation of proposals: Staffing Plan, Performance, Approach, Firm Expertise/Experience, Availability, Financial Stability, and Cost. The criteria are not necessarily listed in order of importance.

### **CONTRACT NEGOTIATIONS**

Pending approval and authorization by the Cobb County Board of Tax Assessors and the Cobb County Board of Commissioners, the County will initiate contract negotiations with the selected Proposer. It is anticipated that a contract to begin services will be executed within thirty (60) days of final approval by the Cobb County Board of Commissioners with work to commence on October 1, 2010.

The Contract shall be for an initial period of three (3) years, renewable annually for an additional two one year terms at the option of Cobb County and subject to the provisions of Code of Georgia, Section 36-60-13.

The final contract shall be in a form determined by the County, shall reflect the provisions as set forth in this RFP and the RFP response shall be made a part of the contract by reference.

# Commercial Property Privatization Project

## **RFP RESPONSE SECTION**

Each section must have a comprehensive response that addresses all related requirements of this RFP. If additional space is required, pages may be attached provided each page is labeled with the corresponding section title.

### Information to be provided in proposals

- A. Firm/Individual Information
- B. Firm/Individual Qualifications
- C. Proposed Services
- D. Proposed Comprehensive Work Plan for 2011
- E. Client References
- F. Conflict of Interest Statement

### **A. FIRM/INDIVIDUAL INFORMATION**

1. Firm name, address, and telephone number.

\_\_\_\_\_

\_\_\_\_\_  
Telephone number \_\_\_\_\_

2. Name, title, and contact information of official(s), empowered to enter into a contract on behalf of firm.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

3. Year the firm was established.
4. Number of full-time employees as of the date of proposal submission. Also show the number in Georgia.
5. Total number of firm employees as of the date of proposal submission. Also show the number in Georgia.

**Cobb County, Georgia  
Request For Proposal**

## **Commercial Property Privatization Project**

6. As the date of proposal submission, how many clients are provided similar services by the firm? How many are Georgia County Governments?
7. List all Georgia County Government clients that have been served over five consecutive years (since 2005).
8. Provide a list of Georgia County Governments with which the firm has ceased doing business over the last five years, and include reasons why.
9. Has the firm or principals of the firm, individually or corporately, been involved in litigation as a plaintiff or defendant against any federal, state, or local governments within the last seven years? If so, a complete explanation for each occurrence must be attached.
10. Has the firm filed for bankruptcy protection in the last seven years? If so, provide details.
11. Does the firm or any employee of the firm provide property tax related services to private companies or individuals? If yes, provide detailed explanation.

### **B. FIRM/INDIVIDUAL QUALIFICATIONS**

1. List name, title, and responsibilities of each person designated or anticipated to serve the Cobb project.
2. Show appraisal certifications and designations obtained or achieved by all persons to be involved in the Cobb project.
3. Statement of education and experience of persons to be involved in the Cobb Project.
4. Show in detail the experience of each person to be involved in the Cobb Project with respect to the most current version I.A.S. (4.0), Landisc, GIS, as well as Georgia Law, Rules and Regulations, etc.

## **Cobb County, Georgia Request For Proposal Commercial Property Privatization Project**

### **C. PROPOSED SERVICES**

Following the Required Services as presented in this RFP, identify and fully explain the services to be provided. A detailed work plan including timelines to accomplish the required tasks shall be included. **Information provided should include:**

- An organization Chart
- A work plan and schedule
- Identification of positions and responsibilities
- Description of training programs
- Identification of subcontractors
- Proposed reporting strategies
- Proposed quality control plans

**Any additional service offered or proposed deviation from the Required Services must be clearly and fully explained.**

### **D. CLIENT REFERENCES**

Provide information for three or more clients for whom related services have been provided over the last five (5) years. (County Government clients are preferred.) Cobb County reserves the right to keep all reference responses confidential.

Provide Client Name, Contact Name, Title, Telephone Number, Description of Services provided, and for what period of time.

**Exhibit A**

**CONFIDENTIALITY STATEMENT**

- Contractor agrees that neither it nor any of its employees, agents, or other persons or organizations over which it has control, will at any time during or after its relationship with the BTA, directly or indirectly use any taxpayer's confidential information for any purpose not associated with BTA activities, or disseminate or disclose any of the confidential information to any person or organization not connected with BTA, without the express written consent of BTA. Contractor also agrees to ensure that it will undertake all necessary and appropriate steps to ensure that the confidentiality of that information considered confidential in its possession will be maintained.
- Upon termination of its relationship with BTA, Contractor agrees that all documents, records, notebooks, and similar repositories of or containing confidential information, including copies of such materials, then in its possession, whether prepared by it or others, will be returned to BTA, as circumstances require. All files, records, and documents containing information or data relating to the Cobb Project shall be deleted permanently from the firm's data base and files unless otherwise agreed to by the BTA.
- In the event that Contractor shall breach this nondisclosure agreement, or in the event that such breach appears to be an imminent possibility, the BTA shall be entitled to all legal and equitable remedies afforded it by law as a result of the breach.
- Each employee of Contractor working on the Cobb Project shall agree to and sign a similar Confidentiality Statement.
- To the extent that any information is subject to the Open Records Act, BTA and Contractor will make those records available to the public.
- This statement is binding upon Contractor and upon its respective executors, employees, administrators, legal representatives, successors, and assigns.
- This statement shall be governed for all purposes by the laws of the State of Georgia. If any provision is declared void, or otherwise unenforceable, that provision shall be deemed to have been severed from this statement, which shall otherwise remain in full force and effort.

I (we) the undersigned agree to comply with the provisions set forth above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

**Exhibit B**

**CONFLICT OF INTEREST STATEMENT**

- Contractor certifies that to the best of his/her knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this contract; that no employee of the County, or any member thereof, or any public agency or official affected by this contract has any pecuniary interest in the contract; and that no person associated with the Contractor or his subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the contract.
  
- Contractor certifies that neither the firm nor any of its employees are employed by or contracted with any individual or group of property owners in any property tax or property valuation matter.
  
- Should the Contractor become aware of any circumstances that may cause a conflict of interest during the term of this contract the Contractor shall immediately notify BTA. If BTA determines that a conflict of interest exists, BTA may require the Contractor to take action to remedy the conflict of interest or terminate the agreement without liability. BTA shall have the right to recover any fees paid for services rendered by Contractor that were performed while a conflict of interest existed and did not notify BTA within one week of becoming aware of the existence of the conflict of interest.

I (we) the undersigned agree to comply with the provisions set forth above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

**Exhibit C, Page 1**

**HOLD HARMLESS AND INSURANCE REQUIREMENT**

**(1) HOLD HARMLESS AGREEMENT**

Contractor does hereby agree, to the fullest extent provided by law, to hold the County, its elected officials, appointed officials, and other officers, agents and employees, harmless from any and all claims made against the officers, agents and employees of the County, which arise out of any action or omission of Contractor or any of its officers, employees or agents. The agreement to hold the County, its officers, agents and employees harmless shall not be limited to the limits of the liability insurance required under the provisions of this contract.

**(2) INSURANCE REQUIREMENTS**

Contractor will procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the work by Contractor, its agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

- (1) **General Liability**: \$1,000,000 General Liability, combined single limit per occurrence, for bodily injury, personal injury, property damage, contractual liability, and broad form property damage.
- (2) **Automobile Liability**: \$1,000,000 Automobile Liability, combined single limit per accident, for bodily injury and property damage, including owner, non-owned, hired, leased or rented vehicles.
- (3) **Workers' Compensation and Employers' Liability**: \$100,000 Employers' Liability limits per accident and Workers' Compensation limits as required by the Labor Code of the State of Georgia.
- (4) **Professional Liability Insurance**: \$1,000,000 to cover damages resulting from errors or omissions of Contractor.
- (5) **Umbrella Liability Insurance**: \$5,000,000 protection with combined single limits per occurrence.

B. DEDUCTIBLES AND SELF-INSURED RETENTION: Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its elected officials, appointed officials, and other officers, agents and employees, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**Exhibit C, Page 2**

C. **OTHER INSURANCE PROVISIONS:** The policies are to contain, or be endorsed to contain, the following provisions:

**(1) General Liability and Automobile Coverage**

- a) The County, its elected officials, appointed officials, and other officers, agents and employees officers, officials, employees, and volunteers are to be covered as additional named insured as respects liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor.
- b) The coverage shall contain no special limitation on the scope of protection afforded to the County, its elected officials, appointed officials, and other officers, agents and employees, and volunteers. Nothing in this paragraph shall be construed to require Contractor to provide liability insurance coverage to the County for claims asserted against the Owner for its negligence.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected officials, appointed officials, and other officers, agents, employees, officials, and volunteers.
- d) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(2) Workers' Compensation and Employers' Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees, and volunteers for losses arising from work performed by Contractor for the County.

**(3) All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

**Exhibit C, Page 3**

- D. **ACCEPTABILITY:** Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
  
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

## Exhibit D

### Field Inspection Procedures

**All fieldwork must be performed in accordance with the Cobb County Commercial Data Collection Procedures Manual, Commercial Review Manual, and Georgia Law. Listed below are some of those responsibilities.**

#### **On site;**

- *Property Identification;*  
First locate the property by the tax parcel number. Cross-reference to make sure you are at the correct parcel. Use lot numbers, addresses, permits posted, etc. Do not rely solely on an address to identify a parcel.
- *Taxpayer contact;*  
Cobb County's customer relation policy should always be met. The department's Incident with Property Owners Policy will be followed. Greet the taxpayer, identify yourself and inform them of the reason you are inspecting their property. Question the taxpayer regarding the structure, problems with the structure, etc. to help in the listing and valuation process. Ask for any economic information to help assist you with the valuation or verify the County records, making sure to emphasize that answering these questions is purely voluntary. If you are asked to leave the property, then leave the property immediately. Return to the street in front of the property and estimate the property to the best of your ability.
- *Documentation;*  
Document the tax year and reason for inspection for each property in IAS. Note whether or not information was received from the owner, tenant or agent on site. The appraiser visiting the property and the date of the inspection should also be part of IAS records. Physical, functional and locational characteristics, including but not limited to the quality of construction, physical condition, remodeling/renovations, additions or deletions to the structure, design/style factors affecting value, economic factors affecting value, lot accessibility, topography and easements should be entered in IAS.
- *Measuring and Sketching of Improvements;*  
All measurements should be accurate to the nearest foot. Measurements six inches or less should be rounded to the lowest foot, with measurements more than six inches rounded to the next highest foot. Measurements utilized from blueprints or plans should be field verified as to the accuracy of the measurements and plans.
- *Photographs*  
Digital photographs are to be taken that well represent the subject property including at a minimum one frontal photo and one rear photo of each improvement and major accessory improvement. Photographs are to be entered into Landisc as soon as practical after work is turned in to the office and all quality control has been completed. A new set of photographs is to be taken each as part of each data collection site visit and review.

## Exhibit E

### TECHNICAL SPECIFICATIONS AND REQUIREMENTS

The County's real estate information resides on two (2) Sun Solaris servers and one (1) Dell Win2000 server. The operating system is UNIX. The County utilizes SQL Application Language, Oracle 8i Data Base. The County's CAMA system utilizes Integrated Assessment Systems (IAS), Version 4.0.27.07. The Digitized images are stored on the Landisc System. The information is retrieved on Windows 98, Windows 2000 and Windows XL operating systems.

The County has a GIS system based in URISA Arc Info software. The Assessor's office will have completely digital maps for the 2009 digest.

The current digital images are in JPEG format, 640x480 pixels, in RGB True colors and taken at the lowest resolution setting. The images range from approximately 50 to 150KB. The same format and resolutions as the existing images shall continue to be the standard, unless updated by the County.

## Compliance with Georgia Security and Immigration Compliance Act

Effective: 04/26/10 (Replaces all prior versions)

### BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

#### Definitions:

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Additionally, before a bid for any such service is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b)(1).

Based upon the County’s experience, additional compliance certification shall be required of all contractors and their subcontractors at the time work is commenced under any contract for the physical performance of services.

### PROCEDURE

1. Bid Documents: Bid documents should contain information regarding the contract language requirement below.
2. Responsive Bid Documents: Responsive bid documents must include a signed, notarized affidavit from the contractor in the form attached. If the affidavit is not submitted **at the time of the bid**, the applicant will be **disqualified**.

**This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.**

3. Contract Language: Affirmative language shall be contained in contracts for the performance of services to cover all statutory and County requirements; such language shall require:
  - (a) Affidavits in the form attached be executed from a contractor (and any subcontractors, regardless of tier) showing compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. Such affidavits should be attached to the contract and/or subcontracts.
  - (b) That the contractor will be responsible for securing affidavits, and submitting them to the County, for any subcontractors (or sub-subcontractors) employed or

retained for work under the contract.

- (c) That the contractor will comply with the requirements for submitting Compliance Certification (as discussed below);
- (d) That failure to comply with any of the requirements and procedures of the County (i.e., failure to supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County officials upon request; and/or failure to continue to meet any of the foregoing obligations during the life of the contract) shall constitute a material breach of the contract and shall constitute a material breach of the contract and shall entitle the County to dismiss any general contractor, subcontractor, or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements.
- (e) That upon notice of a material breach of these provisions, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

- 4. Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto and submit the same to the County.

After commencing work under any contract the physical performance of services, the contractor shall update the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto whenever there is a change in personnel and every six (6) months during the term of the contract.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor and submit the same to the County.

***FORM ATTACHMENTS:***

- 1. CONTRACTOR AFFIDAVIT & AGREEMENT
- 2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT
- 3. EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

Effective: 04/26/10 (Replaces all prior versions)

**CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.
- (4)

\_\_\_\_\_  
EEV/Basic Pilot Program User ID Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 201\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*\*The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program 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).*

**This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.**

Effective: 04/26/10 (Replaces all prior versions)

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

\_\_\_\_\_  
EEV/Basic Pilot Program User ID Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 201\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*\*The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program 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).*

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Effective: 04/26/10 (Replaces all prior versions)

**EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION**  
*(To be completed by Contractors and all Subcontractors prior to contract initiation,  
every 6 months after commencement of work, and at any time that  
there is a change in personnel assigned to the project.)*

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee’s involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9’s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

**Sworn to by:**

**Contractor Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

SWORN AND SUBSCRIBED  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

Notary Public  
Commission Expires: \_\_\_\_\_

Effective: 04/26/10 (Replaces all prior versions)  
**PROPOSER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

# \_\_\_\_\_, Dated    /    /   

# \_\_\_\_\_, Dated    /    /   

# \_\_\_\_\_, Dated    /    /   

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_