



75 Langley Drive • Lawrenceville, GA 30045-6900
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

September 2, 2008

**INVITATION TO BID:
BL114-08**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified vendors for the **Sale of Surplus Property at Reynolds Mill Drive** for the Department of Support Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the Bid # and Company Name. Bids will be received until 2:50 P.M. local time on **Tuesday, September 30, 2008** at the Gwinnett County Purchasing Office, 75 Langley Drive, Second Floor, Lawrenceville, Georgia 30045. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

**Open House: 1625 Reynolds Mill Drive, Lawrenceville, GA 30043
Thursday, September 11, 2008 (1:00 P.M. until 4:00 P.M.)**

Questions regarding bids should be directed to Janice Bradshaw, Purchasing Associate III at Janice.bradshaw@gwinnettcounty.com or by calling 770-822-8731 no later than Tuesday, September 23, 2008. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Percy Scott, Gwinnett County Justice and Administration Center, 770-822-7016.

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

Award will be made to the vendor submitting the highest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. With limited response, Gwinnett County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

All companies submitting a bid will be notified in writing of award. We look forward to your bid and appreciate your interest in Gwinnett County.

Janice Bradshaw

Janice Bradshaw, CPPB
Purchasing Associate III

:jb



This Page Should Be Returned As Your Bid**BID SCHEDULE****PRICE FOR PROPERTY**

1625 Reynolds Mill Drive
Lawrenceville, GA.

\$ _____

Tax Map Reference: 7-069-317

Sale will be to the highest responsible bidder, **for a price not less than the appraised value of \$168,000.00** in accordance with O.C.G.A. 32-7-4 and upon recommendation of the user department and approval of the Board of Commissioners.

Fair Market Value is \$168,000.00

Property will be sold by "Quit Claim Deed". Sale is subject to approval of the Gwinnett County Board of Commissioners in a regularly scheduled public meeting (first and third Tuesdays of each month). Documents will be executed between the successful bidder and Gwinnett County.

Successful bidder must close on property within 30 days of the Notice to Award.

Legal Business Name _____ Federal Tax ID _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 68 of the 7th District, Gwinnett County, Georgia, being Lot 22, Block A of Reynolds Mill as per plat thereof recorded in Plat Book 58, Page 181, Gwinnett County records, said plat being incorporated herein by reference thereto.

LESS AND EXCEPT the following described tract of fee simple right of way:

All that tract or parcel of land lying and being in Land Lot 68 of the 7th District, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at point RW10003, said point being 37.08 feet left of Russell Road Construction Centerline Station 133+54.999; running thence N 50° 46' 11.7" E a distance of 51.08 feet to point RW10004, said point being 37.08 feet left of Russell Road Construction Centerline Station 134+06.076; thence N 31° 44' 23.4" W a distance of 73.55 feet to point RW10005, said point being 110.00 feet left of Russell Road Construction Centerline Station 134+15.664; thence S 50° 46' 13.9" W a distance of 60.66 feet to point RW10006, said point being 110.00 feet left of Russell Road Construction Centerline Station 133+54.999 on said centerline; thence S 39° 13' 46.7" E a distance of 72.93 feet back to the POINT OF BEGINNING.

Said tract consisting of 4,074.37 square feet and being Required Right of Way for Parcel 17 (Tract 1) according to Sheets 3 and 5 of that certain set of Gwinnett County Department of Transportation right of way plans prepared by Pond & Company for Russell Road Sidewalk & Safety Improvements from Ashbrook Drive to Hambridge Court, dated June 27, 2003, as revised October 20, 2004.

FURTHER LESS AND EXCEPT the following described tract of fee simple right of way:

All that tract or parcel of land lying and being in Land Lot 68 of the 7th District, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at point RW10044, said point being 73.84 feet left of Russell Road Construction Centerline Station 131+65.852; running thence S 60° 8' 31.9" E a distance of 3.78 feet to point RW10045, said point being 70.29 feet left of Russell Road Construction Centerline Station 131+67.153; thence Southeasterly 40.634 feet along the arc of a curve (said curve having a radius of 26.00 feet and being subtended by a chord having a length of 36.622 feet on a bearing of S 84° 27' 27.7" E) to point RW10046, said point being 44.15 feet left of Russell Road Construction Centerline Station 131+92.807; thence N 50° 46' 12.9" E a distance of 97.42 feet to point RW10047, said point being 44.00 feet left of Russell Road Construction Centerline Station 132+90.220; thence N 64° 37' 57.8" E a distance of 28.90 feet to point RW10048, said point being 37.08 feet left of Russell Road Construction Centerline Station 133+17.70; thence S 50° 46' 11.8" W a distance of 132.52 feet to point RW20064, said point being 37.32 feet left of Russell Road Construction Centerline Station 131+85.675; thence Northwesterly 31.430 feet along the arc of a curve (said curve having a radius of 20.000 feet and being subtended by a chord having a length of 28.294 feet on a bearing of N 84° 42' 24.7" W) to point RW20066, said point being 57.43 feet left of Russell Road Construction Centerline Station 131+65.769; thence N 39° 51' 54.5" W a distance of 16.41 feet back to the POINT OF BEGINNING.

Said tract consisting of 1,053.76 square feet and being Required Right of Way for Parcel 17 (Tract 2) according to Sheets 3 and 5 of that certain set of Gwinnett County Department of Transportation right of way plans prepared by Pond & Company for Russell Road Sidewalk & Safety Improvements from Ashbrook Drive to Hambridge Court, dated June 27, 2003, as revised October 20, 2004.

SUBJECT TO a permanent easement for the construction and maintenance of drainage reserved by Gwinnett County, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 68 of the 7th District, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at point RW10003, said point being 37.08 feet left of Russell Road Construction Centerline Station 133+54.999; running thence Northwesterly to point RW10006, said point being 110.00 feet left of Russell Road Construction Centerline Station 133+54.999; thence Northeasterly to point RW10005, said point being 110.00 feet left of Russell Road Construction Centerline Station 134+15.664; thence Northwesterly to point ESMT20212, said point being 130.00 feet left of Russell Road Construction Centerline Station 134+17.630; thence Southwesterly to point ESMT20211, said point being 130.00 feet left of Russell Road Construction Centerline Station 133+55.000; thence Southwesterly to point ESMT20210, said point being 95.42 feet left of Russell Road Construction Centerline Station 133+00.000; thence Southwesterly to point ESMT20067, said point being 70.00 feet left of Russell Road Construction Centerline Station 132+04.039; thence Southwesterly to point ESMT20107, said point being 60.94 feet left of Russell Road Construction Centerline Station 131+68.841; thence Southeasterly along the arc of a curve (said curve having a radius of 26.000 feet and being subtended by a chord having a length of 29.256 feet on a bearing of S 85° 0' 27.1" E) to point RW10046, said point being 44.15 feet left of Russell Road Construction Centerline Station 131+92.807; thence Northeasterly to point RW10047, said point being 44.00 feet left of Russell Road Construction Centerline Station 132+90.220; thence Northeasterly to point RW10048, said point being 37.08 feet left of Russell Road Construction Centerline Station 133+17.70; thence Northeasterly back to the POINT OF BEGINNING.

Said tract consisting of 9,291.96 square feet and being a required permanent easement for the construction and maintenance of drainage for Parcel 17 according to Sheets 3 and 5 of that certain set of Gwinnett County Department of Transportation right of way plans prepared by Pond & Company for Russell Road Sidewalk & Safety Improvements from Ashbrook Drive to Hambridge Court, dated June 27, 2003, as revised October 20, 2004.

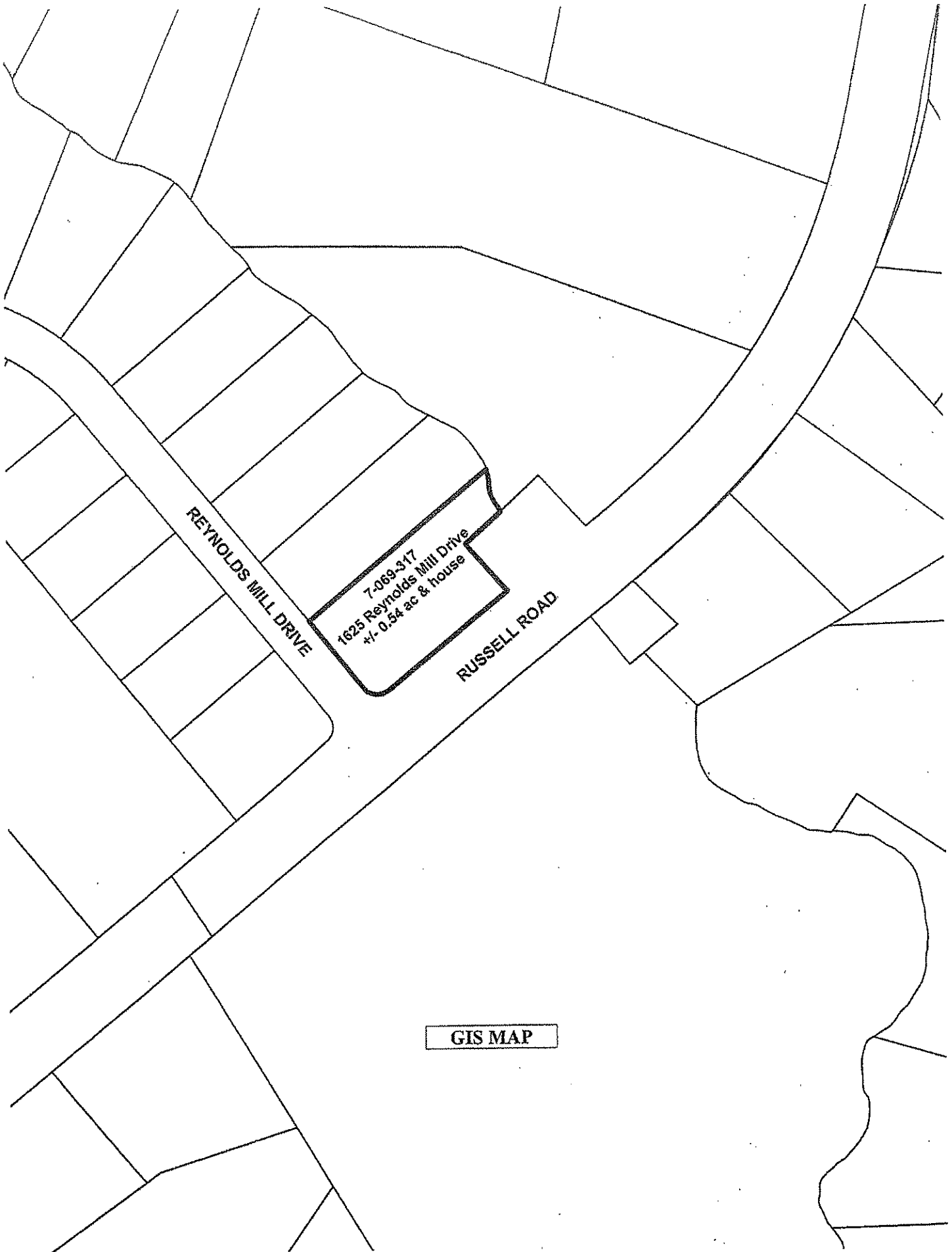
SUBJECT TO a permanent easement for the construction and maintenance of slopes reserved by Gwinnett County, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 68 of the 7th District, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at point ESMT20068, said point being 122.79 feet left of Russell Road Construction Centerline Station 131+66.121; running thence Southeasterly to point ESMT20107, said point being 60.22 feet left of Russell Road Construction Centerline Station 131+65.978; thence Northeasterly to point ESMT20067, said point being 70.00 feet left of Russell Road Construction Centerline Station 132+04.039; thence

Northwesterly back to the POINT OF BEGINNING.

Said tract consisting of 1,219.35 square feet and being a required permanent easement for the construction and maintenance of slopes for Parcel 17 according to Sheets 3 and 5 of that certain set of Gwinnett County Department of Transportation right of way plans prepared by Pond & Company for Russell Road Sidewalk & Safety Improvements from Ashbrook Drive to Hambridge Court, dated June 27, 2003, as revised October 20, 2004.



GIS MAP



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

1625 Reynolds Mill Drive
Lawrenceville, GA 30043

for

Gwinnett County DoSS
75 Langley Drive
Lawrenceville, GA
30045

as of

6/23/2008

by

Gregory N. Malcolm
1243 Kylemore Lane
Snellville, GA 30078

Greg Malcolm & Associates, Inc.

June 26, 2008

Gwinnett County DoSS
75 Langley Drive
Lawrenceville, GA
30045

Property -	1625 Reynolds Mill Drive
Borrower -	Lawrenceville, GA 30043
File No. -	Gwinnett County
Case No. -	16741

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 1625 Reynolds Mill Drive, Lawrenceville, GA.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 6/23/2008 is :

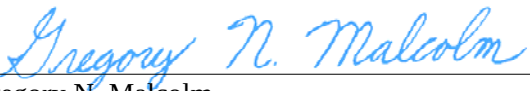
\$168,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Greg Malcolm & Associates, Inc.



Gregory N. Malcolm
GA Certification #CG000857

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	1625 Reynolds Mill Drive	City	Lawrenceville	State	GA	Zip Code	30043
Borrower	Gwinnett County	Owner of Public Record	Gwinnett County	County	Gwinnett		
Legal Description	LL 69, 7th District, Lot 22A, Reynolds Mill						
Assessor's Parcel #	7-069-317	Tax Year	2007	R.E. Taxes	\$89		
Neighborhood Name	Reynolds Mill	Map Reference	499-J-9	Census Tract	505.12		
Occupant	☐ Owner	☐ Tenant	☒ Vacant	Special Assessments \$	N/A	☐ PUD	HOA \$ N/A ☐ per year ☐ per month
Property Rights Appraised	☒ Fee Simple	☐ Leasehold	☐ Other (describe)				
Assignment Type	☐ Purchase Transaction	☐ Refinance Transaction	☒ Other (describe)	Estimate Market Value			
Lender/Client	Gwinnett County DoSS	Address	75 Langley Drive, Lawrenceville, GA 30045				
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? ☐ Yes ☒ No							
Report data source(s) used, offering price(s), and date(s). FMLS							

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A

Contract Price	\$ N/A	Date of Contract	N/A	Is the property seller the owner of public record?	☐ Yes ☐ No	Data Source(s)	Tax Rclds
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No							
If Yes, report the total dollar amount and describe the items to be paid: N/A							

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends					One-Unit Housing		Percent Land Use %	
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☐ Stable	☒ Declining		PRICE	AGE	One-Unit	80.0 %
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under25%	Demand/Supply	☐ Shortage	☒ InBalance	☐ OverSupply		\$(000)	(yrs)	2-4 Unit	0.0 %
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☐ 3-6 mths	☒ Over 6 mths		150	Low	New	Multi-Family 10.0 %
Neighborhood Boundaries				Bound on the north and west by I-85, on the south by Hwy 316					375	High	35	Commercial 5.0 %
and on the east by Hwy 20.									225	Pred.	15	Other 5.0 %
Neighborhood Description				The subject is located in Gwinnett County approximately 27 miles NE the CBD of Atlanta. Access to downtown Atlanta is via I-85.								

Market Conditions (including support for the above conclusions) Values in the subjects neighborhood have declined over the last year. This can be attributed in part to a large number of foreclosed properties in this area.

Dimensions	See Attached Plat	Area	0.54 +/- acres	Shape	Rectangular	View	Similar Homes
Specific Zoning Classification	R100 Residential	Zoning Description	Single Family Residential				
Zoning Compliance	☒ Legal	☐ Legal Nonconforming (Grandfathered Use)	☐ No Zoning	☐ Illegal (describe)			
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe							

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements--Type	Public	Private	
Electricity	☒	☐	Water	☒	☐	Street	Asphalt Paved ☒ ☐	
Gas	☒	☐	Sanitary Sewer	☒	☐	Alley	None ☐ ☐	
FEMA Special Flood Hazard Area	☒ Yes	☐ No	FEMA Flood Zone	X	FEMA Map No.	130322 0059F	FEMA Map Date	9/29/06
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No. If No, describe								
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe								

The rear portion of the subject property may be located within an identified flood zone. This lower portion of the subject runs down to Little Suwanee Creek. A survey or flood certification is required to determine the exact location of the flood zone limits. A drainage culvert runs down the SE property line towards Little Suwanee Creek.

General Description		Foundation		Exterior Description		materials/condition	Interior	materials/condition
Units	☒ One ☐ One with Accessory Unit	☐ Concrete Slab ☐ Crawl Space		Foundation Walls	Poured Conc/Avg		Floors	C/V/Fair
# of Stories	2	☒ Full Basement ☐ Partial Basement		Exterior Walls	Brick/Siding/Fair		Walls	Drywall/Avg
Type	☒ Det. ☐ Att. ☐ S-Det/End Unit	Basement Area	1,379 sq. ft.	Roof Surface	CompShingle/Avg		Trim/Finish	Wood/Avg
☒ Existing ☐ Proposed ☐ Under Const		Basement Finish	100 %	Gutters & Downspouts	Alum/Avg		Bath Floor	Crmc/Avg
Design (Style)	Traditional	☒ Outside Entry/Exit ☐ Sump Pump		Window Type	Wood DH/Avg		Bath Wainscot	Crmc/Avg
Year Built	1993	Evidence of ☒ Infestation		Storm Sash/Insulated	Insulated		Car Storage	☐ None
Effective Age (Yrs)	12	☒ Dampness ☐ Settlement		Screens	Yes		Driveway	# of Cars
Attic	☐ None	Heating ☒ FWA ☐ HWBB ☐ Radiant		Amenities	☐ WoodStove(s)#		Driveway Surface	Concrete
☒ Drop Stair	☐ Stairs	☐ Other	Fuel Nat Gas	☒ Fireplace(s) #1	☒ Fence	☒	☒ Garage	# of Cars 2
☐ Floor	☐ Scuttle	Cooling ☒ Central Air Conditioning		☒ Patio/Deck	☐ Porch	☐	☐ Carport	# of Cars
☐ Finished	☐ Heated	☐ Individual ☐ Other		☐ Pool	☒ Other Stoop	☒	☒ Att.	☐ Det. ☐ Built-in
Appliances	☐ Refrigerator	☒ Range/Oven	☒ Dishwasher	☒ Disposal	☒ Microwave	☐ Washer/Dryer	☐ Other (describe)	

Finished area	above grade contains:	7 Rooms	4 Bedrooms	2.5 Bath(s)	2,320 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) Front Stoop, Rear Decks, Fenced Yard. Subjects basement is finished with tile/carpet floors and has a bedroom, rec room and full bath.					

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property conforms suitably to surrounding contruction in size, style and quality. No functional or external inadequacies were noted. Subject is vacant and the utilities were not on at the time of the inspection. Subject has some rotten siding and trim, some pest infestation was noted along left side of residence. Dampness and mold/mildew was noted in the basement that needs to be remediated. Subject needs new carpet and fresh paint. Subject is in overall fair condition.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

There are no known or apparent adverse environmental conditions that would negatively impact the value of the subject property.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Uniform Residential Appraisal Report

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There are 53 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 149,000 to \$ 200,000 .										
There are 6 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 158,000 to \$ 215,000 .										
FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
1625 Reynolds Mill Drive Address Lawrenceville		1692 Windsor Chase Court			250 Hambridge Court			1944 Mclennon Court		
Proximity to Subject		0.34 miles NE			0.20 miles N			1.25 miles NE		
Sale Price		\$ N/A			\$ 185,000			\$ 187,000 \$ 191,500		
Sale Price/Gross Liv. Area		\$ N/A sq. ft.			\$ 70.18 sq. ft.			\$ 75.37 sq. ft. \$ 74.51 sq. ft.		
Data Source(s)		FMLS/Redlink/Visual			FMLS/Redlink/Visual			FMLS/Redlink/Visual		
Verification Source(s)										
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment		DESCRIPTION	+(-)\$ Adjustment		DESCRIPTION	+(-)\$ Adjustment	
Sale or Financing		FHA			Conventional			Conventional		
Concessions										
Date of Sale/Time		12-7-07			2-29-08			4-30-08		
Location	Suburban	Suburban			Suburban			Suburban		
Leasehold/Fee Simple	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Site	0.54 +/- acres	0.35 Acres			.52 Acres			.38 Acres		
View	Average	Average			Average			Average		
Design (Style)	2-Story	2-Story			2-Story			2-Story		
Quality of Construction	Average	Average			Average			Average		
Actual Age	1993	1988			1986			1995		
Condition	Fair	Superior	-20,000		Superior	-20,000		Superior	-20,000	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count	7 4 2.5	9 4 2.5			8 4 2.5			8 4 2.5		
Gross Living Area	2,320 sq. ft.	2,636 sq. ft.	-7,900		2,481 sq. ft.	-4,000		2,570 sq. ft.	-6,300	
Basement & Finished Rooms Below Grade	1379 fin.	540 unf.	+10,000		1219 unf.	+5,000		None	+15,000	
Functional Utility	Average	Average			Average			Average		
Heating/Cooling	Central/Central	Central/Central			Central/Central			Central/Central		
Energy Efficient Items	Standard	Standard			Standard			Standard		
Garage/Carport	2 Att Garage	2 Blt-In Garage			2 Att Garage			2 Att Garage		
Porch/Patio/Deck	Stoop,Decks	Stoop,Deck			Porch,Deck			Stoop,Patio		
	1 Fireplace	1 Fireplace			1 Fireplace			1 Fireplace		
Net Adjustment (Total)		+ [X] -	\$ -17,900		+ [X] -	\$ -19,000		+ [X] -	\$ -11,300	
Adjusted Sale Price of Comparables		Net Adj. 9.68 %			Net Adj. 10.16 %			Net Adj. 5.90 %		
		Gross Adj. 20.49 %	\$ 167,100		Gross Adj. 15.51 %	\$ 168,000		Gross Adj. 21.57 %	\$ 180,200	
I [X] did [] did not research the sale or transfer history of the subject property and comparable sales. If not, explain										
My research [X] did [] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.										
Data Source(s)										
My research [X] did [] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.										
Data Source(s) Deed/FMLS										
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).										
ITEM	SUBJECT		COMPARABLE SALE#1		COMPARABLE SALE#2		COMPARABLE SALE#3			
Date of Prior Sale/Transfer	None		None		None		Non			
Price of Prior Sale/Transfer	Deed Records		Deed Records		Deed Records		Deed Records			
Data Source(s)										
Effective Date of Data Source(s)	6/08		6/08		6/08		6/08			
Analysis of prior sale or transfer history of the subject property and comparable sales No prior sale of the subject was found within 3 years of the date of the appraisal.										
Summary of Sales Comparison Approach All sales are located in the subjects neighborhood and are considered to be very comparable to the subject. The sales represent competitive properties that would be considered by prospective purchasers for the subject property. No recent sales were found in the subjects immediate subdivision. All sales are located in nearby subdivisions and are all superior to the subject for condition of improvements.										
Indicated Value by Sales Comparison Approach \$ 168,000										

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Indicated Value by: Sales Comparison Approach \$ 168,000	Cost Approach (if developed) \$ 178,300	Income Approach (if developed) \$ N/A
In deriving an indication of value for the subject property, we have employed both the cost and sales comparison approaches to value. The income approach is not considered applicable due to most homes in the subjects neighborhood being owner occupied.		
This appraisal is made [X] "as is," [] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:		
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 168,000 , as of 6/23/2008 , which is the date of inspection and the effective date of this appraisal.		

Freddie Mac Form 70 March 2005

Page 2 of 6

Fannie Mae Form 1004 March 2005

Greg Malcolm & Associates, Inc.

ADDITIONAL COMMENTS

The cost approach has only been developed by the appraiser as an analysis to support their opinion of the property's market value. Use of this data, in whole or part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building codes and governmental regulations and requirements.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

Site value is based on review of recent lot sales in the subjects neighborhood.

ESTIMATED	☒ REPRODUCTION OR	☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE.....=\$ 38,000		
Source of cost data	Marshall & Swift/Local Contractors		Dwelling	2,320 Sq. Ft. @ \$ 55.00=\$ 127,600	
Quality rating from cost service	Avg	Effective date of cost data	3/00	BSMT 1,379 Sq. Ft. @ \$ 30.00=\$ 41,370	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Stoop,Decks,Fence 4,500		
Site value is based on review of recent lot sales in the subjects neighborhood. Cost data taken from the Marshall & Swift Residential Cost Handbook and/or from local builders. Minor deviations in actual floor area are of no value consequence.			Garage/Carport	410 Sq. Ft. @ \$ 24.00=\$ 9,840	
			Total Estimate of Cost-New=\$ 183,310		
			Less Physical	Functional	External
			Depreciation 54,993=\$ (54,993)		
			Depreciated Cost of Improvements.....=\$ 128,317		
			'As-is' Value of Site Improvements.....=\$ 12,000		
			=\$		
Estimated Remaining Economic Life (HUD and VA only)			53	Years	Indicated Value By Cost Approach.....=\$ 178,317

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier N/A = \$ N/A Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases

Total number of units

Total number of units sold

Total number of units rented

Total number of units for sale

Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)

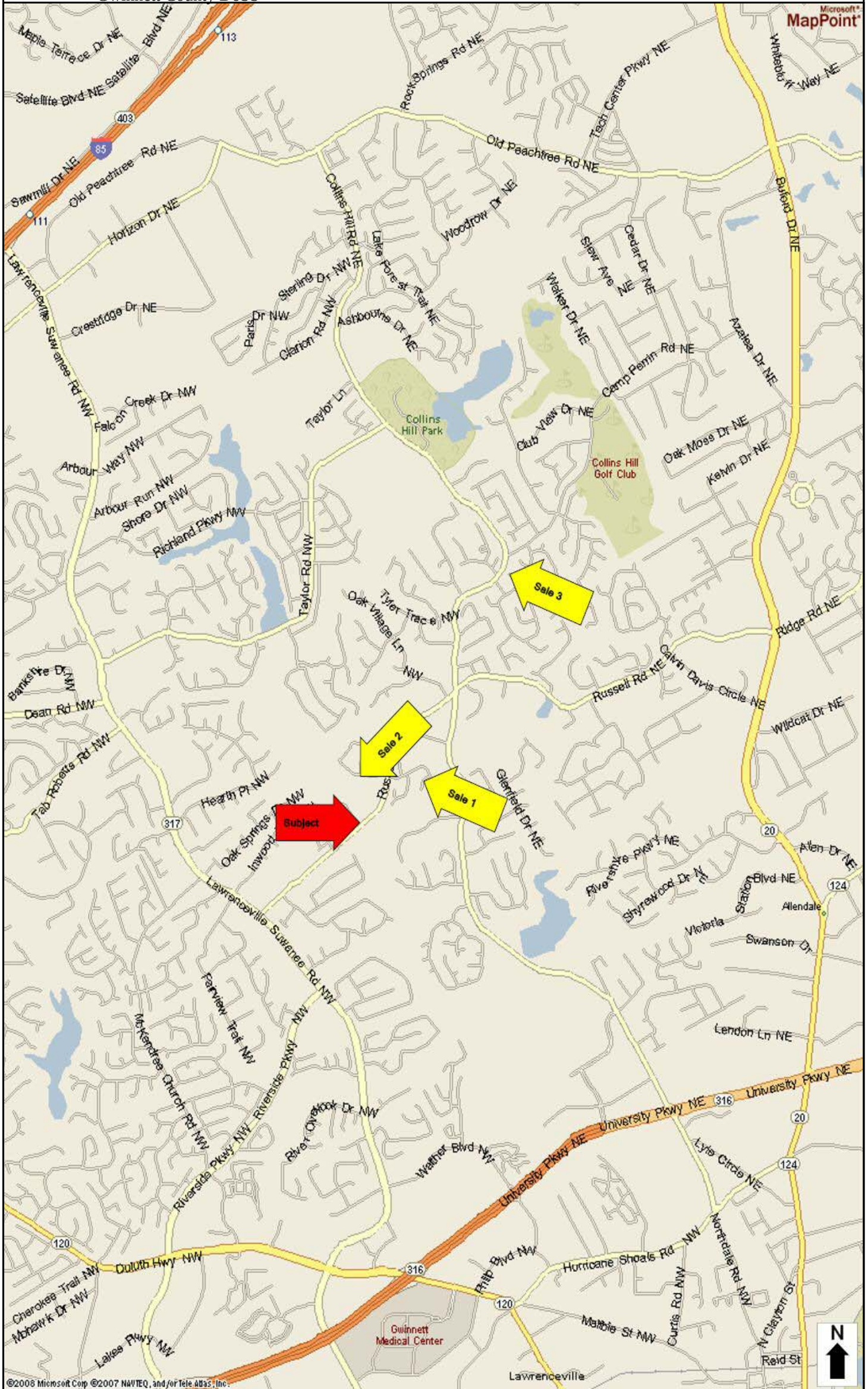
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

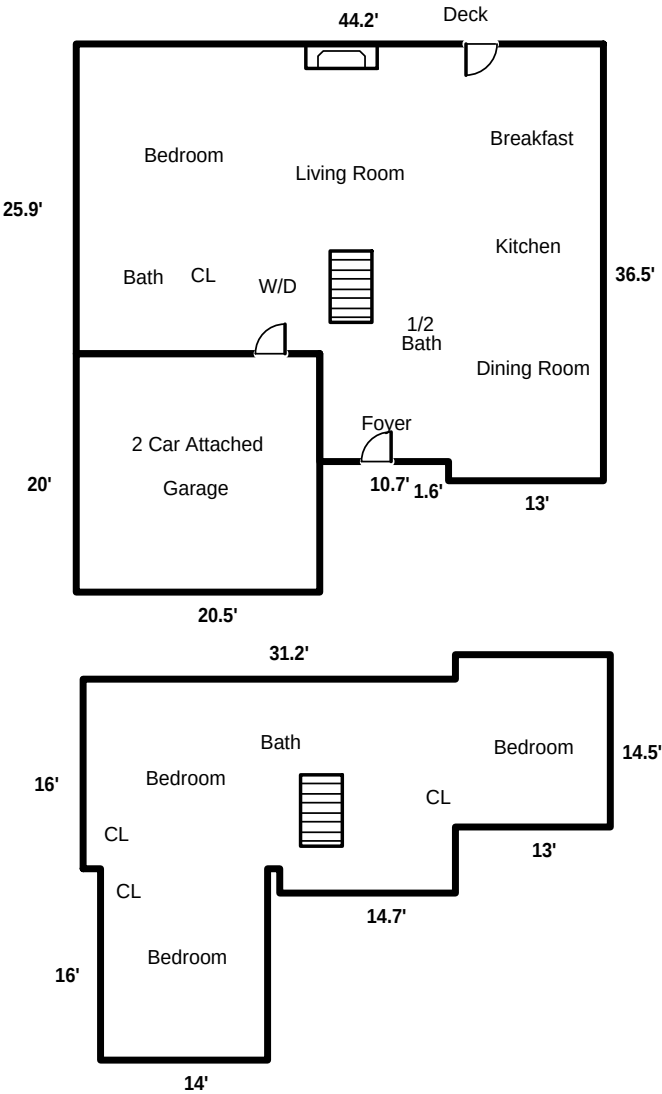
LOCATION MAP

Borrower or Owner Gwinnett County
Property Address 1625 Reynolds Mill Drive
City Lawrenceville County Gwinnett State GA Zip Code 30043
Client Gwinnett County DoSS



SKETCH ADDENDUM

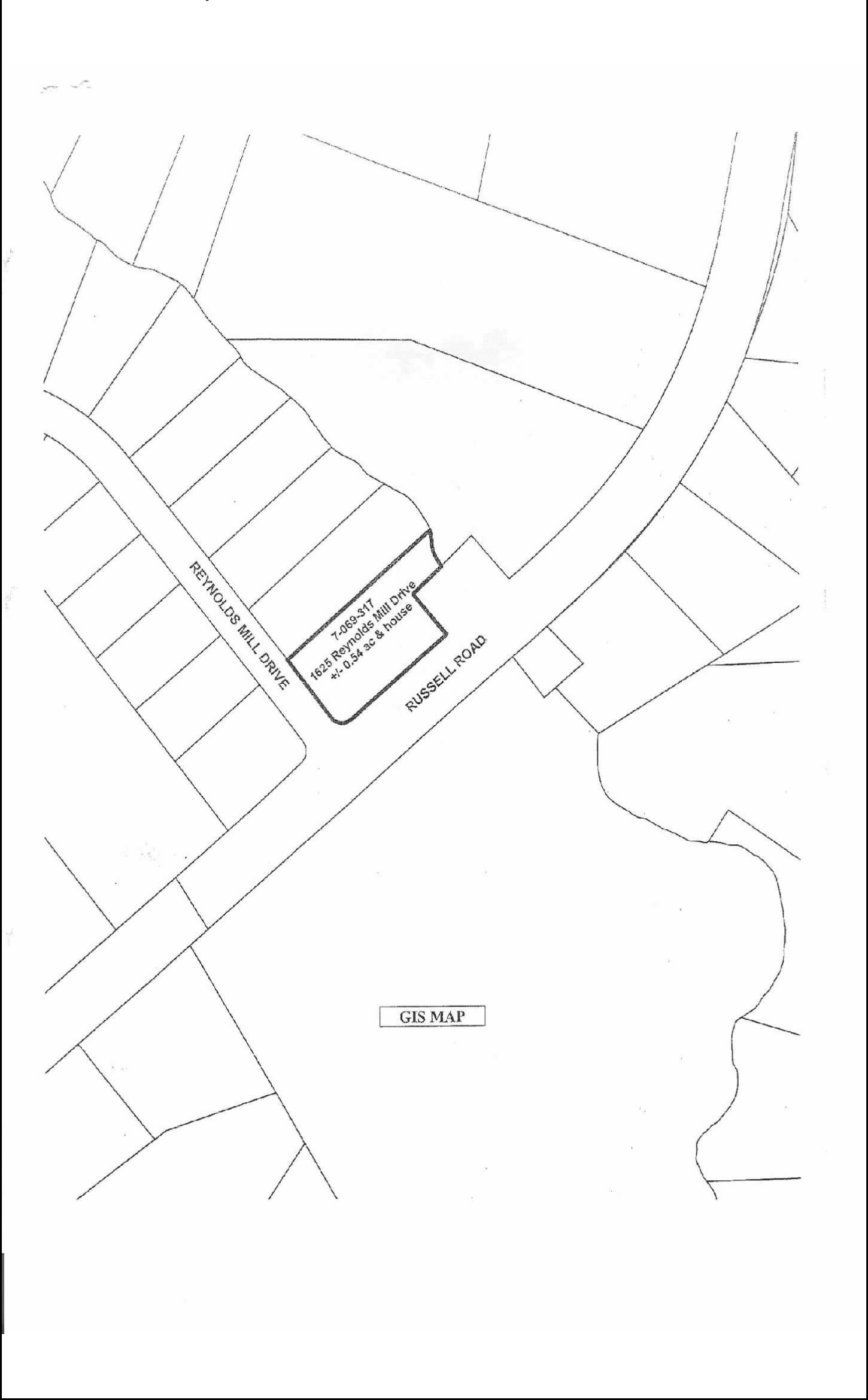
Borrower or Owner	Gwinnett County				
Property Address	1625 Reynolds Mill Drive				
City	Lawrenceville	County	Gwinnett	State	GA
				Zip Code	30043
Client	Gwinnett County DoSS				



SUMMARY	SQ FT AREA	PERIMETER	AREA CALCULATION DETAILS			
Living Area			First Floor			
First Floor	1379	161	44.2	X	25.9	= 1144.7
Second Floor	941	160	23.7	X	9.0	= 213.3
Total	2320	322	13.0	X	1.6	= 20.8
			Total			1378.8
Garage/Carport			Second Floor			
Attached Garage	410	81	13.0	X	14.5	= 188.5
			31.2	X	16.0	= 499.2
			14.0	X	16.0	= 224.0
			14.7	X	2.0	= 29.4
			Total			941.1

SITE PLAN

Borrower or Owner	Gwinnett County				
Property Address	1625 Reynolds Mill Drive				
City	Lawrenceville	County	Gwinnett	State	GA
				Zip Code	30043
Client	Gwinnett County DoSS				



GIS MAP

PHOTOGRAPH ADDENDUM

Borrower or Owner	Gwinnett County				
Property Address	1625 Reynolds Mill Drive				
City	Lawrenceville	County	Gwinnett	State	GA
				Zip Code	30043
Client	Gwinnett County DoSS				



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

PHOTOGRAPH ADDENDUM

Borrower or Owner	Gwinnett County				
Property Address	1625 Reynolds Mill Drive				
City	Lawrenceville	County	Gwinnett	State	GA
				Zip Code	30043
Client	Gwinnett County DoSS				



1625 REYNOLDS MILL DRIVE
BASEMENT



1625 REYNOLDS MILL DRIVE
KITCHEN



1625 REYNOLDS MILL DRIVE
LIVING ROOM

PHOTOGRAPH ADDENDUM

Borrower or Owner		Gwinnett County		
Property Address		1625 Reynolds Mill Drive		
City	Lawrenceville	County	Gwinnett	State GA
		Zip Code		30043
Client		Gwinnett County DoSS		



COMPARABLE #1

1692 Windsor Chase Court

Price	\$185,000
Price/SF	70.18
Date	12-7-07
Age	1988
Room Count	9-4-2.5
Living Area	2,636
Value Indication	\$167,100



COMPARABLE #2

250 Hambridge Court

Price	\$187,000
Price/SF	75.37
Date	2-29-08
Age	1986
Room Count	8-4-2.5
Living Area	2,481
Value Indication	\$168,000



COMPARABLE #3

1944 McLennon Court

Price	\$191,500
Price/SF	74.51
Date	4-30-08
Age	1995
Room Count	8-4-2.5
Living Area	2,570
Value Indication	\$180,200

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Gregory N. Malcolm
Name Gregory N. Malcolm
Company Name Greg Malcolm & Associates, Inc.
Company Address 1243 Kylemore Lane
Snellville, GA 30078
Telephone Number 678-344-9155
Email Address gregmalcolm@bellsouth.net
Date of Signature and Report June 26, 2008
Effective Date of Appraisal 6/23/2008
State Certification # CG000857
or State License # _____
or Other _____
State GA
Expiration Date of Certification or License 10/31/08

ADDRESS OF PROPERTY APPRAISED
1625 Reynolds Mill Drive
Lawrenceville, GA 30043
APPRAISED VALUE OF SUBJECT PROPERTY \$ 168,000
LENDER/CLIENT
Name _____
Company Name Gwinnett County DoSS
Company Address 75 Langley Drive
Lawrenceville, GA 30045
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

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

BL114-08

Buyer's Initials: JB

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

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

I. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

II. DELIVERY:

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

III. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested five (5) working days prior to bid opening in order for a reply to reach all bidders before the close of bid. 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 or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Division will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- C. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

- D. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- E. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- F. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- G. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- H. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS:

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

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

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

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

VI. TESTING AND INSPECTION:

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

VII. F.O.B. POINT:

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

VIII. PATENT INDEMNITY:

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or

appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):

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

X. DISCOUNTS:

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD:

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES:

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

XIII. COUNTY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS:

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

XV. CONTRACT:

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

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

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

XVI. NON-COLLUSION:

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

XVII. DEFAULT:

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

XVIII. TERMINATION FOR CAUSE:

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

XIX. TERMINATION FOR CONVENIENCE:

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

XX. DISPUTES:

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

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

XXII. INELIGIBLE BIDDERS:

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE:

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Percy Scott, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30045, 770-822-7016.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

It is the policy of Gwinnett County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on County-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

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

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

XXX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to confirm to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders. An application to be listed as an approved hauler may be obtained from the Department of Financial Services, License and Revenue Division, 678-377-4101.

XXXI. GENERAL CONTRACTORS LICENSE

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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