

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: NOVEMBER 19, 2009

Sealed proposals from qualified contractors will be receive before 12:00 NOON, November 19, 2009, in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor. Materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

SEALED BID # 10-5452
REQUEST FOR PROPOSAL
TRANSIT BUS ON-BOARD DIGITAL SURVEILLANCE SYSTEM
COBB COUNTY COMMUNITY TRANSIT

PRE-PROPOSAL MEETING: NOVEMBER 3, 2009 @ 10:00 A.M. (EST)
COBB COUNTY COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA

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. Proposals received after the date and time indicated will not be considered.

Proposals must be accompanied by bid security in the amount not less than five percent (5%) of the base bid. Performance Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents.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

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:

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: OCTOBER 23, 30, 2009
NOVEMBER 6, 13, 2009

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

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.**

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, 2nd 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

SEALED BID # 10-5452 DATE: November 19, 2009

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Transit Bus On-Board Digital Surveillance System**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 10 – 5452
TRANSIT BUS ON-BOARD DIGITAL SURVEILLANCE SYSTEM
COBB COUNTY COMMUNITY TRANSIT
BID OPENING DATE: NOVEMBER 19, 2009**

**PRE-PROPOSAL CONFERENCE: NOVEMBER 3, 2009 @ 10:00 A.M. (E.S.T.)
COBB COUNTY COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA**

**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 5 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 91832

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 10-5452
REQUEST FOR PROPOSAL
TRANSIT BUS ON-BOARD DIGITAL SURVEILLANCE SYSTEM**

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: _____

**Advertisement for Request for Proposals
Cobb County Department of Transportation
Cobb Community Transit, Marietta, GA
Transit Bus On-Board Digital Surveillance System
Bid #10-5452**

Cobb County Department of Transportation, Transit Division, provides mass transit bus service through Cobb Community Transit (CCT). CCT is issuing a Request for Proposals for a Transit Bus On-Board Digital Surveillance System to be installed on each Cobb Community Transit (CCT) fixed route and paratransit bus. Cobb Community Transit has a fleet size of 126 buses.

Proposals will include individual line item quotes on each piece of equipment, the cost of delivery, the cost of complete installation by qualified technicians, an installation plan, and manufacturer warranty information, including extended warranty options.

THE REQUEST FOR PROPOSALS AND ACCOMPANYING DOCUMENTATION MUST BE RECEIVED BY THE COBB COUNTY PURCHASING DEPARTMENT, 1772 COUNTY SERVICES PARKWAY, MARIETTA, GA 30008, BEFORE 12:00 NOON, LOCAL TIME, ON NOVEMBER 19, 2009. PROPOSALS WILL BE PUBLICLY OPENED AT THE PURCHASING DEPARTMENT AT 2:00 PM.

A complete set of documents and any addenda are available for download in PDF format on the Cobb County Purchasing website: www.purchasing.cobbcountyga.gov. To request a copy of the bid documents, fax the following information: Contact name, Company Name, Address, Phone, Fax Numbers, Bid Number, and Name of Bid. Fax request to:

Cobb County Purchasing
1772 County Services Parkway
Marietta, GA 30008
770-528-1154 Fax
E-mail: purchasing@cobbcounty.org

Incomplete proposal will not be considered.

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

A bid bond equal to 5% of the bid price is required with the bid submittal and a performance bond in the amount of equal to 100% of the contract sum will be required of the successful proposer. Bid and Performance bonds must be in the form of a bond for the amount stated. Bonds must be written by a surety company, licensed to do business in the State of Georgia, have a “Best’s” rating of “A:VII” or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bond limits equal to or in excess of those required for this project or otherwise be acceptable to the Owner.

The competency and responsibility of proposers will be considered in making the award. No proposal may be withdrawn for a period of 90 days after the date of the proposal opening. The Board of Commissioners reserve the right to reject any and all proposals, to waive any informalities, to reject portions of the proposal, to waive technicalities and to award contracts in a manner consistent with the interest of the Owner and the laws of the State of Georgia.

Questions should be submitted in writing by 5:00 pm Tuesday, November 10, 2009

Rick Brun, Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax : 770-528-1154
E-mail: purchasing@cobbcounty.org

A Pre-Bid Meeting will be held on Tuesday, November 3, 2009 at 10:00 a.m. at Cobb Community Transit located at 463 Commerce Park Drive, Suite 114, Marietta, Georgia. This meeting is not mandatory. All firms who plan to submit a proposal are strongly encouraged to attend the pre-bid meeting.

REQUEST FOR PROPOSAL

COBB COUNTY DEPARTMENT OF TRANSPORTATION COBB COMMUNITY TRANSIT, MARIETTA, GEORGIA “Transit Bus On-Board Digital Surveillance System”

BID #10-5452

1. INTRODUCTION

The Cobb County Department of Transportation is soliciting proposals from qualified vendors to provide an on-board digital surveillance system to monitor Cobb Community Transit System buses. The fleet consists of 126 buses.

The successful Vendor will be required to enter into a Contract to complete the project as specified.

All vendors wishing to submit a proposal for this work must submit a qualification statement form as well as other documents listed and described in the bidding document with their proposal to be considered.

Failure to provide all the required certifications and documents listed and described in the bidding document will cause the proposal to be rejected and considered non-responsive.

2. SCOPE OF SERVICES

Cobb Community Transit (CCT) seeks a Transit Bus On-Board Surveillance System for use in monitoring the daily route service provided by CCT. CCT’s current fleet consists of:

- 15 40 foot Nova Buses
 - 35 - 40 foot New Flyer Buses
 - 45 45 foot MCI Buses
 - 31 Goshen Paratransit Buses
- 126

CCT reserves the right to increase or decrease quantities as necessary.

3. EQUIPMENT SPECIFICATIONS

The proposal will include line item quotes for the following equipment. Any proposer who submits a proposal for only part of the equipment or work will be disqualified

- Digital Video Recorders (DVR) with the ability to record eight (8) cameras inside/outside of the bus. The DVRs in Paratransit buses must be contained in a secure lock box to prevent tampering.

- Cameras – high resolution color day/night with infrared and built in microphone for audio recording. Cameras must be enclosed in a vandal-proof enclosure with outside cameras being weather resistant. See attached diagram for camera locations.
- The Digital Video Recorder shall be tested for use in a typical transit environment; evidence of system reliability shall be provided, showing that the contractor’s products have been used in a transit environment for over 2-years and have at least 20,000 units in the field.
- The system shall record onto a removal hard disk drive with a key lock to prevent tampering and shall be “hot swappable” for use in any other same model DVR without requiring shutdown of the system.
- The removable hard drive storage system must have at least 750 gigabytes of storage. 20% spare removable hard drives shall be included.
- Each bus will be fitted with a 7” LCD Monitor. CCT will determine location and video input of the monitor.
- The proposed cameras shall include a manufacturer’s warranty of no less than five (5) years; the DVR shall include a manufacturer’s warranty of no less than 3 years parts and labor, including the hard disk drives, wiring harnesses, DVR lockbox, etc.
- The system shall include a GPS antenna for mapping and Wireless LAN and necessary antennas for remote viewing and video downloading for archiving. Wireless LAN components shall be of commercial grade quality. The wireless LAN shall be installed by the general contractor of this bid. The proposed Wi-Fi solution must be a robust industrial solution, designed for the rigors of bus transportation, including outdoor rated enclosures; the system shall be powered by 12 VDC vehicle power supply connected by 14 gauge wire and protected from power spikes, surges and reverse polarity operating between a range of 11 to 18 VDC. Power to all cameras shall be provided directly from the DVR unit.
- The DVR must accept non-proprietary “off the shelf”2.5” or 3.5” hard drives and be field upgradeable for further expansion.
- The DVR shall be equipped with front panel mounted controls for “on-bus” viewing of video and system configuration without the need for a laptop or remove; the front panel mounted controls shall have the capability to be password protected (user configurable).
- The DVR shall utilize user-configurable frame rate (1-30+ FPS/Camera) and quality settings for each camera.
- The DVR shall utilize user-configurable resolution settings including CIF (360 x 240), 2CIF (720 x 240) and D1 (720 x 480).
- System signage shall be provided letting passengers know of the audio/video equipment.
- The system must be able to notify if any component has failed or has been tampered with.

- The DVR shall be equipped with a temperature sensing system, software controlled fan and integrated heater for operation in a wide range of temperatures; the DVR shall not begin writing to the hard drive until a safe operating temperature is reached.
- The DVR will be required to remain recording for at least 30 minutes after the vehicle ignition is deactivated; provision for allowing the DVR to remain powered in a “sleep state” and be remotely accessible, shall be provided and user configurable for at least 60 minutes.
- The system shall be equipped with an integrated “panic” alarm button capable of marking an event on the drive for rapid retrieval through the review software. The system shall have a minimum recording and playback rate of 30 images per second per camera and shall be capable of recording and playback of each individual camera at 30 images per second.
- The DVR shall feature MPEG-4 video compression.
- The system shall be equipped with a USB port to allow for exporting video clips or updating software or system configurations.
- Video clips shall be stored in a proprietary format and utilize watermarking in order to ensure authenticity.
- The Digital Video Recorder shall have the capacity to be configured to record continuously or by event. Software settings shall determine overwriting options: either to continue recording over the first video recorded, or to signal an alarm when the disk is full.
- License-free software that is capable of live viewing, playback, time & date, event and clip searches, and administration shall be available at no extra cost and shall be compatible with Microsoft Windows XP and newer Microsoft operating systems.
- The DVR shall include a functional Ethernet port for system configuration and transmission of video using the Remote Administrative Software over 802.11, LAN/WAN or cellular networks.
- All functions of the remote administration software should be password protected.
- Any future software/firmware upgrades shall be provided free of cost.
- Software upgrades to mobile DVRs will be accomplished through the use of a USB2.0 equipped media or over 802.11 LAN/WAN.
- To retrieve recorded video, the software shall allow for searches by: Event, Time Lapse, Time & Date and by Clip.
- Options for archiving/retrieving video shall include: saving a video clip as an AVI file, saving as an image (JPEG), or saving video in its native proprietary format.

- The system shall be capable of integrating with an NMEA-0183 compliant GPS module (or connectability to an existing GPS system) that provides video overlay information of coordinates, direction, speed and a minimum of 5, user-defined video overlay inputs (i.e. Speed, Brake Application (inertia sensor), turn signal activation, Headlights, etc.).
- The system shall have an optional hard disk player and software to allow for transferring of files directly from the HDD to a PC/Laptop, where the images can be printed, emailed or saved onto another storage media.
- All cameras shall be CCD Day/Night cameras and include an option for low IR illumination. Operating voltage shall be between 11 and 18 VDC and the cameras shall be powered via the DVR. These cameras shall have a minimum lux rating of 0.1, with a built-in high sensitivity microphone. Cameras wiring must be “all-in-one” including: video, audio and power through a single harness that has one connection to the DVR.
- The system must be capable of being mounted both horizontally and/or vertically as warranted by the bus model. (i.e. wheel well mounts on Low Floor New Flyer Buses).
- Vendor is to assume responsibility for complete delivery, setup, configuration, and installation of software and hardware. Vendor must work directly with hardware vendor to provide a smooth and seamless data transmission.
- The Vendor must certify that the proposed equipment is designed for and suitable for CCT’s intended purpose of demand-response and fixed route services, which require long-life and high reliability under adverse conditions.
- The Vendor's proposal must include all vehicle wiring and connectors required for the equipment. The wiring and connectors should be appropriate to the transportation environment where the equipment is to be installed. Shielded cables should be provided where necessary to avoid interference problems.

Proposals will include individual line item quotes on each piece of equipment, the cost of delivery, the cost of complete installation by qualified technicians, an installation plan, the manufacturers warranty and extended warranty options.

- Please refer to Attachments 13, 14 and 15 for suggested camera placement locations.

4. INSTRUCTIONS

4.1 Proposal Submission

Vendors shall submit one original and five (5) copies of their complete proposal in one sealed envelope. The envelope must be labeled “Transit Bus On-Board Digital Surveillance System”.

Proposals must include the following:

- Experience providing similar products within the transit industry. Please provide examples of similar products.
- Work experience related to interfacing with other transit related technologies and manufacturers.
- References from other transit agencies that are using the same type of products and services that the vendor is proposing.
- Timeline from time of purchase to delivery of equipment completion of installation and testing and acceptance.
- Warranties, types, length of warranties, extended warranty options, and ability to service the equipment in the field.

Proposals must include a completed Cost Proposal Form – Attachment 16.

4.2 Bonds

A bid bond equal to 5% of the bid price is required with the bid submittal and a performance bond in the amount of equal to 100% of the contract sum will be required of the successful proposer. Bid and Performance bonds must be in the form of a bond for the amount stated. Bonds must be written by a surety company, licensed to do business in the State of Georgia, have a “Best’s” rating of “A:VII” or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bond limits equal to or in excess of those required for this project or otherwise be acceptable to the Owner.

The competency and responsibility of proposers will be considered in making the award. No proposal may be withdrawn for a period of 90 days after the date of the proposal opening. The Board of Commissioners reserve the right to reject any and all proposals, to waive any informalities, to reject portions of the proposal, to waive technicalities and to award contracts in a manner consistent with the interest of the Owner and the laws of the State of Georgia.

4.3 Bid Effective Period

Each proposal shall remain open for a period of ninety (90) days beginning with the date that proposals are opened.

4.4 Reserved Rights

The County reserves the right to reject any or all proposals and to waive what it considers to be informalities and minor irregularities in proposals received.

4.5 Protests

Protests related to this solicitation will only be accepted from prospective Vendors whose direct economic interest would be affected by the award of a Contract or the failure to award a Contract.

This project is to be funded in part by the Federal Transit Administration (FTA). FTA review of protests is limited to a grantee failing to have protest procedures, violating such procedures, or failing to review a complaint or protest.

4.6 Questions

Questions regarding the RFP must be submitted in writing by 5:00 pm Tuesday, November 10, 2009.

Rick Brun, Director of Purchasing
1772 County Services Parkway
Marietta, GA 30008
Fax : 770-528-1154
E-mail: purchasing@cobbcounty.org

5. EVALUATION CRITERIA

Any proposer who submits a proposal on only part of the work will be disqualified

After the proposals are received, the successful proposer will be determined based on the following evaluation criteria.

The quality of the proposal, technical qualifications, ability to meet requirements	30 points
Statement of Experience in providing and installing a digital surveillance system on transit buses	20 points
The bidder's reputation and viability of the company	10 points
Cost	30 points
Warranty	10 points
TOTAL POINTS	100

After award the successful proposer will be required, **within ten calendar days**, to produce:

Signed Contract
Performance Bond
Insurance Certificate

6. CONTRACT REQUIREMENTS

The selected firm will be required to enter into a Contract with Cobb County for the provision of services hereby contemplated.

The project is subject to financial assistance through grants with the Federal Transit Administration and the State of Georgia. Accordingly, the Vendor will be required to comply with all applicable provisions of the laws and regulations required by the Federal Transit Administration, and the State of Georgia, as well as those required by Cobb County.

6.1 Independent Contractor Status

Under the Contract, the Vendor shall be an independent Contractor and not an agent of the County or the Board of Commissioners. The Vendor shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of the Contract with the Vendor. No provision of this Contract shall be for the benefit of any party other than the County and the Contractor.

6.2 Licenses and Permits

The Vendor is solely responsible for obtaining any license or other authorization required by law to perform the services required in this Contract.

6.3 Acceptance of the system/Liquidated Damages

The County shall accept or reject the system within seven (7) calendar days of the time the contractor certifies that the system is completely installed; fully functional, operating problem free and all training is completed. All requested accessories, manuals, diagrams and documents must be delivered and complete in order for the system to be accepted. If the County rejects the system or any part of the system, the contractor shall take the necessary actions to make the system acceptable.

The County may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day for each day that the system or any part of the system remains unacceptable beyond the specified completion date. The County will consider extending the delivery and installation date only for delays beyond the control of the contractor.

FTA CLAUSES INCORPORATED BY REFERENCE

This Agreement incorporates the following Federal Transit Administration required clauses with the same force and affects as if they given in the main text of the Agreement. It is understood and agreed

that the Contractor may be obligated by and to Cobb County (hereinafter referred to as the County) for any specifications or documentation required of the County under these clauses.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

STATE AND LOCAL LAW DISCLAIMER

The Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Georgia, and local governments.

CONTRACT TERMINATION PROVISIONS

49 CFR PART 18

4220.1D

(APPLIES TO CONTRACTS OVER \$10,000 UNLESS THEY ARE WITH A NOT FOR PROFIT OR INSTITUTION OF HIGHER LEARNING

Termination for Convenience – The County may terminate this contract in whole or in part, for the County’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise, and delivery to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process. If the termination is for the convenience of the County, the Contracting Officer shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services.

Termination for Default – If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a Contract awarded in conjunction with this solicitation, the County may notify the Contractor of its intention to terminate this Contract for default. The Contractor shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items delivered and accepted, or services performed in

accordance with the manner of performance set forth in the Contract. If it is later determined by the County that the Contractor had an excusable reason for not performing, such as strike, fire, flood, or other events which are not the fault of, or are beyond the control of the Vendor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure – The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to the County's satisfaction, the breach or default or any terms, covenants, or conditions of the Contract within ten (10) days after receipt by Contractor or written notice from the County setting forth the nature of said breach, the County shall have the right to terminate the Contract without any further obligation to the Vendor. Any such termination for default shall not in any way operate to preclude the County from pursuing all available remedies against the Contractor and its sureties for said breach or default.

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records – The following access to records requirements apply to this Agreement:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) (1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, the Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49

U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, the Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) (1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of

7. this contract, in which case the Contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

8. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES
49 CFR Part 18

Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this Agreement.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that Agreement pertaining to any matter resulting from the underlying Agreement).

1. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND
RELATED ACTS**

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1D

Termination for Convenience – The County, by written notice, may terminate this Agreement, in whole or in part, when it is in the Government's interest. If this Agreement is terminated, the County shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

PRIVACY ACT
5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights – The following requirements apply to the underlying contract:

1. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex:

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities:

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CONTRACT ASSURANCE

49 CFR Part 26.13

The Vendor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of the Agreement. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

PROMPT PAYMENT

49 CFR Part 26.29

The Vendor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from receipt of each payment the Contractor receives from the County. The Contractor further agrees to return retainage payments to each subcontractor with seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval by the County. The clause applies to DBE and non-DBE subcontractors.

In the case of dispute between a Contractor and a subcontractor regarding prompt payment for the satisfactory completion of work, including retainage, arbitration between parties is the dispute resolution of choice.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1D

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests, which would cause the County to be in violation of the FTA terms and conditions.

ATTACHMENT 1

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM 49 CFR PART 26

The following bid conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES **REQUIRED CONTRACT CLAUSES (49 CFR 26.13)**

The Cobb Community Transit will ensure that the following clauses are included in each DOT assisted contract and subcontract:

1. Policy – It is the policy of the Cobb Community Transit that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Bidders shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.
2. DBE Obligation – The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.
3. Compliance – All bidders, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Cobb Community Transit. Agreements between a bidder/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.
4. Sub-contract Clauses – All bidders and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.

Additional Terms and Conditions

a) DBE Goal:

An overall annual DBE goal of 4% has been established of which any DBE utilization will count towards attaining this goal.

All bidders and proposers hereby assure that they will make sufficient reasonable good faith efforts to assist the County in meeting the above stated goals.

BIDDERS/PROPOSERS, also agree to provide any additional information requested by Cobb Community Transit to substantiate DBE participation, including but not limited to, the written subcontract agreement between prime bidder and each subcontractor for the work relative to this project.

b) DBE Substitutions:

All bidders and proposers shall make a good faith effort to replace a DBE sub-contractor who is unable to perform successfully, with another DBE sub-contractor. The Cobb Community Transit Division Manager or Disadvantaged Business Enterprise Liaison Officer must approve all substitutions. There shall be no substitutions or additions during the time period between the bid opening date and the bid award date.

Bidders or proposers may not make substitutions of DBE subcontractors after bid award on the grounds that they have solicited a response from another contractor whose price is more reasonable than the DBE submitted at bid opening.

c) Contract Award Criteria:

The award selection procedure for this solicitation will ensure that prime contracts are awarded only to competitors who make a good faith effort to meet the established overall Disadvantaged Business Enterprise (DBE) goal.

- Subject to other applicable provisions herein, bids or proposals will be considered incomplete, and ineligible to receive a contract award unless the following forms (copies are a part of the bid documents) are completed and submitted with the bid:
 - DBE Form 1 – Schedule of DBE Participation Form
 - DBE Form 2 – DBE Contractor Affidavit Identification
 - DBE Form 3 – Letter of Intent to perform as a Disadvantaged Business Enterprise Subcontractor. One form for each DBE subcontractor listed on DBE Form 1 must be completely filled out and executed by the proposed subcontractor. Failure to submit this with the bid may preclude the bidder from award. Forms are supplied with the contract documents.
 - DBE Form 4 – DBE Unavailability Certification must be submitted with the bid proposal.

- Cobb Community Transit will count toward the established DBE project goal only those firms that are certified as a DBE at bid opening. For information regarding the DBE certification process, please contact the Georgia Department of Transportation.

d) Reporting Requirements:

The awardee shall establish, maintain and submit regular reports, as required, which will identify and assess progress in achieving DBE sub-contract goals and other affirmative action efforts.

Progress reports shall be submitted with each periodic pay request, or application for payment. Payments will not be approved without current, completed progress reports.

The awardee is required to submit invoices each month for portions of work completed during the month, including all DBE monies due for that period. The awardee is also required to submit a DBE Utilization Form with each monthly invoice.

Failure to comply with this requirement may constitute breach of contract and may result in the termination of this contract or such other remedy as Cobb Community Transit may deem appropriate.

5. Acceptable Good Faith Efforts –The bidder shall submit, with the bid, proof of good faith efforts, using the guideline listed in Appendix A to 49 CFR 26, along with a written statement of efforts made and reasons for no DBE utilization. (See DBE Form 4 that must be submitted with bid)

A list of the efforts that a bidder should make, and Cobb Community Transit may use in making a determination as to the acceptability of the bidder, are as follows:

- Whether the bidder attended any pre-solicitation or pre-bid meetings which were scheduled by Cobb Community Transit to inform DBEs of contracting and subcontracting opportunities;
- Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;
- Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- Whether the bidder followed up initial solicitations of interest by contracting DBEs to determine, with certainty, whether the DBEs were interested;
- Whether the bidder selected portions of work to be performed by DBEs in order to increase his/her chances of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- g) Whether the bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h) Whether the bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by Cobb Community Transit or contractor, and
- i) Whether the bidder effectively used the services of available minority and women community organizations; minority and women contractors' groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of socially and economically individuals.

NOTE: The nine (9) items set forth above are not the exclusive criteria, and Cobb Community Transit may specify that you submit information on certain other actions that were taken to secure DBE participation in an effort to meet the goal. A bidder may also submit, to the owner, other information on efforts he/she made to meet the goal.

6. Contractor Assurance – The bidder assures that he/she will make a good faith effort to assist the County in meeting the DBE participation goal as established in Paragraph V, Section A.

General Instructions

a) *DBE Forms 1 & 2:

All bidders/contractors shall complete and submit, with their bids, DBE Forms 1 & 2.

b) *Letter of Intent to Perform as a DBE Subcontractor:

Each subcontractor listed on DBE Form 1 shall complete and sign a Letter of Intent to Perform as a DBE Subcontractor.

c) Certification:

Business/Contractors seeking to participate as DBEs must be certified at the time of bid submittal. Check the DBE Directory. The Directory is available on line at <http://www.dot.state.ga.us> or by contacting:

Georgia Department of Transportation
2 Capitol Square, S.W.
Room 262
Atlanta, GA 30334
(404) 656-5323 (phone)
(404) 656-5509 (fax)

d) Copies of Forms:

Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Cobb Community Transit Division Manager or the DBE Liaison Officer.

***DBE FORMS 1 & 2 AND LETTER OF INTENT TO PERFORM AS DBE
SUBCONTRACTOR MUST BE SUBMITTED WITH THE BID IN ORDER
TO BE ELIGIBLE TO RECEIVE A CONTRACT AWARD.**

**DBE FORM 1 (Reproduce as necessary)
SCHEDULE OF DBE PARTICIPATION**

MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE A CONTRACT AWARD

Name of Bidder: _____
 Project: Cobb Community Transit -: _____
 Project No.: _____
 Bid No: _____
 Total Bid Amount: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE: \$ _____

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with _____

Sworn to and subscribe before me, this _____ day of _____, 20____.

 (SEAL)
NOTARY PUBLIC

 Name (Typed)

DBE FORM 2 (Reproduce as necessary)

DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

**MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD**

STATE OF _____ COUNTY OF _____

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____
Title - Owner, President, Co-Venturer, etc.

and duly authorized representative of _____
Name of Firm

whose address is _____

*** I hereby declare and affirm that I am a certified DBE.**

**This firm is interested in quoting/bidding on the following categories of work being procured
for Cobb Community Transit,**

This firm has current DBE certification from the following agencies:

**A copy of the current certification letter notifying the firm that it has been DBE certified
by the Georgia Department of Transportation must be attached to this form.**

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY
THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND
CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE
THIS AFFIDAVIT.**

Date Affiant

STATE OF _____ COUNTY OF _____

On this _____ day of _____, 20____, before me,
_____, the above signed officer, personally appeared,
known to me to be the person described in the foregoing affidavit and acknowledged that he/she
executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

_____ (SEAL)

My Commission Expires _____

DBE FORM 3 (Reproduce as necessary)
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD

To: _____
Name of General Contractor Proposing

Project: Cobb Community Transit,

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification Affidavit (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

(Specify in detail, work items or parts thereof to be performed)

at the following price: \$ _____

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

Date Telephone Number Name of DBE Subcontractor

Firm Address Signature

City and State Name Typed

Title

DBE FORM 4 (Reproduce as necessary)
 DBE UNAVAILABILITY CERTIFICATION
**MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
 A CONTRACT AWARD**

I, _____, _____

of _____, certify that on the dates below, I invited the following DBE Subcontractor(s) to bid work items to be performed on **Cobb Community Transit**

<u>DATE OF REQUEST</u>	<u>DBE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>WORK ITEMS SOUGHT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted bids, which were not the low responsible bid:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATE
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Date

By

Proposer: _____

ATTACHMENT 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD**

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Vendor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

THE CONSULTANT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Witness

Title of Authorized Official

Date

ATTACHMENT 4

INELIGIBILITY CERTIFICATE

**MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD**

_____ certifies that neither it nor any of its consultants to be used in performing this Contract are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Date

Signature of Authorized Official

Name and Title of Authorized Official

ATTACHMENT 5

CERTIFICATION OF CONSULTANT DRUG-FREE WORKPLACE
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD

I hereby certify that I am a principal and duly authorized agent of _____
whose address is _____, and it
is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been compiled in full; and
2. A drug-free workplace will be provided for the consultant’s employees during the performance of the Contract; and
3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification:

“As part of the subcontracting agreement with the Consultant, certified to the Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3” and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Date

Signature

ATTACHMENT 6

**COBB COUNTY CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD**

_____ certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for Cobb County.

Date

Signature of Authorized Agent

Name and Title of Authorized Agent

ATTACHMENT 7

NON-SEGREGATED FACILITIES
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD

The Bidder certified that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed Vendors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is in violations of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Vendor

Signature

Name and Title of Signer

Date

ATTACHMENT 8

CERTIFICATION REGARDING LOBBYING **MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE** **A CONTRACT AWARD**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documentations for sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Agent: _____

Name and Title of Consultants Authorized Agent: _____

Date: _____ Telephone #: _____

Firm of Company Name: _____

Address: _____

ATTACHMENT 9
VENDOR'S QUALIFICATION STATEMENT
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD

VENDOR

- Name of Vendor: _____
- Address of Vendor: _____
- Primary Contact Person: _____
- Telephone Number: _____
- Fax Number: _____
- E-Mail Address: _____

Bank Reference

- Primary Bank: _____
- Account Officer: _____
- Telephone Number: _____
- Fax Number: _____
- E-Mail Address: _____

Background

- Has Vendor ever done business under a different name:
If yes, please provide names: _____
- Prior projects with Cobb County: _____

Similar Project Experience

- Name of Project: _____
- Address of Project: _____
- Contact Person with Owner: _____
- Phone Number: _____
- Fax Number: _____
- E-Mail Address: _____
- Name of Project: _____
- Address of Project: _____
- Contact Person with Owner: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Bidder: _____

Signed: _____

Title: _____

Address: _____

License Number: _____

Bond Company: _____

Agent: _____

Type of Business: _____

(Corporation, Sole Proprietorship, Partnership, P.C.)

Individual Members of the Firm: _____

President of the Corporation: _____

Secretary of the Corporation: _____

Corporation is organized under the Laws of

The State of _____

Bid dated this _____ day of _____, 2009

ATTACHMENT 10
BID TRANSMITTAL LETTER
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD

The undersigned, _____, hereby submits its Bid to provide Professional Services for Cobb Community Transit pursuant to the solicitation delivered to the undersigned by Cobb County, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if Cobb County, Georgia awards the Contract to the undersigned, the Bid made by the undersigned and delivered to Cobb County, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and Cobb County, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the IFB including, but not limited to, the IFB Specifications, Solicitation instructions and Conditions, the Contract Provisions and the Vendor's Cost Proposal, all as described in the IFB.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Transmittal Letter this _____ day of _____, 2008.

By

Title

Sworn to and subscribed before me the _____ day of _____, 2009.

Notary Public

My Commission Expires:

Date

ATTACHMENT 11
EVIDENCE OF COMPLIANCE WITH GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
CONTRACT AWARD

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

- _____ 500 or more employees;
- _____ 100 or more employees; or
- _____ fewer than 100 employees (*Contractor must initial appropriate category*).

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

1. To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
2. To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
3. To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

**SUBCONTRACTOR AFFIDAVIT
EXHIBIT A-1**

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 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)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

Authorized Officer or Agent [Contractor Name] Date

Title

Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
_____ DAY OF _____, 2009

Notary Public
My Commission Expires:

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS)*

ATTACHMENT 12
BUY AMERICA
MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE
A CONTRACT AWARD

The Buy America requirements apply to the following types of contracts: Construction contracts, and acquisition of goods and rolling stock (valued at more than \$100,000).

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(i) and the applicable regulations in 49 CFR Part 661.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(k), but it may qualify for an exception pursuant to 49 U.S.C. 5323 (j)(2)(b) or (j)(2)(d) and the regulations in 49CFR 661.7

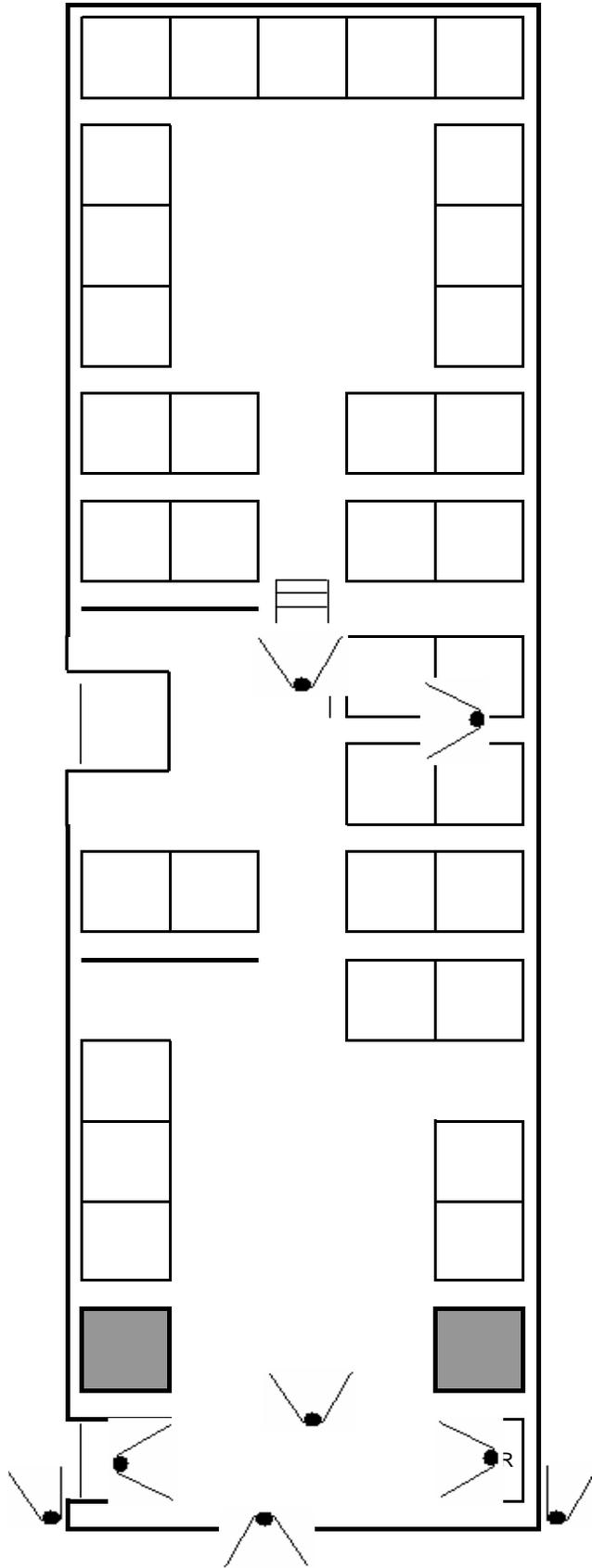
Date: _____
Signature: _____
Company Name: _____
Title: _____

Note: Bidder must complete either the Certificate of Compliance or the Certificate of Non-Compliance.

New Flyer / Nova

Rear of bus.

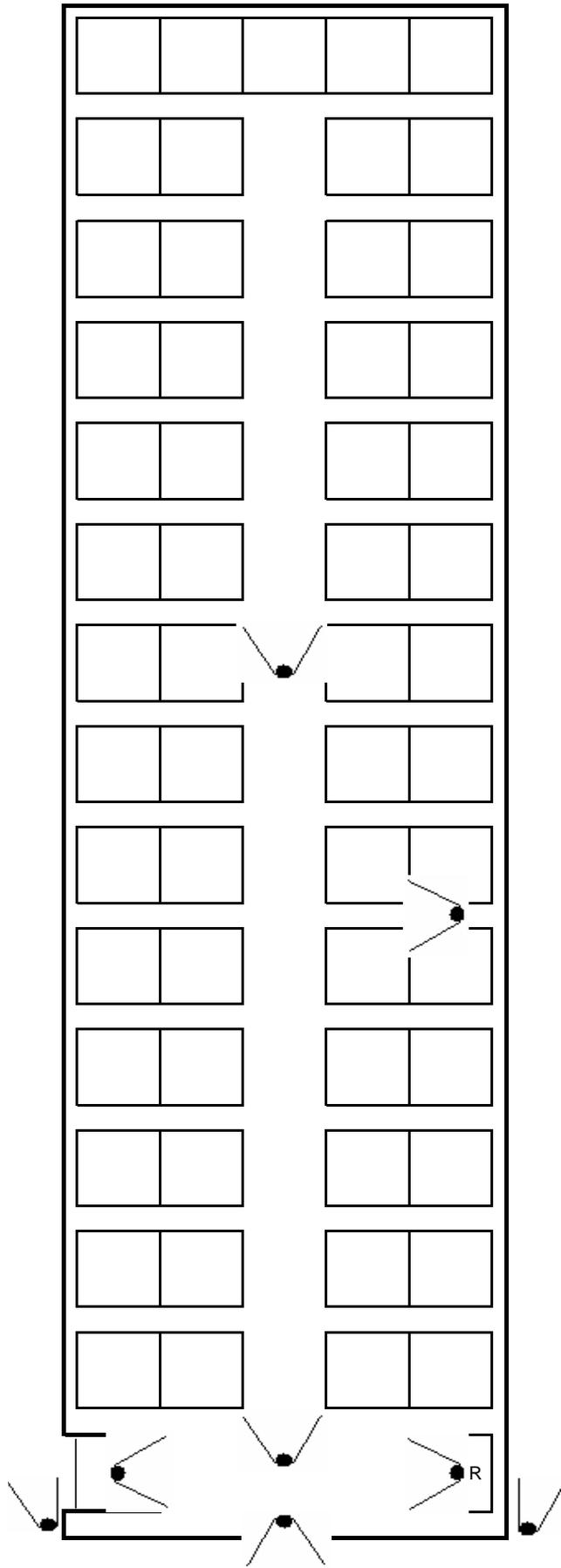
Attachment 13



Front of bus.

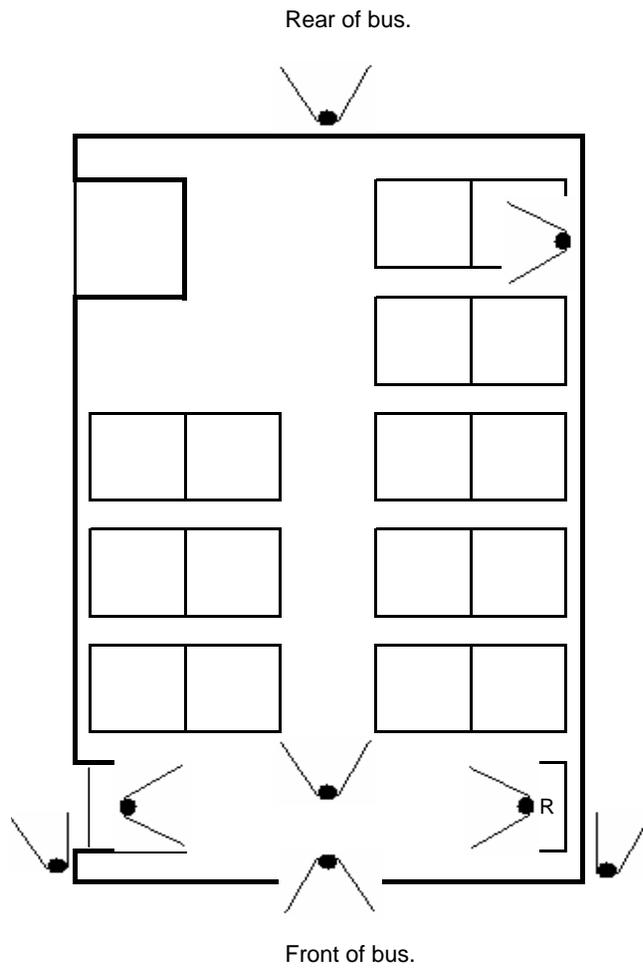
Rear of bus.

MCI- Attachment 14



Front of bus.

Paratransit
Attachment 15



Cobb County Sealed Bid # 10-5452
Request for Proposal
Transit Bus On-Board Digital Surveillance System

Cost Proposal

Attachment 16		
Item	Quantity	Cost
Cameras and Enclosures		
DVRs with removable disk drives		
Spare disk drives		
GPS antenna		
7" LCD monitors		
Wireless equipment		
Wiring		
Delivery/installation/setup/configuration		
Warranty		
Extended warranty		
Software licenses – if necessary		
Passenger notifications signs		
TOTAL COST		