

ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: NOVEMBER 12, 2009

Cobb County will receive Sealed Bids before 12:00 NOON, November 12, 2009 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

SEALED BID # 10 – 5454
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANT

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

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

No proposal may be withdrawn for a period of one hundred twenty (120) days after date of Bid Opening, unless otherwise specified in the bid documents.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:

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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 30, 2009
 November 6, 2009



SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 10-5454

REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANT

**DELIVERY DEADLINE: NOVEMBER 12, 2009 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

OPENING DATE: NOVEMBER 12, 2009 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

CONTACT NAME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE)NAME

TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5454.

Advertise Dates: OCTOBER 30, 2009
NOVEMBER 6, 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 # 10-5454 DATE: November 12, 2009

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Qualifications
Professional Services
Legislative Consultant

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

REQUEST FOR QUALIFICATIONS

**SEALED BID # 10 – 5454
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANT**

BID OPENING DATE: NOVEMBER 12, 2009

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

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

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

N.I.G.P. COMMODITY CODE :96258

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 10-5454
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANT**

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: _____

(RFQ)
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANT

SEALED BID #10-5454

**PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANT**

SEALED BID #10-5454

The Cobb County Board of Commissioners is soliciting qualifications from an experienced Legislative Consultant. Qualifications will be evaluated with the intention of selecting the most qualified and responsible individual. Qualification packages which describe the general scope of services and requirements of the submission of qualifications will be available upon request through the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008, **or** from the Purchasing Department link at www.cobbcounty.org. **Qualifications will be received until 12:00 noon, November 12, 2009** at the same above referenced Cobb County Purchasing Department location. Qualifications properly delivered to the Purchasing Department shall be publicly opened beginning at 2:00 p.m., Thursday, November 12, 2009, in the Bid Room of the Purchasing Department.

The County in making the award will consider the competency and responsibility of submitters. The Cobb County Board of Commissioners reserves the right to reject any and all proposals, to waive any informalities, to reject portions of the proposals, to waive technicalities and to award contracts in a manner consistent with the interest of the County and the laws of the State of Georgia.

Interested parties are to be responsive to all aspects of this solicitation document which is presented in two sections:

Section 1. Scope of Services

Section 2. General Instructions for Proposers, Terms and Conditions

Exhibits A - C

REQUEST FOR QUALIFICATIONS (RFQ)

Professional Services

LEGISLATIVE CONSULTANT

Bid #10-5454

Section 1. Scope of Services

I. Purpose of Request

Cobb County Government is seeking an experienced professional to represent the County in matters of state government. Various county personnel within multiple departments have previously represented the interests of Cobb County Government and its citizens before the Georgia General Assembly. Due to the volume and nature of legislation in recent years impacting local government operations and the services provided to its citizens, the Board of Commissioners has determined it would be more effective and efficient to outsource these services.

The Consultant will represent the County in matters pertaining to:

- **Local control:** legislation that would impact local authority and control over governance issues, land use policies and the delivery of services.
- **Fiscal Stability:** legislation that would impact revenue or place mandates on the County; either of which can create undue fiscal and operational burdens, affect services to the public, cause tax shifts, or increase taxes.
- **Efficient Service Delivery/Operations:** legislation that would impact Cobb County's ability to provide public services responsibly, efficiently, and cost effectively.

The Consultant will provide the State Legislature with information necessary for the development of sound legislation in such subject areas as economic development & transportation, health and human services, natural resources & the environment, public safety & the courts, purchasing and revenue & finance. The Consultant will need to interact with Cobb's cities, the Association of County Commissioners of Georgia, the Georgia Municipal Association, the Atlanta Regional Commission, Cobb County Chamber of Commerce and other civic organizations.

II. Qualifications

The Consultant sought by Cobb County must have sound knowledge of public policy, clear understanding of the legislative process, experience in state government, existing relationships within the Cobb County Legislative Delegation, knowledge of the programs

of the Cobb County Government, familiarity with current state issues, effective communication skills, and a demonstrable track record of success in legislative policy.

The Consultant should also demonstrate bipartisan relationships with a network of access to legislators and relevant agencies. The chosen professional, who will report to the Chairman of the Board of Commissioners and County Manager, will interact with the entire Board of Commissioners and department heads.

III. Examples of Expected Work Activities

The Consultant will be responsible for identifying and prioritizing opportunities and challenges for Cobb County Government with respect to issues under consideration by the State Legislature, Governor's Office and relevant state agencies.

Activities may include, but shall not be limited to:

1. Assist the County in the preparation of a legislative agenda.
2. Identify and act appropriately on state legislation and legislative proposals that may impact Cobb County Government.
3. Alerting staff to legislation of interest.
4. Proactively identify and analyze potential impacts of State budget proposals.
5. Preparing written legislative analysis of pending legislation.
6. Preparing legislative testimony, position papers and legislation consistent with Cobb County's legislative agenda and otherwise in its best interest.
7. Represent Cobb County Government before appropriate state agency representatives.
8. Meet with representatives of the Cobb County Delegation throughout the year.
9. Develop and implement strategies to support the interests of Cobb County Government.
10. Provide assistance to County personnel and Commissioners in arranging and conducting visits to the State Capitol.
11. Maintain close working relationships with County staff.
12. Provide regular briefing reports to the Board on key issues and legislative activity.
13. Coordinate with other stakeholders in Cobb County, including the Cobb County Chamber of Commerce.
14. Meet throughout the year with representatives of the Association of County Commissioners of Georgia.

IV. Term

The initial term of the Agreement will be 12 months. The County can automatically exercise two (2) one-year extensions of this agreement, provided satisfactory performance, negotiation of mutually agreeable terms for renewal, and continued funding. Any change in the agreed upon terms after each contract period requires formal approval of the Board of Commissioners.

V. Submission Requirements

Qualifications packages for individuals, proposers and teams of individuals should include:

1. The contact name, telephone number, address and email address of the primary person(s) who would interact with the County.
2. Copy of State of Georgia registered lobbyist identification.
3. Description of experience with the State of Georgia's legislative process, especially local government issues.
4. Examples of issues/programs worked through the legislature, Office of the Governor and/or other state agencies.
5. Knowledge and understanding of Cobb County Government's mission and priorities.
6. A description of the intended approach of accomplishing the Scope of Work.
7. A list of all current clients represented before state government or the General Assembly (Candidates must demonstrate no conflicts exist with other representation and that sufficient resources will be available to represent Cobb County).
8. Three references with name, title, telephone number and email address.
9. Compensation: Present the expected retainer amount for annual services with listing of what services are provided for in that amount and what services might require additional compensation and at what rate. Proposed compensation is subject to negotiation.

One (1) original proposal and six (6) copies must be received at the Cobb County Purchasing Department at the address below before 12:00 noon on November 12, 2009.

**Mr. Rick Brun
Purchasing Director
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4021**

VI. Evaluation Criteria

Proposals will be evaluated on the following criteria:

1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project.
2. Experience/Performance – Review of past performance on projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs.

3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for qualifications.
4. Availability – Evaluation of the work load of the proposing proposer and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County.
5. Financial Stability – Evaluation of the overall financial position of the proposer as determined from financial information required by the Request for Proposal or Qualifications or from other independent sources.
6. Cost –Evaluation of the overall cost of the required services as submitted in the Request for Proposal, where applicable.

END OF SECTION 1. SCOPE OF SERVICES

PROCEED TO SECTION 2.

REQUEST FOR QUALIFICATIONS (RFQ)

Professional Services

LEGISLATIVE CONSULTANT

Bid #10-5454

Section 2. General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the specifications, schedule, and all instructions. Failure to do so will be at the proposer's risk.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. Proposals submitted by entities other than individuals must be signed by an agent authorized to bind the company.

II. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposal must be received by 5:00 pm on Tuesday, November 3, 2009 in order for a reply to reach all proposers before the close of the proposal. Requests received after this 7-day period will not receive a reply. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

The written proposal document supersedes any verbal or written communication between parties. Receipt of addenda must be acknowledged in the proposal. Although the Purchasing Division will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the Purchasing Division prior to proposal submittal.

It is recommended that interested parties periodically review information regarding current bid opportunities at the Purchasing Department link at www.cobbcounty.org.

III. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with:

- the name and address of the proposer
- the date and hour of opening
- the request for proposal number on the face of the package

Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb 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.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

IV. Withdraw Proposal Due To Error

To withdraw a proposal after the public bid opening, the bidder has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of proposal.

Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

V. Bid, Payment & Performance Bonds

NOT USED

VI. Insurance

NOT USED

VII. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer 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 proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

VIII. County Furnished Property

The County will furnish no material, labor, vehicle, equipment or facilities unless so provided in the RFQ or later deemed appropriate by the County.

IX. Rejection of Proposals

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

X. Contract

Each proposal 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 proposer and the County which shall bind the proposer on his part to furnish and deliver the services quoted at the prices stated in accordance with the conditions of said accepted proposal. A final contract shall be entered into between the County and the successful proposer and shall, in addition to other terms, include the County's RFQ or the successful proposals Response.

When the successful proposer has performed in accordance with the provisions of this agreement, Cobb County shall pay 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.

XI. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XII. Conflict Of Interest

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief: 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFQ, and 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFQ, has any pecuniary interest in the business of the responding proposer or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFQ.

The proposer also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding proposer or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFQ, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or proposer other than a bona fide employee working solely for the responding proposer or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding proposer shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XIII. Default

The contract may be cancelled 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 any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any 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 its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XIV. 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 Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XV. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County.

XVI. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and six (6) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFQ. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XVII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFQ will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFQ.

XVIII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing by Tuesday, November 3, 2009 by 5:00 pm EST to:

Mr. Rick Brun
Purchasing Director
Cobb County Purchasing Division
1772 County Services Parkway
Marietta, Georgia 30008-4021
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. Copies of all inquiries and responses shall be shared with all known recipients of the RFQ by addendum. Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum form from Cobb County.

It is recommended that interested parties periodically review information regarding current bid opportunities at the Purchasing Department link at www.cobbcounty.org.

XIX. Proposer Prices

Prices quoted by proposal shall be proposer's and best prices. Prices quoted must be valid for a minimum of one hundred and twenty (120) days from the date of bid opening.

XX. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFQ or for travel and other costs related to this RFQ.

XXI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in **Section 1. Scope of Services**. To assist in the evaluation of proposals resulting from the RFQ, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXII. Indemnification/Hold Harmless

By submission of a proposal, the selected responding proposer agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding proposer, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding proposer in the performance of work; or c) liens, claims or actions made by the responding proposer or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding proposer or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXIII. Proposal Evaluation

The evaluation process may include all or some of the following elements:

1. Evaluation Responsibility - A selection committee appointed by the County Manager will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.
2. Presentations - During the evaluation process, the members of the selection committee may require that responding proposers conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.
3. Evaluation Criteria - The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors.

The specific qualitative categories may include, but not be limited to, the following:

1. Staff qualifications
2. Performance/Experience of the proposer on projects of similar nature, magnitude and complexity
3. Approach to providing services, including training and support, and scope of work
4. Financial Stability
5. Availability of the proposer to conduct the work
6. Cost

All proposal requirements must be met, or capable of being met by the responding proposer or the proposal will be disqualified as non-responsive. Only those proposers with the necessary resources and a commitment to complete all project work should submit a Proposal.

XXIV. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at

the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting proposer within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

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

XXV. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

XXVI. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions of the resulting Contract, the Special Terms and Conditions will control.

XXVII. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE proposers are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.

- a. DBE businesses are requested to identify such status at the time they register as a vendor.
- b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
- c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

XXVIII. Americans with Disabilities Act

Cobb County requires all contractors to comply with applicable sections of the Americans With Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

XXIX. Evidence of Compliance with Georgia Security & Immigration Compliance Act

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.

Contractor Name

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.

THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE

SEE AFFIDAVITS ON FOLLOWING PAGES

**CONTRACTOR AFFIDAVIT & AGREEMENT
EXHIBIT A**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating afproposeratively that the individual, proposer or corporation which is contracting with 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), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

BY: _____
Authorized Officer or Agent
[Contractor Name]

Date: _____

Title

Printed Name

Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

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).*

**SUBCONTRACTOR AFFIDAVIT
EXHIBIT A-1**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating afproposeratively that the individual, proposer 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.

BY: _____
Authorized Officer or Agent
[Contractor Name]

Date: _____

Title

Printed Name

Company Name

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

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).*

EXHIBIT B

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION
FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your proposer is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Mr. Rick Brun, Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Proposer: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

MBE Certification Number: _____

Name of Organization Certification _____

**This information is acquired for informational purposes only and will
have no bearing on the award unless otherwise stated**

Instructions for Completing Exhibit C Disadvantaged Business Enterprise (DBE) Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Participation Report* form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

EXHIBIT C

**Cobb County Government Disadvantaged
Business Enterprise Participation Report**

→ *PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form.* ←

Submitted by: _____ Period Invoiced: _____
Name of Prime Contractor/Vendor From/To:
 Cobb County Project Name: _____ Bid or P.O. Number: _____
 Cobb County Department or Agency receiving service or product: _____
 Description of Purchased Service/Product: _____
 Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES _____ NO _____
2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report