

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: APRIL 8, 2010

Cobb County will receive Sealed Bids before 12:00 NOON, April 8, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5478
CONSTRUCTION MANAGEMENT SERVICES
COBB COUNTY COMMUNITY TRANSIT**

**PRE-PROPOSAL MEETING: MARCH 23, 2010 @ 10:00 A.M. (EST)
COBB COMMUNITY TRANSIT
TRAINING ROOM
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.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents.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: MARCH 12, 19, 26, 2010
APRIL 2, 2010

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

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

2. EXPLANATION TO BIDDERS:

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

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

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

4. DEFAULT:

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

5. F.O.B. POINT:

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

6. AWARD OF CONTRACT:

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



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

BID/PROJECT NUMBER: 10-5478

REQUEST FOR PROPOSAL
CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT

DELIVERY DEADLINE: APRIL 8, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

OPENING DATE: APRIL 8, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT 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 10-5478; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 90 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

ADVERTISE DATES: MARCH 12, 19, 26, 2010
APRIL 2, 2010



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 # 10-5478 DATE: April 8, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Construction Management Services**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 10 – 5478
CONSTRUCTION MANAGEMENT SERVICES
COBB COUNTY COMMUNITY TRANSIT**

BID OPENING DATE: APRIL 8, 2010

PRE-PROPOSAL CONFERENCE: MARCH 23, 2010 @10:00 A.M. (E.S.T.)
COBB COUNTY COMMUNITY TRANSIT TRAINING ROOM
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA 30060

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: 95826

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 10-5478
REQUEST FOR PROPOSAL
CONSTRUCTION MANAGEMENT SERVICES**

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: _____

REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT
SEALED BID #10-5478

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**REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT
SEALED BID #10-5478**

I. INTRODUCTION

The Cobb County Department of Transportation is requesting Proposals for Consultant Construction Management Services for Cobb Community Transit (CCT). These services will provide on-call construction management, inspection, and testing for building construction, building renovations, facility improvements, pedestrian improvements, park and ride lots, ITS projects, facility security upgrades, and other ongoing and as yet specified projects.

II. SOLICITATION INSTRUCTIONS

2.1 Information Requirements

In order to be considered for this Project, Proposers must submit the following information:

A. Proposal Transmittal Letter – (Complete and submit Attachment 10)

Proposals must be accompanied by Transmittal Letter and signed by a duly authorized officer(s) of the firm.

B. Information on Proposer

Refer to section 3.2.C for a detailed description of proposal requirements.

C. Required Certifications

This Project will be funded in part with Federal Transit Administration funds. The following certifications must be completed and submitted with this Proposal:

- **Disadvantaged Business Enterprise Participation:** Complete and submit (DBE) Attachment 1
- **Non-Collusion Bidding Certificate:** Complete and submit Attachment 2
- **Government-Wide Debarment and Suspension (Non-Procurement):** Required by 49 CFR Part 29, Executive Order 12549. Complete and submit Attachment 3
- **Ineligibility Certificate:** Complete and submit Attachment 4

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COBB COMMUNITY TRANSIT
SEALED BID #10-5478**

- **Certification of Consultant Drug-Free Workplace:** Complete and submit Attachment 5
- **Cobb County Conflict of Interest and Prohibition Against Contingent Fees Certification:** Complete and submit Attachment 6
- **Certification Regarding Non-segregated Facilities:** Complete and submit Attachment 7
- **Certification Regarding Lobbying:** Required by 49 CFR Part 20. Complete and submit Attachment 8
- **Contractor's Qualification Statement:** Complete and submit Attachment 9
- **Transmittal Letter:** Attachment 10
- **Evidence of Compliance with Georgia Security and Immigration Act:** Attachment 11
- **Contractor Affidavit and Agreement:** Attachment 12

2.2 Proposal Submission

Sealed Proposals must be submitted **before 12:00 NOON, April 8, 2010** at the following address:

Cobb County Purchasing
1772 County Services Parkway
Marietta, Georgia 30008

**DO NOT SUBMIT PROPOSALS TO COBB COUNTY DEPARTMENT OF
TRANSPORTATION (D.O.T.)**

Proposals delivered after the 12:00 Noon deadline will **not** be accepted.

A Pre-Proposal Conference is scheduled for Tuesday, March 23, 2010 at 10:00 a.m. at 463 Commerce Park Drive, Suite 114, Marietta, GA in the Training Room. All Proposers are encouraged to attend. For directions, contact CCT at (770) 528-1610.

Proposers shall submit one original and six (6) copies of their complete Proposal in one sealed envelope. The envelope must be labeled "**PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES – SEALED BID NO. 10-5478 clearly marked**" on the front, and shows the name and address of the firm proposing.

Proposals will be opened at 2:00 p.m., on April 8, 2010 on the 2nd Floor Meeting Room at the Cobb County Purchasing Department.

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CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT
SEALED BID #10-5478

Proposals shall be limited to a total of ten (10) pages (8 1/2" x 11"), excluding dividers and staff resumes, photo pages, certifications and financial statements. Proposals submitted in excess of ten (10) pages will not be reviewed.

The Proposal shall cover your firm's project approach, key staff identified for the project and relevant experience, experience of the firm, identification of any sub-consultants, project schedule, current workload, and evidence of financial stability.

Cobb County reserves the right to reject any or all Proposals submitted, or, where it may serve the best interest of the County, to request additional information or clarification from Proposers. The County, at its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all Proposals. Presentations may be requested as part of the evaluation process. Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal(s) regardless of whether that proposal was selected.

Any questions regarding the Request for Proposal (RFP) shall be submitted in writing to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Fax: 770-528-1154
Email: purchasing@cobbcountry.org

Deadline for questions is **Tuesday, March 30, 2010 at 5:00 p.m.**

2.3 Proposal Effective Period

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

2.4 Revisions to RFP

The County will issue an Addendum to the RFP if it becomes necessary to revise any part of the RFP or if additional information is necessary to enable Proposers to make any adequate interpretation of the provisions of this RFP. All Addenda will be provided to each prospective Proposer. All addenda shall be acknowledged by date and number in the Proposer's Proposal.

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COBB COMMUNITY TRANSIT
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2.5 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. The County reserves the right to accept a Proposal other than the lowest cost Proposal.

The County also reserves the right to enter into a Contract with any Proposer based upon the initial Proposal or on the basis of a "best and final" offer without conducting oral discussions.

2.6 Pre-Contractual Expenses

Upon receipt of a Proposal by Cobb County, the Proposal shall be the property of the County, without compensation to the Proposer, for disposition or usage by the County at its discretion. Expenses incurred by Proposers in:

- Preparing the Proposal in response to this RFP and submitting the Proposal
- Negotiating with the County on any matter related to the Proposal, and
- Any other expense incurred by the Proposer prior to the date of Contract Award shall not be the liability of the County. The County and the Board of Commissioners shall be held harmless from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization in responding to this RFP.

2.7 Contents of Contract

The Contract resulting from this Request for Proposal will consist of the following:

Request for Proposal Scope of Work; Contract Provisions; the Contractor's Proposal and Cost; all addenda issued; and modifications mutually agreed upon by the County and the Contractor, between the Contract award and execution of the Contract.

2.8 Protests

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

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CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT
SEALED BID #10-5478

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.

III. GENERAL SCOPE OF WORK

3.1 Construction Management Services

Construction Management Services shall include complete responsibility for construction management of the Transit Capital Program (TCP), including administration, construction and value engineering, inspection, materials sampling and testing necessary to ensure construction and payment in accordance with the County's "Construction Policy and Procedures Manual" and "Sampling and Testing Guide" and the Georgia Department of Transportation's "Standard Specifications," "Construction Manual," and "Sampling and Testing Manuals" as well as the Contract documents for each project.

The expected personnel requirements are up to two construction managers, depending on work load. Full time is considered to be a 40 hour work week. Personnel assigned to the project shall be capable and experienced in construction inspection, sampling, and testing on road and building construction including architectural finishes, and electrical and mechanical systems. The time of performance for the contract will be one year with two one-year contract extensions. Contract extensions are at the discretion of the County. Services shall include, but not be limited to the following:

- A. Perform constructability plan reviews and utility coordination throughout all project phases.
- B. Prepare bid documents and manage the bid process for all minor projects and assistance on same for major projects. Consultants shall also assist with preparation of Contract special provisions. Consultants will be required to develop limited construction plans and complete bid documents for some of the minor projects.
- C. Prepare construction cost estimates based on preliminary plans and final engineers' estimates along with comparisons to project budgets.
- D. Review and analyze bids and recommend acceptance/rejection of lowest responsible bid to the County.
- E. Schedule and conduct pre-construction conferences with Contractors, utilities, and other interested parties to discuss the construction schedules,

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submittals, project requirements, etc. Transcribe and distribute meeting minutes.

- F. Review all submittals, including schedules, job mixes, shop drawings, traffic control, and erosion control plans.
- G. Schedule and conduct monthly (minimum) coordination meetings on all projects to:
- Review progress on each construction phase.
 - Identify, develop, and initiate means to correct problems in maintaining the critical path schedule.
 - Coordinate efforts of the Contractor and utilities and resolve any issues pertaining to the quality of construction.
 - Monitor progress on any outstanding right-of-way parcels and special stipulations.
 - Minutes of the coordination meetings shall be transcribed and distributed.
- H. Analyze all claims or requests for changes and negotiate prices as necessary. If additional items, funding, or Contract time are requested, a detailed recommendation for acceptance/rejection will be submitted to the County, and an agenda item shall be prepared. If changes involve quantities only, with no additional items, funding, or time required, the decision shall be rendered by the Construction Manager and thoroughly documented to the County and the project files.
- I. Prepare, submit, and process monthly progress estimates of payment due the Contractor based on documented estimates of actual quantities completed and accepted for payment.
- J. Provide experienced and qualified construction managers whose duties will include day-to-day decisions on construction acceptability, direction to the Contractor's superintendent, and supervision and assignment of inspection and testing personnel.
- K. Provide qualified inspection and testing personnel in numbers necessary to ensure that the projects are constructed in reasonably close conformity with the plans, specifications, permits, and other Contract provisions. All inspection, sampling, and testing frequencies will be as required by the Georgia Department of Transportation's "Construction" and "Sampling and Testing" manuals as modified by the County's "Sampling and Testing Guide," and shall be reported on the appropriate Georgia Department of Transportation (or County) forms as required by those manuals. In addition, personnel must be familiar with state and local building codes.

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- L. Maintain “summaries” for each pay item contained in the construction Contract. The summary shall show total quantities to date (whether estimated or measured) as documented on the Inspection Daily Reports and shall be utilized to prepare the Contractor’s monthly estimates. The inspector shall keep detailed, accurate records (diary) of the Contractor’s daily operations and significant events that affect the work.
- M. Maintain sampling and testing logs for each pay item showing the status of testing and materials certification as the work progresses.
- N. Maintain a submittal log providing transmittal, review, and approval/rejection dates of all submittals in order to ensure that no avoidable delays occur.
- O. Coordinate the relocation of all utilities and provide liaison with the various utility owners. Monitor utility work performed under force account agreements and maintain appropriate accounting records. The consultant shall promptly advise the County of any omissions, substitutions, defects, and deficiencies in the work and any corrective actions taken.
- P. Provide complete Contract administration, management, and documentation of the projects, including providing and maintaining all letters, submittals, reports, resolution of problems, etc.
- Q. In addition to inspection of other construction activities, the construction manager shall closely monitor the Contractor’s Maintenance of Traffic and Erosion and Sedimentation Control activities to ensure the public’s safety and strict compliance to the plans, specifications, and applicable regulations.
- R. Provide off-site inspection/certification for structural member fabrication or other construction materials as required by the County when those services are not provided by the Georgia Department of Transportation.
- S. Provide liaison for the County to resolve property owners’ inquiries during construction. Serve as a contact for all citizens or agencies having questions or concerns about the construction. Submit written reports of all inquiries including any actions taken within one week of the initial Contract.
- T. Provide initial, monthly, and final photos and videotape of the construction with special attention to any problem areas.

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- U. Conduct final inspection of completed projects with the County and other interested agencies and prepare final punch list. Assure that final punch list work is completed in a timely fashion.

- V. Prepare the final statement and certification, final materials certificate, and final change order to close out the projects. The consultant shall present all records and documentation prepared in the course of the project to the County and the conclusion of the consultant's assignment to that project.

- W. The County will provide limited office space and some equipment and supplies (to be defined at a later date) for construction services on this program. The consultant shall provide, at a minimum, the following:
 - A sufficient number of clearly identifiable vehicles to accommodate the consultant's project personnel.
 - Cellular phones or pagers for all project personnel. Project personnel must be able to be reached 24 hours per day.
 - All necessary equipment, materials, and supplies to provide all construction services, including testing.
 - It is anticipated that the County will provide limited office space for two office personnel. The County will supply basic office equipment and supplies for these personnel to be located in County offices. The consultant shall provide adequate office space convenient to the projects to properly manage the program. The Contractors on each major project will furnish trailers for construction inspections. The duration of construction management for the TCP is on an occurrence basis.

3.2 Contract Requirements-Evaluation

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

- B. Cobb County will rank the top three bidders in order by an Evaluation Committee established by Cobb County. The evaluation by the Evaluation Committee will be based on the criteria listed below. Negotiations will be held with the top ranked bidder to agree on a compensation level which is fair, competitive, and reasonable taking into consideration the scope and complexity of the scope of work. If negotiations with the top ranked bidder and unsuccessful, negotiations will be held with the second highest ranked bidder. If it is determined that negotiations cannot be successfully completed with any of the top three bidders, then a new procurement process will be initiated for the services.

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- i. 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. (30 points)
 - ii. Experience/Performance – Review of past performance on Cobb County projects or other 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. (35 points).
 - iii. 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 proposals. (20 points)
 - iv. Availability – Evaluation of the work load of the proposing firm 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. (10 points)
 - v. Financial Stability – Evaluation of the overall financial position of the firm as determined from financial information required by the Request for Proposal or Qualifications or from other independent sources. (5 points)
- C. To be considered a responsive bidder the following qualifications and information regarding the firm and proposed personnel must be provided:
- i. Firm local name, address, and telephone number
 - ii. Primary local contact person(s) and telephone number(s)
 - iii. Total number of firm's local full-time employees
 - iv. Year local firm established
 - v. Local firm billings for the last three fiscal years
 - vi. Local firm's billing for the current fiscal year
 - vii. Provide a listing and description of all current litigation involving the local firm
 - viii. Provide a listing and description of all litigation history for the local firm since and including 2010.
 - ix. Provide a copy of the most recent completed year's financial statements (Income Statement and Balance Sheet) for the local firm
 - x. List of full Project Management service projects completed in the last 5 years. Include: size, cost, total fee, scope of services, description and cost of contractor change orders, special features (energy conservation, etc.), awards received, and type of project
 - xi. Provide a description of the firm's special capabilities, techniques or resources that can be contributed to this assignment. A minimum of three references from projects of a similar scope and type shall be submitted with each proposal by the prime firm and sub-consultants. If the three chosen projects do not meet the criteria herein, provide additional references to satisfy the requirements. Particular emphasis

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- should be placed on demonstrating previous experience in related projects. Describe the firm's, or teams, qualifications to complete the work. The planning and/or project management expertise required to accomplish the complete scope-of-work must be represented either within the firm's in-house staff, or by a team of consulting firms. A team submission must be made by a prime consultant. If the submission is a team submission, describe the previous experience that the prime consultant has had working with the various team members. Identify and provide resume information for Project Manager and the key personnel who will be performing the required task.
- xii. Provide a description of the firm or team experience in getting projects planned within Cobb County. Include any projects planned for the County. State the designated Project Manager and other key personnel experience.
- D. The project is subject to financial assistance through grants with the Federal Transit Administration and the State of Georgia. Accordingly, the Contractor 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.
- E. A Disadvantaged Business Enterprise goal of 4% has been established for the Contract. The selected firm may utilize one or more firms in a prime-sub arrangement in order to meet this goal, details provided in Attachment
- F. Certain clauses and certifications including, but not limited to, the following will be required in the Contract:
- Access to records
 - Federal changes
 - Clean air
 - Termination
 - Government debarment (executed certification required)
 - Lobbying
 - Clean Water
 - Breaches and dispute resolution
 - Seismic safety requirements
 - Clean water
 - Incorporation of FTA terms
 - Civil rights
 - Lobbying disclosure (executed certification required)

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IV. FTA CLAUSES INCORPORATED BY REFERENCE

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as if they set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is 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 REQUIRES
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)
49 CFR PART 26**

Contract Assurance §26.13b

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

Prompt Payment Mechanisms §26.29

The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than 10 business days from the receipt of each payment the prime Contractor receives from Cobb County Department of Transportation. The prime Contractor agrees further to return retainage payments to each subcontractor within 10 business days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above references time frame may occur only for good cause following written approval of Cobb County Department of Transportation.

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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 Contractor, 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.

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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 Contractor. 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 subgrantee 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 subgrantee 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

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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 subgrantee 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 subgrantee 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 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).
- (7) 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.

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**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 FRAUDELENT
STATEMENTS 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 Contractor 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 Contractor 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.

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- (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.
49 CFR Part 26**

Civil Rights - The following requirements apply to the underlying Contract:

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- (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 Contractor 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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor 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.

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- (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 Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of the agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted Contracts. Failure by the Contractor 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 Contractor 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, 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.

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CLEAN AIR REQUIREMENTS

42 U.S.C. 7401 et seq.

40 CFR 15.61

49 CFR Part 18

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these regulations in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 at seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

SEISMIC SAFETY REQUIREMENTS

42 U.S.C 7701 et seq. 49

CFR Part 41

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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LOBBYING

**31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Appendix A, 49 CFR Part 20
Certification Regarding Lobbying Certification for Contracts, Grants, Loans,
and Cooperative Agreements
*(To be submitted with each bid or offer exceeding \$100,000)***

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

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.

If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts 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 this federal Contract, grant, loan, or cooperative agreement, the undersigned

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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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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**BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1D**

Disputes – Disputes arising in the performance of this agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County, David Montanye, Cobb County DOT Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Cobb County DOT Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Cobb County DOT Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the County, the Contractor shall continue performance under this agreement while matters in dispute are being resolved.

Claims for Damages – Should either party to this agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Cobb County, Georgia.

Rights and Remedies – The duties and obligations imposed by the agreement documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County, Architect, if applicable, or Contractor shall constitute a waiver of any right or duty afforded any of them under the agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. §5232 (j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and included final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by the Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate

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requirements for rolling stock are set out in 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder must submit to the County the appropriate Buy America certification located in the Attachments with all bids on FTA funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

CONTRACT WORK HOURS AND SAFETY STANDARDS
40 U.S.C. §§327-333 (1995)
29 C.F.R. §5 (1995)
29 C.R.F. § 1926 (1995)

Pursuant to Section 102 (Overtime): Contract Work Hours and Safety Standards Act

Overtime requirements – No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation/ liability for unpaid wages – liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$1 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages – The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
49 U.S.C §5310, §5311, and §5333
29 CFP Part 215

Transit Employee Protective Provisions:

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA recipient's project from which Federal assistance is provided to support work on the underlying Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects

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for elderly individuals or individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310 (a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, the Contractor agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certifications to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ENVIRONMENTAL PROTECTION

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality”, 42 U.S.C. § 4321 note: FTA statutory requirements on environmental matters at 49 U.S.C. § 5324 (b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FTA/FHWA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibits discrimination on the basis of handicaps, and

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with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for individuals with Disabilities (ADA), 49 CFR Part 37.
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27.
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities". 28 CFR Part 36.
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630.
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F.
9. FTA regulations, "Transportation for the Elderly and Handicapped Persons," 49 CFR Part 609.
10. Any implementing requirements FTA may issue.

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V. ATTACHMENTS

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.

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

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

I. 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.

II. 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.

III. 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

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and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.

IV. 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.

V. Additional Terms And Conditions

(A) **DBE Goal:**

An Overall Annual Goal has been established at 4% in which any DBE participation on this contract will count toward meeting that goal.

All bidders and proposers hereby assure that they will make sufficient reasonable good faith efforts to meet the above stated goals. Moreover such bidders or proposers hereby assure that they will meet the DBE participation percentages submitted in their respective bids or proposals.

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 Disadvantaged Business Enterprise (DBE) goal.

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1. 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:

- (a) DBE Form 1 – Schedule of DBE Participation Form
- (b) DBE Form 2 – DBE Contractor Affidavit Identification
- (c) 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.

(d) DBE Form 4- DBE Unavailability Certification must be submitted with the bid proposal, if the DBE goal is not met.

2. Cobb Community Transit will count toward the established DBE project goal only those firms which 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.

VI. Acceptable Good Faith Efforts - If any bidder fails to meet the DBE goals for this solicitation, 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 not meeting said goals. (See DBE Form 4 which 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:

- (1) 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;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;

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- (3) 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;
- (4) Whether the bidder followed up initial solicitations of interest by contracting DBEs to determine, with certainty, whether the DBEs were interested;
- (5) 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);
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) 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.
- (8) 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
- (9) 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 which 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.

- VII. Contractor Assurance - The bidder assures that he/she will make a good faith effort to meet the DBE participation goal as established in Paragraph V, Section A.

General Instructions

- 1. Contract Goal - Bidders who fail to achieve the contract goal(s) stated in the bid document must provide (with the bid) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the bidder as outlined in DBE Form 4.
- *2. DBE Forms 1 & 2- All bidders/contractors shall complete and submit, with their bids, DBE Forms 1 & 2.
- *3. 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.

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4. 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, Georgia 30334

(404)656-5323 (phone)

(404 656-5509 (fax)

5. 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.

***ITEMS 2 & 3 ABOVE MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE A CONTRACT AWARD.**

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**THIS FORM MUST BE ACKNOWLEDGED/SIGNED AND RETURNED WITH BID OR BID
WILL NOT BE ACCEPTED.**

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

Name of Bidder: _____
Project: _____
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) Name (Typed) _____

NOTARY PUBLIC

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DBE FORM 2 (Reproduce as necessary)

DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

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 _____
_____.

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 _____

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DBE FORM 3 (Reproduce as necessary)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of General Contractor Proposing)

PROJECT: _____

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 No.)	(Name of DBE Subcontractor)
(Firm Address)		By: _____ (Signature)
(City and State)		Name: _____ (Typed)
		Title: _____

*

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DBE FORM 4 (Reproduce as necessary)

If you have sought DBE subcontractors for this project, please complete

DBE UNAVAILABILITY CERTIFICATION

I, _____,

of _____, certify that on the dates below,

I invited the following DBE Subcontractor(s) to bid work items to be performed on _____

<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:

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

GOOD FAITH EFFORT REQUIREMENT

The use of a DBE firm is not a requirement for this contract; however, by signing this form, you acknowledge the federal requirement to show **good faith effort** towards obtaining and utilizing a DBE to perform work on this project.

Signature

date

End of Section

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ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATE

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: _____

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ATTACHMENT 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

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

THE CONTRACTOR, _____, 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

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ATTACHMENT 4

INELIGIBILITY CERTIFICATE

_____ 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/Title of Authorized Official: _____

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ATTACHMENT 5

CERTIFICATION OF CONSULTANT DRUG-FREE WORKPLACE

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 complied 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, certifies 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

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ATTACHMENT 6

**COBB COUNTY CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

_____ 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/Title of Authorized Agent

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ATTACHMENT 7

NON-SEGREGATED FACILITIES

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 Contractors 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.

Contractor

Signature

Name and Title of Signer

Date

**REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT
SEALED BID #10-5478**

**THIS FORM MUST BE ACKNOWLEDGED/SIGNED AND RETURNED WITH BID OR BID WILL NOT
BE ACCEPTED.**

**ATTACHMENT 8
CERTIFICATION REGARDING LOBBYING**

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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: _____

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**Attachment 9
CONTRACTOR'S QUALIFICATION STATEMENT**

CONTRACTOR

- Name of Contractor: _____
- Address of Contractor: _____
- 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 Contractor 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: _____

REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT
SEALED BID #10-5478

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 _____, 20__

**REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT
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ATTACHMENT 10

BID TRANSMITTAL LETTER

The undersigned, _____, hereby submits its bid proposal to furnish all labor, materials, and equipment _____, 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 Proposal 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 bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Transmittal Letter this _____ day of _____ 20__.

By

Title

Sworn to and subscribed before me the ____ day of _____, 20__.

Notary Public

My Commission Expires:

Date

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ATTACHMENT 11

**EVIDENCE OF COMPLIANCE WITH GEORGIA SECURITY AND 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.

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

**REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGEMENT SERVICES
COBB COMMUNITY TRANSIT
SEALED BID #10-5478**

**THIS FORM MUST BE ACKNOWLEDGED/SIGNED AND RETURNED WITH BID OR BID
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**Attachment 12
CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered 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

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).*

**REQUEST FOR PROPOSALS (RFP)
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**SUBCONTRACTOR AFFIDAVIT
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.

BY: Authorized Officer or Agent
[Contractor Name]

Date

Title

Printed 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).*