

ADVERTISEMENT FOR REQUEST FOR PROPOSAL  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: JULY 8, 2010**

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

**SEALED BID # 10 – 5500  
CONSULTANT SERVICES FOR  
CUMBERLAND TRANSIT ORIENTED DEVELOPMENT STUDY  
COBB COUNTY DEPARTMENT OF TRANSPORTATION**

**PRE-PROPOSAL MEETING: JUNE 22, 2010 @ 10:00 A.M.  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008**

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

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

No proposal may be withdrawn for a period of one hundred twenty (120) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

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

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

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

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

Advertise: June 11, 18, 25, 2010  
July 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.





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

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

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

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

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

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

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

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

Thank you in advance for your cooperation.

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

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

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**SEALED BID # 10-5500 DATE: July 8, 2010**

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

**DESCRIPTION: Request for Proposal**  
Consultant Services for Cumberland Transit Oriented Development Study

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



*Cobb County...Expect the Best!*

**REQUEST FOR PROPOSAL**

**SEALED BID # 10 – 5500  
CONSULTANT SERVICES FOR  
CUMBERLAND TRANSIT ORIENTED DEVELOPMENT STUDY**

**COBB COUNTY DEPARTMENT OF TRANSPORTATION**

**BID OPENING DATE: JULY 8, 2010**

**PRE-PROPOSAL CONFERENCE: JUNE 22, 2010 @10:00 A. M. (E.S.T.)**  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

Thank you for your cooperation.  
Cobb County Purchasing Department

**"STATEMENT OF NO BID"  
SEALED BID NUMBER 10-5500  
REQUEST FOR PROPOSAL  
CONSULTANT SERVICES FOR  
CUMBERLAND TRANSIT ORIENTED DEVELOPMENT STUDY**

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***

*Consultant Services  
Cumberland Transit Oriented Development Study*

*Cobb County Department of Transportation*

**PROJECT DESCRIPTION AND DETAILED REQUIREMENTS**

**SEALED BID #10-5500**

# **SECTION 1 – INTRODUCTION**

## **1.1 Type of Solicitation**

This is a Request for Proposals (RFP) for the services described herein. Each proposal will be evaluated in accordance with the Evaluation Criteria outlined in Section 3.10. Cobb County will award a Contract to the Proposer which the County deems, in its sole discretion in compliance with Federal, State, and County procedures, to be the most qualified following the Evaluation Process outlined in Section 3.

## **1.2 Purpose of the Project**

The Cobb County Department of Transportation (Cobb DOT) and the Cumberland Community Improvement District (CCID) are requesting transportation planning services for the development of Transit Oriented Development (TOD) study within the study area of the previously-developed Blueprint Cumberland Master Plan. The primary focus of this planning effort is the development of a plan that specifically identifies strategically beneficial locations for the development of transit stations within the study area. Various modes of transit will be given consideration within the study process and will be evaluated for feasibility on their individual merits. It is expected that the recommendations arising from this study will also consider reasonable expectations of the private land development potential surrounding the transit station sites, as well as the impacts of relocating the existing Cobb Community Transit (CCT) bus transfer location on Cumberland Boulevard, adjacent to Cumberland Mall.

A detailed description of the scope of the project and the specific tasks required to complete the Study is outlined in Section 4.

## **1.3 Background**

The CCID was awarded Livable Centers Initiative (LCI) study funding to develop the Blueprint Cumberland Master Plan (BP-I), which was completed in 2001. In 2007, a follow-up study, Blueprint Cumberland II (BP-II), was completed. BP-II expanded the original study area and served as an update to the original plan's goals based on the market trends that existed at the time. Also, BP-II developed a strategic plan to address the reformulated goals and the initiatives that were unfulfilled within the time between the two studies.

Two transit feasibility studies conducted by the Georgia Department of Transportation will also have an integral role in the overall dynamics of this effort. The I-75 Northwest Corridor Study and the Revive 285 Study (currently in progress) both contain concepts for transit stations within the identified study area for this project. The challenge at hand centers around taking ideas from both GDOT studies and combining them to create a plan that fully utilizes the land development potential within the Cumberland area.

## **SECTION 2 – PROJECT ADMINISTRATION, PARTICIPANT ROLES AND FUNDING**

This section describes how the project will be administrated, the roles and responsibilities of the County and the Consultant, and an overview of the project funding.

### **2.1 County Responsibilities**

Cobb County is the procuring agency and client for this project. The Cobb County Department of Transportation’s Planning Division and the CCID will be responsible for the overall administration and management of the project. Laraine Vance, Planning Division Manager, will be the assigned County Liaison, responsible for providing direction to the Consultant, reviewing all reports and submittals and approving all changes to the work scope, including budget and schedule issues.

A Selection Committee will be formed to evaluate proposals and recommend the top ranked firm to the Cobb County Board of Commissioners. A Project Management Team will be formed to review products and provide direction to the Consultant following Contract award. Members of the Selection Committee and Project Management Team may include the assigned County Liaison along with select Cobb DOT staff representing various divisions – along with staff from other County Departments which may include Economic Development, Community Development and others as assigned by the County Manager.

### **2.2 Consultant Responsibilities**

The successful Proposer (herein after referred to as Consultant) will be responsible for completion of the tasks outlined in Section 4 – Scope of Work.

#### **2.2.1 Pre-Qualification**

The Consultant must be pre-qualified with GDOT or Cobb County in areas appropriate for the type of work requested in the RFP in order to be awarded a contract with Cobb County. It is the consultant’s responsibility to become pre-qualified prior to contract award.

#### **2.2.2 Project Manager**

The Consultant will designate a Project Manger who will be responsible for ensuring completion of all the required work on behalf of the Consultant team and coordinating with the County throughout the project.

*The following are the key specific responsibilities of the Consultant Project Manger:*

- Overall project management, including developing and maintaining the project schedule and budget
- Coordinating with the County Liaison and Project Management Team at key stages throughout the project

- Coordinating with the Atlanta Regional Commission (ARC) and the Georgia Department of Transportation (GDOT) throughout the study
- Coordinating with County staff responsible for the overall development of the Cumberland Transit Oriented Development Study
- Making and overseeing assignments to consultant staff and/or sub consultants
- Developing and submitting work products that meet County requirements
- Making any required revisions to data or reports based on direction from the County
- Submitting invoices and progress reports in a format that meets County requirements after satisfactory completion of the required work
- Maintaining records on the project in accordance with County, ARC, State and Federal requirements
- Documenting meetings with the County, Cities, other agencies, and the public
- Making presentations to the elected bodies and selected Community groups

### **2.3 Project Funding**

The Project will be financed with a combination of federal and local funds. Federal funds will be provided by the Federal Highway Administration (FHWA).

## **SECTION 3 – GENERAL REQUIREMENTS RELATED TO THE SOLICITATION AND CONTRACT AWARD**

The following section outlines the specific requirements for the Proposals and the process for review and evaluation of the Proposals. Proposers are cautioned to read this section carefully. Failure to provide all the requested information may cause the Proposal to be rejected as nonresponsive.

### **3.1 Solicitation Schedule**

The following is the schedule for this solicitation. Cobb County may unilaterally change this schedule by written notice.

- |   |  |
|---|--|
| ▪ Advertisement of Request for Proposal | <u>June 11, 18 and 25, 2010</u><br><u>July 2, 2010</u> |
| ▪ Pre-proposal Meeting                  | <u>June 22, 2010 at 10:00 a.m.</u>                     |
| ▪ Responses due from Proposers          | <u>July 8, 2010, before 12:00 noon</u>                 |
| ▪ Evaluation/Negotiations               | <u>July 2010</u>                                       |
| ▪ Contract Award/NTP                    | <u>August 2010</u>                                     |

### **3.2 Pre-proposal Meeting**

A Pre-proposal meeting will be held at **Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008-4014, on Tuesday, June 22, 2010. The meeting will be held at 10:00 a.m. in the 2<sup>nd</sup> Floor Conference Room.** This meeting is not mandatory; however, Cobb County strongly encourages Proposers to attend. Discussions in the meeting are not binding; the County will issue written responses to questions and issue addenda as necessary.

### **3.3 Questions**

All questions and requests by Proposers concerning this solicitation shall be in writing and directed to:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008-4014  
FAX: (770) 528-1154  
E-Mail: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
***RE: Cumberland Transit Oriented Development Study***

Deadline for questions is **Tuesday, June 29, 2010 at 5:00 p.m.** No phone calls will be accepted. Responses to any written communication will be made available by addenda.

Proposers are cautioned, however, that no prior, current, or post-award conversations, representation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of the RFP or any Contract resulting from this procurement.

### **3.4 Revisions to RFP**

The County will issue Addenda 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 and must be acknowledged by date and number of each Proposal.

### **3.5 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. Protests should be sent to:

Laraine Vance  
Cobb County Department of Transportation  
1890 County Services Parkway  
Marietta, GA 30008-4014

This project is to be funded in part by the Federal Highway (Transit) Administration (FHWA or FTA). FHWA/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.

### **3.6 Proposal Format**

Each Proposal must include the following information, presented in a clear, comprehensive and concise manner. The Scope of Work and Methodology outlined in Section 4, should be limited to 10 (8 ½ by 11 inch) pages of text in which the consultant will describe the proposed work program, approach and methodology to be used to complete the project. Supplemental information, qualifications, resumes, and experience may be included in an Appendix.

A proposal that does not fulfill all requirements of the RFP will be deemed non-responsive and excluded from the proposal evaluation process.

#### **3.6.1 Letter of Transmittal**

- The letter of Transmittal is to contain key contact information on the Proposer firm(s), including name, business address, telephone number, FAX number, email address and name of contact person.
- This letter is to be signed by a duly authorized officer(s) of the firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all Contractual responsibility rests solely with one Contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each submittal shall indicate the entity responsible for execution on behalf of the team.

#### **3.6.2 Scope of Work and Methodology (See Section 4)**

- A statement of the goals and objectives of the Project Team's approach to the Project and a detailed description of the activities to be undertaken for each of the tasks.
- This section should be in enough detail to demonstrate that the services and products to be provided by the Project Team meet the County's requirements for this Project.

#### **3.6.3 Proposed Schedule and Budget**

- A detailed outline of the proposed schedule for completion of the tasks, including the number of hours required to accomplish each task.
- Please provide a detailed cost breakdown by task.

#### **3.6.4 Project Team Organization, Qualifications and Availability**

- A delineation of the personnel of the firm and any sub-consultants, who will actually work on the project and their roles. Special emphasis should be placed on the role of the

proposed project manager. A strong project manager is viewed as essential to the overall success of the project.

- An outline of the qualifications and experience of the firm(s) and the assigned personnel in projects similar to this study. This should include summaries of projects of similar complexity and scope underway or completed within the past 5 years.
- A discussion of the current workload and availability of all firms and the assigned staff. Provision of 3 clients' references for each firm included in the team. This information should include the project name, client contact name, title, mailing address, e-mail address and telephone number.
- A discussion of the current workload, availability of the proposed project manager and provision of 3 clients' references. This information should include the project name, client contact name, title, mailing address, e-mail address and telephone number.

### **3.6.5 Appendix**

This project will be funded in part from grants from the Federal government. The Proposer must submit with its Proposal completed representations or certifications for the following programs:

#### **3.6.5.1 Certifications regarding Lobbying**

Required by 49 C.F.R. parts 19 and 20 (*Attachment 1*)

#### **3.6.5.2 Certification regarding Debarment, Suspension, and other Responsibility Matters**

Required by 49 C.F.R. part 29, Executive Order 12549 (*Attachment 2*)

#### **3.6.5.3 Certification Regarding Disadvantaged Business Enterprise Program (DBE) (*Attachment 3-A and 3-B*)**

It is the policy of Cobb County that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 26, February 2, 1999, shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with federal transportation funds.

In order to be a responsive Proposer, please complete the following attachments:

- Disadvantaged Business Enterprise (DBE) Utilization form, which indicates how the DBE requirements of the bid specification have been met. (*Attachment 3-A*)  
**and**
- The Letter of Intent form, which includes the name of DBE firms to be utilized, type of work to be performed, dollar value of work and percentage of total Proposal price. (*Attachment 3-B*). One form should be completed for each DBE firm.

Instructions for completing the forms are included on the Attachments.

*Cobb County supports the objectives of the USDOT DBE program objectives as outlined in the County's Policy Statement approved by the Board of Commissioners on July 27, 2004 (Exhibit b)*

The requirements of 49 CFR, Part 26, Regulations of the U.S. Department of Transportation apply to this contract. It is the policy of Cobb County Department of Transportation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to include DBE participation in the performance of this contract.

A Directory identifying all firms eligible to participate as DBEs is maintained by the Georgia Department of Transportation (GDOT) in relation to the Unified Certification Program (UCP). The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The Directory is updated monthly. The Directory is available online at <http://www.dot.state.ga.us>, or by contacting:

**Georgia Department of Transportation  
1 Georgia Center  
600 West Peachtree Street, NW  
7<sup>th</sup> Floor  
Atlanta, GA 30308  
(404) 631-1289 phone**

#### **3.6.5.4 Addendum Acknowledgement**

Provide acknowledgement, by number and date issued, of each addendum to this RFP issued by Cobb County and received by Proposer. (*Attachment 4*)

#### **3.6.5.5 Staff Resumes**

Provide resumes for all key staff highlighting professional experience directly applicable to the requested work.

### **3.7 Proposal Submission**

Proposers must submit **one (1)** original and **six (6)** complete sealed copies of the Proposal to the following address:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008-4012

Each copy must be labeled “**Cobb County – Cumberland Transit Oriented Development Study**” and show the name and address of the firm proposing. Supporting documents may be submitted with the Proposal or in a separate envelope marked “**Literature for Cobb County – Cumberland Transit Oriented Development Study**” with the Proposer’s name indicated on each piece of literature.

Proposal must be received before **12 noon on July 8, 2010**. Proposals delivered after the time specified will not be considered.

### **3.8 Proposal Withdrawals**

A Proposal may be withdrawn by submitting a written request to Cobb County before the time fixed for Proposal submission.

### **3.9 Proposal Effective Period**

Each proposal shall remain open for a period of one hundred and twenty (120) days beginning with the date that Proposals are opened.

### **3.10 Evaluation Criteria**

A Selection Committee has been formed to review and evaluate the Proposals and select the consultant who is deemed to offer the highest quality service. Cobb County will make the award to the responsive, responsible Proposer whose proposal is most advantageous to the County. The following weighted criteria will be utilized for the selection:

#### **3.10.1 Staffing**

- Qualifications of individual key staff, with emphasis on the proposed project manager, and completeness of the project team.
- Appropriateness and effectiveness of the team member’s individual roles with particular emphasis on the Project Manager.

### **3.10.2 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 reference whether included in the proposal response or not; overall responsiveness to County's needs
- Experience in comprehensive community planning, smart growth principles, transportation planning, traffic operations, land use, and air quality issues in Cobb County and the Region, as well as, knowledge of planning for pedestrians, bicyclists, youth, older adults and special populations
- Knowledge of access management principles, traffic operations and traffic management

### **3.10.3 Approach**

- Understanding of project requirements
- Suitability of proposed services, including public involvement and outreach, analytical tools, comprehensiveness of the work processes, and quality assurance
- Technical methods proposed to meet County's objectives

### **3.10.4 Availability**

- Overall master schedule to complete the project
- Availability of key staff for the work proposed
- Amount and competitiveness of work hours quoted for each task and schedule for completion

### **3.10.5 Cost**

- Detailed cost breakdown by task
- Overall cost proposed to complete the project

### **3.10.6 Financial Stability**

- Financial stability of firm as evidenced by current year income statements and balance sheets.

All Proposals received by the prescribed deadline will be evaluated against the established criteria. As part of the selection process, firms may be asked to make a presentation to the Evaluation Committee on their Proposal, or provide additional information to the Committee on any aspect of their Proposal.

The Committee will make a recommendation to the Cobb County Board of Commissioners on the top ranked firm. Following Board approval, the Committee will conduct negotiations with the top ranked firm on the scope of work and fee.

### **3.11 Pre-contractual Expenses**

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

- 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.

### **3.12 Contract Period, Award and Conditions**

The Contract Agreement will not exceed six (6) months and will be awarded to the most qualified Proposer using the Evaluation Criteria outlined in Section 3.10.

### **3.13 Compliance with Federal Laws and Regulations**

The project will be funded in part with a grant from the Federal Highway Administration (FHWA). For this reason, the final Contract between the County and the successful Consultant will include applicable federal requirements related to this funding, including adherence to a written code of Ethics, Equal Opportunity Assurances, Disadvantaged Business Enterprise Program, etc.

In addition, the Proposer must submit with its Proposal completed Certifications for three of the federal program requirements – the DBE program, Restrictions on Lobbying, and Debarment and Suspension. (see Section 3.6.5.1 through Section 3.6.5.3)

### **3.14 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.

Any Contract resulting from this RFP will be financed in part with funds available to the County through grants from FHWA. The obligations of County are contingent upon receipt of requested federal funds by the County. In the event that funding from these sources is eliminated or decreased, the County reserves the right to terminate this Contract or modify it accordingly.

## **SECTION 4 – SCOPE OF WORK AND METHODOLOGY**

### **4.1 Project Summary**

Cobb County and the Cumberland Community Improvement District (CCID) each have vested interests in improving mobility and livability within the Cumberland Galleria Activity Center. Evidence of these interests can be found in the recent completion of the Blueprint Cumberland II Study, which serves as the five-year update to the original Blueprint Cumberland LCI Study. Over the last two decades, the Cumberland Galleria Activity Center has developed into a diversified mix of land uses that exist in a complex urbanized environment. The implementation of public infrastructure and private projects in the area continues to occur at an aggressive pace. These initiatives have been aimed at improving pedestrian infrastructure and accessibility to transit, which would promote better mobility within Cumberland Galleria and beyond.

The Georgia Department of Transportation (GDOT) is currently studying mobility improvements along the northern I-285 corridor in its Revive 285 Study. Numerous combinations of mass transit (including Bus Rapid Transit and Light Rail Transit), managed lanes and intelligent transportation systems (ITS) techniques are being evaluated within the study. Cumberland Galleria Activity is one of three major activity centers that Revive 285 looks to utilize as mass transit network hubs. This is evident in the three proposed transit station locations that are located within the Cumberland Galleria area and, coincidentally, also within the Blueprint Cumberland study area. The three sites in question are Cumberland Mall (on Cobb Parkway near the pedestrian bridge between the mall and Cobb Galleria Center), Akers Mill Square Shopping Center (Cobb Parkway at Akers Mill Road) and Overton Park Drive (off Akers Mill Road, east of I-75).

Cobb County recently submitted a project proposal for funding consideration through the Federal Transportation Investment Generating Economic Recovery (TIGER) program. The project consists of an Intermodal Transfer Center located adjacent to I-75. The facility would include a bus transfer center for Cobb Community Transit, replacing the existing Cumberland Transfer Center on Cumberland Boulevard adjacent to Cumberland Mall, an intercity bus terminal, a high-capacity park and ride lot for daily commuters, and space for other uses that are complimentary to the overall concept of the facility. Coincidentally, the site for this proposed Intermodal Transfer Center is the Overton Park Drive site currently being studied for a mass transit station as part of GDOT's Revive 285 Study. The Intermodal Transfer Center would be designed in a manner that would make it convertible to a Bus Rapid Transit or Light Rail Transit station, should the Revive 285 concept become reality.

In recognition of the aforementioned information, this LCI supplemental study will further define the issues and impacts of relocating the CCT Cumberland Transfer Center from its current location, and to create plans for transit-oriented development around each of the three mass transit station sites proposed in the Revive 285 study.

### **4.11 Project Length**

The Project will last six (6) months.

## 4.2 Specific Tasks

The work to be accomplished under this contract is divided into the following tasks:

### **Task 1 – Research, Data Collection and Analysis**

Research, data collection and analysis shall be conducted throughout the study area regarding levels of service, specifically targeting the areas within the immediate vicinity of the three proposed transit station sites. The analysis shall include land use, roadways, bike and pedestrian facilities, and public transportation.

Adequate data shall be collected to allow a thorough assessment that identifies and addresses potential issues and solutions. Data collected may include (and is not limited to) current and future land use designations, existing transit routes and corresponding ridership numbers, roadway conditions, accident data, average daily travel volumes and TIP/RTP programs and projects. Regional Development Plan (RDP) policies and Regional Transportation Plan (RTP) goals will be assessed and applied in the recommendations and implementation strategies.

### **Task 2 – Assessment of Current and Future Needs**

Transportation facilities will be assessed to determine if current levels of service are adequate to meet community needs. Future needs will be determined based on the capacity of existing facilities and services to meet forecast demands, or if improvements are needed to accommodate growth and protect natural and cultural resources.

The needs assessment will assess overall growth and development within the study area. The analysis will address the need for transit oriented development that will promote an overall increase in transit usage, which will in turn help to provide a safe and efficient transportation network and enhance mobility.

### **Task 3 – Develop Recommendations**

Recommendations will include a financially unconstrained aspirations plan, prioritization of projects by project type, the identification of potential funding sources and recommendations regarding other matters as they are identified during the planning process.

Other key elements include the identification of steps to implement the study such as future SPLOST initiatives, consensus building activities, and new policy recommendations (creating new policy or amending existing policy). Project listings and maps will be developed, as appropriate. Recommendations shall be developed in a consultative environment involving the public and key stakeholders, and shall be in accord with the original Blueprint Cumberland LCI Study and Blueprint Cumberland II Master Plan.

The following factors should be of particular concern when developing recommendations:

- Connectivity of transportation system to other centers
- Consideration of needs of pedestrians and bicyclists
- Stakeholder participation/support

### **Task 4 – Prepare Deliverables**

A summary document will be prepared at the conclusion of the study containing at a minimum the following:

A summary document will be prepared at the conclusion of the study containing at a minimum the following:

- A description of the study process and methodology, data gathering techniques and findings, and general study outcomes
- A description of the public participation process used to achieve a community-supported program of activity center improvements
- A description demonstrating how the study addressed each of the required 5 study deliverables enumerated above
- Maps and other graphic depictions to support the plan that includes, but is not limited to, existing land use, future land use, existing transportation facilities, proposed transportation improvements, and typical cross-sections
- A 3-to-5 year action plan. Schedules should include start date, completion date, cost estimate and responsible party. This schedule should include specific actions that implement the findings from each of the 5 study components, including but not limited to:
  - A prioritized description of goals and objectives that will implement the study's recommendations
  - Integration of concepts from the Cobb County Comprehensive Transportation Plan and the Cobb Bicycle and Pedestrian Improvement Plan that are applicable to the intent and purpose of this study
  - A description of the necessary changes (if any) within the Comprehensive Plan, Zoning Ordinance, development regulations or other locally adopted plans to support study implementation, including a schedule for adopting such changes

Ten (10) printed copies of the summary document shall be provided, along with two (2) CDs each containing electronic files of the summary document with supporting graphics.

### **4.3 Methodology**

#### **a. Process**

- The Consultant will work closely with County Project Manager and Project Management Team throughout the study. There will be regular meetings to discuss progress, review findings and submittals, and finalize products.
- The consultant will be required to meet with several groups to obtain information on current programs and plans. Such groups may include the Atlanta Regional Commission, Georgia Department of Transportation, and others as needed.
- Stakeholder involvement will be an important component of the study. The County is seeking innovative strategies for involving stakeholders throughout the plan preparation at a level appropriate for this type of study.

## **b. Data Sources**

The following information will be made available to the consultant during the study:

- Blueprint Cumberland/Blueprint Cumberland II Master Plan documents
- I-75 Northwest Corridor Study
- Cobb County Comprehensive Transportation Plan
- Cobb County Comprehensive Plan
- Cobb County Redevelopment Overlay District (ROD) Guidelines
- CCT Shelter and Bus Stop Inventory
- Cobb County Transit Planning Study
- Cobb County Transit Development Plan
- Cobb County 2005 Transportation Improvement Program (SPLOST)
- Cobb County Trail Map
- Cobb County Rail to Trail Master Plan (Silver Comet Trail)
- ARC Cobb County Transportation Improvement Program (TIP)
- ARC Regional Transportation Plan (RTP)
- ARC Regional Development Plan (RDP)
- ARC Regional Access to Jobs Plan
- Cobb County Access to Jobs Plan
- Cobb County Senior Services 10-Year Master Plan

Additionally, the Consultant is responsible for obtaining comparable data or data from peer corridor studies.

# **Cobb County General Instructions for Proposers, Terms and Conditions**

## **I. Preparation of Proposals**

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site ([www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

## **II. Delivery**

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

## **III. Explanation to Proposers**

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received by **5:00 pm on Tuesday, June 29, 2010** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

**The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov). Receipt of addenda should be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.**

## **IV. Submission of Proposals**

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

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

#### **V. Withdraw Proposal Due To Error**

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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

#### **VI. F.O.B. Point**

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

#### **VII. Patent Indemnity**

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

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

### **VIII. Award**

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

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

Time payment discounts will be considered in arriving at net prices and in award of proposal.

### **IX. County Furnished Property**

The County will furnish no material, labor or facilities unless so provided in the RFP.

### **X. Rejection of Proposals**

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

### **XI. Contract**

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

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

## **XII. Delivery Failures**

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

## **XIII. Non-Collusion**

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

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

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

## **XIV. Conflict Of Interest, Etc.**

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

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

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

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

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

#### **XV. Default**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

#### **XVI. Disputes**

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

#### **XVII. Substitutions**

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

## **XVIII. Ineligible Proposers**

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

## **XIX. General Information**

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

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

As previously stated under IV, unsigned proposals will not be considered.

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

## **XXI. Uniformity of Proposal**

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

## **XXII. Request Additional Information**

Inquiries that must be answered in regards to the Proposal procedures or technical matters shall be submitted in writing via U.S. Mail or facsimile or email to:

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

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

### **XXIII. Firm Prices**

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

### **XXIV. Proposal/Presentation Costs**

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

### **XXV. Proposal Format**

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

### **XXVI. Indemnification/Hold Harmless**

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

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

## XXVII. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors.

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

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

**All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.**

## XXVIII. Multi-Year Contract Provisions

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

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting

firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

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

**XXIX. Proposal Requirements**

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

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

**XXX. Cover Letter/Executive Summary**

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

**XXXI. Project Team**

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

**XXXII. Special Terms And Conditions**

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

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

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

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

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

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

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

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

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

## XXXIV. Compliance with Georgia Security and Immigration Compliance Act

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

### BACKGROUND

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

#### Definitions:

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

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

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

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

### PROCEDURE

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

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

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

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

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

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

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

***FORM ATTACHMENTS:***

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

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

**CONTRACTOR AFFIDAVIT & AGREEMENT**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

*\*The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

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

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

**EXHIBIT A**  
**SUBCONTRACTOR AFFIDAVIT & AGREEMENT**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

*\*The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

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

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

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

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

I further certify to Cobb County, Georgia the following:

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

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

**Sworn to by:**

**Contractor Name & Address:**

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

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

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

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

**EXHIBIT B**

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

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

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

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

MBE Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

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

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

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

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

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

**\*\*\* Instructions \*\*\***

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

Cobb County Purchasing Department,  
Attn.: DBE Report

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

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

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

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

Submitted by: \_\_\_\_\_ Period Invoiced: \_\_\_\_\_  
**Name of Prime Contractor/Vendor** **From/To:**

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

Full Contracted Amount: \$ \_\_\_\_\_ Payment amount requested at this time: \_\_\_\_\_

**1. Are YOU, the Prime Contractor or Vendor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_**

2. Please provide the following information for each subcontractor participating during this reporting period:

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

Submitted by: \_\_\_\_\_  
Printed Name

Title or position: \_\_\_\_\_

Signature of Authorized Representative

Date Completed: \_\_\_\_\_

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

# APPENDIX

## ***Request for Proposals***

*Consultant Services  
Cumberland Transit Oriented Development Study*

*Cobb County Department of Transportation*

**SEALED BID #10-5500**

# ATTACHMENT 1

## 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.] –**

Consultants 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 [Consultant] 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 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 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 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 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

---

Name and Title of Consultant's Authorized Official

---

Date

---

ATTACHMENT 2

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

49 CFR Part 29  
Executive Order 12549

**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters**

The Consultant, \_\_\_\_\_, certifies to the best of its knowledge and belief, that 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 bid 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 offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this Proposer had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

ATTACHMENT 3-A

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_ %) is committed to a minimum of

\_\_\_\_\_ % DBE utilization on this contract **and submits documentation demonstrating good faith efforts.**

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No.: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

ATTACHMENT 3-B

LETTER OF INTENT

Name of bidder/offeror's firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Copy of the current certification letter notifying the firm that it has been DBE certified by Georgia Department of Transportation must be attached.**

Description of work to be performed by DBE firm:

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

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**Note: Submit this page for each DBE subcontractor.**

## ATTACHMENT 4

### ADDENDUM ACKNOWLEDGEMENT

*This form is for the acknowledgement of addendum and the date the Proposer received the addendum.*

Number of Addendum	Date Received	Name of Person Receiving Addendum
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		