

ADVERTISEMENT FOR REQUEST FOR PROPOSAL  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: SEPTEMBER 9, 2010**

Sealed proposals from qualified contractors will be received before 12:00 NOON, September 9, 2010, in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor. Materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

**SEALED BID # 10 -5517**  
REQUEST FOR PROPOSAL  
PURCHASE AND INSTALLATION OF A BUS AUTOMATIC VEHICLE LOCATION (AVL)  
COMPUTER AIDED DISPATCH SYSTEM  
COBB COUNTY DEPARTMENT OF TRANSPORTATION  
COBB COUNTY COMMUNITY TRANSIT

**PRE-PROPOSAL MEETING: AUGUST 24, 2010 @ 10:00A.M. (EST)**  
**COBB COUNTY COMMUNITY TRANSIT**  
**463 COMMERCE PARK DRIVE**  
**SUITE 114**  
**MARIETTA, GEORGIA 30090**

**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.

All contractors wishing to submit proposals for this work must submit a qualification statement form (in the proposal package) to be considered. Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

No proposal may be withdrawn for a period of one hundred eighty (180) days after date of bid opening, unless otherwise specified in the bid documents.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 :AUGUST 13, 20, 27, 2010  
SEPTEMBER 3, 2010

## BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

### 1. PREPARATION OF BID:

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

### 2. EXPLANATION TO BIDDERS:

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

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

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

### 4. DEFAULT:

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

### 5. F.O.B. POINT:

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

### 6. AWARD OF CONTRACT:

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



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

**BID/PROJECT NUMBER: 10-5517**

**REQUEST FOR PROPOSAL**  
**PURCHASE AND INSTALLATION OF A BUS AUTOMATIC VEHICLE LOCATION (AVL)**  
**COMPUTER AIDED DISPATCH SYSTEM**  
**COBB COUNTY COMMUNITY TRANSIT**

**DELIVERY DEADLINE: SEPTEMBER 9, 2010 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

OPENING DATE: SEPTEMBER 9, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

\_\_\_\_\_  
(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

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

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5517; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 180 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

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

ADVERTISE DATES: AUGUST 13, 20, 27, 2010  
SEPTEMBER 3, 2010



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

---

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

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

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

---

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

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

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

*Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 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

---

**SEALED BID # 10-5517 DATE: September 9, 2010**

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

**DESCRIPTION:** Request for Proposal  
Purchase and Installation of a Bus Automatic Vehicle Location  
(AVL) Computer Aided Dispatch System

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



*Cobb County...Expect the Best!*

**REQUEST FOR PROPOSAL**

**SEALED BID # 10 – 5517  
PURCHASE AND INSTALLATION OF A BUS AUTOMATIC VEHICLE LOCATION (AVL) COMPUTER AIDED  
DISPATCH SYSTEM  
COBB COUNTY COMMUNITY TRANSIT**

**BID OPENING DATE: SEPTEMBER 9, 2010**

**PRE-PROPOSAL CONFERENCE: AUGUST 24, 2010 @10:00 A. M. (E.S.T.)  
COBB COUNTY COMMUNITY TRANSIT  
463 COMMERCE PARK DRIVE  
SUITE 114  
MARIETTA, GEORGIA 30090**

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

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 5 COPIES OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

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

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

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

\_\_\_\_\_

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

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

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

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



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

Thank you for your cooperation.  
Cobb County Purchasing Department

**"STATEMENT OF NO BID"  
SEALED BID NUMBER 10-5517  
REQUEST FOR PROPOSAL**

**PURCHASE AND INSTALLATION OF A BUS AUTOMATIC VEHICLE LOCATION  
(AVL) COMPUTER AIDED DISPATCH SYSTEM**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

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

**Cobb County Department of Transportation  
Cobb Community Transit, Marietta, GA  
Bus AVL system using Computer Aided Dispatch (CAD)  
and Automatic Vehicle Location (AVL)  
Sealed Bid # 10-5517**

**TABLE OF CONTENTS**

Introduction	Section 1
Scope of Services	Section 2
Proposal Instructions	Section 3
Evaluation Criteria	Section 4
Contract Requirements	Section 5
Special Provisions	Section 6
Federal Clauses	
Energy Conservation Requirement	Section 7
Disadvantaged Business Enterprise	Section 8
State and Local Law Disclaimer	Section 9
Contract Termination Provisions	Section 10
Recycled Products	Section 11
Access to Records and Reports	Section 12
Federal Changes	Section 13
No Government Obligation to Third Parties	Section 14
Program Fraud and False or Fraudulent Statement and Related Acts	Section 15
Termination	Section 16
Privacy Act	Section 17
Civil Rights Requirements	Section 18
Contract Assurance	Section 19
Prompt Payment	Section 20
Incorporation of Federal Transit Administration (FTA) Terms	Section 21
Required Forms/Certifications	Attachment 1-12
Protest Procedures	Attachment 13
Sample Contract Agreement	Appendix A
Technical Specifications	Appendix B

**Advertisement for Request for Proposals  
Cobb County Department of Transportation  
Cobb Community Transit, Marietta, GA  
Bus AVL System Using Computer Aided Dispatch (CAD)  
and Automatic Vehicle Location (AVL)  
Sealed Bid # 10-5517**

Cobb County Department of Transportation, the Transit Division, provides mass transit bus service through Cobb Community Transit (CCT). CCT is issuing a Request for Proposals to implement a Bus AVL system using Computer Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) technologies to better manage fixed-route and paratransit services. Proposals will include individual line item quotes on each piece of equipment, the cost of delivery, the cost of complete installation by qualified technicians, an installation plan, and manufacturer warranty information including extended warranty options.

**THE REQUEST FOR PROPOSALS AND ACCOMPANYING PAPERWORK MUST BE RECEIVED BY THE COBB COUNTY PURCHASING DEPARTMENT, 1772 COUNTY SERVICES PARKWAY, MARIETTA, GA 30060, BEFORE 12:00 NOON, LOCAL TIME, ON SEPTEMBER 9, 2010 WHERE THEY WILL BE OPENED AT THE PURCHASING DEPARTMENT AT 2:00 PM.**

A complete set of documents may be obtained from the Cobb County Purchasing Department webpage: <http://purchasing.cobbcountyga.gov>, under the "Bidding Opportunities" section of the webpage. To request a copy of the bid documents, fax or e-mail the following information: Contact name, Company Name, Address, Phone, Fax Numbers, Bid Number, and Name of Bid. Requested bids will not be faxed.

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

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

A Payment and a Performance bond each in the amount equal to 100% of the contract sum will be required of the successful proposer. Bonds must be written by a surety company, licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bond limits equal to or in excess of those required for this project or otherwise be acceptable to the Owner.

The competency and responsibility of proposers will be considered in making the award. No proposal may be withdrawn for a period of 180 days after the date of the proposal opening. The Board of Commissioners reserve the right to reject any and all proposals, to waive any informalities, to reject portions of the proposal, to waive technicalities and to award contracts in a manner consistent with the interest of the Owner and the laws of the State of Georgia. If you have any questions concerning this RFP please submit them in writing by 5:00 pm (EST) August 31, 2010

Mark Kohntopp, Interim Purchasing Director  
1772 County Services Parkway  
Marietta, GA 30008  
Fax : 770-528-1154  
E-mail: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**A Pre-Bid Meeting will be held on August 24, 2010 at 10:00 a.m. at Cobb Community Transit located at 463 Commerce Park Drive, Suite 114, Marietta, Georgia. This meeting is not mandatory. All firms who plan to submit a proposal are strongly encouraged to attend the pre-bid meeting.**

**COBB COUNTY DEPARTMENT OF TRANSPORTATION  
COBB COMMUNITY TRANSIT, MARIETTA, GEORGIA  
Bus AVL System using Computer Aided Dispatch (CAD)  
and Automatic Vehicle Location (AVL)  
Proposal #10-5517**

**1. INTRODUCTION**

Cobb County Department of Transportation (CCDOT) and Cobb Community Transit (CCT) are seeking to implement a Bus AVL system using Computer Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) technologies to better manage fixed-route and paratransit services.

The successful Vendor will enter into a Contract to complete the project as specified in the Technical Specification.

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

**2. SCOPE OF SERVICES**

The full Scope of Services for the procurement and implementation of a Bus AVL System for Cobb Community Transit is described in the Technical Specification that is included herewith as Attachment 12. A brief summary of the scope is included in Section 1.3 of the Technical Specification.

**3. PROPOSAL INSTRUCTIONS**

**3.1 Proposal Submission**

Vendors shall submit one original and five (5) copies of their complete proposal in shipping containers, with each labeled “CCT CAD/AVL SYSTEM”. In addition to the printed copies, the proposal submittal shall also include five (5) copies of the complete proposal on CDs or DVDs in “unlocked” and “searchable” Adobe PDF format, Version 8 or later.

**3.2 Project Budget**

The County has set a budget for this project at one million dollars (\$1,000,000); however additional grant funds are being applied for.

### **3.3 Proposal Format**

In order to be considered for selection, Proposers must submit a complete response to this RFP. Each proposal shall contain all of the information listed below. The information is to be organized with tabbed dividers, as indicated.

#### **TAB 1 - Summary**

1. A letter of transmittal signed in ink by a duly authorized officer of the Proposer's company, containing, as a minimum, the following information:
  - (a) Identification of the Proposer and subcontractors, including name, address, and telephone number of each
  - (b) Acknowledgment of receipt of all RFP addenda, if any, using the form provided.
  - (c) Name, title, address, and telephone number of the Proposer's contact person during the evaluation
  - (d) A statement indicating that the proposal is valid for 180 days from the date of submittal
  - (e) Signature of a representative authorized to bind the Proposer to the terms of the proposal.
2. A detailed Table of Contents of the proposal.
3. A management summary providing an overview of the proposal.

#### **TAB 2 - Qualifications**

4. A description of the Proposer's company and major subcontractors, including type of products and services offered, the year founded, and form of organization (corporation, partnership, sole proprietorship). The percent of the work to be performed by each party must be indicated.
5. Qualifications of the Proposer and the proposed subcontractors and suppliers of major system items, such as the processors. The qualifications shall include experience with similar projects, contracts awarded for similar equipment and software as proposed for the AVL System, and similar equipment and software that are installed and operational. Also describe the Proposer's experience working with each subcontractor on other projects. A list of all similar projects covering at least the previous five years shall be provided, with a name, title, address, and phone number for staff to contact to verify the contract details; at least three (3) project references shall be provided.
6. A description of each vehicle communications system project currently being implemented by your company. Each description shall include size of the fleet, type of communication system (public, including vendor, or private), the major system

functions, the contract start date, contract delivery date, planned delivery date and an explanation of reasons for any delays, a description of the hardware and software, a description of any notable unique features, total contract value, contract value of each subcontractor, and a contact name, title, address, and phone number.

7. A copy of the audited financial statements (including balance sheet and income statements) of the Proposer for the last five years, together with the financial statements of any parent or affiliated company of the Proposer for the same period, plus the following information:
  - (a) The Proposer shall submit a summary of all claims made in the last five years arising out of previous contracts listed (this summary shall include all claims by owner against Proposer or Proposer against owner, and the final status of each claim);
  - (b) The Proposer shall state whether or not they have defaulted on a project within the last two years;
  - (c) The Proposer shall list any violation of the Apprenticeship Requirements under a State Business and Professions Code of Labor Code found by an appropriate authority within the last two years;
  - (d) The Proposer shall state whether they have been found guilty of failure to pay prevailing wages on a public contract within the last two years;
  - (e) The Proposer shall state whether they have been formally found to be a non-responsible Proposer, for reason other than being non-responsive, by a public agency within the last two years;
  - (f) The Proposer shall list how many similar projects the Proposer will be working on in conjunction with this CCT project;
  - (g) The Proposer shall state whether they have ever been terminated by an owner or client, or rejected from bidding on a similar project in the last five years;
  - (h) The Proposer shall state whether a surety ever completed any portion of the work of the Proposer's projects within the last five years;
  - (i) The Proposer shall state whether the Proposer, any officer of such Proposer, or any employee of such Proposer who has a proprietary interest in such Proposer, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or safety regulation, and if so, explain the circumstances; and
  - (j) For all items identified under (a) through (h) above, the Proposer shall provide name of owner, title of project, contract amount, location of project, date of contract, and name of bonding company.

### **TAB 3 - Project Organization and Staffing**

8. A description of your company organization, including:
  - (a) A current company organization chart with reporting lines; names and titles of manager, supervisors, and key staff personnel; and number of technical employees in each work group.
  - (b) A description of the organization of the group that will be responsible for the AVLS project implementation and where it fits into the company organization. Identify the city in which this group is located.
  - (c) A description of the groups within your company that provide software, hardware, or services to the group responsible for the AVL System project. Show where these groups fit in the company organization and identify the reporting lines.
9. A project organization chart that clearly delineates communication and reporting relationships among the project staff and among the various subcontractors involved, if any.
10. Information about the project manager and the principal project participants for both the Proposer and major subcontractors:
  - (a) Describe the responsibilities of the project manager. What control will the project manager have over scheduling, reporting of progress, and management of resources to meet the schedule? Indicate the percent of time the project manager will be assigned to the AVL System project. Identify the city in which the project manager is located.
  - (b) Describe the responsibilities of principal project participants (i.e., software leader, lead systems analyst, lead computer hardware engineer, and lead communications engineer) and the percent of their time assigned to the AVL System project during each major project activity.
  - (c) Identify the individual proposed for each position in (a) and (b) above, provide references from other similar projects (names and phone numbers), and identify the city in which the individual is located. Identify other projects in which the proposed staff is presently involved.
11. A resume for each of the key Proposer and subcontractor personnel who will be involved in the AVL System project. The resumes should describe education, experience (including the year for completion of each project), and professional credentials.
12. A description of the Proposer's and subcontractor's ability to accomplish current projects and the AVL System project with the planned workforce, and their ability to complete the AVL System project within the required schedule. Include a statement

acknowledging that no key person will be removed or replaced without written concurrence of CCT.

#### **TAB 4 - Work Plan**

13. A detailed, well-conceived work plan and methodology to be used to accomplish the project.
14. A detailed schedule of project activities, per Section 9.2 of the Technical Specification. All project payment milestones defined in the RFP shall be shown on the schedule. This schedule shall form the basis for the project implementation if the Proposer is the successful Proposer.
15. A description of any major development activities required for the AVL System. The status of each development activity and its planned completion date shall be included.

#### **TAB 5 - System Description**

16. System configuration drawings that match the equipment list of deliverables (TAB 8).
17. A complete, detailed, and clear description of the proposed System to meet all functional requirements of the Technical Specification.
18. Anticipated weights, shipping dimensions, power, and environmental conditioning requirements for all major pieces of equipment proposed.

#### **TAB 6 - Table of Conformance**

19. A Table of Conformance listing each numbered paragraph, each figure, and table in the Technical Specification, the Contract Requirements, the Special Provisions, the FTA Clauses, and any Additional Terms and Conditions, stating for each whether the proposed system conforms or not. A numbered paragraph includes all material in both numbered and unnumbered paragraphs up to the next numbered paragraph. The Proposer shall include in the Table of Conformance, for each numbered paragraph, a cross-reference to pertinent sections of the Proposer's proposal. The Proposer shall provide details of each exception and alternative. **If the Proposer fails to supply the Table of Conformance, its proposal may not be considered.**

A single Table of Conformance may be provided for all offered alternatives. If not designated otherwise, the conformance statement for a numbered paragraph shall apply to all the offered alternatives; where a numbered paragraph requires a different conformance statement for one or more of the offered alternatives, separate conformance statements for each offered alternative shall be provided in the Table of Conformance.

In the case of missing individual conformance statements, CCT will assume that the Proposer's proposed system is in conformance with the RFP and, if the Proposer is

awarded this Contract, the Proposer shall be required to meet all such requirements without exception.

The only acceptable statements in the Table of Conformance are:

- (a) Conform: The Proposer's proposed system meets the requirements in the manner indicated by this RFP.
- (b) Alternative: The Proposer's proposed system uses an approach at variance with the RFP, which the Proposer believes meets the intent of the RFP. The Proposer shall explain the proposed alternative.
- (c) Exception: The Proposer's proposed system does not meet the requirements of the RFP and no alternative is proposed. It will be assumed that the Proposer agrees to the provisions of this RFP, and in the adequacy of said RFP for proposal purposes unless exceptions are specifically and clearly listed in the proposal. The Proposer's printed Terms and Conditions are not considered specific exceptions.

#### **TAB 7 - Proposal Questionnaire Responses**

- 20. A completely filled-out response to the Proposal Questionnaire provided in the Technical Specification, Appendix H. The response to each question shall be cross-referenced to the Proposer's proposal.

#### **TAB 8 - Deliverables List**

- 21. An itemized list of deliverables that includes hardware that matches the configuration drawings, software that meets all specified functional and system support requirements, documentation for the complete system, all licenses, and a recommended spare parts list. This list of deliverables shall not relieve the Proposer from supplying all deliverables necessary to meet the requirements of the RFP. Deliverables required for options shall be identified separately from the Base System list.

#### **TAB 9 - Options**

- 22. A description, for each option, and its impact on the following:
  - (a) System project schedule;
  - (b) System configuration, including memory requirements;
  - (c) Processor loading;
  - (d) Recommended spare parts and test equipment;
  - (e) Training; and
  - (f) Cost.

23. A description, including price, of standard hardware and software maintenance agreements and services that are available for the proposed system.

#### **TAB 10 - Certifications**

24. Completed certification forms as required in Attachments 1 through 12 of this RFP.
25. A statement indicating that the required insurance coverage is available to the Proposer.
26. Completed forms indicating compliance with DBE requirements and CCT's stated goals.

#### **TAB 11 - Product Brochures**

27. A product brochure or specification sheet for each major piece of hardware and each major software module, describing technical specifications, expansion capabilities, and optional features.

#### **TAB 12 - Documentation**

28. A description of the Proposer's hardware quality assurance program.
29. A description of the Proposer's software quality assurance program.
30. A copy of the Proposer's software design and documentation standards, procedures used to record changes to software designs as they are modified throughout the project period, and samples of software functional requirement documents, software design documents, and software reference manuals that reflect these standards.
31. Samples of hardware documentation, including that used for maintenance purposes, such as standard logic diagrams and wiring lists.
32. An operator's manual from a previous project, including sample application program control displays.
33. A sample vehicle installation drawing set.
34. Samples of a test plan and a test procedure similar to those proposed.

#### **TAB 13 - Pricing**

35. Complete pricing information with the detailed price breakdown. Use the format set forth in Section 3.4, entitled "Price Proposal" for specific requirements. The Price Proposal should be submitted in the same package as other items required by this RFP, but should be in a separate sealed envelope labeled "Price Proposal: for The Provision of an AVL System for CCT.

## **3.4 Price Proposal**

### **3.4.1 Price Guarantee**

The Proposer shall provide a firm, fixed-price offer for the AVL System as described in the Technical Specification. The Proposer's price for the system and for all options shall be firm for a period of one hundred eighty (180) days from the final proposal submission date. The Proposer shall state the guaranteed maximum escalation of prices (in percentages) over those offered in the proposal for the options and unit-priced items in Table 1.7 and Table 1.8. Escalation guarantees shall be described for each year up to five years after system acceptance. In no case shall CCT be charged a price greater than the Proposer's prevailing published price.

### **3.4.2 Pricing Breakdown**

The Proposer's prices shall be submitted according to the price breakdown shown in Tables 1-1 through 1-9. Section references in the Pricing Tables refer to sections in the Technical Specification. During the proposal evaluation period, the Proposer may be requested to resubmit prices based on agreements and options selected during the evaluation process. Each item shall include a reference, where appropriate, to pertinent portions of the list of equipment, supplies, services, and descriptions.

The pricing for hardware, including options and unit prices, shall include all associated equipment (such as cables, connectors, backpanels, terminals, and cabinets) necessary to integrate the equipment into the proposed system configuration. Tables shall include the necessary information as indicated in the signature block.

### **3.4.3 Base System Total Price**

The Proposer shall submit a total price for the base AVL System delivered f.o.b. destination exclusive of options. Separate prices are required for local, state, provincial, and national taxes, and for freight delivery and insurance charges. The base system total price shall be submitted and shall agree with the summation of its major components as shown in Table 1-1. Each component shall in turn correctly reflect the prices shown in Tables 1-2 through 1-6. Table 1-1 shall include the information indicated in the signature block.

### **3.4.4 Options**

The Proposer shall submit prices for the optional items listed in Table 1-7. CCT plans to decide on most options prior to Contract award. However, the option prices shall remain fixed for six months after Contract award. Each option's price shall include charges for all hardware, software, engineering, testing, training, documentation, recommended spare parts and test equipment, and any other additional costs.

CCT recognizes that the additional system equipment capacity required by one of the options may also be shared with other options. However, for evaluation purposes, each option shall be priced to be purchased independently of one another. After CCT has determined which options will be purchased, a final cost and impact will be developed in conjunction with the Proposer.

### **3.4.5 Unit Prices**

The Proposer shall provide prices for the unit items listed in Table 1-8. Each item's price shall include charges needed to install and integrate the item into the system configuration, including associated controllers, engineering, testing, and documentation. Unit pricing shall be used during the project to establish price adjustments to the Contract for equipment changes initiated by CCT. The Proposer shall expand the list of unit prices as necessary to reflect the proposed configuration.

### **3.4.6 Prices of Enhancements**

Pricing for any additional equipment, functions, or features proposed by the Proposer shall be provided in Table 1-9. The Proposer shall price and describe each item separately. Each price shall include charges for all required hardware, software, and any associated engineering, testing, training, documentation, and changes to the recommended spare parts and test equipment. In addition, the Proposer's proposal shall state the impact of each proposed enhancement on the system requirements, as outlined in Section 3.3 Item 22.

**Table 1-1**  
**BASE BUS AVL SYSTEM PRICE SUMMARY**

BASE BUS AVL SYSTEM TOTAL PRICE	[Sum of a. through g.]	\$ _____
a. Hardware (Table 1-2)		\$ _____
b. Software (Table 1-3)		\$ _____
c. Implementation Services (Table 1-4)		\$ _____
d. Spare Parts and Test Equipment (Table 1-5)		\$ _____
e. Training (Table 1-6)		\$ _____
f. Freight and Insurance (Section 8.2.3.3)		\$ _____
g. Payment and Performance Bonds (RFP Section 6.5)		\$ _____

Proposer: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

**Table 1-2**  
**HARDWARE PRICES**

HARDWARE TOTAL PRICE		\$ _____
	Qty	
a. Servers (Section 5.3)	___	\$ _____
b. Server racks (Section 5.3)	___	\$ _____
c. Workstations (Section 5.4)	___	\$ _____
d. Printers (Section 5.5)	___	\$ _____
e. Networks (Section 5.6)	___	\$ _____
f. Mass storage (Section 5.7)	___	\$ _____
g. Backup storage (Section 5.8)	___	\$ _____
h. Remote diagnostic access (Section 5.9)	___	\$ _____
i. Time facility and displays (Sections 5.11)	___	\$ _____
j. Communications interfaces (Sections 5.12)	___	\$ _____

**Table 1-2** (Continued)

k. Vehicle Onboard Equipment	Qty	
(1) Vehicle Control Heads (Section 5.14.1.1)	___	\$ _____
(2) Intelligent Vehicle Control Units (Section 5.14.1.2)	___	\$ _____
(3) Vehicle Area Network (Section 5.14.2)	___	\$ _____
(4) Other vehicle wiring and connectors (Section 5.14.3)	___	\$ _____
(5) Power Off Delay Timer (Section 5.14.4)	___	\$ _____
(6) GPS receivers and antennas (Section 5.14.5)	___	\$ _____
(7) Additional Navigation Equipment (Section 5.14.6)	___	\$ _____
(8) Emergency alarm switches (Section 5.14.7)	___	\$ _____
(9) Vehicle onboard interfaces (odometer, designation signs) (Sections 5.14.8, and 5.14.9)	___	\$ _____
(10) Other peripheral devices (Section 5.16)	___	\$ _____
(11) Other vehicle equipment		(identify and quantify)
_____	___	\$ _____
_____	___	\$ _____
_____	___	\$ _____
_____	___	\$ _____

**Table 1-3  
SOFTWARE PRICES**

SOFTWARE TOTAL PRICE	\$ _____
a. Operating system software (Sections 4.3)	\$ _____
b. Online database (Section 4.4.1)	\$ _____
c. Historical Information database (Section 4.4.2)	\$ _____
d. GIS map database (Section 4.4.4)	\$ _____
e. Software maintenance tools (Section 4.5)	\$ _____
f. Software utilities (Section 4.6)	\$ _____
g. Application software (if items listed are included without modification in standard operating system software, so state)	
(1) Access security (Section 2.3)	\$ _____
(2) Wide Area Wireless Data Communications (Section 2.4.1)	\$ _____
(3) Fallback Communications (Section 2.4.3)	\$ _____
(4) Identifier field formats (Section 2.4.4)	\$ _____
(5) Events (Section 2.4.5)	\$ _____
(6) Incidents (Section 2.4.6)	\$ _____
(7) Automatic Vehicle Location (AVL) (Section 2.5)	\$ _____
(8) Bulk Data Transfer (Section 2.6)	\$ _____
(9) Bus AVL System User Functions (Section 2.14)	\$ _____
(10) System administrator functions (Section 2.15)	\$ _____
(11) Fixed-route revenue vehicle functions (Section 2.16)	\$ _____

**Table 1-3** (Continued)

(12) Paratransit revenue vehicle functions (Section 2.17)	\$ _____
(13) Non-Revenue vehicle functions (Section 2.18)	\$ _____
(14) Historical Data storage and retrieval (Sections 2.19, 2.20)	\$ _____
(15) Interfaces with external systems	
i. GIS System Interface (Section 2.23.1)	\$ _____
ii. System Time Interface(Section 2.23.3)	\$ _____
iii. External Access to Bus AVL System Historical Data (Section 2.23.4)	\$ _____
(16) Other application software (identify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
h. User interface software (Sections 3.1, and 3.2)	\$ _____
i. Reports (Section 3.3)	\$ _____
j. Other software (identify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Table 1-4**  
**IMPLEMENTATION SERVICES PRICES**

IMPLEMENTATION SERVICES TOTAL PRICE	\$ _____
a. System engineering and integration	\$ _____
b. Project management and coordination (Sections 9.1 through 9.7)	\$ _____
c. Test plans (Section 7.2.1)	\$ _____
d. Wireless Data Communications Coverage test (Section 7.4)	\$ _____
e. Factory Acceptance test (Section 7.5)	\$ _____
f. Field tests (Section 7.6)	\$ _____
g. Mini-fleet test (Section 7.7)	\$ _____
h. Phase-over to revenue operations (Section 7.8)	\$ _____
i. Availability test (Section 7.9)	\$ _____
j. Installation and Cutover plan (Section 8.2.1)	\$ _____
k. System setup (Section 8.2.2)	\$ _____
l. System Preparation, Packing, and Shipment (Section 8.2.3)	\$ _____
m. Installation (Section 8.2.4)	
(1) Fixed End equipment (Section 8.2.4.1)	\$ _____
(2) Vehicle equipment (Section 8.2.4.2)	\$ _____
n. System maintenance (Sections 8.2.6, 8.2.7, and 8.3.3)	\$ _____
o. Documentation (Section 9.11)	\$ _____
p. Warranty (Section 8.3.3, and Terms and Conditions)	\$ _____
q. Software and software tool escrow (Sections 4.5 and 9.11.10)	\$ _____

**Table 1-4** (Continued)

r. Other services

(Identify)

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

s. Identify and provide a price for recurring operating costs for the proposed system, except for maintenance costs (see Table 1-7). These costs shall, for example, include any leased communications services proposed. For all such recurring costs, provide a total cost (per month) for years 1 through 5 after final acceptance, and a separate cost (per month) for years 6 through 10 after final acceptance. If the price is based upon a quantity, such as number of vehicles, so state. Separately itemize each type of operating cost required for the system.

**DO NOT INCLUDE RECURRING COSTS IN THE TOTAL COSTS FOR TABLE 1-4**

		Qty	Total Recurring Cost
(1)	_____ (years 1-5)	___	\$ _____ /month
	(years 6-10)	___	\$ _____ /month
(2)	_____ (years 1-5)	___	\$ _____ /month
	(years 6-10)	___	\$ _____ /month
(3)	_____ (years 1-5)	___	\$ _____ /month
	(years 6-10)	___	\$ _____ /month

**Table 1-5**  
**SPARE PARTS AND TEST EQUIPMENT PRICES**

SPARE PARTS AND TEST EQUIPMENT TOTAL PRICE \$ \_\_\_\_\_

- a. Fixed-end computer equipment (Sections 8.4) \$ \_\_\_\_\_
- b. Onboard vehicle equipment spare parts (Section 8.4) \$ \_\_\_\_\_
- c. Test equipment (Section 8.4) \$ \_\_\_\_\_

**Table 1-6**  
**TRAINING PRICES**

TRAINING TOTAL PRICE	\$ _____
a. Hardware basic maintenance Training (Sections 8.1.1)	\$ _____
b. System administration Training (Section 8.1.3)	\$ _____
c. Fixed-route Dispatcher Training (Section 8.1.4)	\$ _____
d. Paratransit Dispatcher Training (Section 8.1.4)	\$ _____
e. Fixed-route Revenue Vehicle Operator Instructor Training (Section 8.1.5)	\$ _____
f. Paratransit Revenue Vehicle Operator Instructor Training (Section 8.1.5)	\$ _____
g. Non-Revenue Vehicle Operator Training (Section 8.1.6)	\$ _____
h. Management Training (Section 8.1.7)	\$ _____

**Table 1-7  
OPTIONS**

	<u>Qty</u>	
a. Data Partitioning (Section 2.3.3)	___	\$ _____
b. Bulk Data Transfer of manifest data (Section 2.6)	___	\$ _____
c. Turn-back Monitoring (Section 2.10)	___	\$ _____
d. APC Processing and Recording (Section 2.13)	___	\$ _____
e. Text Messaging with Response (Section 2.14.6.1)	___	\$ _____
f. Text messaging — Store and Forward (Section 2.14.6.2)	___	\$ _____
g. Paratransit Customer Locator (Section 2.14.10)	___	\$ _____
h. In-Vehicle Announcement Data Maintenance (Section 2.15.5)	___	\$ _____
i. Announcement System Logon (Section 2.16.1.2)	___	\$ _____
j. Onboard Audio and Visual Announcements (Section 2.16.7)	___	\$ _____
k. Bus Excessive Idle Time Monitoring (Section 2.16.8)	___	\$ _____
l. Safe MDT Usage Enforcement (Section 2.16.9)	___	\$ _____
m. Paratransit Online Manifests (Section 2.17.2)	___	\$ _____
n. Mobile Computer Terminal (Section 2.18.3)	___	\$ _____
o. Paratransit Manifest Monitoring (Section 2.18.4)	___	\$ _____
p. Passenger Information Displays (Section 2.21)	___	\$ _____
q. Web-based Passenger Information (Section 2.22)	___	\$ _____
r. Interface with Paratransit Scheduling System (Section 2.23.2)	___	\$ _____
s. Actual Versus Scheduled Headway Display (Section 3.2.6)	___	\$ _____

**Table 1-7** (Continued)

t. COTS Software Procurement (Section 4.1)	___	\$ _____
u. Historical Data Backup Database (Section 4.4.3)	___	\$ _____
v. COTS Hardware Procurement (Section 5.1)	___	\$ _____
w. Differential GPS reference receiver (Section 5.10)	___	\$ _____
x. Passenger information displays (Sections 5.13, 8.2.2, and 8.2.4.1)	___	\$ _____
y. Touch Screens Paratransit vehicles (Section 5.14.1.1.1)	___	\$ _____
z. Interface DRI Announcement Equipment (Section 5.14.2, and 9.11.3.2)	___	\$ _____
aa. Automatic Passenger Counting equipment (Section 5.14.10)	___	\$ _____
bb. Vehicle Operator training hardware (Section 5.15)	___	\$ _____
cc. Uninterruptible Power Supplies (UPSs) (Section 5.19.2)	___	\$ _____
dd. Vehicle Equipment Advanced Maintenance Training (Section 8.1.2)	___	\$ _____

**Table 1-7** (Continued)

ee. One-year renewable maintenance Contract (Section 8.3.4.1)

Describe the content and cost of a complete maintenance contract, covering all equipment and maintenance services, as described in the referenced section, and provide renewable option price for each for each year of the five years after the expiration of the warranty period.

(1)	Year 2 (beginning at end of warranty period)	\$ _____
(2)	Year 3	\$ _____
(3)	Year 4	\$ _____
(4)	Year 5	\$ _____
(5)	Year 6	\$ _____

ff. Maintenance Agreement Alternative (Section 8.3.4.2) – describe:

(1)	Year 2 (beginning at end of warranty period)	\$ _____
(2)	Year 3	\$ _____
(3)	Year 4	\$ _____
(4)	Year 5	\$ _____
(5)	Year 6	\$ _____



**Table 1-8** (Continued)

j.	Maintenance after warranty for additional units –	
(1)	Annual cost per fixed route vehicle (Section 8.3.4)	\$ _____
	Increment for successive years, if any	\$ _____
(2)	Annual cost per paratransit vehicle (Section 8.3.4)	\$ _____
	Increment for successive years, if any	\$ _____
(3)	Annual cost per non-revenue vehicle (Section 8.3.4)	\$ _____
	Increment for successive years, if any	\$ _____
(4)	Annual cost per _____ (Section 8.3.4)	\$ _____
	Increment for successive years, if any	\$ _____
k.	Daily rates for Proposer’s personnel –	
(1)	System programming personnel, at factory	\$ _____
(2)	System programming personnel, on site	\$ _____
(3)	System hardware engineer at factory	\$ _____
(4)	System hardware engineer on site	\$ _____
(5)	Hardware technician at factory	\$ _____
(6)	Hardware technician on site	\$ _____
	Increment for successive years, if any	\$ _____

**Table 1-9**  
**ENHANCEMENTS**

Describe and provide pricing for any proposed enhancements that are not covered elsewhere.

a.	_____	
	_____	\$ _____
b.	_____	
	_____	\$ _____
c.	_____	
	_____	\$ _____
d.	_____	
	_____	\$ _____
e.	_____	
	_____	\$ _____
f.	_____	
	_____	\$ _____
g.	_____	
	_____	\$ _____
h.	_____	
	_____	\$ _____

### **3.5 Bid Effective Period**

Each proposal shall remain open for a period of one hundred eighty (180) days beginning with the date that proposals are opened.

### **3.6 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.

### **3.7 Protests**

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

This project is to be funded in part by the Federal Transit Administration (FTA). FTA review of protests is limited to a grantee failing to have protest procedures, violating such procedures, or failing to review a complaint or protest. See Protest Procedures Attachment 13.

#### 4. EVALUATION CRITERIA

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

The final selection of the Contractor to be recommended for award will be made by the Evaluation Committee after careful review of the Contractor proposals and, at its option, interview(s) with the most responsive firm(s). Evaluation criteria are listed below.

	<u>Criteria</u>	<u>Point Value</u>
<b>Staffing</b>	Qualifications of the Proposer's and subcontractors staff persons to be assigned to the project, their experience with bus transit projects of similar content and scope, and their availability for the project.	<b>25</b>
	<b>Experience/Performance</b>	
	<b>a. Technical Proposal</b>	<b>30</b>
	(1) Experience of the Proposer with comparable projects	
	Experience of any Subcontractors with comparable projects. Experience of the Proposer having worked together with the Subcontractors on previous projects. Especially important is direct experience with a transit CAD/AVL system supporting a fleet of at least 200 fixed route and Paratransit vehicles, and that includes all of the following:	
	i. Two-way wireless data communications	
	ii. Global Positioning System (GPS) based Automatic Vehicle Location (AVL)	
	iii. Computer Aided Dispatch (CAD)	
	iv. Data Exchange with fixed-route and paratransit scheduling systems	
	v. Is either fully accepted or in the installation phase such that CCT can discuss the system with the purchaser and the installed system can be demonstrated to CCT.	
	(2) Record of completing work on schedule and within budget	

(3) References from agency contacts

**b. Understanding of Request and Technical Approach**

(1) Demonstration of the Proposer’s understanding of the overall requirements of the project, based on the written proposal submission. **25**

(2) Responsiveness and compliance with the specification requirements:

i. System design concept

ii. System functionality

iii. User interface

iv. Documentation, training, support services, and installation

v. Quality assurance and testing

vi. Proposer’s proposed project schedule and work plan

**Availability** **10**  
Work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided.

**Financial Stability** **10**  
Financial responsibility, strength, and stability of Proposer and its subcontractors in accordance with information provided in response to Section 3.2, Tab 2.

**Cost Proposal:** **50**  
  
The “costs to maintain” the system and all other recurring costs, in addition to the total cost of the system including all options, will be evaluated to determine the Proposer’s total price score. Lowest total price will receive the full 50 points; higher priced offerings will be scored proportionately lower by the percentage that the total price is higher (e.g., a price 20% higher than the low price will receive 80% of the points, or 40).

**Total** **150**

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

- Signed Contract
- Performance Bond
- Insurance Certificate

## **5. CONTRACT REQUIREMENTS**

The selected firm will be required to enter into a Contract with Cobb County for the provision of services hereby contemplated. A Sample Contract is provided as an attachment to the RFP.

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

### **5.1 Independent Contractor Status**

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

### **5.2 Licenses and Permits**

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

Contractors who have an office or place of business within Cobb County shall provide the County, on the proper form, proof of being licensed to do business within Cobb County, Georgia. Contractors who do not have an office or place of business within Cobb County do not have to obtain a Cobb County business license, but must provide proof of being licensed to do business within the State of Georgia. Proof of proper business licenses shall also be provided by the Contractor for any and all Subcontractors coming under the jurisdiction of this contract. An out-of-state Contractor shall secure the proper permits and licenses required by the State of Georgia to perform work within Georgia.

### **5.3 Acceptance of the system/Liquidated Damages**

The County shall accept or reject the system within seven (7) calendar days of the time the contractor certifies that the Work is complete in accordance with Section 6.16 of this RFP, including a the system completely installed, fully functional, operating problem free, and with all training completed. All requested accessories, manuals, diagrams and documents must be delivered and complete in order for the system to be accepted. If the County rejects the system

or any part of the system, the contractor shall take the necessary actions to make the system acceptable.

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

## **6. SPECIAL PROVISIONS**

### **6.1 Definitions**

#### **Agreement**

The contract to be negotiated and entered into by CCT for the Work described in the RFP.

#### **Authorized Signer**

The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

#### **Consultant**

Macro Corporation, including its directors, employees, and agents.

#### **Contractor**

The individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the Work specified in this Contract.

#### **Contracting Officer**

The person who is executing this Contract on behalf of CCT and who has complete and final authority, except as limited herein.

#### **CCDOT**

Cobb County Department of Transportation

#### **CCT**

Cobb Community Transit

#### **Days**

Normal business days of CCT staff offices, unless otherwise specifically noted.

#### **Proposal**

A written document submitted by a Proposer in response to this Request for Proposals (RFP).

**Proposer**

Any person who receives the RFP, attends, and registers as an attendee of the pre-proposal meeting, or registers with CCT is a prospective Proposer.

**RFP**

Request for Proposal.

**Work**

All of the material, services, and support in accordance with the specification for which CCT has contracted with the Contractor, or any portion thereof, which shall be made clear by the context in which the word is used.

**Schedule for the Work**

Time is of the essence of this Contract. The schedule for the Work in the Contract may be changed only by the method for changes specified in Section 6.4.

The Contractor's services hereunder shall commence upon receipt of a Notice to Proceed issued by CCT and continue until completion and final acceptance from CCT, unless earlier terminated as hereinafter provided.

**Standard Work Schedule**

Work scheduled and performed by the Contractor on CCT premises shall conform to CCT's working hours and shall account for CCT's observed holidays. Any exceptions must be approved by CCT.

**6.2 Force Majeure**

The Contractor shall not be liable for any failure to perform or delayed performance if acceptable evidence has been submitted to CCT that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but do not include labor related incidents, such as strikes or work stoppages, delays in documentation approval due to inadequate design or documentation or to unrealistic approval schedules, or delays caused by the Contractor's lack of sufficient personnel with the necessary technical skills. In the event of any delay which can be shown to be attributable to any of the foregoing causes, the date for performance of the Work shall be extended for a period equal to the time lost by reason of the delay, providing Contractor has taken reasonable steps to proceed with the performance of the Contract and has, within five (5) days of the occurrence of the force majeure event, made written notification of such delay and of any corrective action taken. The Contractor shall not be entitled to any increase in compensation.

### **6.3 Intellectual Property**

CCT shall retain rights to any and all data collected and/or maintained by the system other than data directly pertaining to configuration, performance, and/or internal operations. CCT reserves the right to use this data for reports/analysis, integration with external systems, and/or internal application development. CCT shall not provide external system vendors with proprietary data pertaining to system operation and/or performance.

### **6.4 Performance Requirement**

The Contractor shall, at all times during the term of the Contract, perform all work diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore. Notwithstanding the provision of drawings, technical specifications or other data by CCT, the Contractor shall have the responsibility of supplying all items and details required to perform the Work specified in this Contract. The Contractor shall conduct all work in the Contractor's own name and as an independent contractor (as provided in Section 5.1), and not in the name of, or as an agent for, CCT.

### **6.5 Payment and Performance Bond**

See page 3.

### **6.6 Changes**

Changes in the Work and changes in the Contract can only be made by written amendments signed by both the Contractor and CCT, prior to implementation of such changes. Any part of the Contract that is not specially mentioned in an amendment or set of amendments shall not be changed. No implied changes are acceptable to either party to the Contract. The Contractor shall be liable for all costs resulting from, and for satisfactorily correcting, any change not properly ordered by written amendment to the Contract and signed by the both parties.

CCT may initiate a request for change by drafting amendments defining the intended changes in requirements and delivering these to the Contractor. The Contractor is required to respond to CCT within fifteen (15) calendar days, or such time as CCT shall specify for a particular change request. The response provided by the Contractor shall include:

- a. The requested amendment, modified if necessary, describing in detail the changes to the Work,
- b. An impact statement describing how, if at all, other provisions of the Contract will be affected, including purchase price and payment terms, performance bond, schedule, hardware and software deliverables, spare capacities, system performance, processor loading, training, testing, documentation, and spare parts.

If the change requested is one that was included in the Contractor's proposal as an option, the initial draft amendment provided by CCT will include the pertinent information in the specification and proposal.

The Contractor may initiate a request for change. The procedure defined in the preceding paragraphs would be followed except that the Contractor prepares the initial draft of the amendment as well as the impact statement.

The change in price associated with a change under consideration, if it is large enough to have an impact on the amount of the Performance Bond, must include a separate amount for the required change in premium so that at CCT's option the Performance Bond will still be in accord with the first paragraph of Clause 3.4 after the change is executed. CCT is not obligated to notify the sureties when making a change.

Each amendment that is adopted by the parties shall be dated, numbered in sequence beginning with Amendment Number 1, and duly executed by both CCT and the Contractor.

## **6.7 Precedence of Documents**

The purchase documents that comprise the Contract may be altered only by a change as defined herein. There are no agreements between the Contractor and CCT, whether oral or written, other than those herein contained, and the Contract supersedes any and all previous oral or written representations, inducements, or understandings. In the event of a discrepancy, the purchase documents listed in the order of precedence are:

- a. The Contract
- b. Contract Requirements (Section 5)
- c. Federal Clauses
- d. Special Provisions (Section 6)
- e. The Technical Specification and all addenda, starting with the most recently issued, as resolved by the final Table of Conformance, which establishes the minimum requirements for the Work
- f. Clarifications of and amendments to the Contractor's proposal as agreed and listed in order of precedence here:
  - i. (Subject, title of document, date, etc.)
  - ii. (Subject, title of document, date, etc.)
  - iii. (Subject, title of document, date, etc.)
- g. The Contractor's proposal, which when not in conflict with the above documents establishes a superior set of requirements for the Work.

## **6.8 Warranty**

The Contractor warrants that the Work, and all parts thereof, shall be of the kind and quality described in this Contract, shall perform in the manner specified, and shall be fit for the

purpose for which it is supplied. The Contractor shall correct, without delay and at its own expense, any portion of the Work that does not meet the warranty and that is discovered within one (1) year after final acceptance of the Work by correcting the defective portion of the Work, including any required correction in defective design, or by providing a non-defective replacement on CCT's premises, whichever is appropriate. The costs of correction shall be at the Contractor's expense and shall include all shipping costs, both to and from the Contractor's facility, and the appropriate technical advice and direction for removal of the defect and installation of the corrected Work, including on-site services as required.

Any repair, replacement, or modification performed pursuant to the provisions of this clause shall be supplied or repaired on the same terms and conditions as provided for herein for the supply of the Work and in particular a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such replacement, repair, or modification.

For software defects, the Contractor shall provide telephone consultation to CCT at no charge. If the Contractor cannot correct the defect by remote telephone support, or if, in the sole discretion of CCT, the Contractor fails to make significant progress in the repair of the software defects by remote telephone support, the Contractor, at the request of CCT, shall supply knowledgeable software engineers on site to correct the deficiencies. Assistance by CCT to the Contractor shall not relieve the Contractor of any responsibilities associated therewith.

If the Contractor shall fail to correct any defect within a reasonable time, CCT shall have the right to employ others to do so. The Contractor shall be liable for all costs and expenses thereby incurred by CCT.

Nothing herein shall be deemed to restrict the obligations of the Contractor under the Indemnity provision of the Contract.

## **6.9 Title**

Title to the Work shall pass to CCT upon placement of the equipment within the CCT sites prior to commencement of its installation, subject to CCT inspection thereof.

If for any reason the Work is terminated in whole or in part prior to its completion, the title to all hardware and documentation portions of the terminated Work performed to that time, and the possession of, together with the right to use and all applicable licenses for, all software portions of the terminated Work performed to that time, whether in the Contractor's facility, in transit, or on the CCT sites shall immediately pass to CCT unless the CCT notice of termination specifically declines title to or possession of all or some of the terminated Work.

The Contractor warrants and guarantees that title of all materials and equipment furnished under this Contract and accepted by CCT will pass to CCT free and clear of all liens, claims, security interests, or encumbrances.

## **6.10 Consultant's Authority**

CCT shall have the sole and complete discretion to employ the Consultant in any manner it sees fit in connection with the Contract, including but not limited to having the Consultant participate in any or all meetings with the Contractor or its subcontractors, review and comment on any or all documents from the Contractor or subcontractors, and witness and assist in the conduct of any or all inspections or tests of the Work, wherever conducted. The Consultant shall act as advisor in all aspects to CCT.

CCT may give the Consultant the authority to act on behalf of CCT. In the absence of a written statement setting forth the Consultant's authority, the Contractor shall not accept any instructions, written or oral, directly from the Consultant.

## **6.11 Documentation Reproduction**

CCT reserve the right, subject to any software licensing restrictions, to reproduce any and all documentation received from the Contractor under the Contract for CCT's use in connection with the Work, notwithstanding any notice to the contrary appearing on the documentation.

## **6.12 Test and Inspections**

The Contractor shall conduct at its responsibility and expense, all tests and inspections called for by the Contract. The Contractor shall repair and replace, at its sole expense and without delay, anything found defective by tests and inspections and also conduct at its own responsibility and expense re-inspection and retest to demonstrate to CCT satisfaction that the defects have been corrected and no additional defects have been introduced. Any inspection required by statutory authority, governmental regulation, or other similar authority must be carried out by the Contractor at its authority and expense.

CCT shall have the right to inspect or observe the production, inspection, or testing of the Work at any time and place, including the Contractor's facilities and those of its subcontractors, where the Work is being produced. The Contractor shall provide at least five (5) business days notification of tests and inspections. The witnessing of the Contractor's tests and inspections by CCT shall not relieve the Contractor of any of its responsibilities or liabilities under the Contract, nor be interpreted in any way as implying acceptance of the Work.

## **6.13 Approvals**

As called for in the Contract, documents will be provided by the Contractor for approval by CCT. CCT's approval or conditional approval with comment signifies permission to the Contractor to proceed with the Work and indicates, but does not warrant, that CCT has seen nothing in the document at variance with the Contract. The Contractor's proceeding with the Work prior to CCT approval is at the Contractor's own risk. Neither approval nor conditional approval with comment shall relieve the Contractor of any of his responsibilities under the Contract.

#### **6.14 Right to Use Work Requiring Correction**

After the Work has been installed and if it, or any part thereof, or the process performed thereby should require correction, CCT shall have the right to use such Work, or any part thereof, until such time as it is convenient to CCT for the Work, or any part thereof, to be removed from service for correction. Such use shall not constitute acceptance nor shall it constitute a waiver of any of CCT's rights under the Contract.

#### **6.15 Right to Use and Adapt**

There shall be no restrictions on CCT's rights to use, modify, expand, add to, or in any way adapt the Work or any portion thereof to best suit CCT's needs as determined by CCT at any time following the end of the warranty period. If CCT elects to make changes to the Work during the warranty period, the effect on the warranty will be by mutual agreement.

CCT rights include, but are not limited to, adding hardware or software from suppliers whether or not they were previously involved in the Work, providing those suppliers with documentation of the Work as needed for proper interfacing of the additions to the Work, modifying the Work to permit the additions, and continuing to use the Work and all portions of it, whether modified or not, with the additions. CCT has the further right to use the Work, with or without additions, for purposes not envisioned at the execution of the Contract and not described therein.

These rights shall survive the Contract.

#### **6.16 Interference with Operations**

The Contractor shall not interfere with normal operation of CCT's facilities or equipment, or the facilities or equipment of the County's Contract Operator, or the work of any contractors or subcontractors on CCT's premises. When the Contractor anticipates unavoidable interference, it shall so notify CCT at least thirty (30) calendar days in advance. CCT will determine whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. CCT shall have final determination of priorities in case of conflicts with its operations. The Contractor shall not operate any of CCT's equipment or systems, or those of any of the County's Contract Operator, or other contractor or subcontractor on County or Contract Operator premises, except at the direction and under the immediate supervision of CCT

#### **6.17 Availability of Parts and Service**

As part of the Contract, the Contractor agrees to supply at reasonable cost all required spare and expansion parts and maintenance services that may be required for the Work for a period of not less than ten (10) years from date of final acceptance for both those portions of the Work manufactured or supplied directly by the Contractor and those portions supplied to the Contractor by others.

The Contractor shall provide evidence of the availability of spare and expansion parts and maintenance services with regard to all portions of the Work supplied to the Contractor by

others for a period of ten (10) years from final acceptance of the Work. This shall be accomplished by furnishing CCT with copies of agreements with the Contractor's suppliers that commit these suppliers to the following actions:

- a. Provide trained personnel and parts for the ten-year period, and
- b. Transfer to the Contractor all necessary maintenance and manufacturing documentation if supplier ceases operations or is otherwise unable to meet its maintenance and spare-part obligations.

The Contractor shall further agree that if a supplier can no longer fulfill its maintenance and spare part obligations, the Contractor shall provide or secure for CCT the necessary parts and services. If the furnishing of a spare part requires design or redesign by the Contractor or others, the cost may include a verifiable, reasonable, one-time engineering charge.

The Contractor shall also agree that should the Contractor cease operations or otherwise be unable to fulfill its maintenance and spare-part obligation, the Contractor shall transfer all necessary maintenance and manufacturing documentation, including the above-mentioned agreements with suppliers, to CCT so that CCT can provide for itself or secure from a third party the necessary maintenance services and spare parts.

## **6.18 Final Acceptance**

Final acceptance of the Work will occur only after successful completion by the Contractor of all payment milestones and after CCT's receipt of all final documentation reflecting all changes and corrections, including those resulting from field performance testing and availability testing.

The Contractor shall request final acceptance in writing stipulating:

- a. The Work is completed.
- b. Final acceptance and payment does not constitute a waiver by CCT of any rights with respect to the Contractor's continuing obligations under the Contract.
- c. A waiver of all claims beyond final payment by the Contractor against CCT other than those previously made in writing and still unsettled.

Final acceptance of the Work will be confirmed by CCT in writing and by making the final payment to the Contractor.

## **6.19 Licenses**

Where licenses for software, firmware or other elements of the Work are required, they shall be furnished to CCT by the Contractor on a paid-up and perpetual basis. They shall be in accord with the requirements of the Technical Specification and shall allow for operation of software on back-up processors. These licenses shall survive adaptation of the Work.

## **6.20 Purchase Price and Terms**

### **6.20.1 Purchase Price**

CCT shall compensate the Contractor for satisfactory and complete performance of the Work under this Contract for the total fixed Purchase Price as set forth in the Contract. Payment shall be based on Contractor's successful completion of the payment milestones listed below.

### **6.20.2 Payment Milestones**

Payment milestones have been selected that clearly identify the actual status of the portion of the Work completed rather than anticipated project progress schedules. Payments will be based on actual completion of each milestone event, as approved by CCT, not on the scheduled completion date. However, CCT will make no payments earlier than sixty (60) days before the schedule milestone date. Milestones shall not be scheduled or invoiced more frequently than once a month. CCT will not approve a milestone payment until all preceding milestones have been approved.

When a change is made to the Contract, the Purchase Price will be changed as needed and the milestone payments will be adjusted by mutual agreement of the Contractor and CCT.

The payment milestones are:

- a. Five percent (5%) of the Purchase Price upon CCT approval of the detailed project schedule meeting the requirements of Technical Specification, Section 9.2 and a complete list of training, hardware, software, and other documentation deliverables.
- b. Ten percent (10%) of the Purchase Price upon approval of all Preliminary Design Review (PDR) documents and completion and approval of the PDR described in Specification Section 9.5.2.1.
- c. Fifteen percent (15%) of the Purchase Price upon approval of all Final Design Review (FDR) documents and completion and approval of the FDR described in Specification Section 9.5.2.2.
- d. Twenty percent (20%) of the Purchase Price upon successful completion of all factory tests (Specification Section 7.5) and shipment of all equipment to CCT sites (Specification Section 8.2.3).
- e. Fifteen percent (15%) of the Purchase Price upon successful installation and field performance testing of the central site AVL System equipment and communications equipment as necessary to support CCT operations, successful completion of the Mini-Fleet Test, installation and checkout of on-board equipment on at least twenty-five percent (25%) of the total vehicles to be implemented, and successful phaseover of those vehicles to full operation under the AVL System.

- f. Fifteen percent (15%) of the Purchase Price upon successful installation and checkout of on-board equipment on all remaining vehicles to be implemented, and successful phaseover of all vehicles to full operation under the AVL System.
- g. Twenty percent (20%) of the Purchase Price upon successful completion of the availability test (Specification Section 7.9), receipt of all final documentation reflecting all changes and corrections, and final acceptance, in writing, of the system by CCT.

### **6.20.3 Invoices and Payments**

The Contractor shall submit an invoice upon successful completion of each payment milestone in the amounts indicated above. The Contractor shall furnish with each invoice, supporting documentation demonstrating that the milestone has been completed. Payment will be made within thirty (30) days of the receipt and approval of the milestone invoice.

## **FTA CLAUSES INCORPORATED BY REFERENCE**

This Agreement incorporates the following Federal Transit Administration required clauses with the same force and affects as if they given in the main text of the Agreement. It is understood and agreed that the Contractor may be obligated by and to Cobb County (hereinafter referred to as the County) for any specifications or documentation required of the County under these clauses.

### **7. Energy Conservation Requirements**

#### **42 U.S.C. 6321 et seq. 49 CFR Part 18**

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

### **8. Disadvantaged Business Enterprise (DBE)**

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

### **9. State and Local Law Disclaimer**

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

### **10. Contract Termination Provisions**

#### **49 CFR PART 18 4220.1D (APPLIES TO CONTRACTS OVER \$10,000 UNLESS THEY ARE WITH A NOT FOR PROFIT OR INSTITUTION OF HIGHER LEARNING**

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

Termination for Default – If the Contractor does not deliver the goods or services provided by

this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a Contract awarded in conjunction with this solicitation, the County may notify the Contractor of its intention to terminate this Contract for default. The Contractor shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by the County that the Contractor had an excusable reason for not performing, such as strike, fire, flood, or other events which are not the fault of, or are beyond the control of the Vendor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

## **11. Recycled Products**

### **42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873**

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

## **12. Access to Records and Reports**

### **49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17**

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

1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction

sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) (1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, the Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

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

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

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

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

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

**13. Federal Changes**  
**49 CFR Part 18**

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

**14. No Government Obligation to Third Parties**  
**No Obligation by the Federal Government.**

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

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

**15. Program Fraud and False or Fraudulent Statement and Related Acts**  
**31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal

assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

## **16. Termination**

### **49 U.S.C. Part 18 FTA Circular 4220.1D**

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

## **17. Privacy Act**

### **5 U.S.C. 552**

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

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

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **18. Civil Rights Requirements**

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

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

1. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and

Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

- (b) Age:

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

- (c) Disabilities:

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

3. The Contractor also agrees to include these requirements in each subcontract financed in

whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**19. Contract Assurance**  
**49 CFR Part 26.13**

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

**20. Prompt Payment**  
**49 CFR Part 26.29**

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

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

**21. Incorporation of Federal Transit Administration (FTA) Terms**  
**FTA Circular 4220.1D**

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

## ATTACHMENT 1

### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM 49 CFR PART 26

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

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

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

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

## Additional Terms and Conditions

### a) DBE Goal:

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

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

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

### b) DBE Substitutions:

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

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

### c) Contract Award Criteria:

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

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

- DBE Form 4 – DBE Unavailability Certification must be submitted with the bid proposal.
- Cobb Community Transit will count toward the established DBE project goal only those firms that are certified as a DBE at bid opening. For information regarding the DBE certification process, please contact the Georgia Department of Transportation.

d) Reporting Requirements:

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

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

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

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

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

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

- a) Whether the bidder attended any pre-solicitation or pre-bid meetings which were scheduled by Cobb Community Transit to inform DBEs of contracting and subcontracting opportunities;
- b) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;
- c) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- d) Whether the bidder followed up initial solicitations of interest by contracting DBEs to determine, with certainty, whether the DBEs were interested;

- e) Whether the bidder selected portions of work to be performed by DBEs in order to increase his/her chances of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- g) Whether the bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h) Whether the bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by Cobb Community Transit or contractor, and
- i) Whether the bidder effectively used the services of available minority and women community organizations; minority and women contractors' groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of socially and economically individuals.

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

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

#### General Instructions

- a) \*DBE Forms 1 & 2:

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

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

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

- c) Certification:

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

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

d) Copies of Forms:

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

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

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

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

**Name of Bidder:** \_\_\_\_\_

**Project: Cobb Community Transit –:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

**Bid No:** \_\_\_\_\_

**Total Bid Amount:** \_\_\_\_\_

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

DBE PARTICIPATION TOTAL VALUE: \$ \_\_\_\_\_

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

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

Sworn to and subscribe before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL)

**NOTARY PUBLIC**

\_\_\_\_\_  
Name (Typed)

**DBE FORM 2 (Reproduce as necessary)**

**DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

and duly authorized representative of \_\_\_\_\_  
Name of Firm

whose address is \_\_\_\_\_

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

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

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

This firm has current DBE certification from the following agencies:

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date Affiant

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_ (SEAL)

My Commission Expires \_\_\_\_\_

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

**To:** \_\_\_\_\_  
Name of General Contractor Proposing

**Project:** Cobb Community Transit,

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

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

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

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

at the following price: \$ \_\_\_\_\_

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

\_\_\_\_\_  
Date Telephone Number Name of DBE Subcontractor

\_\_\_\_\_  
Firm Address Signature

\_\_\_\_\_  
City and State Name Typed

\_\_\_\_\_  
Title

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

I, \_\_\_\_\_, \_\_\_\_\_

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

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

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

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

**ATTACHMENT 2**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
By

Proposer: \_\_\_\_\_

**ATTACHMENT 3**

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

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

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

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

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

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

**ATTACHMENT 4**

**INELIGIBILITY CERTIFICATE**

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name and Title of Authorized Official

**ATTACHMENT 5**

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

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

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been compiled in full; and
2. A drug-free workplace will be provided for the consultant’s employees during the performance of the Contract; and
3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification:  
  
“As part of the subcontracting agreement with the Consultant, certified to the Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3” and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**ATTACHMENT 6**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name and Title of Authorized Agent

**ATTACHMENT 7**

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

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

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

---

Vendor

---

Signature

---

Name and Title of Signer

---

Date

**ATTACHMENT 8**

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

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

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

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

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

Signature of Consultant’s Authorized Agent: \_\_\_\_\_

Name and Title of Consultants Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone #: \_\_\_\_\_

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

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

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

VENDOR

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

Bank Reference

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

Background

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

Similar Project Experience

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

Phone Number: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

License Number: \_\_\_\_\_

Bond Company: \_\_\_\_\_

Agent: \_\_\_\_\_

Type of Business: \_\_\_\_\_

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

Individual Members of the Firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

President of the Corporation: \_\_\_\_\_

Secretary of the Corporation: \_\_\_\_\_

Corporation is organized under the Laws of

The State of \_\_\_\_\_

Bid dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

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

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Transmittal Letter this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Sworn to and subscribed before me the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Date

**ATTACHMENT 11**  
**Compliance with Georgia Security and Immigration Compliance Act**  
*(Effective 7/1/10, Supersedes 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 newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/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.

Before any bid for the physical performance of services 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). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

**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).

**Physical Performance of Services** – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

## PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described 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 & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
  - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
  - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
  - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
  - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
  - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
  - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
  - (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely 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 or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) 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 shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

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

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

***FORM ATTACHMENTS:***

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

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) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) 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-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) 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; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
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: \_\_\_\_\_

***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.***

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered 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) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) 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-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (5) 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; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
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: \_\_\_\_\_

**IMMIGRATION COMPLIANCE CERTIFICATION**  
*(To be completed by Contractors and all Subcontractors)*  
**(EXHIBIT A-2)**

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

\_\_\_\_\_  
*(Project Name/Description)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 hired after the effective date of our contract to use the program;
- 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: \_\_\_\_\_

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

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

Certificate of Compliance

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

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Certificate of Non-Compliance

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

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

## ATTACHMENT 13

### **The Department of Transportation Cobb Community Transit Bid Protest Procedures**

The County has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) Third Party Contracting Guidance, dated November 1, 2008.

#### Definitions

“Contract” means any contract, agreement, purchase order or order placed by the County to receive goods or services from an external source. “Day or Days” means a working day or days of the County.

“Interested party” means a participant or prospective participant in a County procurement whose direct economic interest is affected by the award of the contract for the procurement.

“Offer” means a response to a County procurement solicitation, including but not limited to quotations, bids, proposals and expressions of interest or qualifications.

#### **Submission of Protests**

Any interested party may file a bid protest with the Cobb County Department of Transportation on the basis that the County failed to comply with a federal or state law or that the County failed to follow its own Procurement Regulations. A valid protest must include the following information:

1. Name and address of the protestor
2. Identification of the procurement action being protested
3. A statement of the reason for the protest, identifying the federal or state law or the County Procure Regulation that the protestor alleges has been violated by the County.

#### **Types of Protests and Deadline to File**

The deadline for a valid protest will be determined by the progress of the procurement.

The County will recognize three different types of protest:

##### **1. Protest regarding solicitation**

Any protest regarding solicitation must be filed in writing no later than five (5) days prior to the deadline to submit offers. This type of protest includes a claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis for award or any claim that the procurement documents or the procurement process violate a federal or state law or fail to follow its own procurement regulations.

## **2. Protest regarding offer evaluation**

Any protest regarding the evaluation of offers must be filed in writing no later than five (5) days from the day that the County's decision to award is announced. Any protest filed after such date which raises such issues will not be considered as a valid protest but may be considered to the benefit of the County. This type of protest challenges the County's determination of responsiveness of offers and responsibility of offerors, errors in calculation or that the County's evaluation of offers violated a federal or state law or its own procurement regulations.

## **3. Protest regarding award of contract**

Any protest regarding the award of the contract must be filed in writing no later than five (5) days after the date of award of the contract. Any protest filed after such date which raises an issue regarding the award will not be considered as a valid protest but may be considered to the benefit of the County. This type of protest will only be entertained by the County if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the County violated a federal or state law or its own procurement regulations in awarding the contract.

### **The County's Response to Protests**

The County will notify a protestor upon receipt of a timely protest and may, where appropriate, request further information. The County may, at its sole discretion, meet with the protestor to review the issues raised in the protest. The County's consideration of the protest, except as otherwise provided in the following paragraph "Decisions by the County", will be in accordance with the following provisions:

#### **Protest regarding solicitation**

Upon receipt of a valid protest regarding solicitation, the County will postpone the deadline for submission of offers until resolution of the protest. If the protest regarding the solicitation includes a claim of unduly restrictive or exclusionary specifications, the County will, in considering the protest, consider both the specific needs of the County for the feature or item challenged and any effect on competition of including the specification regarding that feature or item. If the County determines that such feature or item was included in the specification in order to meet a legitimate need of the County, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the County will deny the protest.

#### **Protest regarding evaluation of offers**

Upon receipt of a valid protest regarding the evaluation of offers, the County will suspend its evaluation of all offers until resolution of the protest. If the County determines that the protestor has established that there are reasonable doubts regarding the responsiveness of an offer or the responsibility of an offeror or regarding the County's compliance with federal or state law or its procurement regulations.

#### **Protest after award**

Upon receipt of a timely protest regarding the award of a contract, the County will issue a stop work order, if necessary, until the resolution of the protest. If the County determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of a federal or state law or the County's procurement regulations.

### **Protest regarding bid evaluation**

Any bid protest regarding the evaluation of bids by the County must be filed in writing with the County no later than five (5) days after the opening of bids. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the County. This type of protest would include any challenge to determinations by the County of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated federal, state or the County's procurement regulations.

### **Protest Regarding Award of Contract**

Any protest regarding the award of the contract must be filed in writing no later than five (5) days after the date of award. Any protest regarding the award of the contract filed after that date will not be considered by the County. This type of protest will only be entertained by the County if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the County violated federal, state or its own procurement regulations in the award of the contract.

### **Decisions by the County**

As indicated above, in most instances, the County will suspend the procurement action upon receipt of a bona fide bid protest. However, the County reserves the right, notwithstanding the presence of a protest, to proceed with the appropriate action in the procurement process in the following instances:

- a. When failing to fulfill the need for the items or services would cause irreparable harm to the County or its Service Boards;
- b. When the County determines that the protest is vexatious or frivolous; or
- c. When delivery or performance will be unduly delayed or other undue harm would occur by delaying the award of the contract.

After review of a bid protest submitted under these provisions, the County will issue a written decision on the basis of the information provided by the protestor, the result of any meetings with the protestor, and the County's own investigation of the matter. If the protest is upheld, the County will take appropriate action to correct the procurement to protect the rights of the protestor, including, but not limited to, reissuance of the procurement, revised evaluation of the offers or the County's conclusion of the evaluation of the offers, or termination of the contract. If the protest is denied, the County will terminate the suspension of the procurement that was imposed during the consideration of the protest and will proceed with the procurement.

The availability of review of bid protests by FTA is as follows:

Reviews of protests by FTA will be limited to:

(1) A grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or

(2) Violations of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

**Give proper title of each person executing affidavit. Attach seal as required.**