

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: SEPTEMBER 9, 2010

Sealed proposals from qualified contractors will be receive 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 -5518
REQUEST FOR PROPOSAL
DETENTION FACILITIES MAINTENANCE
JAIL HIGH SECURITY LOCKING SYSTEM
COBB COUNTY SHERIFFS DEPARTMENT**

**PRE-PROPOSAL MEETING: AUGUST 24, 2010 @ 2:00 P.M. (EST)
COBB COUNTY WORK RELEASE FACILITY MULTI PURPOSE ROOM
1825 A COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

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

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

Proposals must be accompanied by bid security in the amount not less than five percent (5%) of the base bid. 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No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

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

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

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

Advertise: 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: 10-5518

REQUEST FOR PROPOSAL
DETENTION FACILITIES MAINTENANCE AND REPAIR
JAIL HIGH SECURITY LOCKING SYSTEM
COBB COUNTY SHERIFFS DEPARTMENT

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 10-5518; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 90 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

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

ADVERTISE DATES: 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, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 10-5518 DATE: September 9, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Detention Facilities Maintenance and Repair
Jail High Security Locking System**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 10 – 5518
DETENTION FACILITIES MAINTENANCE AND REPAIR
JAIL HIGH SECURITY LOCKING SYSTEM
COBB COUNTY SHERIFFS DEPARTMENT**

BID OPENING DATE: SEPTEMBER 9, 2010

**PRE-PROPOSAL CONFERENCE: AUGUST 24 @ 2:00 P. M. (E.S.T.)
COBB COUNTY COBB COUNTY WORK RELEASE MULTI PURPOSE ROOM
1825A COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

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

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 10 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 93673

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 10-5518
REQUEST FOR PROPOSAL
DETENTION FACILITIES MAINTENANCE AND REPAIR
JAIL HIGH SECURITY LOCKING 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: _____

REQUEST FOR PROPOSAL

**Detention Facilities Maintenance and Repair
Jail High Security Locking System
Cobb County Adult Detention Facility**



COBB COUNTY SHERIFF'S OFFICE

Sealed Bid Number: 10-5518

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REQUEST FOR PROPOSAL

COBB COUNTY SHERIFF'S OFFICE

Detention Facilities Maintenance & Repair Jail High Security Locking System

Purpose

This document constitutes a Request For Proposal (RFP) from qualified and experienced contractors to enter into an annual maintenance agreement for Maintenance and Repair Service for the Jail High Security Locking Systems located at the Cobb County Adult Detention Facilities (Jail, Annex, Work Deployment, and Downtown Court Holding Facility). This RFP envisions a single provider with end-to-end responsibility for the maintenance and repair of the Jail's High Security Locks. The intent of this RFP is to ensure a fully functional system with a flexible, reliable maintenance and repair program. The provision of this maintenance service is considered a critical element of the Sheriff's Office operations and maintaining these systems is a high priority to this agency.

The objective of the RFP is to ensure that critical high security locking systems are maintained to the highest degree possible while minimizing cost and staff time allocated to maintenance.

The Cobb County Adult Detention Facilities are comprised of a 1925 bed Jail, 1,152 bed new tower Jail facility, 384 bed Work Deployment Facility, 250 bed Annex and 125 bed Downtown Court Holding Facility. The facilities operate continuously twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.

The Detention Facilities construction is generally of masonry and reinforced concrete. Celled housing units are contained in Pods that are two stories in height. There are approximately 198 cell slider doors, 208 cell swing doors, 14 sally port swing doors, and 6 control room doors. A variety of approximately 108 additional security doors exists throughout the facilities and is part of the overall facility locking system. These additional doors are also included in the requested maintenance and repair services scope.

The Cobb County Adult Detention Facilities are highly dependent upon high security locking systems for operation and security. Therefore, it is essential that the high security locking systems are maintained in proper operating conditions at all times by the best possible maintenance procedures. Deficiencies and failures which affect the ongoing operations must be corrected immediately using extraordinary means when necessary. Unlike commercial facilities, this correctional facility cannot be periodically closed or partially shut down for major repairs or overhauls. An effective preventive maintenance program is critical in minimizing the need for corrective action and preventing major failures. This proposal must provide for the preventive, routine and emergency maintenance and repairs of all high security locking systems.

Cobb County has completed a \$110 million project to expand and renovate the Cobb County Adult Detention Facility. The Sheriff's Office accepted the new tower facility March 2010. The new facility includes a new intake, booking, transfer/release, property room, records storage, housing tower, visitor center and an administrative building. The renovation of existing facilities included expanding and updating the current kitchen and laundry facilities. The housing tower will comprise of 768 metal constructed cells. The new facilities included a one year warranty for equipment and components.

Bids must include the name of all subcontractors and provide the same information for each subcontractor as is required for the primary contractor. The submission of a bid shall be prima-facie evidence that the bidder has full knowledge of all conditions in this REQUEST FOR PROPOSAL. **Cobb County reserves the right, in its sole discretion, to accept or reject any and all bids.**

PART I –SPECIAL INSTRUCTIONS AND CONDITIONS:

Any communication between representative of Cobb County and a contractor shall not be binding between the parties unless such communication is submitted in writing. It shall be the contractor's responsibility throughout this procurement to remain informed of any administrative or procedural requirements for the bid process. Neither the County nor the Sheriff's Office shall bear this responsibility.

A pre-bid conference will be held on Tuesday, August 24, 2010, at 2:00 p.m. at the Cobb County Work Release Facility, Multi Purpose Room, located at 1833 Bill Hutson Way (formally 1825 County Services Parkway), Marietta, Georgia, 30008. **All vendors are encouraged to attend.** A tour of the facility will be conducted.

- 1) **The bid opening is scheduled for Thursday, September 9, 2010. Bids are due to the Cobb County Purchasing Department before 12:00 (noon), Eastern Standard Time. It should be noted however, that bids will not be accepted by the Cobb County Purchasing Department after 12:00 p.m. on the day of the bid opening. Bids should be addressed to: The Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia.**
- 2) Contractor Responses: The contractor shall respond to each requirement outlined in this RFP. The response, at a minimum, should cite the RFP reference number and acknowledge compliance. In the event the contractor's proposal differs from the requirement, this should be specifically noted and explained. However, it should be very clearly understood that Cobb County, in its sole discretion, reserves the right to disqualify any contractor who does not meet the requirements specified in the RFP. To expedite the evaluation process, all bid responses must follow the format of this Bid.

Contractors responding to this RFP shall submit an original and seven (7) copies of their proposal.

- 3) Employment Discrimination: The contractor shall be required to comply with all applicable statutes prohibiting employment discrimination and will be required, as part of the response, to certify as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, sex, age, color, religion, national origin, or handicap, except where same is a bonafide occupational qualification reasonably necessary to the normal operation of the contractor.
- 4) Contract Duration: The term of the contract is for a 36-month period commencing on the date of the contract award. The contract may be renewed for two (2) additional 12-month periods. If not renewed or canceled, the contract shall be automatically extended on a month-to-month basis for up the three (3) months until formal action is taken to renew or terminate the agreement.
- 5) Conditions of Termination of Contract: The contract, mutually agreed upon and entered into between the Cobb County Sheriff's Office and the selected contractor, may terminate upon any of the following conditions:
 - A. Suspension of Detention Facility Operation - Should the governing authority responsible for the detention facility cease operation of the institution for any reason, the agreement shall become void at the option of the Sheriff's Office.
 - B. Termination of Contract For Non-Performance - The Cobb County Sheriff's Office may terminate the contract resulting from this solicitation at any time the performance of the contract is unreasonably delayed or the contractor fails to carry out the provisions of the contract, or if, in the opinion of the Sheriff or his designee, the performance of the contract is unreasonably delayed, or the contractor is violating the contract conditions. Such determination of delay or non-performance shall be in the sole discretion of the Sheriff or his designee. The Cobb County

Sheriff's Office shall reasonably provide the contractor with notice of any conditions which are hindering contractor's performance and if, after such notice, the contractor fails to remedy such conditions within a reasonable time, not to exceed **twenty four (24) consecutive hours**, the Cobb County Sheriff's Office may, in writing and at its option, terminate the contract without further notice to the contractor and order the contractor to stop rendering all services immediately and vacate the premises.

- C. Funding-Out Clause: Notwithstanding any contrary provision of this Agreement, each payment obligation of the Cobb County Sheriff's Office created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of the services, products, equipment or functionally similar equipment. If such funds are not allocated and available, this agreement may be terminated by the Cobb County Sheriff's Office at the end of the period for which funds are available. The Cobb County Sheriff's Office shall notify the contractor at the earliest possible time before such termination. No penalty shall accrue to the Cobb County Sheriff's Office in the event this provision is exercised, and the Cobb County Sheriff's Office shall not be obligated or liable for any future payments due or for any damages as a result of termination under this agreement. This provision shall not be construed so as to permit the Cobb County Sheriff's Office to terminate this Agreement in order to purchase, lease, or rent similar equipment from another party.
- D. Limitation of Local Debt: In accordance with O.C.G.A. 36-60-13 (a) and Article 9, Section 5, Part I of the Georgia Constitution (1983), this contract shall terminate absolutely and without further obligation on the part of the County at the close of the initial term of this contract unless the contract is renewed in accordance with Part I, paragraph 4.
- E. Lack of Funding: In accordance with O.C.G.A. 36-60-13 (b) (1) this contract will terminate immediately and absolutely at such time as appropriated funds and otherwise un-obligated funds are no longer available to satisfy the obligations of Cobb County.

6) Conditions:

- A. Default: Should the contractor at anytime fail to comply with the conditions of the contract or fail to provide required maintenance services in a competent, timely manner, either of which constitute a default, the Cobb County Sheriff's Office shall have the right after providing the contractor with notice of such a default and allowing the Contractor a reasonable time to cure, not to exceed **twenty four (24) consecutive hours**, depending upon the criticality of the system involved, to exercise any one or more of the following remedies if the Contractor fails to satisfactorily remedy such default:
 - I. To obtain another contractor to perform maintenance services;
 - II. Call upon the surety to perform in accordance with the bond;
 - III. Recover from the bidder/contractor all losses, damages, penalties and fines, and all reasonable attorneys' fees incurred by the Cobb County Sheriff's Office by reason or result of the bidder's/contractor's default.
- B. Contract: The contractor shall provide a copy of their proposed contract as part of their bid. Cobb County reserves the right to accept, reject, or modify the proposed contractor's contract.
- C. All bid responses are to be written to assure legibility, and must be audited prior to submission to ensure correctness.
- D. All bid responses submitted shall become the sole property of the Cobb County Sheriff's Office and will not be returned.

- E. **To the fullest extent allowed by law, the Cobb County Sheriff's Office requires the contractor to hold harmless and indemnify Cobb County and the Sheriff's Office against all claims made against it relating to the High Security Locking Systems Maintenance Agreement. The Cobb County Sheriff's Office cannot hold harmless or indemnify the contractor. This provision will be made a part of the final Agreement prior to execution. A separate statement shall be provided and signed to this affect.**
- F. **All or a portion of the contractor's response to this RFP shall survive and become a part of any subsequent Contract resulting from this RFP.**
- G. Contractor will have a minimum of ten (10) years experience in the field of Detention Equipment Maintenance and Repair on projects of a similar size and scope as described within.
- H. Contractor shall provide appropriately skilled and trained personnel, adequate in number, as necessary to perform the workload required to efficiently and effectively provide the services under this RFP.
- I. Contractor is required to provide written confirmation from the manufactures, that they are an authorized contractor/distributor (to include maintenance/service) prior to contract award.
- J. The contract awarded as the result of this RFP, will be for fee based contracted services. All contractors submitting proposals are directed to propose how such fee should be structured, including its amount, services to be included, what will constitute extra-cost work, parts etc. In general, the Cobb County Sheriff's Office envisions that the arrangement will have the structure and components described in this RFP.
- K. Current Customers: Contractors shall submit, with their proposal, a list of at least five (5) current customers for whom they provide High Security Locking Maintenance services in detention facilities of similar size. The list shall contain a contact person's name, address, contact number and e-mail address along with a brief description of the size and scope of this project.
- L. Litigation: **The contractor shall provide a complete listing of all litigation in which it was party during the last five (5) years and any judgments during the last three (3) years.**
- M. All expenses incurred in the preparation of the contractor's response and, if applicable, the presentation to the Sheriff's Office and/or participation in any discussions or negotiations shall be the responsibility of the submitting contractor.
- N. Failure on the submitting contractor's part to fully submit information requested shall characterize the contractor as being non-responsive and may result in the Contractor being disqualified.
- O. The successful contractor will adhere to all applicable Sheriff's Office policies and procedures when providing service within the Detention Facilities. Failure to comply with the Sheriff's Office policy and procedure may result in immediate removal of the contractor's personnel from the Detention Facilities and could result in the immediate termination of this Agreement without notice to the contractor.
- P. Cobb County reserves the right to require any of contractor's staff to submit to and successfully pass a background investigation prior to being granted access to the Detention Facilities. The Sheriff's Office further reserves the right to deny access to any person acting on behalf of the contractor, provided however that such access shall not be unreasonably withheld. Irrespective,

the Sheriff's Office reserves the absolute and final right to determine who will be admitted to the facilities.

- Q. All questions concerning the Detention Facilities Maintenance and Repair Jail High Security Locking System and specifications of this RFP shall be directed in writing to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Fax Number (770) 528-1154 E-mail: purchasing@cobbcounty.org

Deadline for questions are Tuesday, August 31, 2010 at 5:00pm

- R. All telephone conversations are to be considered unofficial responses and will not be binding. Questions regarding the REQUEST FOR PROPOSAL content should be in writing and will be responded to in writing in the form of an addendum.

- S. The contractor shall provide a copy of their two (2) latest financial reports.

- T. Terms – Definitions

- I. Sheriff's Office - Cobb County Sheriff's Office
- II. Building Maintenance Superintendent – Sheriff's designee(s) assigned to oversee and coordinate contract maintenance program
- III. Contractor – Contractor providing the proposal for this RFP.
- IV. System – For the purpose of this agreement, the high security locking system to be maintained and its components will be referred to "System"
- V. Critical Malfunction: A critical malfunction is defined as a malfunction, which renders inoperative any part of the high security locking system, deemed to be responsible for maintaining security within the Cobb County Sheriff's Office Adult Detention Facility, Cobb County Sheriff's Office Work Deployment Facility, Cobb County Sheriff's Office Annex Facility, and the Sheriff's Office Downtown Court Holding Facility. Those systems are defined as follows:
 - a. Locking Mechanism Systems (Electrical {Fail-Safe} & Mechanical {Key}) – Security Cell Door, doors leading to Day/Multipurpose Rooms, Control Rooms, Locking Security perimeter Doors, etc...
- VI. Non-Critical Malfunctions: A non-critical malfunction is defined as a malfunction of equipment, which in and of itself, does not render inoperative any other part of the high security locking System:
 - a. Locking Mechanism Systems (Electrical {Fail-Safe} & Mechanical {Key}) – Security Cell Door, doors leading to Day/Multipurpose Rooms, Control Rooms, Locking Security perimeter Doors, etc...
- VII. Confidential Information Statement: By submitting a response to this RFP, the proposed contractor acknowledges and shows that it understands that Cobb County Sheriff's Office is a government entity and any submitted proposals, or subsequent submissions are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-72, et seq.

- U. Additional Requirements

The contractor responding to this REQUEST FOR PROPOSAL shall, in addition to the previously stated requirements, acknowledge and consent to the following:

- 1) The Cobb County Sheriff's Office reserves the right to negotiate with the selected contractor for portions of the proposed work, or to solicit new proposals on the same project as Cobb County Sheriff's Office may deem necessary in its best interest.
- 2) In all matters relating to the cancellation of this RFP, Cobb County Sheriff's Office will be the sole judge of its best interest and contractor compliance with terms and conditions.
- 3) There is no guarantee that the submission of a proposal, or the acceptance of a proposal by the Sheriff's Office, will result in funding, or that reimbursement will be offered or awarded at the level proposed by the contractor. The Sheriff's Office reserves the right not to award any contracts pursuant to this RFP.
- 4) Following the review of each proposal received, Cobb County Sheriff's Office will identify one to three finalist contractors. Non-finalists will be notified in writing, by US mail. Selected finalist will be notified in writing and may be invited to come before the Evaluation Team for further questions and clarification of their proposal, and/or presentations at a scheduled time and date. Following any scheduled meeting with the finalist; checking references; and any other required analysis or research as deemed appropriate, the Evaluation Team will make its final selection, and will present its final recommendation for a successful contractor to the Sheriff. All finalists will be notified of the final results in writing by US mail.
- 5) Following selection of the successful contractor, a period of contract development will commence. Please note the Sheriff's Office reserves the right to negotiate any part or portion of a contractor's services, as noted above. A finalized Agreement with the contractor will be submitted to the Sheriff for his approval. Final approval of the contract must be secured from the Cobb County Board of Commissioners.
- 6) It is the desire of the Cobb County Sheriff's Office to seek the most cost affective method of maintaining the locking systems; therefore, at the time of the Pre-Bid meeting, a facilities site inspection shall be made. During this inspection the contractor's will have an opportunity to view the equipment to be maintained and its current state of operability. The contractors should make every effort to determine and understand the maintainability of the various systems outlined in this RFP. Based upon this inspection, the contractors shall propose an annual amount for maintaining the systems and any alternate proposals that may reduce the annual amount. Alternate proposals may include upgrading installed systems if it would lower the required maintenance and reduce the overall maintenance cost.

If additional time is required to conduct site inspection, contact Chuck Stoetzer at (770) 499-4624

- 7) Immediately after award and prior to the commencement of the contract, the contractor and Sheriff's Office Representative shall make a walk-through of the facilities covered in this RFP. At this time, the contractor shall review in detail and document the current condition of all system components.
- 8) Periodic performance inspections requirements:
 - A. For the purpose of this proposal, the contractor is to recommend periodic systems testing and/or maintenance, which may include monthly, bi-monthly, quarterly, semi-annual and annual service. Systems components are to be placed on the contractors recommended service frequency, and service/maintenance shall be detailed with a description of what work will be done. The Sheriff's Office reserves

the right to negotiate with any contractor prior to award of a contract for the actual service to be performed.

- B. The contractor shall meet quarterly (or as service needs dictate) with the Sheriff's Office Staff to determine the overall quality of contract performance.
- C. Contractor must be capable of providing Operational and Maintenance material for all the equipment to be covered under this RFP in a computerized format for implementation into a future Computerized Maintenance Management System (CMMS) that will be employed by the Cobb County Sheriff's Office.

PART II -PROPOSAL EVALUATION AND SELECTION PROCESS

An Evaluation Team, consisting of key personnel from the Sheriff's Office and other County departments, will evaluate the proposal. The lowest price proposal will not necessarily be selected. Evaluation of the proposals and selection of a successful contractor will be based on, but is not necessarily limited to, the Evaluation Team's analysis of the following criteria, which are not necessarily in order of importance:

- The proposal maintenance agreement meeting Cobb County Sheriff's Office requirements
- Contractor's ability to provide highly trained and skilled personnel to service the systems
- Contractor's qualifications and breadth of experience in the area of expertise required to execute this RFP
- Contractor's billing rate structure
- Contractor's references
- Technical compliance with the RFP specification
- "Best overall fit" of contractor's proposed technical solutions to Sheriff's Office operation requirements
- Contractor's proven and successful previous experience with similar projects
- Staffing that contractor will devote to this project
- Contractor's ability to meet Sheriff's Office contract requirements
- Contractor's knowledge and familiarity with systems deployed within the facility
- Cost of proposal
- Project plan, schedule and general approach
- Contractor's general financial strength and stability in the industry

The County will make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

PART III - SERVICE TO BE PERFORMED

A. GENERAL SERVICE REQUIREMENTS:

- 1) The scope of Work: The Sheriff's Office seeks services for the maintenance and repair of the existing locking systems at the Sheriff's Office Facilities. The Sheriff's Office high security locking systems suffers from wear and tear, excessive components tolerances, a harsh environment, fatigued steel components, age, challenges by inmates, etc. that results in significant upkeep challenges. The scope of the maintenance agreement includes all maintenance and repair of the facility high security locking systems. This agreement does not supplement existing in-house maintenance and repair. Services will include response to normal breakdowns and troubleshooting situations, emergency type calls and scheduled service visits.
- 2) The contractor shall preserve and maintain all high security locking systems covered by this Agreement in a safe, complete and continually usable and functioning condition, for which each system was designed, constructed, improved, altered, or repaired.
- 3) The contractor shall provide preventive maintenance service for the following facilities:
 - A. Detention Facility – Building A-84, 1825 Bill Hutson Way, Marietta, GA 30008
 - B. Detention Facility – Building B-97, 1827 Bill Hutson Way, Marietta, GA 30008
 - C. Detention Facility – Building C-Tower, 1811 Bill Hutson Way, Marietta, GA 30008
 - D. G Pod/Warehouse, 1823 Bill Hutson Way, Marietta, GA 30008
 - E. Jail Administration, 1831 Bill Hutson Way, Marietta, GA 30008
 - F. Detention Facility – Work Release Facility, 1833 Bill Hutson Way, Marietta, GA 30008
 - G. Sheriff's Annex, 1879 County Services Parkway, Marietta, GA 30008
 - H. Cobb County Sheriff's Office Court Holding Facility, 185 Roswell Street, Marietta GA 30008
- 4) The following listed Systems and associated equipment is included in this Agreement and will be serviced and maintained as required. System components are:
 - A. Complete Locking Mechanism for Cell Blocks, Day/Multipurpose, Control Rooms and Locking perimeter Doors
 - B. The information for the Folger Adams locks currently being used:
 - I. 120M Electro-Mechanical
 - II. 110-05 Mechanical
 - III. Qty - 96 cylinders
 - C. The information for the Southern Steel locks currently being used:
 - I. 1012AM and 10120M Electro-Mechanical
 - II. 10110 Mechanical
 - III. Qty - 96 cylinders
- 5) The contractor's work shall include preventive maintenance, corrective maintenance, cleaning, inspection, testing, and other tasks as required maintaining the system in proper operating condition. The contractor shall provide routine repair for non-critical malfunctions in specified systems. Repairs of all types of failures and damages shall be provided under this Agreement, excluding those as a direct result of fire, flood, earthquake, acts of war or riots.
- 6) The contractor agrees that, due to the nature of the detention facilities, normal wear and tear includes an expected amount of malicious damage. The contractor agrees to repair such damage as part of the

services provided under the base contract amount. Only widespread malicious damage as a direct result of full-scale riots shall justify extra payment to the contractor.

- 7) The contractor shall provide all required labor to perform all work outlined above.
- 8) Parts will be billed separately from labor at the agreed upon unit pricing. This unit price will be effective for one year. Contractor will establish and update the unit price per repair part in accordance with attachment "C". Billing for parts not included on price list shall be supported by the actual invoice to Contractor.
- 9) Contractor shall not undertake work considered as out-of-scope services without specific written consent from the Sheriff's Office Detention Facility Commander.
- 10) Response, and repair times:
 - A. Critical malfunctions: Technician on-site within four (4) hours of call, with malfunction resolved within eight (8) hours or next day of call.
 - B. Non-critical malfunctions: Technician on-site the same or next day of call, malfunction resolved within four (4) working days of call.
 - C. Any repairs that cannot be resolved in the above listed times shall be reported to Sheriff's Office staff as soon as possible with reasons why the repair cannot to accomplished with the time allowed, and a plan as to how and when the repair will be completed. (Lack of critical components shall not be an acceptable reason)
- 11) Parts and Materials List:
 - A. Attached is a list of system parts and components for all facilities.
 - B. The parts lists are not all inclusive of all installed systems and are provided as an aid to assist the contractor in developing a maintenance proposal.
 - C. During the Pre-Bid Meeting, the contractor shall be given the opportunity to review the equipment to be maintained.
- 12) Reports and Records:
 - A. The contractor's technician(s) shall verbally appraise the Building Maintenance Superintendent as to the work that is being performed. In addition, written documentation shall be maintained regarding maintenance work, parts replacement and all relevant information. A copy of the report will also be provided with the monthly invoicing and/or any out of scope invoice.
 - B. The contractor's technician shall provide a written closeout report to the Building Maintenance Superintendent within three (3) working days after completion of the repair. The report shall indicate the cause of the malfunction, corrective action taken, and system status at the completion of the repair work. A copy of the report will also be provided with the monthly invoicing and/or any out of scope invoice.
 - C. If, after on-site troubleshooting, the contractor's technician determines the service/repair is not covered under the approved maintenance contract, the contractor shall notify the Building Maintenance Superintendent for authorization to proceed with the work and to charge the Sheriff's Office for actual travel time to the site plus time and material charges for actual on-site time to render the repair. Such additional service will require approval by the Detention Facilities Commander.
- 13) Failures and Omissions: The contractor agrees that the occurrence of any act or omissions listed below would constitute a violation of the contract agreement:
 - A. Failure to dispatch trained system technician as outlined in Part III, A.9.a, b, and c.

- B. Failure to maintain complete records of all hours worked by contractor's technician at the Cobb County Sheriff's Office Detention facilities as per the RFP.
- C. Failure to maintain documentation on system maintenance, spare parts, and work performed.

B. CONTRACTOR QUALIFICATION AND PROPOSAL REQUIREMENTS:

- 1) Be a Detention Equipment Maintenance and Repair contractor, with a proven experience in maintaining comparable installations of this size, type, and scope within the last ten (10) years.
- 2) Maintain the appropriate contractor's and other licenses required to perform the type of work stipulated by this specification in the State of Georgia and County of Cobb in which the project is located. Contractor must present documented proof of certifications and licenses associated with highly qualified Detention Equipment Contractors such as NEC training, Contractors License and High Voltage Control Circuit Training
- 3) Employ factory - trained personnel in the installation, operation, and maintenance of the locking systems. At least one (1) member of the maintenance team shall have a minimum of five (5) years experience in the installation, operation, and maintenance of the locking system.
- 4) Provide twenty-four (24) hour support services from an existing operation center within fifty (50) driving miles of the Sheriff's Office Facilities. The scope of the services envisioned in this RFP is such that the contractor may want to consider site staff.
- 5) Provide emergency service within four (4) hours of notification.
- 6) Be capable of maintaining an inventory of spare parts and other items critical to the system operation (and as necessary to meet emergency service requirements of this project) within the local service center or on-site to allow for minimal downtime of critical elements of the Sheriff's Office Security and Electronic Systems.
- 7) In the event of the contractor's technician becomes unable to complete any repairs in accordance with the contract agreement documents or to the satisfaction of the Detention Facility Commander due to a lack of understanding of equipment, systems or services required by the maintenance agreement, it shall be the responsibility of the contractor to retain the services of the applicable manufacturers' representatives or other qualified contractor to expeditiously complete the work in accordance with the critically of the system failure (with no additional cost to the Sheriff's Office).
- 8) The contractor will provide operational training for Sheriff's designated staff throughout the contract period, as necessary.

C. CONTRACTORS RESPONSIBILITIES:

- 1) The contractor shall study all locking system documentation and become completely familiar with the systems to be maintained.
- 2) The contractor is responsible for maintaining an adequate and accessible inventory of spare parts necessary to repair or replace malfunctioning critical equipment within specified repair times.
- 3) All cost to Sheriff's Office shall be clearly and precisely spelled out in the proposal documents. The contractor shall furnish, install, operate, and maintain in acceptable condition, all other equipment, materials, and supplies necessary for performance under this contract.

- 4) All materials, replacement parts tools and equipment used by the contractor shall be listed in the contract, where such listing is available and applicable. All materials and replacement parts shall be identical to the originals and new at the time of their use within the system, except as approved by Building Maintenance Superintendent. No "proprietary" materials/parts are to be used unless that is identified as single "sole source" available parts. In such case, the contractor shall identify the supplier/manufacturer.
- 5) The contractor shall take adequate means to protect all finished parts, materials, and equipment against damage from any cause during the progress of the service work.
- 6) Material or equipment damaged by the contractor shall be replaced or refinished at no expense to the Sheriff's Office.
- 7) Working in detention facilities will require that the contractor carefully control all tools and equipment. Work must be accomplished in such a manner as to minimize the possibility of introducing contraband into the inmate areas.

PART IV: INSURANCE AND BOND REQUIREMENTS

- 1) The contractor is required to furnish a bid bond in the amount of 5% of the total bid for Year one of the contract period. The bid bond shall be forfeited to the Cobb County Sheriff's Office as liquidated damages upon the failure of the bidder to execute an Agreement awarded to the bidder or upon the failure of the bidder to furnish any required performance or payment bonds in connection with a contract being awarded within thirty (30) days.

Liquidated damages will be specified in this Agreement and are not a penalty, but a sum stipulated by the contractor and the Cobb County as a reasonable pre-estimate of probable loss. In the event of a breach by the contractor, it would be difficult or impossible for an accurate estimation of damages and/or injuries sustained by the Cobb County. Therefore, the parties have agreed to be bound by this agreement for liquidated damages, the parties assert that the amount of liquidated damages set forth herein are fair and equitable; and have a rationale basis for calculating the non-breaching parties damages and/or injuries.

A five percent (5%) bid bond, one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

- 2) Insurance requirements. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses

related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverage

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor. Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

PART V - RESPONSIBILITIES OF THE SHERIFF'S OFFICE

- 1) The Cobb County Sheriff's Office shall be responsible for submitting security related forms required to be filled out by the successful contractor for their personnel to work on site and to conduct criminal history checks.
- 2) The Cobb County Sheriff's Office shall not unreasonably deny entrance of contractor personnel to the facility.
- 3) The Sheriff's Office shall have the responsibility to make the contractor aware of all Sheriff's Office and Detention Center policy, procedures, and guidelines in as much as it affects contractor personnel.
- 4) Furnish all necessary information and documentation about the operation and installation of the existing systems.
- 5) Provide contractor with adequate and safe means for access to difficult areas; advanced notice shall be required from contractor.
- 6) Provide on-site, spare parts storage space for contractor; the contractor shall strictly control access to these parts. However, contractor shall provide access and the Sheriff's Office shall maintain the right to access.
- 7) Provide direction for contractor technicians in the event of disturbances inside the facility via Detention Staff. Contractor technicians shall immediately follow the direction of the Detention Staff in such circumstances.
- 8) The Building Maintenance Superintendent shall immediately notify the contractor if a contractor's technician is unacceptable for admission into the facilities. Contractor shall immediately remove technician from the facilities.
- 9) Access into and out of the Sheriff's Office Detention Facilities for contractor's technicians are subject to security requirements. The Sheriff's Office has the absolute right to exclude from any facility anyone at anytime for any reason whatsoever, and to redirect contractor's technician from place to place within the Facilities when deemed appropriate by this agency. If proper access is denied, the time requirements set forth herein shall not be enforced and no liquidated damages shall be assessed.
- 10) All property furnished by the Sheriff's Office under this contract shall remain the property of this agency. Upon termination of the contract, the contractor shall render an accounting of all such property that has come into its possession under this contract.
- 11) The Sheriff's Office property shall be used only for official agency business in the performance of this contract.

PART VI: LIMITATIONS REGARDING SHERIFF'S OFFICE RESPONSIBILITY

The Sheriff, Sheriff's Office, Sheriff's deputies, and/or employees shall not be responsible for any injuries; damages; sickness; diseases; emotional stress or trauma; harassment; or loss of income to contractors property or personnel as a result of riots; escape attempts; escaped inmates; fights; jail take-overs; or criminal acts of inmates during the term of this contract and for a period of four (4) years immediately following the termination of this contract.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

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

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

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

II. Delivery

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

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received by 5:00 pm on the seventh (7th) working day prior to bid opening in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

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

IV. Submission of Proposals

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

Unsigned proposals will not be considered.

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

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

V. Withdraw Proposal Due To Error

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

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

VI. F.O.B. Point

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

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Award

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

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single

proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

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

IX. County Furnished Property

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

X. Rejection of Proposals

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

XI. Contract

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

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

XII. Delivery Failures

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

XIII. Non-Collusion

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

- (a) The prices in the proposal have been arrived at independently without

collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

XIV. Conflict Of Interest, Etc.

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

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

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

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

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

XV. Default

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

XVI. Disputes

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

XVII. Substitutions

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

XVIII. Ineligible Proposers

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

XIX. General Information

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

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

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

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

XXI. Uniformity of Proposal

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

XXII. Request Additional Information

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

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

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

XXIII. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXIV. Proposal/Presentation Costs

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

XXV. Proposal Format

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

XXVI. Indemnification/Hold Harmless

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

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

XXVII. Proposal Evaluation

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

1. Evaluation Responsibility

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

2. Presentations

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

3. Evaluation Criteria

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

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

XXVIII. Multi-Year Contract Provisions

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

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

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

XXIX. Proposal Requirements

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

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

XXX. Cover Letter/Executive Summary

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

XXXI. Project Team

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

XXXII. Special Terms And Conditions

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

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

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

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

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

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

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

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

XXXIV. Compliance with Georgia Security and Immigration Compliance Act
(Effective 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:

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

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees 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: _____

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

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

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

Name of Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

MBE Certification Number: _____

Name of Organization Certification _____

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

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

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

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

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

***** Instructions *****

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

Cobb County Purchasing Department,
Attn.: DBE Report

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

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

EXHIBIT C
Cobb County Government Disadvantaged
Business Enterprise Participation Report

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

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

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product:

Description of Purchased Service/Product:

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

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

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

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

Submitted by: _____
 Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

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

ATTACHMENT A – HARDWARE AND EQUIPMENT LIST:

Detention Facility

Hardware and Equipment Manufacture Quantity

Renovated Detention Facility (New Side)

Original Detention Facility (Old Side)

Work Deployment Facility

Annex Facility

Downtown Court Holding Facility

ATTACHMENT B – REPAIR PARTS LIST:

<u>Items</u>	<u>Quantity</u>	<u>Description</u>
---------------------	------------------------	---------------------------

ATTACHMENT C – REPAIR PARTS UNIT PRICE: (Prepared by Contractor)

Description

Repair Parts Number

Unit Price

ATTACHMENT "D"

Pricing Proposal Cover Sheet

**Request For Proposal
Detention Facilities Maintenance and Repair
Jail High Security Locking System
Cobb County Sheriff's Office**

Sealed Bid Number: 10-5518

Name & Title of Proposal Point of Contact:

Telephone Number:

The Cobb County Sheriff's Office shall pay and the contractor shall accept, as full and complete payment for all of the Work required herein, the fee base sum of \$_____ for Year One of the contract term. The sum set forth in this paragraph shall constitute the Contract Price, which shall not be modified except by Change Order.

Fee base sum of \$_____ for Year Two of the contract term. The sum set forth in this paragraph shall constitute the Contract Price, which shall not be modified except by Change Order.

Fee base sum of \$_____ for Year Three of the contract term. The sum set forth in this paragraph shall constitute the Contract Price, which shall not be modified except by Change Order.

The contractor should include its fee base and any extra cost work/parts etc.

List and reference structured costs for each major line item. A line item cost breakdown supporting this bid is required.

Line Item Total Price Description