



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 / FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

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

Any bid 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 delivered to:

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

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**
 - ▶ *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.*
- **BID BOND**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

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 routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: MARCH 24, 2011

Sealed bids from qualified contractors will be received before 12:00 NOON, March 24, 2011 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 # 11-5561
CCT BUS STOP, TRANSFER CENTER, PARK AND RIDE LOT
MAINTENANCE AND CLEANING
COBB COUNTY DEPARTMENT OF TRANSPORTATION

PRE-BID/PROPOSAL MEETING: MARCH 9, 2011 @ 10:00 A.M.
COBB COUNTY COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA 30090

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

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

All contractors wishing to submit bids for this work must submit a qualification statement form (in bid package) to be considered. 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.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

No proposal may be withdrawn for a period of sixty (60) 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 bids, to waive informalities and technicalities, to reject portions of the bids, 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.

Advertise: FEBRUARY 25, 2011
 MARCH 4, 11, 18, 2011



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 11-5561
CCT BUS STOP, TRANSFER CENTER, PARK AND RIDE LOT
MAINTENANCE AND CLEANING
COBB COUNTY DEPARTMENT OF TRANSPORTATION

DELIVERY DEADLINE: MARCH 24, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: MARCH 24, 2011 @ 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 Bid Number **11-5561**; 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 60 days 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: FEBRUARY 25, 2011
MARCH 4, 11, 18, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 11-5561 DATE: March 24, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: CCT Bus Stop, Transfer Center,
Park and Ride Lot Maintenance and Cleaning

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



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 11-5561

**CCT BUS STOP, TRANSFER CENTER, PARK AND RIDE LOT
MAINTENANCE AND CLEANING**

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

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

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

Please PRINT the following:

Company

Representative

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



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 11-5561
CCT BUS STOP, TRANSFER CENTER, PARK AND RIDE LOT
MAINTENANCE AND CLEANING
COBB COUNTY DEPARTMENT OF TRANSPORTATION**

BID OPENING DATE: MARCH 24, 2011

**PRE-PROPOSAL CONFERENCE: MARCH 9, 2011 @ 10:00 A.M. (E.S.T.)
COBB COUNTY COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA 30009**

**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 1 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 96221, 98856

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.

**INVITATION TO BID
BUS STOP, TRANSFER CENTER, PARK AND RIDE LOT
MAINTENANCE AND CLEANING
COBB COMMUNITY TRANSIT
COBB COUNTY DEPARTMENT OF TRANSPORTATION
SEALED BID #11-5561**

Bids from qualified Contractors will be received for furnishing all labor, materials, and equipment and other things necessary pursuant to the drawings, specifications, supplemental information, and addenda for the Bus Stop, Transfer Center, Park and Ride Lot Maintenance and Cleaning.

Bids must be submitted to Cobb County Purchasing Department at the following address **before 12:00 Noon, March 24, 2011**. Bids delivered after the appointed time and date will not be considered.

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008

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

1. INTRODUCTION

The Cobb County Department of Transportation (CCDOT) is requesting bids from qualified Contractors for furnishing all labor, materials, and equipment and all other items necessary pursuant to the specifications and supplemental information for the cleaning and maintenance of Cobb Community Transit transfer centers, park and ride lots, County shelters and bus stops. **Transfer centers and park and ride lots are listed within this document. A complete list of bus stop locations will be provided to the successful bidder. Contractors are encouraged to do a site inspection of the bus stops, transfer centers, and park and ride lots.**

All Contractors wishing to submit bids for this work must submit a qualification statement form as well as other documents listed and described in the bidding document to the Cobb County Purchasing Department with their bid in order to be considered.

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

2. INSTRUCTIONS

2.1 Information Requirements

In order to be considered for this project, Contractors must submit the following information:

- A. Bid Transmittal Letter (Complete and submit Attachment 11)

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

B. Information on Contractor

- Name of Contractor
- Contact Person
- Address
- Phone and fax numbers

C. Bid Form (Complete and submit Attachment 14)

D. References A list of a minimum of three references must be submitted to be considered completely responsive. References must be of work similar in nature to that of the work described in this solicitation.

E. Required Certifications/Forms

This project will be funded in part with Federal Transit Administration funds. All certifications must be completed and submitted with this bid. Failure to provide all the required certifications and information may cause the bid to be rejected and considered non-responsive.

2.2 Bid Submission

Contractors must submit one original and two (2) copies of their complete bid in one sealed envelope. Please label envelope Sealed Bid #11-5561, Cobb Community Transit, Bus Stop/Transfer Center, Park and Ride Lot Maintenance and Cleaning” and show the name and address of the firm proposing.

A Pre-Bid Conference is scheduled for March 9, 2011 at 10:00 am at 463 Commerce Park Drive, Suite 114, in the Training Room. All Contractors are encouraged to attend.

Cobb County reserves the right to reject any or all bids, or, where it may serve the best interest of the County, to request additional information or clarification from Contractors. The County, at its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all bids. Any questions regarding this solicitation shall be in writing and directed to:

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

Deadline for question submittal is March 15, 2011 at 5:00 pm

2.3 Bid Effective Period

Each bid shall remain open for a period of sixty (60) days beginning with the date that bids are opened.

2.4 Reserved Rights

The County reserves the right to reject any or all bids and to waive what it considers to be informalities and minor irregularities in bids received.

2.5 Protests

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

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

2.6 Contract Period

Any Contract awarded as a result of bids submitted under this sealed bid shall begin on July 1, 2011 and extend for a full twelve (12) months.

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

2.7 Option to Extend the Term of the Contract

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options).

2.8. Award

The competency and responsibility of bidders will be considered by the Owner in making the award. No bid may be withdrawn for a period of **60 days** after the date of the Bid Opening. The Board of County Commissioners reserve the right to reject any and all bids, to waive any informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the interest of the Owner and the laws of the State of Georgia.

3. CONTRACT REQUIREMENTS

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

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

An Annual Overall Disadvantaged Business Enterprise goal of 7% percent has been established of which any DBE utilization will count toward the overall goal. The selected firm may utilize one or more firms in a prime-sub arrangement in order to count toward this goal, details provided in Attachment 1.

Certain clauses and certifications including, but not limited to, the following will be required in the Contract:

- Access to records
- Federal changes
- Clean air
- Termination
- Government debarment (executed certification required)
- Lobbying
- Clean Water
- Breaches and dispute resolution
- Seismic safety requirements
- Clean water
- Incorporation of FTA terms
- Civil rights
- Lobbying disclosure (executed certification required)
- Immigration compliance (executed certification required)

3.1 Independent Contractor Status

Under the Contract, the Contractor shall be an independent Contractor and not an agent of the County or the Board of Commissioners. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship

between any subcontractor or supplier and the County by virtue of the Contract with the Contractor. No provision of this Contract shall be for the benefit of any party other than the County and the Contractor.

Licenses and Permits

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

Insurance and Bonding

The Contractor shall procure and maintain, or cause others to procure and maintain, for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors or authorized County transit staff, including but not limited to the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at County owned or leased transfer centers, park and ride lots or bus stops.

Performance bond and labor and material payment bond, or other security instruments 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 bond limits equal to or in excess of those required for this project; or otherwise acceptable to the owner.

Attorneys-in-fact who sign bonds shall file with the bond a certified copy of their power-or-attorney to sign such bond. This Certificate shall include date of bond and shall be written by a surety company acceptable to the Owner and licensed to do business in the State of Georgia

Bid security in the form of a bid bond, cashier's check or certified check for not less than 5% of the base bid for year one pricing must accompany each bid. The successful bidder's security will be retained until signed Contract and required certificates of insurance and bonds have been received by the Owner. No other form of bid security will be accepted.

The Owner reserves the right to retain the bid securities of all bidders until the successful bidder enters into a contract with the Owner or until **60 days** after bid opening, whichever is sooner. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a contract or is unable due to the inability to timely provide insurance certificates, bonds, etc., to enter into a contract with the Owner; the Owner may retain the bid security as liquidated damages but not as a penalty.

Prior to signing the Contract, the Owner will require the successful bidder to secure and post a **Labor and Material Payment Bond (AIA Document, A311) and a Performance Bond (AIA Document, A311)**, each in the amount of 100% of the Contract Sum, or other instrument as allowed by law.

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

Contractor shall maintain limits no less than:

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 Coverages.

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 and 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 Coverages: 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 a 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 an additional 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.

4. **SCOPE OF WORK**

- The Contractor is responsible for emptying all trash cans, replacing the trash can liner, removing all ground debris, and weed whacking, if necessary, at every CCT bus stop, including bus stops that have a County-owned bus shelter. The Contractor is NOT responsible for emptying trash cans, replacing trash can lines, or debris removal at Advertising Bus Shelters.
- The Contractor is responsible for emptying and cleaning trash receptacles and removing trash and litter at the Marietta Transfer Center and adjacent surrounding areas, and at the Cumberland Transfer Center and adjacent surrounding areas. Cleaning should include removal of all materials/debris both natural and human made (e.g. cigarette butts, pine straw, leaves, debris).
- The Contractor is responsible for emptying and cleaning trash receptacles and removing trash and litter from CCT Park and Ride lots as listed below.
- The Contractor is responsible for making structural repairs, improvements and cleaning of all CCT bus shelters and stops. The Contractor **is not** responsible for making structural repairs to advertising shelters.
- There are a total of 545 bus stops; two transfer centers and five park and ride lots. A list of bus stops and shelters is included within the document. A list of bus stops is included as an attachment.

Potential bidders are encouraged to drive each bus route for the purpose of learning the exact distance of the routes as well as the distance between stops and shelters.

Hazardous conditions such as damaged shelter/benches or facilities will be responded to as quickly as possible, no longer than twenty-four (24) hours after being reported.

Although the list below is intended to be a comprehensive list of tasks, the contractor may be called upon to complete tasks not listed below.

The Contractor will be responsible for labor and materials used in the performance of this work including all mounting material when needed.

The County may, at its discretion, may add trash receptacles to bus stops that are not equipped with one, or increase the number of trash receptacles at a bus stop.

A 5% penalty will be assessed for failure to comply with the task frequency timetable. The penalty will be assessed per task and per incident.

Installation or removal of bus stop signs MUST be done within five business days from receipt of request.

Task	Frequency
Empty and clean trash receptacles and remove trash and litter from surrounding areas at the <u>Marietta Transfer Center</u> . Cleaning should include all materials/debris both natural and human made (e.g. cigarette butts, pine straw, leaves, debris).	Once Per Day 6 days per week. Monday – Saturday. Cleaning shall be done at 5:00AM
Empty and clean trash receptacles and remove trash and litter from surrounding areas at <u>Cumberland Transfer Center</u> . Cleaning should include all materials/debris both natural and human made (e.g. cigarette butts, pine straw, leaves, debris).	Once Per day 6 days per week. Monday – Saturday. Cleaning shall be done at 5:00 AM.
Clean fence line along South Marietta Parkway adjacent to Marietta Transfer Center and Marietta Park and Ride Lot fence line.	One day per week – Monday
The Contractor is responsible for emptying all trash cans at every CCT bus stop, including bus stops that have CCT bus shelters replacing the trash can liner, removing all ground debris, and weed whacking, if necessary. <u>The Contractor is NOT responsible for emptying trash cans, replacing trash can lines, or debris removal at Advertising Bus Shelters.</u>	Weekly
The Contractor will be responsible for making structural repairs and improvements to CCT bus shelters and stops. The Contractor is not responsible for making structural repairs to advertising shelters. Please price per panel for replacing shelter glass including all installation labor costs.	Upon Request.
Clean litter and debris at Acworth Park & Ride Lot.	Weekly
Clean litter and debris at Busbee Park and Ride.	Weekly
Clean litter and debris at Marietta Park and Ride Lot.	Weekly
Clean litter and debris at Johnson Ferry Park and Ride Lot.	Weekly
Clean litter and debris at Mableton Park and Ride.	Weekly
Clean litter and debris at fuel island, wash bay and bus parking area at CCT Operations and Administrative Facility.	Every two weeks
Install bus stop sign. Please price per installation.	Upon Request
Remove bus stop sign. Please price per removal.	Upon Request
Install bench at shelter or bus stop. Please price per installation.	Upon Request
Install concrete bench pad. Please price per installation.	Upon Request
Install concrete shelter pad. Please price per installation.	Upon Request
Salt transfer centers and park and ride lots in inclement weather	Upon Request

Task	Frequency
Power wash the concrete pavement and passenger shelter at the Marietta Transfer Center. (48 hour advanced notification is required)	Quarterly
Power wash the concrete pavement and passenger shelter at the Cumberland Transfer Center. (48 hour advanced notification is required)	Quarterly
Power wash the concrete pavement and passenger shelter at the Busbee Park and Ride Lot. (48 hour advanced notification is required)	Quarterly
Power wash the passenger shelter at the Acworth Park and Ride Lot (48 hour advanced notification is required)	Quarterly
Power wash the passenger shelter at the Mableton Park and Ride Lot (48 hour advanced notification is required)	Quarterly
Inventory all bus stops including County and Cities	Upon Request
Inventory all bus shelters including County and Cities	Upon Request
Install additional or replacement trash receptacles. Please price per installation.	Upon Request

Cobb Community Transit reserves the right to increase or decrease the frequency of tasks based upon 30 days written notice.

Address of Transfer Centers

MTC [Marietta Transfer Center]	900 S. Marietta Parkway, Marietta, GA 30060
Cumberland Transfer Center	2996 Cumberland Boulevard, Atlanta, GA 30339

Address of Park and Ride Lots

Acworth Park & Ride	6045 Lake Acworth Drive, Acworth, GA 30101
Busbee Park & Ride	3221 Busbee Drive NW, Kennesaw, GA 30144
Johnson Ferry Baptist Park & Ride	955 Johnson Ferry Road NE, Marietta, GA 30066
Mableton Park & Ride	5339 Floyd Road, Mableton, GA 30126
Marietta Park & Ride	800 S. Marietta Parkway, Marietta, GA 30060

Cobb County General Instructions For Bidders, Terms and Conditions

I. Preparation Of Bids

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

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.

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

Invitations to Bid (ITB) issued by Cobb County are advertised on the Cobb County Internet site, www.purchasing.cobbcountyga.gov and every Friday in the Marietta Daily Journal.

II. Delivery

Each bidder should state the 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 Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received **by 5:00 pm March 15, 2011** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid 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 bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will

not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

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 any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid 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 bid, 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 bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid 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 bid was submitted.

VI. Testing and Inspection

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

VII. F.O.B. Point

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, 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 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.

VIII. 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 contract, for which the contractor is not the patentee, assignee or licensee.

IX. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may 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 Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

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. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

X. 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 replacement 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 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 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 delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XI. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XII. Rejection of Bids

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

XIII. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. 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. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

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

XIV. Non-Collusion

By submission of a bid, the vendor 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 vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

XV. Conflict of Interest, Etc.

By submission of a bid, the responding firm 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 ITB, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this ITB, 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 ITB.

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

- (a) The prices in the bid 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 bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

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 Sub-sections above.

XVI. 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 contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either 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 his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XVII. 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.

XVIII. Substitutions

Bidders 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 bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XIX. Ineligible Bidders

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

XX. Alterations of Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXI. Termination for Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXII. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXIII. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and 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 firm or sub-consultant; 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 by 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.

XXIV. 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.

XXV. 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.

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: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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 Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
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.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
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
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month 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 a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

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

Submitted by: _____
Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

REQUIRED CERTIFICATIONS/ATTACHMENTS

The following certificates/attachments must be filled out completely, signed and returned with the bid. Any form submitted marked NA must include an accompanying statement indicating why the form is Not Applicable. Any form not completed, signed and returned with the bid will cause the bid to be rejected and considered nonresponsive and will not be considered.

ATTACHMENT 1

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM **49 CFR PART 26**

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

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

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

I. Policy - It is the policy of the Cobb Community Transit that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts.

Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Bidders shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.

II. DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

III. Compliance - All bidders, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Cobb Community Transit. Agreements between a bidder/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.

IV. Sub-contract Clauses - All bidders and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.

V. Additional Terms And Conditions

(A) DBE Goal:

An Overall Annual Goal has been established at 7% in which any DBE participation on this contract will count toward meeting that goal.

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

BIDDERS/PROPOSERS, also agree to provide any additional information requested by Cobb

Community Transit to substantiate DBE participation, including but not limited to, the written

subcontract agreement between prime bidder and each subcontractor for the work relative to this project.

(B) DBE Substitutions:

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

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

(C) Contract Award Criteria:

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

1. Subject to other applicable provisions herein, bids or proposals will be considered incomplete, and ineligible to receive a contract award unless the following forms (copies are a part of the bid documents) are completed and submitted with the bid:

- (a) DBE Form 1 – Schedule of DBE Participation Form
- (b) DBE Form 2 – DBE Contractor Affidavit Identification
- (c) DBE Form 3 – Letter of Intent to perform as a Disadvantaged Business Enterprise Subcontractor. One form for each DBE subcontractor listed on DBE Form 1 must be completely filled out and executed by the proposed subcontractor. Failure to submit this with the bid may preclude the bidder from award. Forms are supplied with the contract documents.
- (d) DBE Form 4- DBE Unavailability Certification must be submitted with the bid proposal, if the DBEgoal is not met.

2. Cobb Community Transit will count toward the established DBE project goal only those firms which are certified as a DBE at bid opening. For information regarding the DBE certification process, please contact the Georgia Department of Transportation.

(D) Reporting Requirements:

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

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

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

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

VI. Acceptable Good Faith Efforts - If any bidder fails to meet the DBE goals for this solicitation, the bidder shall submit, with the bid, proof of good faith efforts, using the guideline listed in Appendix A to 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals. (See DBE Form 4 which must be submitted with bid)

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

- (1) Whether the bidder attended any pre-solicitation or pre-bid meetings which were scheduled by Cobb Community Transit to inform DBEs of contracting and subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- (4) Whether the bidder followed up initial solicitations of interest by contracting DBEs to determine, with certainty, whether the DBEs were interested;
- (5) Whether the bidder selected portions of work to be performed by DBEs in order to increase his/her chances of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- (8) Whether the bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by Cobb Community Transit or contractor, and
- (9) Whether the bidder effectively used the services of available minority and women community organizations; minority and women contractors' groups; local, state and Federal

minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of socially and economically individuals.

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

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

General Instructions

1. Contract Goal - Bidders who fail to achieve the contract goal(s) stated in the bid document must provide (with the bid) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the bidder as outlined in DBE Form 4.

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

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

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

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

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

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

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

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

Name of Bidder: _____

Project: _____

Project No.: _____

Bid No: _____

Total Bid Amount: _____

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

DBE PARTICIPATION TOTAL VALUE _____ \$

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

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

Sworn to and subscribe before me, this ____ day of _____, 20__.

_____ (SEAL) Name (Typed) _____

NOTARY PUBLIC

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

DBE FORM 2 (Reproduce as necessary)
DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____
(Title - Owner, President, Co-Venturer, etc.)

and duly authorized representative of _____
(Name of Firm)

whose address is _____

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

This firm is interested in quoting/bidding on the following categories of work being procured for _____
_____.

This firm has current DBE certification from the following agencies:

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

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

(Date) (Affiant)
STATE OF _____ COUNTY OF _____

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

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

(SEAL)

My Commission Expires _____

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

DBE FORM 3 (Reproduce as necessary)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of General Contractor Proposing)

PROJECT: _____

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

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

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

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

at the following price: \$ _____.

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

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

*

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

DBE FORM 4 (Reproduce as necessary)

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

I, _____,

of _____, certify that on the dates below,

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

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

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

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

GOOD FAITH EFFORT REQUIREMENT

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

signature

date

End of Section

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATE

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

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

Date: _____ By: _____

Proposer: _____

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 3

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

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

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

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

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

Signature of Authorized Official

Witness

Title of Authorized Official

Date

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 4

INELIGIBILITY CERTIFICATE

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

Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 5

CERTIFICATION OF CONSULTANT DRUG-FREE WORKPLACE

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

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

Date

Signature

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 6

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

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

Date: _____

Signature of Authorized Agent

Name/Title of Authorized Agent

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 7

NON-SEGREGATED FACILITIES

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

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

Contractor

Signature

Name and Title of Signer

Date

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 8

BUY AMERICA

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

Certificate of Compliance

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

Note:

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 9

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Consultant’s Authorized Agent: _____

Name and Title of Consultants Authorized Agent: _____

Date: _____ Telephone #: _____

Firm of Company Name: _____

Address: _____

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

**ATTACHMENT 10
CONTRACTORS QUALIFICATION STATEMENT**

1. CONTRACTOR

Name of Contractor:

Address of Contractor:

Primary Contact Person:

Telephone & Fax Number:

Email:

2. BANK REFERENCE

Primary Bank:

Relationship office responsible for account:

Telephone & Fax Number:

Email:

3. BACKGROUND

Has Contractor ever done business under a different name?

If so, provide name (s):

Prior Projects with Cobb County:

4. SIMILAR PROJECT EXPERIENCE

A. Name of project: _____

Address of project: _____

Contact person or Owner: _____

Telephone: _____ Fax _____

Email: _____

B. Name of project: _____

Address of project: _____

Contact person or Owner: _____

Telephone: _____ Fax _____

Email: _____

C. Name of project: _____

Address of project: _____

Contact person or Owner: _____

Telephone: _____ Fax _____

Email: _____

CONTRACTOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

#_____, Dated __/__/

#_____, Dated __/__/

#_____, Dated __/__/

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Project Manual.

Bidder: _____

Signed: _____

Title: _____

Address: _____

License #: _____

Bond Company: _____

Agent: _____

Type of Business Entity:

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

My being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 11

BID SUBMITTAL LETTER

The undersigned, _____, hereby submits its bid proposal to furnish all labor, materials, and equipment _____, delivered to the undersigned by Cobb County, Georgia.

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

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Transmittal Letter this _____ day of _____, 201__.

By

Title

Sworn to and subscribed before me the _____ day of _____, 201__.

Notary Public

My Commission Expires:

Date

ATTACHMENT 12

Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS *(Effective 10-28-2010 - Supersedes All Previous 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 as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **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, THE BID WILL BE DETERMINED TO BE 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)**

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, the bid will be determined non-responsive and will be disqualified.

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 Employment Eligibility Verification (EEV) 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 (E-Verify) Program User ID Number

EEV Program Date of Authorization

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: _____

Effective 10-28-2010

**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 Employment Eligibility Verification (EEV) 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 this Subcontractor Affidavit form (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 (E-Verify) Program User ID Number

EEV Program Date of Authorization

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: _____

Effective 10-28-2010

IMMIGRATION COMPLIANCE CERTIFICATION
(Required 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:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public
Commission Expires: _____

Effective 10-28-2010

ATTACHMENT 13
The Department of Transportation
Cobb Community Transit
Bid Protest Procedures

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

Definitions

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

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

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

Submission of Protests

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

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

Types of Protests and Deadline to File

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

The County will recognize three different types of protest:

1. Protest regarding solicitation

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

2. Protest regarding offer evaluation

Any protest regarding the evaluation of offers must be filed in writing no later than five (5) days from the day that the County’s decision to award is announced. Any protest filed after such date which raises such issues will not be considered as a valid protest but may be considered to the benefit of the County. This type of protest challenges the County’s

determination of responsiveness of offers and responsibility of offerors, errors in calculation or that the County's evaluation of offers violated a federal or state law or its own procurement regulations.

3. Protest regarding award of contract

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

The County's Response to Protests

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

Protest regarding solicitation

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

Protest regarding evaluation of offers

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

Protest after award

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

Protest regarding bid evaluation

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

Protest Regarding Award of Contract

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

Decisions by the County

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

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

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

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

Reviews of protests by FTA will be limited to:

- (1) A grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) Violations of Federal law or regulation.

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

I have received, read and understand these protest procedures.

Printed Name

Signature

Date

ATTACHMENT 14
BID FORM
BUS STOP, TRANSFER CENTER, PARK AND RIDE LOT MAINTENANCE AND CLEANING
SEALED BID #11-5561

TASK	Frequency	Year 1 Cost Per Unit 7/1/11-6/30/12	Year 1 Total Cost	Year 2 Cost Per Unit 7/1/12 - 6/30/13	Year 2 Total Cost	Year 3 Cost Per Unit 7/1/13-6/30/14	Year 3 Total Cost
Empty and clean trash receptacles and remove trash and litter from surrounding areas at the Marietta Transfer Center. Cleaning should include all materials/debris both natural and human made (e.g. cigarette butts, pine straw, leaves, debris).	Once per day – 6 days per week. Monday – Saturday. Cleaning shall be done at 5:00 A.M.						
Empty and clean trash receptacles and remove trash and litter from surrounding areas at Cumberland Transfer Center. Cleaning should include all materials/debris both natural and human made (e.g. cigarette butts, pine straw, leaves, debris).	Once per day – 6 days per week. Monday – Saturday. Cleaning shall be done at 5:00 A.M.						
Clean fence line along South Marietta Parkway adjacent to Marietta Transfer Center and Marietta Park and Ride Lot fence line.	Once per week- Monday						
The Contractor is responsible for emptying all trash cans at every CCT bus stop, including bus stops that have CCT bus shelters replacing the trash can liner, removing all ground debris, and weed whacking, if necessary. <u>The Contractor is NOT responsible for emptying trash cans, replacing trash can lines, or debris removal at Advertising Bus Shelters.</u>	Weekly						
The Contractor will be responsible for making structural repairs, and CCT bus shelters and stops. The Contractor is not responsible for making structural repairs to advertising shelters. Please price per panel for replacing shelter glass including all installation labor costs.	Upon Request						

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BID FORM
BUS STOP, TRANSFER CENTER, PARK AND RIDE LOT MAINTENANCE AND CLEANING
SEALED BID #11-5561

TASK	Frequency	Year 1 Cost Per Unit 7/1/11- 6/30/12	Year 1 Total Cost	Year 2 Cost Per Unit 7/1/12 - 6/30/13	Year 2 Total Cost	Year 3 Cost Per Unit 7/1/13-6/30/14	Year 3 Total Cost
Clean litter and debris at Acworth Park & Ride Lot.	Weekly						
Clean litter and debris at Busbee Park and Ride.	Weekly						
Clean litter and debris at Marietta Park and Ride Lot.	Weekly						
Clean litter and debris at Johnson Ferry Park and Ride Lot.	Weekly						
Clean litter and debris at Mableton Park and Ride.	Weekly						
Clean litter and debris at fuel island, wash bay and bus parking area at CCT Operations and Administrative Facility.	Every two weeks						
Install bus stop sign. Please price per installation.	Upon Request		NA		NA		NA
Remove bus stop sign. Please price per removal.	Upon Request		NA		NA		NA
Install bench at shelter or bus stop. Please price per installation.	Upon Request		NA		NA		NA
Install concrete bench pad. Please price per installation.	Upon Request		NA		NA		NA
Install concrete shelter pad. Please price per installation.	Upon Request		NA		NA		NA
Salt transfer centers and park and ride lots in inclement weather	Upon Request		NA		NA		NA

TASK	Frequency	Year 1 Cost Per Unit 7/1/11- 6/30/12	Year 1 Total Cost	Year 2 Cost Per Unit 7/1/12 - 6/30/13	Year 2 Total Cost	Year 3 Cost Per Unit 7/1/13-6/30/14	Year 3 Total Cost
Power wash the concrete pavement and passenger shelter at the Marietta Transfer Center. (48 hour advance notification is required)	Quarterly						
Power wash the concrete pavement and passenger shelter at the Cumberland Transfer Center. (48 hour advance notification is required)	Quarterly						
Power wash the concrete pavement and passenger shelter at the Busbee Park and Ride Lot. (48 hour advance notification is required)	Quarterly						
Power wash the passenger shelter at the Acworth Park and Ride Lot. (48 hour advance notification is required)	Quarterly						
Power wash the passenger shelter at the Mableton Park and Ride Lot. (48 hour advance notification is required)	Quarterly						
Inventory all bus stops including County and Cities	Upon Request		NA		NA		NA
Inventory all bus shelters including County and Cities	Upon Request		NA		NA		NA
Install additional or replacement trash receptacles. Please price per installation.	Upon Request		NA		NA		NA
		GRAND TOTAL YEAR 1	\$	GRAND TOTAL YEAR 2	\$	GRAND TOTAL YEAR 3	\$