



## COBB COUNTY PURCHASING DEPARTMENT

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

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.  
Any revisions made on the outside of the envelope WILL NOT be considered.**

**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: APRIL 28, 2011**

Sealed bids from qualified contractors will be receive before 12:00 NOON, April 28, 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 # 11-5573  
ANNUAL CONTRACT  
CUSTODIAL SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**PRE-BID/PROPOSAL MEETING: APRIL 13, 2011 @ 10:00 A.M.**  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008

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

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](http://www.purchasing.cobbcountyga.gov).

Advertise: APRIL 1, 8, 15, 22, 2011



**BID SUBMITTAL FORM**

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

**BID/PROJECT NUMBER: 11-5573**  
**ANNUAL CONTRACT**  
**CUSTODIAL SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES**  
**COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**DELIVERY DEADLINE: APRIL 28, 2011 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: APRIL 28, 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 **11-5573**; 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: APRIL 1, 8, 15, 22, 2011

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

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

---

**SEALED BID # 11-5573 DATE: April 28, 2011**

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

**DESCRIPTION: Annual Contract  
Custodial Services for Cobb County Government Facilities**

**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 11-5573  
ANNUAL CONTRACT  
CUSTODIAL SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES**

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 # 11-5573  
ANNUAL CONTRACT  
CUSTODIAL SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES**

**BID OPENING DATE: APRIL 28, 2011**

**PRE-PROPOSAL CONFERENCE: APRIL 13, 2011 @ 10:00 A.M. (E.S.T.)  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008**

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

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 91039**

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**

**ANNUAL CONTRACT - CUSTODIAL SERVICES**

**FOR**

**COBB COUNTY GOVERNMENT FACILITIES**

**COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**SEALED BID #11-5573**

**OWNER:**  
**COBB COUNTY BOARD OF COMMISSIONERS**  
**COBB COUNTY, GEORGIA**

Invitation To Bid  
Annual Contract -Custodial Service for Cobb County Government Facilities  
Sealed Bid #11-5573

**Scope of Services**

The Cobb County Property Management Department, on behalf of the Cobb County Board of Commissioners, seeks a contractor to provide custodial services for selected Cobb County facilities per the terms and conditions of this Sealed Bid.

Bids are due to the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, GA 30008, before 12:00 (Noon) on **April 28, 2011**. Late bids will not be accepted.

Please submit an original and one (1) copy to:  
Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, GA 30008

All costs related to the preparation, submittal of this bid is the responsibility of the bidder and will not be assumed in full or in part by Cobb County. **All bids must be accompanied by a bid bond in the amount not less than five percent (5%) of the bid proposal for Year one (1)**. No bid shall be considered if a proper bid bond or other authorized security has not been submitted.

Written inquiries regarding this RFP may be addressed to:  
Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Written responses to all written inquiries received by **5:00 p.m. Tuesday, April 19, 2011** will be issued in the form of an addendum.

**A pre-bid meeting is scheduled April 13, 2011 at 10:00 a.m. at the Cobb County Purchasing Department, located at 1772 County Services Parkway, Marietta, GA 30008.**

The Bid award shall be a one year award. Two additional one year renewal terms are anticipated for a total of three years of services. The successful bidder shall be expected to begin services July 1, 2011.

## **CUSTODIAL SERVICE SPECIFICATIONS**

### **I. Glossary, Definitions and Work Descriptions and Expectations**

#### **A. Glossary**

The following terms will have specific meaning and establish upon the Contractor(s) the specific duties and responsibilities contained in the term descriptions as minimum standards of performance.

- Equipment and Tools
- Facilities
- Supplies
- Chemicals
- Spot Clean
- Dust
- Dust by Vacuum
- Empty Trash Receptacles
- Glass Cleaning
- Clean and disinfect Drinking Fountains
- Clean and Disinfect Fixtures
- Clean and Disinfect Waterless Urinals
- Clean and Refill Floor Drains
- Descale Toilets and Urinals
- Damp Wipe and Disinfect
- Odor Control
- Refill Dispensers
- Wet Clean Floors in Restroom
- Dust Mop
- Damp Mop
- Wet Clean Floors
- Spray Buff
- Recondition Finished Floors
- Strip and Wax
- Vacuum Daily
- Vacuum Completely (Wall to wall)
- Walk-Off Mat Cleaning
- Pedestrian Entrances and Exits
- Remove Carpet Stains
- Carpet Extraction
- Carpet Cleaning Using the Bonnet Method
- Parquet Floor Maintenance
- Hours of Cleaning
- Furniture Moving Requirements

## **B. Glossary Definitions with Work Descriptions and Expectations**

The following terms are used throughout this agreement and shall have the following meanings and impose specific requirements defined herein which shall be considered minimum performance standards.

**Equipment and Tools:** The Contractor shall furnish all equipment and tools necessary to properly perform all facets of this contract. All equipment shall have the necessary guards to prevent marking or scratching of fixtures, furnishings, or building surfaces. All electrical equipment used by the Contractor shall meet all safety requirements and be UL approved. The requirements of electrical equipment must not exceed the capacity of existing facility circuits.

**Facilities:** The Owner shall furnish without cost to the Contractor, designated space in the facilities and a reasonable amount of utilities to be used only in connection with the performance of the contract. The Contractor shall maintain this space to the same standards as similar areas occupied by the Owner. The Contractor will not make any modifications to the space except with the written permission of the Owner. The Contractor shall vacate the facility space and restore the premises at his expense to the condition in which received, fair wear and tear excepted by the time stated for the contract completion. The Owner shall provide no reserved or special parking.

**Supplies:** The Owner shall furnish only the following supplies to be used in providing the custodial services required by the contract: Toilet tissue — Multifold towels — Toilet seat covers — Trash can liners — Liquid hand soap. Contractor will not use these supplies to in the performance of cleaning. These supplies will be located at the Property Management Office Building and the Contractor will pick them up and deliver to site locations. All other supplies will be provided by the Contractor.

**Chemicals:** The Contractor shall furnish all chemicals necessary to perform the services in accordance with the contract. All chemicals shall be purchased and issued in their original containers, at each site location, and shall bear their original manufacturer's label. The Contractor shall develop and implement procedures to insure its employees use chemicals in accordance with the instructions of the chemical manufacturers. No furniture polish is to be used unless requested and approved by the Owner. Green certified products shall be used where the Owner deems appropriate. Contractor shall submit a list of chemicals to the Owner for approval.

**Spot Clean:** Remove smudges, fingerprints, marks, streaks, stains, etc., from washable surfaces of walls, partitions, doors, fixtures, glass and from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves, and other types of furniture. Germicidal detergent shall be used in restrooms, locker rooms, break areas, and drinking fountains. Brass hardware, aluminum bars, and other metal on doors shall be polished with a polishing compound. After spot cleaning, the surface shall have a clean, uniform appearance; free of streaks, spots, and other evidence of removed soil.

**Dust:** Use a dusting tool, treated dust cloth or vacuum cleaner with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, telephones, lamps, tables, cabinets, shelves, ledges, heater convectors, window sills, counter tops, wall, door frames and sills, pictures, partitions, rails, blinds, etc. Dusting shall be accomplished by the removal of soil from the area – not by moving it from one surface to another.

**Dust by Vacuum:** Use a vacuum cleaner with dusting attachments to remove all dust, lint, litter, dry soil, etc from the surfaces of chair crevices, lamp shades, venetian blinds, etc. that is left from normal dusting.

**Empty Trash Receptacles:** All waste baskets and other trash containers within the area shall be emptied and returned to their initial location. Boxes, cans, papers, and other containers marked “trash” shall be removed. The Contractor shall keep trash in recycle containers separated from the other trash. All soiled or torn trash receptacle liners shall be replaced with a new liner. The new liner shall be tied off and/or tucked in such a manner as to present a neat uniform appearance. In rest rooms and break rooms all trash receptacle liners shall be replaced each day. Remove stains and soil from the interior and exterior of trash receptacles. The Contractor shall pick up any trash that may fall onto the facility or grounds during trash collection by their staff. All trash shall be placed a dumpster in such a manner as to prevent the adjacent area from becoming littered by such trash.

**Glass Cleaning:** Clean all windows and other glass surfaces, to include glass surfaces that are walls, room dividers, integral parts of the outer surface of the building, and exterior walls of elevator shafts. After the glass has been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall have been removed from frames, casings, sills, and glass.

**Clean and disinfect Drinking Fountains:** Use a germicidal wipe or cloth with germicidal detergent solution to remove all obvious soil, streaks, smudges, etc. from the drinking fountains and cabinets. Use crème cleanser and a scrub pad to remove soil not removed by the cloth and germicidal detergent solution. Then disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.

**Clean and Disinfect Fixtures:** Apply germicidal detergent solution to all surfaces of wash basins, toilets, urinals, showers and adjacent surfaces. Use a cloth (except inside toilet bowls and urinals where a bowl mop shall be used) to remove soil from all surfaces of these fixtures and adjacent surfaces. Use crème cleanser and a scrub pad to remove soil not removed by the cloth and germicidal detergent solution. Use a dry cloth to dry metal surfaces of faucets, handles, valves, etc. The clothes used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures.

**Clean and Disinfect Waterfree Urinals:** For waterless urinals; remove debris from bowl, wipe with a germicidal solution, and wipe dry. Never pour liquids into waterless urinals unless changing the cartridge.

Notify Owner should waterless urinals appear to emit odor, if the blue sealant is visible or the urinal appears not to permit free flow of liquid, or should the urinal otherwise appear to require service.

**Clean and Refill Floor Drains:** Use a floor drain brush to clean floor drains. Use metal polish to remove corrosion and tarnish. Pour a solution of germicidal detergent down the floor drain to fill the drain trap and prevent escape of sewer gas.

**Descal Toilet and Urinals:** Use acid-type bowl cleaner and a nylon bowl mop to remove scale, scum, mineral deposits, rust stains, etc. from the insides of toilet bowls and urinals. Do not use on waterless urinals.

**Damp Wipe and Disinfect:** Use a cloth and a germicidal detergent solution to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc. If door handles and partitions closures is tarnished use metal polish to remove.

**Odor Control:** Control odors by removing bacteria, which is the basic cause of all odors other than transient odors. Remove bacteria and the organic matter on which it is feeding. This should be accomplished by cleaning thoroughly and treating with an effective disinfectant.

**Refill Dispensers:** Check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, etc. The supplies shall be placed in the dispensers in accordance with the directions of the supply and dispenser manufacturers. In public restrooms and locations where it is probable to run out of supplies within 24 hours, the toilet paper roll should be replaced when there is 1/3 or less. Hand soap dispensers and adjacent surfaces shall be wiped to remove spillage. Notify Owner if automatic hand towel dispensers do not operate as intended.

**Dust Mop:** Use a dust mop to remove dust, soil, and litter from noncarpeted floors. Prior to dust mopping use a mop and detergent solution to remove wet soil and sticky spills. Use a putty knife to remove gum. Use a dustpan to remove accumulated soil and litter. Chairs and trash receptacles shall be tilted or moved to dust mop underneath. After the floor has been dust mopped, the floor surface, including corners and abutments, shall be free of dust, litter, and debris.

**Damp Mop:** Use a neutral detergent solution and a mop to remove spots, stains, and soil from floors which cannot be removed by vacuuming or dust mopping. Floors must be dust mopped prior to damp mopping. Chairs, trash receptacles, and other such items shall be moved as necessary and returned to their appropriate location. All accessible areas of the floor shall be damp mopped. The area to be damp mopped shall be outlined with the mop first and then the remainder of the area shall be mopped. Care shall be taken as required to prevent splash and mop marks from being left on baseboards, furniture legs, doors, etc. After the floor has been damp mopped, it shall have a uniform appearance free of debris, soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In rest rooms and locker rooms, a germicidal detergent solution shall be used instead of a neutral detergent solution.

**Wet Clean Floors:** Use a detergent solution (germicidal solution in restrooms), wet mop, bucket and wringer, deck brush (machine with scrub brush at Service Centers and Compost Plant and Plant Administration facility), corner brush, swivel pad holder and abrasive pad, and putty knife to remove soil from noncarpeted floors which cannot be removed by vacuuming or dust mopping. The detergent solution shall be applied to the entire floor area and allowed to remain for three to five minutes. Scrub the entire floor with a brush. In areas with floor drains, the floor shall then be squeegeed dry and then rinsed with clear water. In areas without a floor drain, the solution shall be picked up with a wet mop and mop bucket and wringer or wet/dry tank vacuum, and then rinsed with clean water twice. Chairs, trash receptacles and other such items shall be moved as necessary and returned to their appropriate location. Care shall be taken to prevent splash and mop marks from being left on baseboards, furniture legs, doors, etc. After the floor has been wet cleaned; it shall have a uniform appearance free of soil, stains, streaks, swirl marks, and/or detergent film.

**Spray Buff:** The floor will be swept, dusted, and damp mopped before being spray buffed. Using spray buffing machines and proper chemicals, the Contractor will clean and shine the floor, then dust mop again. After spray buffing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform protective coating of floor finish. Chairs, trash receptacles, and easily movable items shall be tilted or moved to clean underneath.

**Recondition Finished Floors:** Use a single disc floor machine, scrubbing pad, strong cleaner instead of stripper, and rust remover to remove all scratches, scuff marks, stains, gum, soil, and the top layer of floor finish. Manual scrubbing devices shall be used in areas inaccessible to the floor machine. The cleaning solution and rinse water shall be picked up with a wet/dry vacuum. Rinse the floor thoroughly with clean water. Remove all floor finish, detergent solution and soil from baseboards, furniture, and other such areas. Apply a minimum of 2 coats of floor finish. After the finish has dried, the appearance / reflectibility shall be uniform with no streaks, swirls, etc.

**Strip and Wax:** All previously applied floor finish and sealer should be removed. Apply a minimum of 2 coats of floor seal and 3 coats of floor finish. A single disc floor machine and stripping pad with floor finish remover and rust remover shall be used to remove all removable mark, rust stains, gum, and other types of stains and soil. Manual scrubbing devices shall be used in areas inaccessible to the floor machine. The stripping solution and rinse water shall be picked up with a wet/dry vacuum. Rinse the floor thoroughly with clean water. Remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture, and other such areas. After the finish has dried, the reflectancy shall be uniform with no streaks, swirls, etc.

**Vacuum Daily:** Use carpet vacuum to vacuum traffic areas and any other visible soil and debris from the carpet surface. Chairs, trash receptacles and other such items shall be tilted or moved to vacuum underneath. A hose and brush or crevice attachment shall be used to vacuum areas inaccessible to the carpet vacuum. All carpet tears, raveling, etc. shall be brought to the attention of the Owner.

**Vacuum Completely (wall to wall):** Use a carpet vacuum to remove visible and hidden soil and debris from the carpet surface and from within the carpet pile. Vacuum under tables, desks, etc. and tilt or move chairs, trash receptacles and other such items to permit vacuuming underneath moveable furnishings. A hose and brush or crevice attachment shall be used to vacuum areas inaccessible to the carpet vacuum. All carpet tears, raveling, etc. shall be brought to the attention of the Owner.

**Walk-Off Mat Cleaning (Carpeted):** Use carpet stain remover and gum remover to remove carpet stains and gummy soil. If wet, use a wet dry vacuum to remove moisture and soil. If dry, vacuum off top of mat. Any soil and moisture underneath entrance mats shall be removed and mats returned to their normal location. Once a week turn mat over and run the vacuum with beater bar on the back of mat to shake out the dirt. Remove dirt from under mat by dust mopping or vacuuming. Then turn mat right side up and vacuum off the top.

**(Other types of mat):** Clean by vacuuming, sweeping, and/or hosing with water.

**Pedestrian Entrances and Exits:** Using hand sweeping, vacuuming, or blowing devices remove all dirt and debris from the area within 400 square feet of entrances.

**Remove Carpet Stains:** Use carpet stain remover, a utility brush, clean cloths, aerosol gum remover and a wet/dry vacuum to remove nonpermanent stains from carpeted floors. Blot or scrape and vacuum as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Spray carpet stain remover onto the stain. Use a utility brush if required. After the stain has dissolved, blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, blot or vacuum the carpet dry.

**Carpet Extraction:** Vacuum the carpet to remove dry soil from the carpet surface and from within the carpet pile. All stained areas shall be pretreated with spot cleaning solution, following the directions of the manufacturer. Using appropriate carpet extraction equipment, the Contractor shall clean carpeted areas to remove grit and dirt that is not easily removed by vacuuming. Areas such as corners which are inaccessible to the equipment shall be shampooed with manual scrubbing devices. When moving furniture and fixtures back in place, put a styrofoam block or plastic sheet under any contact point of furniture to carpet.

**Carpet Cleaning Using the Bonnet Method:** Vacuum the carpet to remove dry soil from the carpet surface and from within the carpet pile. All stained areas shall be pretreated with spot cleaning solution, following the directions of the manufacturer. The Contractor shall use an absorbent spin pad to shampoo the carpet. Areas such as corners, which are inaccessible to the equipment, shall be shampooed with manual scrubbing devices. Shampoo pads shall be changed frequently enough to keep the pads absorbent. Soil shall be removed from the carpet, not spread

**Parquet Floor Maintenance:** Floors should be dust mopped on a daily basis, completely removing all soils and grit from floor surface. The floor shall be free of scuffmarks and other signs of wear. Surface maintenance should be in compliance with the manufacturer's recommended care.

**Hours of Cleaning:** The hours of cleaning are to be within 7AM and 11PM unless otherwise specified on the site pricing pages. Any hours outside of these will be considered on a needed basis, with approval authority held by the Owner.

**Furniture Moving Requirements:** Unless exempted by the Owner, the Contractor shall remove all non-fixed furnishings such as tables, chairs, desks (when practical), trash receptacles, storage containers, etc. prior to performing a project listed below and return such items to their original positions after the completion of the project.

- Wet Clean Floors
- Spray Buff
- Recondition Finished Floors
- Strip and Wax
- Carpet Extraction
- Carpet Clean Using the Bonnet Method
- Parquet Floor Maintenance

## **II. SERVICES and SERVICE FREQUENCY**

Contractor shall include full custodial services for all facilities. The services described below shall apply to all facilities covered by this project manual. Additional requirements unique to specific sites are also identified and shall be performed.

### **A. GENERAL AREAS, LOBBIES, ENTRANCES, OFFICES, WORK STATIONS, MEETING ROOMS**

#### **Services performed at each visit:**

1. Empty trash receptacles, spot clean and replace liners
2. Dust
3. Remove dust and cobwebs from ceiling areas
4. Clean and sanitize public accessible telephones
5. Clean and disinfect counters
6. Clean and disinfect drinking fountains
7. Clean glass entrance doors
8. Clean lobby windows
9. Dust mop
10. Vacuum all traffic lanes, and spot vacuum as necessary.
11. Damp mop daily
12. Clean interior and exterior walk off mats
13. Sweep and police area within 400 square feet of entrances
14. Set up meeting room furniture to specific spacing dimensions
15. Remove carpet stains
16. Spot clean all walls, building surfaces, and furniture

#### **Services performed weekly:**

1. Wet clean hard surface floors
2. Vacuum carpeted floors completely wall to wall, including all areas beneath desks and tables.

#### **Services performed monthly:**

1. Dust window blinds thoroughly and completely
2. Dust by vacuum upholstered furniture, lamp shades, etc.
3. Remove stains from upholstered furniture and modular panels

## **B. WASHROOMS**

### **Services performed each visit:**

1. Empty trash receptacles, clean and sanitize receptacle and replace liner
2. Empty, clean, and sanitize sanitary napkin disposal units and replace waxed liner
3. Dust all horizontal surfaces
4. Clean ventilation and HVAC vents
5. Clean and disinfect fixtures including sinks, toilets, and urinals
6. Spot clean
7. Damp wipe and disinfect all walls, doors and partitions
8. Clean all glass and mirrors
9. Refill all dispensers to normal limits (soap, tissue, towels, seat covers)
10. Sweep, damp mop and sanitize hard surface floors
11. Notify Owner if Waterless Urinals appear to be clogged, draining poorly or otherwise appear to require servicing.

### **Services performed weekly:**

1. Wet clean floors
2. Clean and refill floor drains
3. Descale toilets and urinals except for waterless urinals

## **C. EATING AREAS, KITCHENS, LOUNGES, VENDING AREAS**

### **Services performed each visit:**

1. Empty trash receptacles, clean and sanitize receptacle and replace liner
2. Clean, damp wipe and disinfect table tops, seats and backs of chairs
3. Clean and disinfect sinks, countertops, and exterior of appliances
4. Refill dispensers to normal limits (soap, paper towels)
5. Spot clean doors, cabinets, walls, wall plates, and interior glass
6. Dust all horizontal surfaces
7. Dust mop and damp mop hard surface floors
8. Vacuum carpeted floors
9. Remove spills and stains on carpeted floors

### **Services performed weekly:**

1. Wet clean floors
2. Vacuum carpeted floors wall to wall

## **D. FLOOR MAINTENANCE**

### **Periodic Services:**

1. Wet clean the ceramic tile in the public areas at the East and South Service Centers with cleaner and a floor machine weekly (no finish is to be applied to these floors).
2. Wet clean resilient and hard surface floors 2 times / month.
3. Specialty floors such as slate or marble will be maintained per manufacturer's specifications.
4. Spray buff with floor machine resilient and hard surface floors monthly
5. Recondition and wax resilient and hard surface floors quarterly or as needed
6. Strip and refinish resilient and hard surface floors 2 times / year or as needed
7. Clean carpeted floors by extraction every six months or as needed.
8. Bonnet clean carpet on traffic lanes monthly.

## **II. PROJECT SUPERVISION, REPORTING AND RECORDS KEEPING**

Contractor must provide a manager that exclusively oversees the Custodial Contract with the Owner representative(s).

A weekly inspection shall be conducted by Contractor's supervisor or manager of the person(s) performing the work to insure completion of all scheduled tasks in accordance with the contract. The supervisor or manager will provide a copy of the inspection report to the site representative.

An inspection of any and all sites shall be held when deemed necessary by the Owner with representative(s) of both the Contractor and the Owner to insure that all tasks have been performed in accordance with the contract.

Communication between the Owner and Contractor is essential for satisfactory performance by the Contractor. Contractor shall have someone on site who can communicate clearly and effectively with Owner staff at all times that Contractor staff is on site in association with this project.

Contractor shall provide a communication log at each site for communication between the local site representative and Contractor as to performance of scheduled tasks. Any tasks scheduled to be completed but are not completed will be noted in the communication log by the Contractor or site representative and the Contractor will provide an explanation as to why the tasks were not completed and/or when the tasks will be completed.

Contractor must provide on each visit a checklist form. The form should list the name of the person performing the work, the date of the visit, the time of arrival and departure, the tasks scheduled to be performed and a box to be checked to indicate the completion of the tasks. Failure to provide the form would constitute a non-visit and an adjustment in the payment due the Contractor would be made.

Periodic Services will be scheduled with the site representative with notification given to the Property Management representative. After the completion of the periodic service, an inspection of

the area(s) will be held with representative(s) of both the Contractor and Owner to insure that the periodic service was completed in accordance with the contract.

All visits and/or tasks must be completed regardless of holidays or operational schedule of the facility. Any visits or tasks not completed will be used in determining payment approvals. The Contractor is to use whatever measures necessary to meet the terms of the contract and to keep up the expected high standard of appearance at each location.

It will be the responsibility of the Contractor to secure all accesses to offices, custodial closets, and buildings if required and to arm the alarm system.

#### **IV. PROJECT EQUIPMENT and CLEANING MATERIALS REQUIREMENT**

Contractor must have the following equipment and materials listed below at all sites while in the performance of all work under this project. The list shall constitute minimum equipment and materials requirements and shall not relieve the Contractor of providing any other equipment, tools, materials, or cleaning, sanitizing or related products necessary to fulfill the requirements of the project.

Cleaning cloths - absorbent synthetic fiber, disposable, lint free  
Germicidal wipes  
Carpet Vacuum - 2 motors, disposable filter bag,  
Backpack Vacuum  
Dust mop 36"  
Dust cloths - disposable, treated  
Dust pan - 32" to 40" handle  
Extended dusting tool  
Putty scraper  
Swivel pad holder and abrasive pads with extended handle  
Toilet bowl mop  
Tooth brush  
Wet mop - 20 ounce, looped ends, color coded for restrooms and general mopping

# 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 issued by Cobb County are advertised on the Cobb County Internet site ([www.purchasing.cobbcounty.ga.gov](http://www.purchasing.cobbcounty.ga.gov)) and every Friday in the Cobb County legal organ, 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 in writing by **5:00 pm April 19, 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.

Submit questions in writing to:  
Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154      Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.purchasing.cobbcounty.ga.gov](http://www.purchasing.cobbcounty.ga.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. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** 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.

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.

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

**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. Bid, Pay, & Performance Bonds**

**A five percent (5%) bid bond is required for the total lump sum of Year 1**, one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

### **XI. Insurance**

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.

## **XII. Award**

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not 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 County reserves the right to purchase the goods or services described herein from other sources. 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.

### **XIII. 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.

### **XIV. County Furnished Property**

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

### **XV. Reject And Withdraw Bids**

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

### **XVI. 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. The County's normal 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.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

## **XVII. 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.

## **XVIII. 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, not 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 other wise 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.

#### **XIX. 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.

#### **XX. 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.

#### **XXI. 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.

## **XXII. 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.

In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

## **XXIII. 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.

## **XXIV. 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.

## **XXV. 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.

## **XXVI. 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.

## **XXVII. 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.*

**XXVIII. 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:

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


I further certify to Cobb County, Georgia the following:

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

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

**Sworn to by:**

**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*

**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](mailto: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

**PAYMENT BOND**

COBB COUNTY BOARD OF COMMISSIONERS  
c/o COBB COUNTY PROPERTY MANAGEMENT  
57 WADDELL STREET, MARIETTA, GA 30060-1964

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, hereinafter called "**Contractor**", and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of \_\_\_\_\_ (in words), (\$ \_\_\_\_\_) (in figures), for the payment of which sum, well and truly to be made, the **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Contractor** has entered into a written contract commencing \_\_\_\_\_, **20**\_\_\_\_\_ with the **Owner** for performance of \_\_\_\_\_ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is by reference made a part of this bond by reference as if fully set forth herein, and is hereinafter referred to as the **Contract**.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Contractor** shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as an entity having a direct contract with the **Contractor** or with a Subcontractor of the **Contractor** for labor, material, or both, used or reasonably required for use in the performance of the Contract, "labor and material" being construed to include but not limited to that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The **Contractor** and **Surety** hereby jointly and severally agree with the **Owner** that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due claimant, and have execution thereon. The **Owner** shall not be liable for the payment of any judgment costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
  - 1. Unless claimant, other than one having a direct contract with the **Contractor**, shall have given written notice to any two of the following: the **Contractor**, the **Owner**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial specifics and accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **Contractor**, **Owner** and/or **Surety**, at the addresses provided in the Contract or in this bond, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - 2. After one (1) year from the completion of Contract and the acceptance by **Owner** of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - 3. Other than in a state court of competent jurisdiction in and or the county or of the state in which the project, or any part thereof, is situated.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by **Surety** of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

E. PROVIDED FURTHER, that the said **Surety**, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IN WITNESS WHEREOF**, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Attest:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Principal/Contractor (SEAL)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Title**

**Attest:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Surety (SEAL)**

\_\_\_\_\_  
**Signature of Attorney-in-Fact**

\_\_\_\_\_  
**Typed Name of Attorney-in-Fact**

**(Attach Certified & Dated Power of Attorney)**  
**DO NOT DATE FIRST PAGE OF PAYMENT BOND. BOND DOCUMENT WILL BE DATED**  
**BY BOC.**  
**(Bond must not be dated prior to date of Agreement)**

**PERFORMANCE BOND**

COBB COUNTY BOARD OF COMMISSIONERS  
c/o COBB COUNTY PROPERTY MANAGEMENT  
57 WADDELL STREET, MARIETTA, GA 30060-1964

**PERFORMANCE BOND**

**Bond Number:** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, hereinafter called "**Contractor**", and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of \_\_\_\_\_ (in words), (\$ \_\_\_\_\_) (in figures), for the payment of which sum, well and truly to be made, the **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Contractor** has entered into a written contract commencing \_\_\_\_\_, **20** \_\_\_\_\_ with the **Owner** for performance of \_\_\_\_\_ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is by reference made a part of this bond by reference as if fully set forth herein, and is hereinafter referred to as the **Contract**.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Contractor** shall promptly and faithfully perform said **Contract**, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED, FURTHER, that it **Surety**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Whenever **Contractor** shall be, and declared by **Owner** to be in default under the Contract, the **Owner** having performed **Owner's** obligations thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the **Contract** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **Contract** in accordance with its terms, and conditions, and upon determination by **Surety** of the lowest responsible bidder, or, if the **Owner** elects, upon determination by the **Owner** and the **Surety** jointly of the lowest responsible bidder, arrange for a contract between such bidder and **Owner**, and make available as work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the **Contract** price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by **Owner** to **Contractor** under the **Contract** and any amendments thereto, less the amount paid by **Owner** to **Contractor**.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the **Contract** falls due. Notwithstanding the above, in the event of failure by the Contractor to perform its obligations under said contract, the Owner may provide written notice of Contractor's default to Surety at its address \_\_\_\_\_ and Surety shall cause to be paid within ten (10) days of receipt of Owner's notice such amount certified by Owner to be owing from Contractor pursuant to the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the **Owner** named herein or the heirs, executors, administrators or successors of the **Owner**.

The **Surety** may only cancel this bond by first providing thirty (30) days written notice to **Owner** and Contractor. Such cancellation shall not discharge the **Surety** from liability already accrued under this bond prior to the expiration of the thirty (30) day period.

**IN WITNESS WHEREOF**, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_ day of \_\_\_\_\_, 20\_\_\_\_.

**Attest:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Principal/Contractor** (SEAL)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Title**

**Attest:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Surety** (SEAL)

\_\_\_\_\_  
**Signature of Attorney-in-Fact**

\_\_\_\_\_  
**Typed Name of Attorney-in-Fact**

(Attach Certified & Dated Power of Attorney)  
**DO NOT DATE FIRST PAGE OF PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY BOC.**  
(Bond must not be dated prior to date of Agreement)  
**DO NOT DATE FIRST PAGE OF PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC.**  
(Bond must not be dated prior to date of Agreement)

**BID FORM**  
**Page 1 of 3**

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED, having examined the proposed contract documents titled:

**COBB COUNTY SEALED BID NO. 11—**  
**ANNUAL CONTRACT FOR CUSTODIAL SERVICES FOR COBB COUNTY**

AND having visited the work site(s) and examined the conditions affecting the Work, HEREBY proposes and agrees to furnish all labor and materials, equipment, and appliances and to perform all operations necessary TO COMPLETE ALL WORK FOR ALL SERVICES AS REQUIRED BY THE PROJECT MANUAL, INCLUDING ANY ADDENDA, FOR THE STIPULATED TOTAL LUMP SUM QUOTE OF:

I. LUMP SUM FOR YEAR ONE – ALL SITES (Total of Year One Annual Prices from all pages of the Bidder Pricing Sheets):

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

II. LUMP SUM FOR YEAR TWO – ALL SITES (Total of Year Two Annual Prices from all pages of the Bidder Pricing Sheets):

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

III. LUMP SUM FOR YEAR THREE – ALL SITES (Total of Year Three Annual Prices from all pages of the Bidder Pricing Sheets):

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

**The undersigned understands and agrees also to comply with and be bound by the entire contents of the Sealed Bid No. 11-5573 including all Addenda.**

**Acknowledged:** \_\_\_\_\_

The undersigned acknowledges receipt of Addenda numbers:

ADDENDUM NO. \_\_\_\_\_ Acknowledged: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ Acknowledged: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ Acknowledged: \_\_\_\_\_

**Bidder Pricing Sheet - Annual Contract Custodial Services - Sealed Bid # 11-5573**

**Building Group A**

Company Name: \_\_\_\_\_

LOCATION	SQ. FT.	SERVICE FREQUENCY	Special note below	YEAR 1 PRICE (\$/Mo)	YEAR 2 PRICE (\$/Mo)	YEAR 3 PRICE (\$/Mo)
Animal Control Administration 1060 Al Bishop Rd., Marietta	6,639	5x / week (Mon - Fri) 8 AM - 5 PM		\$	\$	\$
Animal Control Work Areas (Enter the price for this quarterly service as 12 equal payments.)	26,340	3 quarterly + 1 annual	Note # 1	\$	\$	\$
Police Headquarters 911 Center 140 N. Marietta Pkwy, Marietta	10,176	Offices 5x / week; Operator Center 7x/Week	Note # 2	\$	\$	\$
Police Headquarters EOC Center 140 N. Marietta Pkwy, Marietta	2,803	2x / week after 6 PM		\$	\$	\$
Fire Headquarters 1595 County Services Pkwy, Marietta	17,300	5x / week (Mon - Fri) after 5 PM		\$	\$	\$
CCT Administration 463 Commerce Park Dr., Marietta Suites 108, 112	5,141	5x / week (Mon - Fri) 8 AM - 5 PM	Note # 3	\$	\$	\$
CCT Administration 463 Commerce Park Dr., Marietta Suite 114	8,932	6x / week (Mon - Fri) 8 AM - 5 PM		\$	\$	\$
CCT Ticket Kiosk 800 S. Marietta Pkwy., Marietta	263	5x / week (Mon - Fri) 8 AM - 5 PM		\$	\$	\$
CCT Fuel Building 800 S. Marietta Pkwy., Marietta	336	6x / week (Mon - Fri) 8 AM - 5 PM		\$	\$	\$
CCT Transfer Bldg. 2996 Cumberland Blvd., Atlanta	694	2x / week after 5 PM		\$	\$	\$
<b>Total Monthly Price - All Sites</b>	-----	-----		\$	\$	\$
<b>Total Annual Price - All Sites (Include on Bid Form)</b>	-----	-----		\$	\$	\$

**Special Notes**

**Note # 1 - Three week notice before service is started**

**Note # 2 - Service Twice a Day: 6am and 6pm**

**Note # 3 - Drivers area and shop to be serviced after 8 pm**

**Bidder Pricing Sheet - Annual Contract Custodial Services - Sealed Bid # 11-5573**

**Building Group B**

Company Name: \_\_\_\_\_

LOCATION	SQ. FT.	SERVICE FREQUENCY	Special note below	YEAR 1 PRICE (\$/Mo)	YEAR 2 PRICE (\$/Mo)	YEAR 3 PRICE (\$/Mo)
Acworth Library 4569 Dallas Street, Acworth	2,916	1x / week (Tue PM)	Note 1	\$	\$	\$
East Marietta Library 2051 Lower Roswell Road, Marietta	8,600	2x / week (Mon AM, Wed AM)	Note 1	\$	\$	\$
Gritters Library 880 Shaw Park Road, Marietta	7,500	2x / week (Mon & Thur (Noon))	Note 1	\$	\$	\$
Hattie G. Wilson Library 350 Lemon Street, Marietta	1,176	1x / week (Tue Noon)	Note 1	\$	\$	\$
Kemp Memorial Library 4029 Due West Road, Marietta	6,143	2x / week (Mon PM, Thur AM)	Note 1	\$	\$	\$
Kennesaw Library 2250 Lewis Street, Kennesaw	5,099	3x / week (Mon AM, Wed AM, Sat AM)	Note 1	\$	\$	\$
Lewis Ray Library 4500 Oakdale Road, Smyrna	2,916	1x / week (Tue AM)	Note 1	\$	\$	\$
East Cobb Library 4880 Lower Roswell Road, Marietta	16,587	3x / week (Mon AM, Wed PM, Fri AM)	Note 1 and 2	\$	\$	\$
Mountain View Library 3320 Sandy Plains Road, Marietta	20,000	5x / week (Mon PM, Tue AM, Wed AM, Thurs Noon, Sat AM)	Note 1 and 2	\$	\$	\$
Powder Springs Library 4181 Atlanta Street, Powder Springs	8,500	2x / week (Mon AM, Thur PM)	Note 1	\$	\$	\$
Sibley Library 1539 South Cobb Drive, Marietta	2,916	1x / week (Fri AM)	Note 1	\$	\$	\$
South Cobb Regional Library 805 Clay Rd., Mableton	20,000	5x / week (Mon - Sat (AM))	Note 1	\$	\$	\$
Stratton Library 1100 Powder Springs Road, Marietta	7,500	2x / week (Tue AM, Fri Noon)	Note 1	\$	\$	\$
Sweetwater Library 5000 Austell Powder Springs Rd, Austell	8,000	1x / week (Tue AM)	Note 1	\$	\$	\$
Vinings Library 4300 Paces Ferry Road, Atlanta	8,567	2x / week (Mon PM, Thur AM)	Note 1	\$	\$	\$
West Cobb Regional Library 1750 Dennis Kemp Lane, Acworth	20,000	(Mon AM, Tue PM, Wed PM, Thur PM, Sat AM)	Note 1 and 2	\$	\$	\$
<b>Total Monthly Price - All Sites</b>	-----	-----		\$	\$	\$
<b>Total Annual Price - All Sites (Include on Bid Form)</b>	-----	-----		\$	\$	\$

**Special Notes**

**Note # 1 - Wall to wall vacuuming shall be completed before opening to the public**

**Note # 2 - High area dusting from floor to ceiling every 6 months**

## **REQUIRED CERTIFICATIONS/ATTACHMENTS**

**The following certificates/attachments must show that they have been acknowledged (completely filled out, signed, stated N/A with reasons) and returned with bid. Any forms not returned will cause bid to be nonresponsive, thus not 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 DBE goal is not met.**

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

(D) Reporting Requirements:

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

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

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

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

VI. Acceptable Good Faith Efforts - If any bidder fails to meet the DBE goals for this solicitation, the bidder shall submit, with the bid, proof of good faith efforts, using the guideline listed in Appendix A to 49 CFR

26, along with a written statement of efforts made and reasons for not meeting said goals. (See DBE Form 4 which must be submitted with bid)

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

- (1) Whether the bidder attended any pre-solicitation or pre-bid meetings which were scheduled by Cobb Community Transit to inform DBEs of contracting and subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;
- (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 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: \_\_\_\_\_

**ATTACHMENT 10**  
**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 Procurement 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 it’s 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