



COBB COUNTY PURCHASING DEPARTMENT

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

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

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

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

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

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

**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 - (Not Required)**
 - ▶ *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 - (Not Required)**

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 REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: SEPTEMBER 22, 2011

Cobb County will receive Sealed Bids before 12:00 NOON, September 22, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

SEALED BID # 11 – 5596
PROGRAM MANAGEMENT ASSISTANCE, PRE-CONSTRUCTION SERVICES AND
CONSTRUCTION MANAGEMENT FOR PARKS
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT

PRE-PROPOSAL MEETING: SEPTEMBER 7, 2011 @ 10:00A.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

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

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

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

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.

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

Advertise: August 26, 2011
September 2, 9, 16, 2011



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 11-5596
REQUEST FOR PROPOSAL
PROGRAM MANAGEMENT ASSISTANCE, PRE-CONSTRUCTION SERVICES AND
CONSTRUCTION MANAGEMENT FOR PARKS
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT

DELIVERY DEADLINE: SEPTEMBER 22, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: SEPTEMBER 22, 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 11-5596; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 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: August 26, 2011
September 2, 9, 16, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 11-5596 DATE: September 22, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Program Management Assistance, Pre-Construction Services
and Construction Management for Parks**

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 11-5596
REQUEST FOR PROPOSAL**

**PROGRAM MANAGEMENT ASSISTANCE, PRE-CONSTRUCTION SERVICES AND
CONSTRUCTION MANAGEMENT FOR PARKS**

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!

REQUEST FOR PROPOSAL

**SEALED BID # 11-5596
PROGRAM MANAGEMENT ASSISTANCE, PRE-CONSTRUCTION SERVICES AND
CONSTRUCTION MANAGEMENT FOR PARKS**

COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT

BID OPENING DATE: SEPTEMBER 22, 2011

**PRE-PROPOSAL CONFERENCE: SEPTEMBER 7, 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 7 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 96156

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.

**Request for Proposals
 Program Management Assistance, Pre-Construction Services,
 and Construction Management
 Cobb County Parks, Recreation and Cultural Affairs Department
 Sealed Bid #11-5596**

The Cobb County Parks, Recreation & Cultural Affairs Department (PRCA) is requesting Comprehensive non-cost proposals for **Program Management Assistance, Pre-Construction Services, and Construction Management, for Cobb County Parks, Recreation and Cultural Affairs Department (PRCA) for the 2011 SPLOST.**

The PRCA anticipates that the workload associated with project design, permitting and construction schedules for the 2011 SPLOST projects will require a number of full-time professionals working together with PRCA staff, along with access to other consultant personnel as needed, to complete certain project tasks. Experience with design and construction of Parks and Recreation facilities is a requirement for these full time professionals. The consultant must adhere to all County rules governing immigration compliance. The successful consultant will be precluded from bidding on any design projects undertaken as part of this program.

PROGRAM OVERVIEW

On March 15, 2011, the residents of Cobb County approved a one-cent Special Purpose Local Option Sales Tax, (2011 SPLOST), to fund capital improvement projects throughout Cobb County. Approximately \$492 million in SPLOST funding will be collected between January 1, 2012 and December 31, 2015 as part of the **2011 SPLOST - Parks, Transportation, and Facilities.** The 2011 SPLOST is intended to address the immediate capital needs of Parks and Recreation, Transportation, County Facilities, Public Safety, and the six cities within Cobb County. The 2011 SPLOST is fully described in “*Cobb County 2011 SPLOST Parks, Transportation and Facilities*” booklet, which was adopted by the Cobb County Board of Commissioners, December 14, 2010. Additional information is also available on the internet at www.cobbsplost2011.org. Proposers should pay particular attention to the Parks, Recreation & Cultural Affairs project list.

Funding for the 2011 PRCA portion of the 2011 SPLOST is estimated at \$82,023,000 and is comprised of the following components at various parks and facilities throughout the PRCA system:

PARK FACILITY IMPROVEMENTS		
Large and/or Complex Buildings and Facilities	\$18,714,000	23%
Small Buildings and Facilities	\$17,813,000	22%
Athletic Field Renovations	\$21,216,000	26%
Aquatic Center Improvements	\$6,696,000	8%
Structural Improvements, Crosstie Wall Replacement	\$2,477,000	3%
Electrical Improvements, Field Lighting Pole Replacement	\$5,593,000	7%

Paving	\$4,018,000	5%
Specialized and/or Historical Renovations	\$5,496,000	7%
Total Park Facility Improvement Projects	\$82,023,000	

The County desires to select the most qualified consultant as expeditiously as possible with the intent of providing services early in calendar year 2012. The construction portion of the program is expected to last up to five years, with planning and design activity peaking in years one and two, and construction activity peaking in years two through five.

The selected consultant shall provide management, engineering, support, and oversight to coordinate, plan, direct, control, and perform the scope of work described below. The consultant shall provide qualified and experienced technical and professional personnel to perform to County standards and procedures the duties and responsibilities assigned. All personnel must be approved by the County. The County, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as needed.

SCOPE OF WORK

I. Program Management Assistance

Program Management Assistance shall include assistance to County staff on overall program management of the PRCA portion of the 2011 SPLOST. Services shall include, but not be limited to the following:

1. Complete responsibility for maintaining the budget and schedule for projects in the PRCA portion of the 2011 SPLOST. This includes establishment of a program management protocol including the budget and schedule on suitable software and in adequate detail for management and coordination of the program, and providing clear reporting and forecasting to interested parties, including all changes, multiple funding sources, cash flow projections, etc. The consultant may also be required to coordinate with all of the other County Departments included in the SPLOST.
2. Coordination of all project phases, including planning, engineering, environmental, utilities, and construction through contract closeout/remnant disposition to ensure that project schedules are maintained, and impacts to the overall program budget and schedule are monitored and reported.
3. Utilization, coordination, data entry, and verification of the Cobb County Program Management Information System (MIS) (or acceptable alternative system if consultant is in a position to provide it) so that accurate, up-to-date management information is available for all County Staff and consultant team members. The consultant may also recommend enhancements to MIS and/or other programs to maximize system productivity.
4. Preparation and distribution of a monthly status report for the PRCA 2011 SPLOST.
5. Administrative Support.

6. Assistance in preparation of agenda items and other information requested by Board of Commissioners and other inquirers.
7. Communications support: improvements to communications on specific project information as well as program accomplishments, including publications, visualizations/imaging, document sharing, and other creative communication methods.

II. Pre-Construction Services

Pre-Construction services for the PRCA 2011 SPLOST will include assistance to County staff in managing a wide range of engineering, architecture, landscape architecture, land surveying, environmental, technical, management, and administrative services to assist the County. The consultant shall provide qualified technical and professional personnel to perform to County standards and procedures the duties and responsibilities assigned. The County, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as needed:

1. Structural reviews – Independent reviews of designs of buildings, major retaining walls, etc. to verify accuracy and integrity of the design, cost-effectiveness of the design, and conformity to current design and construction practices.
2. Permit application and support for projects.
3. Plan reviews to support existing County staff.
4. Value engineering for projects over \$5-million and other unusual projects, as directed by the County.
5. Constructability reviews that coordinate across all projects (coordinate with Construction Services portion).
6. Utility coordination (coordinate with Construction Services portion).
7. Professional services contract support.
8. Provide project information to the public, including phone and personal contacts, preparation for and attending public meetings, develop and use of special communication/presentation tools as may be required, and development and coordination of public information reports.
9. Provide special engineering and landscape architectural services such as special studies, minor landscape designs, and economic analysis.
10. Project Managers to oversee implementation of individual projects.
11. Provide special engineering, architectural, and landscape architectural services, and economic analysis. Specific areas will include assistance to County staff in athletic field design, lighting, fencing, irrigation, etc.

III. Construction Management

Construction Services shall include responsibility for construction management of the PRCA portion of the County's 2011 SPLOST, including administration, construction engineering, inspection, and management of materials sampling and testing necessary to ensure construction and payment in accordance with County codes, standards, and procedures. Personnel assigned to the project shall be capable and experienced in construction inspection, sampling, and testing on park buildings, asphalt paving projects, athletic fields and related facilities. Services shall include, but not be limited to the following:

1. Perform constructability plan reviews and utility coordination throughout all project phases (coordinate with Pre-Construction).
2. Prepare bid documents and manage the bid process for all projects in coordination with Pre-Construction. The consultant shall also assist with preparation of contract special provisions. Consultant may be required to develop limited construction plans and complete bid documents for some of the minor projects.
3. Prepare construction cost estimates based on preliminary plans, and prepare final engineers' estimates along with comparisons to project budgets.
4. Review and analyze bids and recommend acceptance/rejection of lowest responsible bid to the County.
5. Schedule and conduct pre-construction conferences with contractors, utilities, and other interested parties to discuss the construction schedules, submittals, project requirements, etc. Transcribe and distribute meeting minutes. Issue addenda as necessary. Insure partnership with contractors in project delivery.
6. Review all submittals including schedules, shop drawings, engineering and architectural plans, and erosion control plans.
7. Schedule and conduct bi-weekly (minimum) coordination meetings on all projects to:
 - a Review progress on each construction phase.
 - b Identify, develop, and initiate means to correct problems in maintaining the critical path schedule.
 - c Coordinate efforts of the contractor and utilities and resolve any issues pertaining to the progress and quality of construction.

Minutes of the coordination meetings shall be transcribed and distributed.

8. Analyze all claims or requests for changes and aid in negotiation of prices as necessary. If additional items, funding, or contract time are requested, a detailed recommendation for acceptance/rejection will be submitted to the County, and an agenda item shall be prepared. If changes involve quantities only, with no additional items, funding, or time required, the

decision shall be rendered by the Construction Manager and thoroughly documented to the County and the project files.

9. Prepare, submit, and process monthly progress estimates on the Cobb County Program Management Information System (MIS) (or acceptable alternative system) of payment due the contractor based on documented estimates of actual quantities completed and accepted for payment.
10. Provide experienced and qualified project staff whose duties will include day-to-day decisions on construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel. Demonstrate "eyes in the field" approach.
11. Provide qualified inspection personnel in numbers necessary to ensure that the projects are constructed in reasonably close conformity with the plans, specifications, permits, and other contract provisions.
12. Maintain summaries for each pay item contained in the construction contract. The summary shall show total quantities to date (whether estimated or measured) as documented on the Inspection Reports and shall be utilized to prepare the contractor's monthly estimates. The inspector shall keep detailed, accurate records (diary) of the contractor's daily operations and significant events that affect the work.
13. Maintain sampling and testing logs for each appropriate item showing the status of testing and materials certification as the work progresses.
14. Maintain a submittal log providing transmittal, review, and approval/rejection dates of all submittals in order to ensure that no avoidable delays occur.
15. Coordinate the relocation of any utility/railroad facilities and provide liaison with the various utility owners. Monitor utility work performed under force account agreements and maintain appropriate accounting records. The consultant shall promptly advise the County of any omissions, substitutions, defects, and deficiencies in the work and any corrective actions taken.
16. Provide complete contract administration, management, and documentation of the projects, including providing and maintaining all letters, submittals, reports, resolution of problems, etc.
17. In addition to inspection of other construction activities, the inspector shall closely monitor the contractor's Erosion and Sedimentation Control activities to ensure strict compliance to the plans, specifications, and applicable regulations. Project engineers and inspectors must have appropriate certifications.
18. Provide liaison for the County to resolve neighboring property owners' or user group inquiries during construction. Serve as a contact for all citizens or agencies having questions or concerns about the construction. Submit written reports of all inquiries including any actions taken within one week of the initial contact.
19. Provide initial, monthly, and final photos of the construction with special attention to any problem areas.

20. Conduct final inspection of completed projects with the County and other interested agencies and prepare final punch list. Assure that final punch list work is completed in a timely fashion.
21. Prepare final statement and certification, final materials certificate, and final change order to close out the projects. The consultant shall present all records and documentation prepared in the course of the project to the County at the conclusion of the consultant's assignment to the project.
22. It is not anticipated that an inspector will be required on all projects at all times when work is progressing, except during critical activities such as foundation and/or slab installation, paving, plumbing and electrical rough-in, etc. However, the inspector (or project engineer) must be on the project at least once every day while work is progressing. The inspector must be on the project long enough to monitor all phases of construction as work progresses to determine that the contractor's equipment and personnel are capable of producing the specified work and that the completed construction meets the requirements of the plans and specifications, as well as inspection and verification of erosion control.

Additional Information

The County will provide limited office space and equipment and supplies (to be defined at a later date) for the above requested services. The consultant shall provide, at a minimum, the following:

1. A sufficient number of clearly identifiable vehicles to accommodate the consultant's project personnel.
2. Cellular phones for all project personnel. Project personnel must be reachable 24 hours per day, 7 days per week.
3. All necessary equipment, materials, and supplies to provide the construction services described above.

The consultant must describe and demonstrate useful approaches for proactive program management, effective project delivery, and best management practices.

It is anticipated that the successful consultant would be awarded a contract for the first two years of this work. Work Authorizations would then be issued on an annual basis for up to six years to complete the work, if the performance by the consultant is satisfactory.

SUBMITTING PROCEDURES

If your firm is interested in submitting a non-cost technical proposal for this project, please provide an original and **seven (7) copies** of the technical proposal as indicated below.

Pre-Proposal Conference **September 7, 2011, 10:00AM**
Cobb County Purchasing
1772 County Services Parkway, Marietta, 30008

Proposal Submittal **September 22, 2011, before 12:00 Noon**
Cobb County Purchasing
1772 County Services Parkway
Marietta, GA 30008-4021

Proposal Opening **September 22 2011, 2:00 p.m.**
Cobb County Purchasing
1772 County Services Parkway
Marietta, GA 30008-4021

Proposals submitted after the 12:00 Noon deadline shall be considered non-responsive and will not be opened. DO NOT DELIVER PROPOSAL TO THE COBB COUNTY PRCA OFFICE.

The technical proposal shall cover your firm's program and project approach as described above, key staff identified for the project and their relevant experience, experience of the firm, identification of any sub-consultants, program schedule, current workload, proposed program organizational chart and other relevant factors. All sub-consultants must be identified. The technical proposal is not limited in number of pages, but should be comprehensive and concise.

The technical proposals shall be sealed in an envelope or box with your firm's name and **“PROPOSAL FOR PROGRAM MANAGEMENT FOR THE 2011 SPLOST, PRCA, SEALED BID #11-5596** clearly marked on the front.

EVALUATION CRITERIA

Selection Method 1, Qualifications Based, as defined in the Cobb County Policy for Procurement of Professional Services, will be used to select the highest qualified consultant submitting a proposal for the 2011 PRCA SPLOST.

In accordance with the Procurement Policy, the technical proposals will be evaluated and ranked, with the three top-ranked proposals presented to the Board of Commissioners for approval for the Cobb County Parks, Recreation and Cultural Affairs Department to negotiate the final scope of services and fee with the Consultant submitting the top-ranked proposal. The evaluation of the technical proposals will be based on the following criteria:

1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar scope and complexity to the proposed project. (25 points)
2. Experience/Performance – Review of past performance on Cobb County projects, or other projects of similar scope and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County’s needs. Specific attention will be paid to parks and recreation experience. All bidders must clearly disclose any case in which the firm has been removed from a Program Management or similar contract prior to the scheduled end of the program. (35 points)
3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. (30 points)
4. Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project and location of the offices or facilities from which the services are to be provided to the County. (5 points)
5. Financial Stability – The firm shall submit a statement of financial stability prepared by a recognized financial data service (e.g. Dun and Bradstreet or Moody's), an audited financial statement, or a certification to the effect that the firm has sufficient financial resources and stability to successfully complete the project and that a financial statement is available upon request. The firm may also submit a summary of receipts and fees for the last five (5) years, most recent year first, indicating gross receipts for firm and gross receipts for local office. (5 points)

GENERAL TERMS

The successful proposer shall be required to sign as part of the terms and conditions of their being engaged by the County the following statements regarding Conflict of Interest, Contingency Fees, and Certification of Subcontractors:

- A. **CONFLICT OF INTEREST** -The Consultant certifies that, to the best of the Consultant’s knowledge, no circumstances exist which will cause a Conflict of Interest in performing the services

required by this contract, that no employee of the County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of the Consultant or his Subcontractor(s), and that no person associated with the Consultant or the Consultant's Subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should the Consultant become aware of any circumstances which may cause a Conflict of Interest during the term of this contract, the Consultant shall immediately notify the County. If the County determines that a Conflict of Interest exists, the County may require that the Consultant take action to remedy the Conflict of Interest or terminate the agreement without liability. The County shall have the right to recover any fees paid for services rendered by the Consultant which were performed while a Conflict of Interest existed if the Consultant had knowledge of the Conflict of Interest and did not notify the County within one (1) week of becoming aware of the existence of the Conflict of Interest.

B. PROHIBITION AGAINST CONTINGENT FEES – The Consultant warrants that the Consultant nor the Consultant's Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the consultant or Subcontractor(s) to solicit or secure this Agreement and that the Consultant nor the Consultant's Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or the Consultant's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate the 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.

C. CERTIFICATION OF SUBCONTRACTORS. The Consultant shall require each of the Consultant's Subcontractor(s) to sign a statement certifying to and agreeing to comply with the terms and conditions of A. and B. above. Such signed statements shall be on forms provided by the County. The Consultant shall return such executed forms to the County and they shall be incorporated in and become a part of the Agreement. No compensation shall be payable to the Consultant until executed certifications are received by the County for all of the Consultant's Subcontractors.

Disadvantaged Business Enterprise (DBE) participation is strongly encouraged. A monthly DBE utilization report must be submitted with each monthly invoice.

Cobb County reserves the right to reject any or all proposals submitted, or, where it may serve the best interest of the County, to request additional information or clarification from proposers. The County, in its sole discretion, also reserves the right to waive any informalities or technicalities relative to any and all proposals. At the County's discretion, presentations may be requested as part of the evaluation process. The County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether the proposal is selected.

There is no expressed or implied obligation for Cobb County to reimburse any firm for any expense incurred in preparing or presenting a proposal in response to this request for proposals.

QUESTIONS

Any questions about the Request for Proposal must be submitted in writing by **5:00 pm (EST) on Tuesday, September 13, 2011 to:**

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

A Pre-Proposal Meeting will be held at 10:00 AM on September 7, 2011 at the Cobb Purchasing Department, 1772 County Services Parkway, Marietta, GA 3008. Please be prepared to ask any questions at this meeting. There will be no individual meetings with perspective consultants.

Pre-Contractual Expenses

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

- Preparing the Proposal in response to this RFP and submitting the Proposal
- Negotiating with the County on any matter related to the Proposal, and
- Any other expense incurred by the Proposer prior to the date of Contract award shall not be the liability of the County.

The County and the Board of Commissioners shall be held harmless from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization in responding to this RFP.

Reserved Rights

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

In the event that funding from these sources is eliminated or decreased, the County reserves the right to terminate this Contract or modify it accordingly.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

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

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

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

II. Delivery

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

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 pm on the September 13, 2011**. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

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

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

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

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

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

V. Withdraw Proposal Due To Error

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

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to

whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

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

VII. Patent Indemnity

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

VIII. Award

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

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

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

IX. County Furnished Property

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

X. Rejection of Proposals

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

XI. Contract

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

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

XII. Delivery Failures

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

XIII. Non-Collusion

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

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

any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

XIV. Conflict Of Interest, Etc.

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

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

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

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

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

XV. Default

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

XVI. Disputes

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

XVII. Substitutions

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

XVIII. Ineligible Proposers

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

XIX. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and seven (7) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

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

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

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

XXI. Uniformity of Proposal

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

study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXII. Request Additional Information

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

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

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIII. Firm Prices

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

XXIV. Proposal/Presentation Costs

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

XXV. Proposal Format

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

XXVI. Indemnification/Hold Harmless

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts

any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

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

XXVII. Proposal Evaluation

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

1. Evaluation Responsibility

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

2. Presentations

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

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors. **See page 8 for Evaluation Criteria**

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

XXVIII. Multi-Year Contract Provisions

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

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

and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

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

XXIX. Proposal Requirements

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

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

XXX. Cover Letter/Executive Summary

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

XXXI. Project Team

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

XXXII. Special Terms And Conditions

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

XXXIII. Compliance with Georgia Security and Immigration Compliance Act Contractor Affidavit and Agreement (EXHIBIT A) - Not Applicable

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

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

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

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

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

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

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

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

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

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

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

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

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

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

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

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

***** Instructions *****

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

Cobb County Purchasing Division
Attn.: DBE Report

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

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C
Cobb County Government Disadvantaged Business Enterprise Participation
Monthly Report

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

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

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

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

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

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

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

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

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

Submitted by: _____
Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative