



## 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 (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 (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 BIDS  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: JANUARY 26, 2012**

Sealed bids from qualified contractors will be received before 12:00 NOON, January 26, 2012 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 # 12-5627**

**ANNUAL CONTRACT**

**GROUNDS MAINTENANCE SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**PRE-BID/PROPOSAL MEETING: JANUARY 9, 2012 @ 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: December 30, 2011  
January 6, 13, 20, 2012



**BID SUBMITTAL FORM**

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

**BID/PROJECT NUMBER: 12-5627**  
**ANNUAL CONTRACT**

**GROUND MAINTENANCE SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES**  
**COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**DELIVERY DEADLINE: JANUARY 26, 2012 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: JANUARY 26, 2012 @ 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 12-5627; 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: December 30, 2011  
January 6, 13, 20, 2012

## **SEALED BID LABEL**

### **SEALED BID ENCLOSED**

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

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**SEALED BID # 12-5627 DATE: January 26, 2012**

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

**DESCRIPTION: Annual Contract  
Grounds Maintenance 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 12-5627  
ANNUAL CONTRACT  
GROUNDS MAINTENANCE 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 # 12-5627  
ANNUAL CONTRACT  
GROUNDS MAINTENANCE SERVICES FOR  
COBB COUNTY GOVERNMENT FACILITIES**

**BID OPENING DATE: JANUARY 26, 2012**

**PRE-PROPOSAL CONFERENCE: JANUARY 9, 2012 @ 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 COPIES OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 98836**

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 - GROUNDS MAINTENANCE SERVICES**

**FOR**

**COBB COUNTY GOVERNMENT FACILITIES**

**SEALED BID #12-5627**

**OWNER:**

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

**Invitation To Bid**  
**Annual Contract – Grounds Maintenance Services for Cobb County Government Facilities**  
**Cobb County Property Management Department**  
**Sealed Bid #12-5627**

**SCOPE OF SERVICES:**

The Cobb County Property Management Department, on behalf of the Cobb County Board of Commissioners, seeks a contractor to provide Grounds Maintenance services for selected Cobb County Government 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, before 12:00 (noon) on **January 26, 2012. 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 and submittal of this bid shall be 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) Basic Service for Property Management and CCT Facilities.** No bid shall be considered if a proper bid bond or other authorized security has not been submitted.

Written inquiries regarding this bid mustg 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, January 17, 2012** will be issued in the form of an addendum.

**A pre-bid meeting is scheduled on January 9, 2012 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 March 1, 2012.

**Services to be provided in this Invitation to Bid include the following:**

- (1) Basic Services shall be provided on all properties listed on the Bidder Pricing Sheet and shall be paid in twelve monthly installments per the payment terms in the sample contract included with this bid package.
- (2) Mulching shall be considered a basic service; however mulching shall be priced separately and payment shall be made upon performance of each required service.

**Requests for site visits shall be directed to Mike Watts, Cobb County Property Management Department, 1150 Powder Springs Street Suite 200., Marietta, Ga. 30060. Mr. Watts can be reached at 678-758-8141.**

**I. BASIC SERVICES**

Contractor shall include full landscaping services for all buildings, adjacent landscaped areas, and parking lots, etc.

**A. MOWING**

Mowing of all primary turf areas shall be completed weekly during the growing season: Warm season turf from May 1st to October 15th and Cool season turf from March 1st to November 30th and as needed during the off season. Either a reel / rotary / or mulching mower shall be used for turf to produce a neat manicured appearance. Grass clippings shall be caught and bagged when necessary to prevent an accumulation of harmful thatch. The range of cutting heights is 2.5” to 3.5” for Tall Fescue and 0.5” to 1.5” for Bermuda.

All downtown turf areas and turf areas at other locations of less than 100 square feet (i.e. parking lot islands and areas bordered by buildings and sidewalks) shall be mowed with a push mower with a bag attachment.

Primary turf areas require mowing with a riding or push mower or otherwise designated as such by the owner. Secondary areas are designated by the owner as not being Primary or Tertiary classifications. These areas shall require service once every fourteen (14) days with services consisting of power scything seed-heads, mechanical and chemical control of noxious weeds or other methods approved by the owner. Tertiary areas are natural areas along property boundaries or wooded areas that do not require scheduled maintenance. Tertiary areas shall be periodically maintained to prevent unsightly or unsafe overgrowth or encroachment into Primary and Secondary areas. Tertiary areas shall include rough terrain, retention areas, woodland edges, and nature trails.

Contractor shall be responsible for all damages caused by mowing to signs, buildings, trees, shrubs, turf, and vehicles.

## **B. EDGING**

Edging of all concrete and paved surfaces within the primary turf and all mulch beds shall be performed weekly during the growing season. Turf shall be edged around sprinkler heads to allow proper watering as needed. At no time, shall a line weed eater be used to edge bed lines or curbs.

Chemical trimming (with a total kill herbicide) of owner-designated areas shall be performed as needed during the growing season.

Contractor shall be responsible for all damage caused by edging to signs, buildings, trees, shrubs, turf, and vehicles.

## **C. LEAF AND DEBRIS REMOVAL**

Natural and man-made debris shall be removed from all entrances, turf areas, ornamental beds, landscaped areas, and paved areas once weekly throughout the year. Dead plant material up to 15 feet in height shall be removed at each service. Leaf removal shall be provided weekly throughout the year as required. Removal of leaf and debris shall be taken away from the site and not blown into the street or onto adjacent property. Removal of leaf and natural debris on the grounds of 100 Cherokee Street shall be performed twice weekly during the fall leaf season at the request of the owner.

The use of a gasoline powered leaf blower in the vicinity of the HVAC fresh air intake of the facility at 100 Cherokee Street will require scheduling and coordination with the Owner's representative to prevent fumes from being drawn into the building.

## **D. FERTILIZATION AND LIMING**

Three (3) applications of slow release fertilizer including micronutrients (i.e. manganese, iron, zinc, copper, etc.) and trace minerals are to be applied to all primary turf areas as specified by soil analysis. Cool season turf, March, June, October; warm season turf, May, July, August.

Lime is to be applied to all primary turf areas, shrub beds, and tree beds annually in September or October as specified by soil analysis.

Soil analysis performed annually by contractor to determine types and application rates of fertilization and lime for specific turf areas, shrub beds, and tree beds.

Ornamental trees and shrubbery will be fertilized two times a year – April or May and July or August. Annuals and perennials shall be fertilized once every 30 to 45 days through the growing season. Mature plant material may fluctuate from this fertilization schedule.

Additional nutrients will be applied when appearance and/or soil analysis indicates.

## **E. DETHATCHING, AERATION, AND RESEEDING**

Scalping and/or dethatching of all warm season turf areas will be performed in the spring of the year, before green up starts. Removed thatch and clippings are to be removed from the property.

Aerate soil to a depth of two to three inches, in two directions, perpendicular to each other. Aeration of warm season turf areas will be performed in the spring, as conditions dictate to maintain a high standard of appearance. Aeration of cool season turf will be done one time per year in the fall. Use a machine that cultivates and plants at the same time or use a coring machine plus a vertical mower to break up the soil cores.

Reseeding of cool season turf areas will be performed in September or October of each year. Contractor shall seed with a hybrid fescue at a rate of 2 to 5 pounds per 1000 square feet as indicated by the condition of the turf.

Warm season turf will require overseeding with rye on bare spots to prevent washing.

## **F. WEED CONTROL**

Three (3) applications of pre-emergent herbicide shall be applied to all primary turf areas and mulch beds to prevent germination of certain seasonal weeds. One application shall be applied in February or March to all primary turf areas and mulch beds. Another application shall be applied in May or June to all primary turf areas and mulch beds. A third application shall be applied in September or October to all primary turf areas and mulch beds.

Post-emergent herbicide shall be applied as needed to all primary turf areas and mulch beds to kill existing weeds. Applications are not to be applied during stressful environmental conditions.

Post-emergent herbicide shall be applied to all crack weeds in paved areas.

Manual removal of all weeds in mulch beds, flowerbeds, and crack weeds in paved areas are required as to maintain a high standard of appearance.

## **G. PEST AND DISEASE CONTROL**

Insect and disease diagnosis and control shall be completed as needed on all turf, ornamental shrubs, trees (up to 15 feet in height), perennials and annuals. Preventative measures are to be taken for insect and disease control as timing dictates.

A preventive insecticide shall be applied in early March to plants susceptible to scale, to include needled Evergreens, Junipers, Euonymous, Hollies, Cherries, Oaks, and Maples. Pesticides shall be applied under the supervision of a certified applicator. Other applications of pesticide will only be applied as needed, when pests or disease are detected through the regular inspections. Spraying operations shall cover material up to a height of 25 feet.

Treatment of active ant beds shall occur on each visit. Soil shall be leveled and appearance of beds shall be eliminated after the bed has become inactive.

The broadcasting of a granular bait type product in the spring and fall shall be required to control fire ants.

## **H. PRUNING**

Shrubbery up to 15 feet in height, annuals and perennials shall be trimmed to present a high standard of appearance in keeping with the overall design. Pruning of ornamental tree species up to 15 feet in height shall be done in late winter. Spring flowering shrubs shall be pruned after the bloom while summer flowering shrubs shall be pruned during the growing season. Clippings shall be removed the same day. Pruning shall be performed in such a manner and method as to maintain a high standard of appearance. Vines and other noxious weeds are to be removed from all shrubbery.

Low hanging limbs that impede the flow of traffic shall be removed as needed.

Fences are to be kept clean and clear of all plant material.

## **I. GENERAL MAINTENANCE**

Contractor shall be responsible for replacement of plants, flowers, sod, etc. due to contractor's maintenance or service errors. Example: If the tire of a zero turn mower removes the grass leaving a bare spot, then the bare spot must be replaced by healthy sod within 7 days.

Contractor shall be responsible for removal of plant material up to and including 15 feet in length killed and/or damaged during periods of extreme conditions. These conditions include ice or windstorms.

Flourney Park at the south entrance to the atrium in the downtown area is not part of this contract.

Interiors of the parking decks are included in this contract.

## **J. SUPERVISION**

Weekly visits and inspections of sites selected by the Owner's representative shall be held with the Contractor's representative to insure that all tasks are being performed in accordance with the contract. A report of the improvements and/or corrections noticed during the visit and inspection to sites shall be submitted to the Owner by the Contractor's representative, on the Contractor's letterhead, and shall be used for follow-up visits and inspections. Weekly visits and inspections may be cancelled or rescheduled by the approval of the Owner's representative only. When deemed necessary the Owner may request a meeting with the Contractor to discuss any issues pertinent to the contract.

Upon the Contractor arrival at a site to perform work, it shall be the responsibility of the Contractor's representative to inform the Owner's representative of the Contractor's scheduled activities. After tasks are completed the Contractor shall be responsible to contact the Owner's site representative to review the checklist that describes in layman's terms all tasks that were accomplished. Work that is scheduled for completion and is not completed shall be noted on the checklist as to the reason why it was not completed. It shall be at the discretion of the Owner's site representative to walk the site with the Contractor to insure accuracy of the checklist. After receiving the signature of the Owner's representative, the Contractor shall leave a copy with the Owner's site representative.

The original signed checklists shall be delivered to the Cobb County Property Management Department (1150 Powder Springs Street Suite 200, Marietta, Georgia) each Monday. These checklists will be used in determining payment approvals. Any contracted tasks that are not completed for any

reason including inclement weather conditions are to be completed immediately following the resolution of reasons for not completing the tasks specified in the contract. All tasks that are not completed on scheduled visits shall be completed by use of extra labor forces, longer workdays or workweeks, or whatever measures necessary to meet the terms of the contract and to keep up the expected high standard appearance of each location.

Contractor shall provide to the Owner's representative for approval a detailed schedule of activities outside the scope of weekly maintenance (i.e. fertilization, mulching, aeration, reseeding, color installation, etc.) 15 days prior to performing the tasks.

## **II. MULCHING (Basic Services)**

Major mulch applications shall be completed twice yearly for all sites on the basic services list with the sole exception of the Fire Headquarters. One application in June, and the second application after Christmas through January. A minimum of 5,000 bales of pine straw shall be used to achieve a minimum depth of 3 inches by each major application. Touch-up mulch applications shall be applied throughout the year as conditions warrant and owner dictates to maintain a 3-inch depth. Contractor shall provide whatever materials, labor, or equipment required accomplishing the work at the cost to the contractor. All excessive sticks, pinecones, etc. shall be removed from mulch and edges shall be rolled and tucked.

## **III. CONTRACTOR IDENTIFICATION REQUIREMENTS**

Whenever working on Cobb County properties, the contractor shall ensure the following:

All contractor vehicles shall clearly display contractor's company name and current phone number and/or address.

All contractor employees shall wear company uniforms that display the company name.

## **END OF SPECIFICATIONS SECTION**

## **SPECIAL TERMS AND CONDITIONS**

### **I. Bonds**

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

The required 5% bid bond shall be for not less than 5% of the base bid amount for Year 1. The successful bidder's security will be retained until signed Contract and required certificates of insurance and bonds have been received by the Owner. A certified check is acceptable. No other form of bid security will be accepted.

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

The required 100% Performance Bond and Labor and Material Payment Bond, or other instruments allowed by law and accepted by Owner, must be secured and submitted prior to signing the Contract, and prior to the anniversary date for any renewal terms of the Contract, each in the amount of 100% of the Annual Contract Sum. Bonds shall be submitted on bond forms provided by the Owner, samples of which are included in this bid package, and must be written by a surety company licensed to do business in the State of Georgia, have an "AM Best" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the Federal Government (Circular 570), and have recommended Bond limits equal to or in excess of those required for this project; or otherwise acceptable to the Owner.

### **II. Contract**

This entire bid package and any subsequent addenda hereto shall constitute the Project Manual for contracts and services resulting from this bid.

The Owner may choose to issue multiple contracts under this Bid. The Bidder to whom the Contract(s) is awarded shall, within ten days after Notice of Award and receipt of Contract forms from the Owner, sign and deliver required copies to the Owner.

At or prior to delivery of the signed Contract(s), the successful Bidder shall provide to the Owner the Certificates of Insurance and Labor and Material and Performance Bonds required by the Owner. Insurance and Bonds must be approved by the Owner before the Bidder may proceed with the Work, with such approval being issued either as a written "Notice to Proceed" or by return of the fully signed Contract and Owner's Purchase Order funding the Work.

Failure by the Bidder to return a legally signed Contract(s) and/or the required Certificates of Insurance or Bonds in the time specified herein may have their Award and Contract(s) rescinded and shall forfeit their Bid Bond.

All contracts resulting from this Bid shall in all circumstances be governed and controlled by the provisions contained in the Official Code of Georgia, Section 36-60-13, which is incorporated by reference, in that, among other provisions, the contracts shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which they are executed and at the close of each calendar year for which they may be renewed, provided, however, annual contracts shall automatically renew for up to two additional one year terms, providing for a total of THREE (3) years of services resulting from this bid, unless Owner provides to Contractor written notice at least 30 days prior to the end of the initial year of the Contract or any subsequent year for which it may be renewed. Owner shall confirm renewal of contracts for additional terms by issuance of Purchase Orders funding the work covered by the contract.

In addition to the contract term anticipated above and any termination for cause provision, the Owner reserves the right to cancel any contract with the Contractor at any time for its convenience and without cause by providing at least 30 days written notice to Contractor in which the date of termination shall be set forth. In the event such of cancellation of the contract, Contractor shall be entitled to payment for all approved services performed and materials provided prior to the termination date set forth in the notice of intent to cancel the contract, but shall be entitled to no further compensation or damages of any sort, including but not limited to lost profits or consequential damages. The Owner may also in its discretion and without any liability modify the contract to reduce or exclude certain services or materials to be provided in the contract and the price shall be equitably adjusted.

### **III. Required Federal Transportation Administration Attachments and Certifications**

Cobb County Community Transit is a participant in this bid. Federal Transportation Administration (FTA) requirements are applicable to all bids submitted, and all contracts and work resulting therefrom, on behalf of the Cobb Community Transit. These requirements and required forms are included as attachments to this bid, identified as FTA Attachments. Bidders must complete, sign and return Forms 1 – 4 in FTA Attachment 1 and FTA Attachments 2 – 7 with their bid submittal.

Where the listed FTA requirements are in conflict with other bid or contracting requirements of the Cobb County Board of Commissioners incorporated in this bid, the FTA requirements shall govern only for work separately contracted on behalf of the Cobb County Community Transit.

## **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 on Tuesday, January 17, 2012** 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.

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, 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 be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

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

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

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

#### **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)<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>). 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: \_\_\_\_\_

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

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

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

I further certify to Cobb County, Georgia the following:

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

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

**Sworn to by:**

**Employer Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

Notary Public  
Commission Expires: \_\_\_\_\_

**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

**EXHIBIT D**

**SAMPLE CONTRACT**

<b>PAGE 1 OF 1</b>	<b>DATE:</b>
--------------------	--------------

**AGREEMENT**

**OWNER:** COBB COUNTY BOARD OF COMMISSIONERS  
100 CHEROKEE STREET  
MARIETTA, GEORGIA 30060

**CONTRACTOR:** CONTRACTOR NAME.  
ADDRESS

**WORK:** **ANNUAL CONTRACT FOR GROUNDS MAINTENANCE SERVICES – COBB COUNTY FACILITIES**: The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #09-XXXX Annual Contract for Custodial Services for Cobb County, including any addendums thereto, (aka Project Manual), and the Contractor’s Bid Proposal. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

**TERM:** March 1, 2012 to February 28, 2013, with full renewal options per the Project Manual. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this Agreement and appropriate purchase orders.

**PROJECT:** Full Service custodial services in accordance with the Project Manual for all properties listed on Schedule A to this Agreement.

**PRICE:** Basic Services included in the Project shall be billed in twelve monthly payments of \$X,XXX.xx per month for a total of \$XX,XXX.xx for the contract term. Color services shall be billed in two payments of \$X,XXX.xx upon completion of work. Irrigation services shall be billed in installments upon completion of each installment, with total irrigation services equal \$X,XXX.xx). The total value of this contract shall be (Price in Words (\$XX,XXX.xx).

**BILLING:** All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Ga. 30060

Contractor Name  
Street Address  
City, State, ZIP

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**EXHIBIT E  
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)**

**EXHIBIT E-1  
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)

## REQUIRED FEDERAL TRANSPORTATION ADMINISTRATION ATTACHMENTS AND CERTIFICATIONS

### **NOTICE TO BIDDERS:**

**The following Federal Transportation Administration (FTA) requirements are applicable to all bids submitted, and all contracts and work resulting therefrom, on behalf of the Cobb Community Transit, a division of the Cobb County Board of Commissioners.**

**Where the listed FTA requirements are in conflict with other bid or contracting requirements of the Cobb County Board of Commissioners incorporated in this bid, the FTA requirements shall govern only for work separately contracted on behalf of the Cobb County Community Transit.**

**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

## Section 1.01 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.

i) **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)**

Section 1.02 DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

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

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

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

whose address is \_\_\_\_\_  
\* I hereby declare and affirm that I am a certified DBE.

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

This firm has current DBE certification from the following agencies:

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

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

\_\_\_\_\_  
(Date) (Affiant)  
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

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

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

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

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

**DBE FORM 3 (Reproduce as necessary)**

**1) LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

TO: \_\_\_\_\_  
(Name of General Contractor Proposing)

PROJECT: \_\_\_\_\_

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

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

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

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

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

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

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

\*

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

**DBE FORM 4 (Reproduce as necessary)**

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

**DBE UNAVAILABILITY CERTIFICATION**

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

of \_\_\_\_\_, certify that on the dates below,

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

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

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

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**GOOD FAITH EFFORT REQUIREMENT**

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

\_ signature

date

End of Section

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

**ATTACHMENT 2**

Article II. 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

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

**ATTACHMENT 5**

**CERTIFICATION OF CONSULTANT DRUG-FREE WORKPLACE**

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

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

**ATTACHMENT 6**

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

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

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Name/Title of Authorized Agent

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

**ATTACHMENT 7**

**NON-SEGREGATED FACILITIES**

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Date

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

**ATTACHMENT 8**

**BUY AMERICA**

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

**Certificate of Compliance**

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

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

**Certificate of Non-Compliance**

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

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

Note:

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

**ATTACHMENT 9**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 10**

**PROPOSAL SUBMITTAL LETTER**

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

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

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Sworn to and subscribed before me the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

My Commission Expires:

\_\_\_\_\_  
Date

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

**ATTACHMENT 11  
The Department of Transportation  
Cobb Community Transit  
Bid Protest Procedures**

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

**Definitions**

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

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

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

**Submission of Protests**

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

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

**Types of Protests and Deadline to File**

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

The County will recognize three different types of protest:

**1. Protest regarding solicitation**

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

**2. Protest regarding offer evaluation**

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

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

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

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

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

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

#### **Protest regarding solicitation**

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

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

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

#### **Protest after award**

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

#### **Protest regarding bid evaluation**

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

**Protest Regarding Award of Contract**

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

**Decisions by the County**

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

- a. When failing to fulfill the need for the items or services would cause irreparable harm to the County or 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

**COBB COUNTY SEALED BID FOR GROUNDS MAINTENANCE SERVICES  
BID FORM  
Page 1 of 3**

TO: COBB COUNTY BOARD OF COMMISSIONERS  
THE UNDERSIGNED, having examined the proposed contract documents titled:

**Annual Contract for Grounds Maintenance Services for Cobb County Government Facilities  
Cobb County Property Management Department  
Sealed Bid #12-5627**

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 SUMS OF:

**I. Work identified as Basic Services – Property Management Facilities:**

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

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

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

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

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

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

**II. Work identified as Basic Services – Cobb Community Transit Facilities:**

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

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

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

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

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

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

**CONTRACTOR'S QUALIFICATION STATEMENT**

**I. CONTRACTOR**

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of Business Entity: \_\_\_\_\_  
(corporation, sole proprietorship, partnership, p.c.)

Contractor does \_\_\_\_\_ or does not \_\_\_\_\_ anticipate using subcontractor(s) in the performance of this Work.

Contractor Business Entity Principals:

Primary Owners (if other than C-Corporation): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Business is organized under the Laws of the State of \_\_\_\_\_

**II. BANK REFERENCE**

Primary Bank: \_\_\_\_\_

Relationship officer responsible for account: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**III. BACKGROUND**

Has Contractor ever done business under a different name? \_\_\_\_\_

If so, provide names: \_\_\_\_\_

Prior projects with Cobb County: \_\_\_\_\_

**COBB COUNTY SEALED BID FOR GROUNDS MAINTENANCE SERVICES  
BID FORM  
Page 3 of 3**

**SIMILAR PROJECT EXPERIENCE**

Bidders shall provide a separate list of at least five (5) references prepared on the Bidder's letterhead. Each reference shall contain the following information at a minimum. At least three (3) references must be current, active customers willing to allow the Owner to inspect their facilities to confirm the quality of work performed.

Name of project: \_\_\_\_\_  
Address of project: \_\_\_\_\_  
Contact person with Owner: \_\_\_\_\_  
Phone number: \_\_\_\_\_

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

By submitting this bid, the undersigned hereby certifies that to the best of his/her knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for Cobb County.

\_\_\_\_\_  
(Initial)

**The undersigned acknowledges receipt of Addenda numbers:**

ADDENDUM NO.	_____	Acknowledged:	_____
ADDENDUM NO.	_____	Acknowledged:	_____
ADDENDUM NO.	_____	Acknowledged:	_____

**BIDDER SIGNATURES**

**The undersigned understands and agrees also to comply with and be bound by the entire contents of the Sealed Bid No. #12-5627 (aka Project Manual) including all Addenda.**

Bid dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_  
Bidder: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Group I - Property Management Facilities**  
**Notes on page 2**

<b>Location</b>	<b>Address</b>	<b>City</b>	<b>Turf</b>	<b>Notes</b>
Acworth Health Center	4489 Industrial Drive	Acworth	Warm	
Acworth Library	4569 Dallas Street	Acworth	Warm	
Administration Building	10 E. Park Square	Marietta	Warm	
C. Freeman Poole Senior Center	4025 South Hurt Road	Smyrna	Warm	
Cabinet Shop	320 Key Drive	Marietta	N/A	
Central Library (See Note)	266 Roswell St.	Marietta	Cool	10
Cobb County Building	100 Cherokee St.	Marietta	Warm	
Cobb County Government Signs	County Services Pkwy. (2 signs)	Marietta	N/A	
Cobb County Parking Deck	115 Waddell St.	Marietta	Warm	
Cumberland Police/Fire Sta.	1901 Cumberland Pkwy	Atlanta	Warm	
Dobbs Street Jury Parking	159 Dobbs St.	Marietta	Warm	
East Cobb Government Center	4400 Lower Roswell Rd.	Marietta	Warm	
East Cobb Senior Center	3332 Sandy Plains Rd.	Marietta	Both	
East Marietta Library	2051 Lower Roswell	Marietta	Warm	
Fire Headquarters	1595 Cty Services Pkwy	Marietta	Warm	
Gritters Library	880 Shaw Park Road	Marietta	Cool	
Haynes Street Jury Parking	Haynes St. @ Lawrence St.	Marietta	Warm	
Health Dept Headquarters	1650 Cty Services Pkwy	Marietta	N/A	
Justice Center Complex	32 Waddell St.	Marietta	Warm	
Kemp Memorial Library (See Note)	4029 Due West Road	Marietta	Warm	1
Kennesaw Library	2050 Lewis Street	Kennesaw	Warm	
Lawrance Street Parking Deck	191 Lawrance Street	Marietta		
Lewis A. Ray Library	4500 Oakdale Rd.	Smyrna	Warm	
Marietta Senior Center	32 N. Fairground St.	Marietta	No turf Service	
Mountain View Library (See Note)	3328 Sandy Plains Road	Marietta	Warm	9
North Cobb Police/Fire Sta.	2380 Cobb Parkway	Kennesaw	Warm	
North Cobb Senior Center	4100 Hwy 293	Acworth	Warm	
Old Elections Bldg.	47 Waddell St.	Marietta	Warm	
Police Headquarters	140 N. Marietta Pkwy	Marietta	Warm	
Property Management	57 Waddell St.	Marietta	Warm	
Quality of Life Building (See Note)	5801 Mableton Pkwy.	Mableton	Warm	3
Records Storage	1151 Whitlock Avenue	Marietta	Warm	
Sibley Library (See Note)	1539 S. Cobb Drive	Marietta	Warm	4
Smyrna Health Center	3830 S. Cobb Drive	Smyrna	Both	
South Cobb Government Center	4700 Austell Road	Austell	Warm	
South Cobb Regional Library(See Note)	805 Clay Road	Mableton	Both	5
State Court Building	12 E. Park Square	Marietta	Warm	
Stratton Library	1100 Powder Spgs Rd.	Marietta	Warm	
Superior Court	70 Haynes Street	Marietta		
Vinings Library	4300 Paces Ferry Rd.	Atlanta	Warm	
Wachovia Bank Bldg.	121 Haynes St.	Marietta	Warm	
West Cobb Police/Fire Sta. (See Note)	4640 Dallas Highway	Powder Springs	Warm	6
West Cobb Regional Library	1750 Dennis Kemp Lane	Kennesaw	Warm	
West Cobb Senior Center	4915 Dallas Rd.	Powder Springs	No turf service	
West Park Govt. Center (See Note)	736 Whitlock Ave.	Marietta	Both	7

**Group II - CCT Facilities**

CCT Headquarters	463 Commerce Park Dr.	Marietta	Warm	
CCT Bus Operations Lot	800 South Marietta Pkwy.	Marietta	Both	
CCT "Ryan's" Lot	790 South Marietta Pkwy.	Marietta	Warm	
Marietta Park'n'Ride (See Note)	900 South Marietta Parkway	Marietta	Warm	2
Cumberland Transfer Station	2996 Cumberland Boulevard	Atlanta	Warm	
Acworth Park'n'Ride	6045 Lake Acworth Dr.	Acworth	Warm	

**Notes:**

The following notes are intended to provide clarification regarding work scope at the referenced sites only, and should not be inferred to apply in any way to other sites

- (1) Kemp Memorial Library: The retention pond is a primary turf area.
- (2) Marietta Park'n'Ride: The retention pond dam and drainage ditch are secondary turf areas.
- (3) Quality of Life Bldg: This is a former library. The Parking area inside the fence is included in the work.
- (4) Sibley Library: Site includes the large grassed lot behind the library, to the edge of neighbor parking lot
- (5) South Cobb Regional Library: The retention pond fence is to be kept clean; and the area behind the retention pond is secondary turf area.
- (6) West Cobb Police/Fire Sta.: no clipping within the retention pond
- (7) West Park Govt. Center: The retention pond shall be kept free of trees; weeds are to be kept trimmed below the height of surrounding shrubs; and the entire rear property, both inside and outside the fence, is included in the work.
- (8) Windy Hill Senior Center: The trail at the rear of the building is included in the work.
- (9) Mtn. View Library retention pond service
- (10) Central Library retention pond is a secondary turf area

**The County reserves the right to add or eliminate service to locations necessary to provide adequate service to County**

**BIDDER PRICING SHEETS**

**Sections I & II: Basic Services by Site**

**Notice to Bidders:** Pricing shall be an annual price (12 months) for all Basic Services. Contractor shall anticipate the final contract will provide for 12 equal monthly payments. Prices for Mulch services shall be the total price for all sites PER SERVICE (2 services/year).

**Section 1-A Totals: Grounds Maintenance Services**

	Year One	Year Two	Year Three
All Property Management Sites:	\$ _____	\$ _____	\$ _____

**Section I-B. Mulch Services - Property Management Facilities: All Sites Inclusive**

	Year One	Year Two	Year Three
Fall Mulch Service - All Sites	\$ _____	\$ _____	\$ _____

	Year One	Year Two	Year Three
Spring Mulch Service - All Sites	\$ _____	\$ _____	\$ _____

**Totals: Mulch Services – Fall and Spring**

	Year One	Year Two	Year Three
All Property Management Sites:	\$ _____	\$ _____	\$ _____

	Year One	Year Two	Year Three
<b>Total Basic Services Bid by Year: (I-A + I-B):</b> <i>(Enter Here and on Bid Form for Base Services - Lump Sum)</i>	\$ _____	\$ _____	\$ _____

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

**Section II-A: Basic Services by Site - Cobb Community Transit Facilities**

Location	Turf Type (Warm or Cool Season)	Year One Price	Year Two Price	Year Three Price
CCT Headquarters	Warm	\$	\$	\$
CCT Bus Operations Lot	Both	\$	\$	\$
CCT "Ryan's" Lot	Warm	\$	\$	\$
Marietta Park'n'Ride	Warm	\$	\$	\$
Cumberland Transfer Station	Warm	\$	\$	\$
Acworth Park'n'Ride	Warm	\$	\$	\$

**Section II-A Totals: Grounds Maintenance Services**

	Year One	Year Two	Year Three
All Cobb Community Transit Sites:	\$	\$	\$

**Section II-B. Mulch Services – Cobb Community Transits Sites: All Sites Inclusive**

	Year One	Year Two	Year Three
Fall Mulch Service - All Sites	\$	\$	\$

	Year One	Year Two	Year Three
Spring Mulch Service - All Sites	\$	\$	\$

**II-B Total Mulch Services for all Cobb Community Transit Sites:**

	Year One	Year Two	Year Three
	\$	\$	\$

	Year One	Year Two	Year Three
Total Basic Services Bid by Year: (II-A + II-B): (Enter Here and on Bid Form for Base Services - Lump Sum)	\$	\$	\$

Bidder Initials:

