



COBB COUNTY PURCHASING DEPARTMENT

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

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

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

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

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

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

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

PLEASE CHECK bid specifications and advertisement for document requirements.

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

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

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A (NOT REQUIRED)**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

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

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: FEBRUARY 2, 2012

Cobb County will receive Sealed Bids before 12:00 NOON, February 2, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 12 – 5630
REQUEST FOR PROPOSAL
COMMERCIAL REAL ESTATE BROKERAGE SERVICES
COBB COUNTY PROPERTY COMMISSION
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**PRE-PROPOSAL MEETING: JANUARY 17, 2012 @ 10:00 A.M.
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
1150 POWDER SPRINGS ROAD, SUITE 200
MARIETTA, GA 30008**

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

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

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

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

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

Advertise: January 6, 13, 20, 27, 2012



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 12-5630
REQUEST FOR PROPOSAL
COMMERCIAL REAL ESTATE BROKERAGE SERVICES
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

DELIVERY DEADLINE: FEBRUARY 2, 2012 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: FEBRUARY 2, 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 12-5630; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

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

Advertise Dates: January 6, 13, 20, 27, 2012

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 12-5630 DATE: February 2, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal
Commercial Real Estate Brokerage Services

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 12-5630
REQUEST FOR PROPOSAL
COMMERCIAL REAL ESTATE BROKERAGE SERVICES**

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

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

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

Please PRINT the following:

Company

Representative

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



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 12-5630
COMMERCIAL REAL ESTATE BROKERAGE SERVICES
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

BID OPENING DATE: FEBRUARY 2, 2012

**PRE-PROPOSAL CONFERENCE: JANUARY 17, 2012 @ 10:00 A.M. (E.S.T.)
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
1150 POWDER SPRINGS ROAD
SUITE 200
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 5 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 95883

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

**REQUEST FOR PROPOSAL
COMMERCIAL REAL ESTATE BROKERAGE SERVICES
COBB COUNTY PROPERTY COMMISSION
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
SEALED BID #12-5630**

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**REQUEST FOR PROPOSAL
COMMERCIAL REAL ESTATE BROKERAGE SERVICES
COBB COUNTY PROPERTY COMMISSION
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

Introduction:

The Cobb County Board of Commissioners is soliciting proposals from experienced firms for Commercial Real Estate Brokerage services.

Contract will be awarded to the firm/consultants believed to be most qualified to provide full commercial real estate brokerage services for the sale of eleven Cobb County properties.

General Instructions:

To be considered, bidders must submit a complete response to this Request for Proposal to:

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

Responses shall be received until 12:00 noon on February 2, 2012. Bidders are requested to send an original and five (5) copies. Late bids will not be accepted.

A Pre-Proposal Conference will be held at 10:00 a.m. on January 17, 2012 at the Cobb County Property Management Office located at 1150 Powder Springs Road, Suite 200, Marietta, Georgia 30008. All firms intending to respond to this Request for Proposals are strongly urged to attend.

All questions regarding this RFP must be directed in writing to:

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

Written responses to all written inquiries received by **5:00 p.m. on January 24, 2012** will be addressed in the form of an addendum and available for download in PDF format on the Cobb County Purchasing website: purchasing.cobbcountyga.gov

General Conditions

Each firm is to prepare their response according to the RFP format, i.e., by section and paragraph of this RFP. Cobb County reserves the right to reject any RFP not submitted within the required time frame; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any responding firm. All costs related to the preparation, submittal, and/or presentation of this RFQ are the responsibility of the respondent and will not be assumed in full or in

part by Cobb County.

A. Limitations

This RFP does not commit Cobb County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Cobb County in making the award will consider the competency and responsibility of proposers. The Cobb County Board of Commissioners reserves the right to reject any and all proposals, to waive any informality, to reject portions of the proposals, to waive technicalities and to award contracts in a manner consistent with the interest of the Owner and the laws of the State of Georgia.

Cobb County also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal shall be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the Broker(s) whose proposal is most advantageous to Cobb County based on the evaluation criteria set forth in the RFP.

Selection Criteria

A Selection Committee will be formed to review and evaluate the proposals and select the vendor. Cobb County will make the award to the responsive, responsible proposer whose proposal is most advantageous to the County. Further evaluations may include an oral presentation to the Committee by the firm or firms deemed most responsive to the RFP. The committee recommendation will be taken to the Board of Commissioners to approve the award of a contract.

The following weighted criteria will be utilized for the selection:

1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project

2. Experience/Performance – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years, including for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict);

3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the RFPs or RFQs

4. Availability and Local Vendor Presence

a. Availability

Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the

services are to be provided to the County (Up to five points based on 4.b.i and up to seven points based on 4.b.ii)

b. Local Vendor Presence

i. Five (5) **qualitative** evaluation criteria points will be given to each local vendor that meets the approved qualifications where the estimated cost of professional services is expected to be between \$50,000 and \$100,000.

ii. Three (3) **qualitative** evaluation criteria points will be given to each local vendor that meets the approved qualifications where the estimated cost of professional services is expected to exceed \$100,000.

5. Cost – Evaluation of the overall cost of the required services as submitted in the RFP, where applicable.

6. Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.

Background

This Request for Proposals (RFP) is seeking proposals from qualified Georgia-licensed real estate brokerage firms, to serve as the Broker, assisting the Cobb County Property Commission in the sale or lease of vacant office buildings/property located throughout the County.

A Project Objectives and Description

The overarching objective of this project is to assist the County with the sale or lease of vacant real estate assets owned by the County, and negotiating a final real estate transaction, including the closing of escrow.

B Minimum Qualifications

Please note that responses to this RFP are sought only from experienced Brokers who can demonstrate their ability to perform and who have personnel with a proven track record of success in providing commercial real estate broker services. As such, proposals must demonstrate that the Broker(s) meets the following minimum qualifications to be eligible for consideration for this project:

1. The firm, organization or company must be or employ a licensed real estate broker in the state of Georgia. The Lead Broker and other key real estate professional(s) assigned to the contract must be licensed real estate brokers or agents in the state of Georgia.
2. Brokerage firm must have an office, which has been continuously operated for the last five (5) years, in a geographical area(s) within Cobb County.

3. The Lead Broker assigned to the contract and responsible for the coordination and execution of the work must have a minimum of ten (10) years experience and a proven track record of in providing commercial real estate brokerage transactional services involving large scale commercial properties for governmental and/or corporate clients.
4. Each real estate professional assigned to this contract must have a minimum of seven (7) years experience in their respective area(s) of expertise. All other assigned professionals must have a minimum of five (5) years experience in their respective area(s) of expertise.

Scope of Services

Preliminary Scope of Work

A. Minimum Requirements

The principal responsibility of the selected Broker is to provide commercial real estate brokerage services with regard to the sale or lease of vacant Cobb County assets that meet certain minimum real estate requirements for sale or lease by Cobb County.

B. Real Estate Transaction Services

The services the Broker may perform include, but are not limited to, the following:

1. Confirm Real Estate Requirements: Review existing properties and documentation and re-confirm the County's major real estate assumptions and requirements that will be incorporated into the site search and selection task.
2. Develop Marketing Materials: Prepare draft marketing materials to solicit owners, developers or third parties interested in buying or leasing an office building or other property owned by Cobb County. Broker will conduct any pre-proposal conferences and shall be responsible for responding to all inquiries.
3. Site Search and Site Selection: Market real estate opportunity to brokers and other resources with property listings in the Atlanta area. Receive and conduct initial assessment of all responses .Coordinate and conduct site tours for perspective buyers.
4. Proposal Evaluation/Short List Recommendation: Broker will review and evaluate all submitted proposals and conduct due diligence to confirm the merits of any proposal received. Broker will confirm all costs associated with selling each building under consideration
5. Board Presentations/Approval to Proceed: Review of short-list will involve multiple presentations to Property Commission and or the Cobb County Board of Commissioners for consideration before proceeding with any real estate property negotiations.

6. Negotiations: Upon approval to proceed, Broker will develop, present and obtain pre-approval of the real estate negotiation strategies and principles by the Support Services Director and/or her designee and will conduct negotiations to secure the best possible real estate transaction with maximum incentives and concessions consistent with professional ethics and the market conditions. Broker must provide County written documentation of the negotiation process and present all offers to purchase or lease County property, including terms of agreements, Letters of Intent, contracts, leases and other documents.
7. Final Recommendation: Broker will present the terms and conditions for the recommended final option for review and approval and will involve multiple presentations to the Property Commission and Board of Commissioners for consideration.
8. Escrow / Documentation: Broker will prepare and/or coordinate the completion of required documentation to finalize the approved real estate transaction.

The successful Real Estate proposer firm will sign a contract for real estate brokerage services without modifications, in the form as attached to this request for proposals (RFP) as Exhibit "D". Once a contract is executed between the County and the successful proposer, the successful proposer will be required to provide the services as required by this RFP by the members of the proposed project team, including any and all consultants. Cobb County must first approve any change in or substitution of project team members, including any consultant, in writing.

COMPENSATION SCHEDULE

Cobb County expects that compensation for services rendered by Broker shall be through real estate commissions paid contingent upon the close of escrow or execution of a binding lease agreement resulting from a real estate transaction. The Broker will be expected to disclose in their submittal any compensation, if any, due to the Broker that the Broker would require from Cobb County and under what circumstances these fees might apply should there be no real estate transaction resulting from the Broker's services. Compensation is contingent upon the close of a property sale escrow or the execution of a binding lease agreement.

Broker shall provide a compensation schedule that clearly defines and details 1) all costs associated with the scope of work that the Broker will receive in the form of Commission; and 2) any non-commission fees that the County will be required to pay and to identify under what circumstances these fees will apply.

PROVIDE THE FOLLOWING QUALIFICATIONS AND INFORMATION

1. Firm and Broker's Information
 - a. Firm local name, address, and telephone number
 - b. Primary local contact person(s) and telephone number(s)
 - c. Total number of firm's local full-time employees

- d. Year local firm established
 - e. Local firm billings for the last three fiscal years
 - f. Local firm's billing for the current fiscal year
 - g. Provide a listing and description of all current litigation involving the local firm
 - h. Provide a listing and description of all litigation history for the local firm since and including 2003.
 - i. Provide a copy of the most recent completed year's financial statements (Income Statement and Balance Sheet) for the local firm
2. Qualifying Experience - Professionals: Provide the name and title of the Managing Principal or Broker representative for the coordination and execution of work, other key real estate professional(s), and any other professionals that will be assigned to this contract including resumes (not exceeding 2 pages) of education, experience and qualifications related to experience, copies of the Georgia broker/salesperson licenses, contact information, and their area of responsibility in servicing the contract.
3. Provide a description of the firm's special capabilities, techniques or resources that can be contributed to this assignment. A minimum of five references from projects of a similar scope and type shall be submitted with each proposal by the prime firm and sub-consultants. If the five chosen projects do not meet the criteria herein, provide additional references to satisfy the requirements. Particular emphasis should be placed on demonstrating previous experience in related projects. Describe the firm's or team's qualifications to complete the work. The real estate expertise required to accomplish the complete scope-of-work must be represented either within the firm's in-house staff, or by a team of consulting firms. A team submission must be made by a prime consultant. If the submission is a team submission, describe the previous experience that the prime consultant has had working with the various team members. Identify and provide resume information for Project Manager and the key personnel. Provide the office location where the work will be performed.
4. Transactions: Provide a list of all commercial sales that occurred any time during the five (5) year period beginning November 1, 2006 and ending October 31, 2011 wherein the firm, the Managing Principal or other real estate professional(s) on the proposed team were involved. Also identify the client as either 1) government entity or 2) corporate client. The Managing Principal or real estate professional(s) on the proposed team are not restricted to experience and performance with a specific firm.
5. Statement of local firm's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall fully examine the Request for Proposal (RFP), contract for broker services and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

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

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

II. Delivery

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

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, instructions or other documents must be received by **5:00 pm on January 24, 2012** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

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

IV. Submission of Proposals

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

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods

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

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

V. Withdraw Proposal Due To Error

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

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

VI. Patent/Copyright Indemnity

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

VII. Award

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

qualified to carry out the obligations of the contract.

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

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

VII. County Furnished Property

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

IX. Rejection of Proposals

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

X. Contract

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

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

XI. Delivery Failures

Failure of a proposer/contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the proposer/contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies

owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XII. Non-Collusion

By submission of a proposal, the proposer agrees and shall submit a statement in the form attached to this RFP that, certifies, under penalty of perjury, that to the best of its knowledge and belief:

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

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

XIII. Conflict Of Interest, Etc.

By submission of a proposal, the proposer agrees and shall submit a statement in the form attached to this RFP that, certifies, under penalty of perjury, that to the best of its knowledge and belief:

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

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

For any breach or violation of this provision, the County shall have the right to terminate

any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

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

XIV. Default

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

XV. 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.

XVI. Substitutions

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

XVII. Ineligible Proposers

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

XVIII. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and five (5) copies of the proposal must be submitted, complete with a cover letter signed by an official within the

organization who has authority over project negotiation.

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

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

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

XIX. Uniformity of Proposal

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

XX. Request Additional Information

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

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

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

XXI. Firm Prices

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

XXII. Proposal/Presentation Costs

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

XXIII. Proposal Format

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

XXIV. Indemnification/Hold Harmless

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

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

XXV. Local Vendor Presence (LVP) program

A. QUALIFICATIONS

1. Any business or firm having a physical office located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County for one (1) or more years. Only the "prime" contractor will be eligible for consideration.
2. Must have a current Cobb County Occupation Tax Certificate (or its equivalent from a Cobb municipality) on the closing date of solicitation for which a qualified bid has been submitted.

3. Must have no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. An affidavit will be required which reserves the County's option to require additional documentation upon award or consideration of award.

B. DETERMINATION

Local Vendor Presence information is required to be submitted at the time of the qualified bid and determination will be made by the Purchasing department prior to distribution to the approved Evaluation Committee. Specific qualification requirements are required to be included in individual Request for Proposals/Qualifications (RFP/Q). The absence of any required information will result in no local vendor presence consideration granted for the respective bid.

C. EXCEPTIONS

The LVP Program shall not apply to projects funded by Federal and state grants or any other grant or funding source that prohibits such.

XXVI. Proposal Evaluation

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

1. Evaluation Responsibility:

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

2. Presentations:

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

3. Evaluation Criteria:

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

See Page 3 for Evaluation Criteria

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

XXVII. Multi-Year Contract Provisions

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

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

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

XXVIII. Proposal Requirements

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

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

XXIX. Cover Letter/Executive Summary

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

XXX. Project Team

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

XXXI. 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.

XXXII. 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:

<http://www.dot.state.ga.us/eo-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 C** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

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

EXHIBIT A

NON-COLLUSION STATEMENT

I, _____ (Broker) certify, under penalty of perjury, that to the best of my knowledge and belief:

- (1) The prices or fees 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 or fees with any other vendor or with any competitor.
- (2) Unless otherwise required by law, the prices or fees which have been quoted in the Request for Proposal and the contract to which this statement is attached have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (3) No attempt has been made, or will be made, by the proposer/Broker to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Broker/Company Name: _____

By: _____

Print name: _____

Title: _____

Date: _____

EXHIBIT B

CONFLICT OF INTEREST STATEMENT

I, _____ (Broker) certify, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by the Request for Proposal (RFP) or the contract to which this statement is attached, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by the RFP or the contract to which this statement is attached, 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 such contract.
3. The Broker warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to the RFP or the contract to which this statement is attached, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of such contract.

Broker/Company Name: _____

By: _____

Print name: _____

Title: _____

Date: _____

EXHIBIT C

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

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

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

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

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

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

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

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

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

***** Instructions *****

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

Cobb County Purchasing Division Attn.: DBE Report

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

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

Exhibit C

Cobb County Government Disadvantaged Business Enterprise Participation Monthly Report

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

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

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

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

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

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

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

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

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

Submitted by: _____
Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

EXHIBIT D

BROKERAGE AGREEMENT

THIS BROKERAGE AGREEMENT (“Agreement”), is entered into this ___ day of _____, 201_ by and between **COBB COUNTY**, a political subdivision of the State of Georgia (“County”) and _____, a Georgia corporation (“Broker”).

RECITALS

WHEREAS, County owns certain real property that it is no longer required for public purposes which County desires to sell or lease, which property is specifically described in **Exhibit “A”** attached to and by reference made a part of this Agreement (“Property” or “Properties”); and

WHEREAS, County issued a request for proposals, RFP No. _____, dated _____, 201_ (RFP), soliciting bids from qualified real estate brokers to assist County in the sale and/or leasing of such Property, which RFP is incorporated by reference into this Agreement and binding upon the parties hereto; and

WHEREAS, Broker was the successful bidder to such RFP and was awarded a contract to provide brokerage services to County in the sale and or leasing of the Property; and

WHEREAS, the RFP and Georgia law (O.C.G.A. Section 10-6A-1 et. seq.) require Broker to enter into a contract with County to provide such brokerage services; and

WHEREAS, County desires to engage Broker, and Broker desires to be engaged by County, to provide brokerage services for the sale and/or leasing of the Property as set forth in the RFP and in this Agreement.

NOW THEREFORE, for and in consideration of the foregoing recitals, mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exclusive Listing Agreement. Upon and subject to the terms of this Agreement, County hereby engages the services of Broker and grants to Broker the exclusive right and privilege to sell and/or lease the Property described in **Exhibit “A”** as the real estate broker for County. Broker shall use its best efforts to obtain purchasers and/or tenants for the Property on terms to be approved by County as hereinafter provided.

2. Term. This Agreement shall be effective from the date set forth above and shall continue in full force and effect until _____, 2014 (“Listing Period”), unless sooner terminated in accordance with this Agreement.

3. Scope of Broker's Services.

A. Preliminary Scope of Work

The principal responsibility of Broker is to provide commercial real estate brokerage services with regard to the sale or lease of the Properties that meet certain minimum real estate requirements for sale or lease by Cobb County in compliance with the requirements of the RFP and the terms and conditions of this Agreement.

B. Real Estate Transaction Services

Broker shall use its best efforts to obtain ready, willing and able purchasers and/or tenants for the purchase and/or lease of Property on terms to be approved by County as hereinafter provided. The services the Broker may perform include, but are not limited to, the following:

6. Confirm Real Estate Requirements: Review existing properties and documentation and re-confirm the County's major real estate assumptions and requirements that will be incorporated into the site search and selection task.
7. Develop Marketing Materials: Subject to and upon County's written approval prepare draft marketing materials to solicit owners, developers or third parties interested in buying or leasing the Property. The form and content of any advertising, sign, plan or marketing circular and material shall be subject to County's prior written approval. Broker will conduct any pre-proposal conferences and shall be responsible for responding to all inquiries.
8. Site Search and Site Selection: Market real estate opportunities to brokers and all other resources with property listings in the Atlanta area, including the Internet and MLS services. Receive and conduct initial assessment of all responses .Coordinate and conduct site tours for perspective buyers.
9. Proposal Evaluation/Short List Recommendation: Broker will review and evaluate all submitted proposals and conduct due diligence to confirm the merits of any proposal received. Broker will confirm all costs associated with selling each building or Property under consideration
10. Board Presentations/Approval to Proceed: Broker will review short-list of proposals for the sale or lease of a Property by multiple presentations to Property Commission and/or the Cobb County Board of Commissioners ("BOC") for consideration before proceeding with any real estate property negotiations.
9. Negotiations: Upon approval to proceed, Broker will develop, present and obtain pre-approval of the real estate negotiation strategies and principles by the Support Services Director and/or his designee and will conduct negotiations to secure the best possible real estate transaction with maximum incentives and concessions for County consistent with professional ethics and the market conditions. Broker shall provide County written

documentation of the negotiation process and shall seek and present all offers to purchase or lease the Property, including terms of agreements, letters of intent, contracts, leases and all other documents. This requirement shall apply to all additional offers regardless of whether a Property is under contract or lease.

10. Final Recommendation: Broker will present the terms and conditions for the recommended final Property sale or lease option for review and approval in multiple presentations to the Property Commission and BOC.
11. Escrow/Documentation: Broker will prepare and/or coordinate with County, including the County Attorney's Office, at its discretion, the preparation of sales contracts, leases and other documentation required to memorialize and to finalize the approved real estate transactions.

C. General Service Requirements.

1. Legal Compliance. In the performance of the services under this Agreement, Broker shall comply with all applicable statutes, laws, ordinances and regulations including the Brokerage Relationships in Real Estate Transaction Act, O.C.G.A. 10-6A-1 et. seq.

2. County Instructions. Broker shall comply with any lawful and reasonable instructions of County in the marketing, sale and/or leasing of the Property and the closing of a real estate transaction, and shall at all times during the term of this Agreement act in the best interests of, and as agent for, County.

3. Independent Contractor. The parties expressly acknowledge and agree that Broker is acting solely as an independent contractor in entering into and performing the services under this Agreement, and shall not be considered for any purposes as an employee of County.

4. Commission

A. Payment. In the event that during the term of this Agreement County enters into a binding contract of sale or lease agreement for a Property with a purchaser or tenant secured through the services of Broker hereunder, Broker shall be paid at closing or upon mutual execution of a lease, as applicable, a commission in connection with such Property sale in the amount of ____ percent (____%) of the total sales price, in the event of a sale of a Property, or ____ percent (____%) of the first years annual rental payable under a lease of a Property, in that event (exclusive of adjustments and amounts payable by the purchaser or tenant by way of reimbursement of expenses or on account of taxes, fees and other charges or for construction or other work).

B. Conditions. Notwithstanding anything else contained in this Agreement, any and all commissions will be payable only upon closing of title in the event of a Property sale, or upon the full execution of a binding lease agreement, in the event of a Property lease. If title fails to close and pass in a purchase transaction for any reason whatsoever, other than default or willful repudiation by County of an executed contract of sale, no commission will be payable. Without limiting the generality of the foregoing, failure of title to close because of failure to satisfy any conditions in the contract of sale shall not constitute a willful repudiation.

C. Co-Brokers. Broker is authorized, if it deems advisable, to solicit the cooperation during the term of this Agreement of other real estate brokers, and to work with them on a cooperative basis, for the sale or lease of a Property. In the event a sale or lease is effected by or with the assistance of an outside broker with whom Broker is cooperating, then Broker shall share the foregoing commission under this Agreement with a cooperating broker, if any, who procures the buyer or tenant of Property by paying such cooperating broker at closing fifty percent (50%) of the commission otherwise payable to Broker absent the participation of a cooperating broker. In addition, cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement.

D. Post-Agreement Closing. Except as otherwise provided in Section 6 hereof, no commission shall be paid to Broker if this Agreement has either expired or been terminated as provided herein and a Property is leased, sold or contracted to be sold to a prospective tenant or buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell listing agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.

5. Referral of Inquiries/Property Availability

During the term of this Agreement, County will: (a) refer to Broker all inquiries, proposals and offers received by County regarding any of the Properties, including those from principals and other brokers; (b) make the Properties available for showing during normal County business hours upon reasonable prior notice from Broker to County; and (c) provide to Broker such information regarding the Property as County possesses; provided, however, that County make no representation or warranty as to the accuracy or reliability of the information so provided to Broker.

6. Termination

A. At County's Discretion. If County is not satisfied with the services performed or the number of Properties sold or leased by Broker hereunder, County shall have the right, in County's reasonable discretion, to terminate this Agreement upon thirty (30) days prior written notice to Broker, in which event the parties shall have no further obligations hereunder.

B. Default. Either party shall have the right for cause upon a default hereof, to terminate this Agreement upon ten (10) business days prior written notice to the other party. In the event County defaults hereunder and Broker terminates this Agreement, County will, as Broker's sole remedy for such default, reimburse Broker for the reasonable out-of-pocket costs and expenses incurred by Broker and Broker's affiliated licensees in performing the services under this Agreement.

C. Provisions with Respect to Expiration and Termination

1. Within seven (7) days after the expiration or termination of this Agreement, Broker shall furnish County with a list of all parties with whom negotiations or services for the sale or lease of a Property are then pending and with evidence of such negotiations. Time is of the essence as to this requirement, and Broker will not be entitled to any payment under this Section 6 with respect to the sale of a Property to anyone other than a party included on a list furnished in compliance with the foregoing sentence or a party otherwise specified in the following paragraph.

If within a period of thirty (30) days after the expiration or termination date of this Agreement, a binding contract of sale or lease agreement for a Property is signed with any party on said list, Broker shall be recognized as the broker in said transaction and shall, subject to the provisions of this Agreement, be entitled to a commission as stated above. Except as provided in this Section 6, Broker will not be entitled to a commission under this Agreement with respect to the sale or lease of a Property under a contract of sale or lease agreement signed after the expiration or termination date of this Agreement.

2. Upon the expiration or termination of this Agreement, Broker shall promptly return to County all keys, plans, files and other information and material regarding the Property provided by County to Broker.

7. Disclosures.

A. Broker shall not disclose any confidential information of County or information that County requests be kept confidential by express request or instruction, or which would by custom or usage normally be kept confidential, unless such disclosure is required by law.

B. Broker may not knowingly give prospective purchasers or tenants false or misleading information regarding the Property.

C. Unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of County (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property). Broker further represents and warrants that no other conflict of interest exists in entering into, or performing the services under this Agreement and agrees to execute the Conflict of Interest Statement attached hereto and incorporated herein as **Exhibit "B"**.

D. Broker represents and warrants that the fees or commissions in this Agreement have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such fees or commissions with any other vendor or with any competitor, and Broker agrees to execute the Non-Collusion Statement attached hereto and made a part hereof as **Exhibit "C"**.

8. Miscellaneous

A. Waiver. The failure of either party to insist, in one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

B. Severability. If a part or any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Agreement, which shall be interpreted so as to give the greatest effect possible thereto.

C. Notices. All written notices, demands, and other papers or documents to be given to

the County or WellStar under this Agreement shall be deemed delivered upon receipt if delivered personally or by overnight receipted delivery service, or three (3) business days after mailing by prepaid registered or certified mail return receipt requested, to the following addresses:

If to County: Cobb County
100 Cherokee Street
Suite 300
Marietta, Georgia, 30009

With copy to: Cobb County Attorney's Office
100 Cherokee Street, Suite 350
Marietta, Georgia 30090

If to Broker: _____

Any subsequent changes to place or places specified above shall be designated in writing by County and Broker to the other.

D. Complete Agreement. This Agreement as defined herein and any exhibits attached hereto shall constitute the complete and exclusive statement of the terms of the agreement between the County and Broker and it supersedes all prior representations, understandings and communications. Any changes or alterations to this Agreement must be in writing and signed by both parties to be effective.

E. Assignment. This Agreement shall not be assigned or transferred by Broker to any party or parties without the express prior written consent of County, in its sole discretion. Any such attempted assignment of this Agreement by Broker shall be null and void. This Agreement shall be binding upon the successors and permitted assigns of the parties.

F. Disputes/Jurisdiction. All matters relating to the validity, performance, or interpretation of this Agreement shall be governed by the laws of the State of Georgia. The parties agree that Cobb County is the proper venue for the resolution of any disputes. The parties shall endeavor to resolve disputed matters by mediation through the Cobb County system. The administration of the mediation shall be as mutually agreed by the parties. The mediation shall be convened within sixty (60) business days of the matter first being discussed. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating party to the non-terminating party and to the mediator. The costs of the mediation shall be shared equally by the parties.

G. Construction. The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

H. Compliance with O.C.G.A. § 36-60-13. County and Broker agree that, notwithstanding any other provision of this Agreement to the contrary, this Agreement is subject to the terms of O.C.G.A. § 36-60-13. In accordance with such provision, this Agreement is for a term of one year and shall terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year in which it was executed and at the close (December 31) of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. This Agreement will automatically renew at 12:01 January 1 of the following calendar year unless the County notifies Broker in writing at least thirty (30) days prior to termination that the Agreement will not be renewed. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. This Agreement does not create a debt of the County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

WITNESS, the parties have executed this Agreement by their duly authorized representatives the date first appearing above.

Signed, sealed and delivered
in the presence of

Witness

Notary Public

[Seal]

Signed, sealed and delivered
in the presence of

Witness

Notary Public

[Seal]

COUNTY:
COBB COUNTY, GEORGIA

By: _____
Timothy D. Lee, Chairman
Board of Commissioners

Attest: _____
County Clerk

Approved as to form:

County Attorney's Office

BROKER:

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

**BID FORM
COMPENSATION SCHEDULE**

**Request for Proposal
Commercial Real Estate Brokerage Services
Sealed Bid #12-5630**

Please Provide Detailed Compensation Schedule:

- Compensation Schedule to include commission rates and other applicable fees

Company Name: _____

Company Address: _____

Company Representative: _____

Print/type signature

Signature