



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: MARCH 8, 2012

Cobb County will receive Sealed Bids before 12:00 NOON, March 8, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 12 – 5643
CONSULTANT SERVICES FOR TRAVEL TRAINING PROGRAM
COBB COUNTY COMMUNITY TRANSIT**

**PRE-PROPOSAL MEETING: FEBRUARY 22, 2012 @ 2:00 P.M.
COBB COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA 30060**

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: February 10, 17, 24, 2012
March 2, 2012



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 12-5643
REQUEST FOR PROPOSAL
CONSULTANT SERVICES FOR TRAVEL TRAINING PROGRAM
COBB COUNTY COMMUNITY TRANSIT

DELIVERY DEADLINE: MARCH 8, 2012 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: MARCH 8, 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 12-5643; 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: February 10, 17, 24, 2012
March 2, 2012

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 12-5643 DATE: March 8, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Consultant Services for Travel Training Program**

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 12-5643
REQUEST FOR PROPOSAL
CONSULTANT SERVICES FOR TRAVEL TRAINING PROGRAM**

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 # 12-5643
CONSULTANT SERVICES FOR TRAVEL TRAINING PROGRAM
COBB COUNTY COMMUNITY TRANSIT**

BID OPENING DATE: MARCH 8, 2012

**PRE-PROPOSAL CONFERENCE: FEBRUARY 22, 2012 @ 2:00 P.M. (E.S.T.)
COBB COUNTY COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA 30060**

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: 91800

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

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

**Request for Proposals
Consultant Services for Travel Training Program
Cobb Community Transit
Cobb County Department of Transportation
Sealed Bid #12-5643**

1.1 GENERAL INFORMATION

In May 2011, Cobb County was awarded a grant for travel training. This is a Request for Proposals (RFP) for Consultant Services for Travel Training described herein. Each proposal will be evaluated in accordance with the evaluation and selection criteria outlined within. Cobb County will award a Contract to the Contractor which the County deems, in its sole discretion in compliance with Federal, State, and County procedures, to be the most qualified.

A. Purpose of the Project

The Cobb County Department of Transportation (Cobb DOT) is requesting proposals from qualified firms, individuals, or entities to provide travel training to individuals or groups with disabilities interested in the travel training program, this includes those individuals qualified to use CCT (Cobb Community Transit) Paratransit Service and Cobb Senior Services Transportation.

The goal of the Travel Training Program is to educate and train people to travel independently and promote the use of CCT local fixed route service as a viable alternative to using CCT Paratransit or Senior Services Transportation. It also seeks to educate and train people to travel between regional transit systems.

A detailed description of the specific project tasks is included with this RFP and includes the scope of the project and the specific tasks required.

B. CCT System Overview

In 1989, Cobb Community Transit (CCT) began its fixed route and express route bus operations to provide citizens of Cobb County with the alternative of public transit service. Transit service is currently outsourced and operated under contract with Veolia Transportation, Inc. CCT is financed by a combination of federal, state and local funds with an operating budget of 18.8 million dollars in the approved 2012 budget. These funds support the capital, planning and operations of the transit system. CCT manages all of its operations from its headquarters and maintenance shop facility, located at 463 Commerce Park Drive, Marietta, Georgia. Activities conducted at this facility include vehicle storage, vehicle repair and maintenance, operations, and administrative functions. The facility provides all fixed-route, paratransit, and other CCT services, including Customer Service operations.

CCT provides fixed route bus service Monday through Saturday with a service area that encompasses approximately 1,137 square miles and services a population of approximately 2.2 million people, within the Atlanta metropolitan area. CCT bus service

operations consist of 10 fixed routes that travel along the major thoroughfares of Cobb County and streets within the municipalities of Marietta, Smyrna and Kennesaw. These routes service approximately 900 bus stops. CCT services two major transfer centers, the Marietta Transfer Center (MTC) and the Cumberland Transfer Center (CTC). The MTC serves as CCT's main transfer point serving nine (9) CCT routes. The CTC serves five (5) CCT routes and one MARTA route. There are currently 101 buses and 30 paratransit vehicles in the CCT fleet. All transit vehicles are wheelchair accessible, with an average fleet age between 2 and 9 years. The total fleet of the fixed-route revenue vehicles operated by CCT is expected to increase over then next ten years.

CCT's paratransit service provides curb-to-curb transportation for ADA-qualified customers unable to use the fixed-route service. The paratransit service area extends ¾-mile beyond all fixed-route service routes, per ADA requirements. Service volume is approximately 200 trips per weekday with a peak of 28 vehicles and an average of 21 vehicles. The paratransit service days and hours are the same as for fixed-route service. Paratransit service and operations are currently provided under contract with Veolia Transportation.

Currently, the system is the State of Georgia's second busiest transit agency. In Fiscal Year 2011, over 4.3 million transit passengers used CCT service, making it one of the busiest transit providers in the southeastern United States. CCT partners with MARTA and GRTA in distributing passengers throughout the Atlanta metropolitan area. CCT operates eight (8) express bus routes that transport passengers to Downtown Atlanta, who can then transfer to the MARTA system or walk to reach employment destinations. Passengers have access to CCT express bus service at any of the County's eight (8) park-and-ride facilities, there are 45 Express busses (MCI's). These facilities provide over 2,800 commuter parking spaces and serve as loading/unloading points for express bus passengers.

C. Travel Training Program Overview

Travel Training was first introduced in 2006 as a joint program between Cobb Senior Services (CSS) and Cobb Community Transit (CCT). Since that time CSS and the Cobb County Department of Transportation (including CCT) staff have continued to work collaboratively to enhance and expand the program in order to reach more seniors and disabled citizens in Cobb County.

Travel training helps provide knowledge and understanding about transit within Cobb County and the surrounding communities. Travel training is also used to promote the use of local fixed routes over paratransit for its independence and ease of use. The entire CCT bus fleet is 100% accessible.

To further support the use of local fixed route service over the more costly paratransit service, the Board of Commissioners approved free fares for approved paratransit patrons on local fixed route service. Additional supportive services including travel training and trip planning will be required to assist in the promotion of the local fixed route service by seniors and disabled citizens. The successful candidate or candidates for this RFP would assist with individualized assessments of ability to utilize fixed route transit services.

D. Project Funding

The Project will be financed with a combination of federal and local funds. Federal funds will be provided by the Federal Transit Administration (FTA).

E. Solicitation Schedule

The following is the schedule for this solicitation. Cobb County may change this schedule by written notice.

Pre-proposal Meeting	<u>February 22, 2012</u>
Deadline for Receipt of Proposals	<u>March 8, 2012</u>

F. Pre-proposal Meeting

A Pre-proposal meeting will be held at Cobb Community Transit, 463 Commerce Park Drive, Suite 114, Marietta, GA 30060 on **February 22, 2012**. The meeting will be held at 2:00 p.m. in the Training Room. **This meeting is not mandatory; however, Cobb County strongly encourages Contractors to attend.** Discussions in the meeting are not binding; the County will issue written responses to questions and issue addenda as necessary.

G. Questions

All questions and requests by Contractors concerning this solicitation shall be in writing and directed to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4014
FAX: (770) 528-1154
E-Mail: purchasing@cobbcounty.org
RE: Consultant Services for Travel Training

Deadline for questions is February 28, 2012 at 5:00 p.m. No phone calls will be accepted. Responses to any written communication will be made available by addenda.

Contractors are cautioned, however, that no prior, current, or post-award conversations, representation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of the RFP or any Contract resulting from this procurement.

H. Revisions to RFP

The County will issue Addenda to the RFP if it becomes necessary to revise any part of the RFP or if additional information is necessary to enable Contractors to make any adequate interpretation of the provisions of this RFP. All Addenda will be provided to each prospective Contractor on record and posted on the Cobb County Purchasing website: purchasing.cobbcountyga.gov. Addenda should be acknowledged by date and number of each Proposal.

I. Protests

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

Rebecca Gutowsky, Transit Division Manager
Cobb Community Transit
463 Commerce Park Drive, Suite 112
Marietta, GA 30060-2737

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

J. Proposal Format

Each Proposal must include the following information, presented in a clear, comprehensive and concise manner. The Scope of Work and Methodology should be limited to 10 (8½ by 11 inch) pages of text in which the consultant will describe the proposed work program, approach and methodology to be used to complete the project. Supplemental information, qualifications, resumes, and experience may be included in an Appendix.

A proposal that does not fulfill all requirements of the RFP will be deemed non-responsive and excluded from the proposal evaluation process.

K. Proposal Submission

Contractors must submit **one (1)** original and **five (5)** complete sealed copies of the Proposal and one electronic copy on a flash drive or CD to the following address:

County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008-4012

Each copy must be labeled **Sealed Bid #12-5643, “Cobb County – Consultant Services for Travel Training Program”** and show the name and address of the firm proposing. Supporting documents may be submitted with the Proposal or in a separate envelope

marked “**Literature for Consultant Services for Travel Training for Cobb County**” with the Contractor’s name indicated on each piece of literature.

Proposal must be received before **12:00 noon on Thursday, March 8, 2012**. **Proposals delivered after the time specified will not be considered.**

L. Proposal Withdrawals

A Proposal may be withdrawn by submitting a written request to Cobb County before the time fixed for Proposal submission.

M. Proposal Effective Period

Each proposal shall remain open for a period of one hundred and twenty (120) days beginning with the date that Proposals are opened.

2.1 EVALUATION AND SELECTION CRITERIA

A. Evaluation Committee

Cobb County has established an evaluation committee who will first review each proposal for compliance with the requirements, and then score each proposal in accordance with the criteria as follows:

A Selection Committee has been formed to review and evaluate the Proposals and select the consultant who is deemed to offer the highest quality service. Cobb County will make the award to the responsive, responsible Contractor whose proposal is most advantageous to the County. The following weighted criteria will be utilized for the selection:

1. Staffing (25 points)

- a. Qualifications of individual or individuals and the completeness of the project concept.
- b. Appropriateness and effectiveness of the desired proposal and its relation to the desired outcomes.

2. Experience/Performance (35 points)

- a. Review of past performance on other projects of similar nature and complexity as the proposed project.
- b. Evaluation of client references whether included in the proposal response or not; overall responsiveness to County’s needs.
- c. Experience in travel training clients with cognitive and physical disabilities and experience in education, evaluation, marketing, training and development, public health, social services, instructional design, special education or other related disciplines.

3. Approach (25 points)

- a. Understanding of project requirements.
- b. Suitability of proposed services, including instructional design, program evaluation, comprehensiveness of the work processes, and quality assurance.
- c. Technical methods proposed to meet County's objectives.

4. Availability (10 points)

- a. 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

5. Financial Stability (5 points)

- a. 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.

All Proposals received by the prescribed deadline will be evaluated against the established criteria. As part of the selection process, firms may be asked to make a presentation to the Evaluation Committee on their Proposal, or provide additional information to the Committee on any aspect of their Proposal

The Committee will make a recommendation to the Cobb County Board of Commissioners on the top ranked candidates. Following Board approval, the Committee will conduct negotiations with the top ranked candidates on the scope of work and fee.

B. Pre-contractual Expenses

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

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

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

C. Contract Period, Award and Conditions and Cost

The Contract Agreement will be awarded to the most qualified Contractor using the evaluation and selection criteria. Contract will begin in the spring of 2012 and continue for one year, with two one year renewals, unless terminated earlier by either party or until grant funds are exhausted. Total grant funds for this project are \$158,255.

D. Compliance with Federal Laws and Regulations

The project will be funded in part with a grant from the Federal Transit Administration (FTA). For this reason, the final Contract between the County and the successful Consultant will include applicable federal requirements related to this funding, including adherence to a written code of Ethics, Equal Opportunity Assurances, Disadvantaged Business Enterprise Program, etc.

The successful firm will be required to comply with all applicable provisions of the Fiscal Year 2012 FTA Master Agreement and its successors which is the official FTA document containing FTA and other crosscutting Federal requirements applicable to the FTA recipient and its project. The Master Agreement may be found at <http://www.fta.dot.gov/documents/18-Master.pdf>. In addition, the Contractor must submit with its Proposal completed Certifications for all of the federal program requirements.

E. Reserved Rights

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

Any Contract resulting from this RFP will be financed in part with funds available to the County through grants from FTA. The obligations of County are contingent upon receipt of requested federal funds by the County. In the event that funding from these sources is eliminated or decreased, the County reserves the right to terminate this Contract or modify it accordingly.

F. Certifications

All certification/attachments must show that they have been acknowledged (completely filled out, signed, stated NA with reasons), and returned with the bid. Any forms not completed and returned will cause the bid to be considered non-responsive and will not be considered.

The full list of the certifications and attachments required is in Attachment A which begins on page 12.

3.1 PROPOSAL REQUIREMENTS

The following section outlines the specific requirements for the Proposals and the process for review and evaluation of the Proposals. Contractors are cautioned to read this section carefully. Failure to provide all the requested information may cause the Proposal to be rejected as nonresponsive.

A. Letter of Transmittal

The letter of Transmittal is to contain key contact information on the Contractor including name, business address, telephone number, FAX number, email address and name of contact person. This letter is to be signed by a duly authorized individual of the Contractor. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all Contractual responsibility rests solely with one Contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each submittal shall indicate the entity responsible for execution on behalf of the individual or team.

4.1 PROJECT SCOPE

The Cobb County Department of Transportation (Cobb DOT) is requesting proposals from qualified individual(s), agencies or entities to provide travel training to individuals or groups interested in learning how to ride transit and especially those who are qualified to use CCT Paratransit Service and Cobb Senior Services Transportation.

The goal of the Travel Training Program is to educate and train people to travel independently and promote the use of CCT and other regional local fixed route services as a viable alternative to using Paratransit or Senior Services Transportation.

The successful contractor will be responsible for designing a travel training program, implementing the program, evaluating the results of the program, and work with CCT and other partners to “train the trainers” for program sustainability. The contractor is welcome to utilize any portion of the existing travel training program materials or to create their own.

Implementation means instructing both prospective users (“clients”) and employees of social service organizations and partners of the community in the Cobb County area. These partners, by virtue of their jobs, come into contact with prospective users so the social service entity employees may be able to serve as travel trainers themselves and also identify potential clients for personalized travel training.

Appropriate and identified staff of the partners can be trained, heightening their understanding of the hurdles clients encounter in trying to avail themselves of existing transportation services and methods for overcoming those hurdles and assisting to funnel appropriate users (“clients”) to the program.

The Contractor shall demonstrate experience in the travel training field and have demonstrated ability to implement all aspects of the program including, but not limited to the following Tasks: (1) design of a training program featuring instructional materials and effective marketing materials; (2) conducting actual training; (3) evaluating the results of the training

program to assess its effectiveness and to make refinements as necessary; and (4) ensure sustainability.

A. Task (1) Design of a Training Program

The Contractor shall design training modules expressly for clients and those who will become trainers themselves, featuring low-cost audio / visual training materials that can be replicated for retention by those being trained. Some materials are currently in use and the contractor is welcome to utilize any existing material as needed. The Contractor is responsible for designing a training program specific to a wide array of clients that will include the visually disabled and clients with cognitive and physical impairments.

B. Task (2) Conducting Actual Training

The Contractor shall conduct the actual training activities with groups or individuals interested in participating. Contractor will also assist with contacting individuals being approved for paratransit service and prioritize them for travel training opportunities based on their abilities and desire to take part in the program.

The Contractor shall teach the local-fixed route system's routes and schedules to the clients, including the procedures and rules for paratransit use and include the same information for other regional partners when applicable or requested by clients.

The Contractor shall include trip planning, as a part of the travel training curriculum for individuals who could use a private provider, other transit systems, taxi, van pool, etc. to get into the CCT local fixed route service area.

1. Conduct Client Needs Assessment

- a. When necessary, a pre-trip inspection of the individual's route, determining the appropriate transfer location/s, if any, and identifying any barriers that the individual will have to negotiate.
- b. Determining how to get around these barriers, based on cognitive and physical limitations of the clients.
- c. Trip planning with clients about transportation options available.
- d. Accompanying the individual or groups on local fixed route bus trips until both the trainer and rider are confident that the rider can ride independently.
- e. Follow-up with rider as needs dictate.

C. Task (3) Evaluating the Results of Travel Training

Track all data related to the program.

The Contractor is expected to assess satisfaction with the training by surveying program participants, modifications may be necessary to bolster satisfaction. The Contractor will need to assess and track the effect of the travel training program and its impact to paratransit and local fixed route service and to report this back to CCT staff.

D. Task (4) Ensure Sustainability

An additional goal is to insure that the services delivered under the auspices of this solicitation are sufficient to enable staff and its participating partners to sustain the travel training program, functioning as trainers themselves. Contractor will work with CCT staff, and other partners, to ‘train the trainers’ for program sustainability.

1. Process

- a. This is a developing program for Cobb County and the Contractor will work closely with CCT staff to ensure successes for the travel training program. Regular meetings to discuss progress, review findings and submittals, and finalize products are mandatory.
- b. The Contractor will also be required to meet with other entities to obtain information on current programs and for ‘train the trainer’ outreach efforts. Said entities could be existing mobility management ‘partners’ or other groups whose clientele services individuals with cognitive or physical disabilities.
- c. Program expansion and usage will be an important component of this effort. The County is seeking innovative strategies for involving existing and new partners throughout the effort to convey the need for dedication of staff time and program sustainability.

E. Data Sources

The following information will be made available to the consultant during the study:

- Cobb County Comprehensive Transportation Plan
- CCT Shelter and Bus Stop Inventory
- ARC Regional Access to Jobs Plan
- Cobb County Access to Jobs Plan
- Cobb County Senior Services 10-Year Master Plan
- Senior Adult Transportation Study
- Materials related to the Cobb Freedom Voucher program
- Materials related to the current Travel Training Program

Additionally, the Contractor is responsible for obtaining travel training data from peer transit agencies to further assist the programs evaluation.

REQUIRED CERTIFICATIONS/ATTACHMENTS

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

ATTACHMENT 1

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

49 CFR PART 26

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

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

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

- I. Policy - It is the policy of the Cobb Community Transit that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Bidders shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.
- II. DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.
- III. Compliance - All bidders, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Cobb Community Transit. Agreements between a bidder/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.
- IV. Sub-contract Clauses - All bidders and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.

V. Additional Terms and Conditions

1. 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.

2. 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.

3. 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.

(a) 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:

- DBE Form 1 – Schedule of DBE Participation Form
- DBE Form 2 – DBE Contractor Affidavit Identification
- 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.
- DBE Form 4- DBE Unavailability Certification must be submitted with the bid proposal, if the DBE goal is not met.

(b) 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.

4. 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:

- 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;
- Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;

- 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;
- Whether the bidder followed up initial solicitations of interest by contracting DBEs to determine, with certainty, whether the DBEs were interested;
- 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);
- Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- 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.
- 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
- Whether the bidder effectively used the services of available minority and women community organizations; minority and women contractors' groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of socially and economically individuals.

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

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

General Instructions

1. Contract Goal - Bidders who fail to achieve the contract goal(s) stated in the bid document must provide (with the bid) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the bidder as outlined in DBE Form 4.
- *2. DBE Forms 1 & 2- All bidders/contractors shall complete and submit, with their bids, DBE Forms 1 & 2.
- *3. Letter of Intent to Perform as a DBE Subcontractor - Each subcontractor listed on DBE Form 1 shall complete and sign a Letter of Intent to Perform as a DBE Subcontractor.
4. Certification - **BUSINESS/CONTRACTORS seeking to participate as DBEs must be certified at the time of bid submittal. Check the DBE Directory. The Directory is available on line at <http://www.dot.state.ga.us>.** or by contacting:

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

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

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

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

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

Name of Bidder: _____

Project: _____

Project No.: _____

Bid No: _____

Total Bid Amount: _____

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

DBE PARTICIPATION TOTAL VALUE _____ \$

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

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

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

_____ (SEAL) Name (Typed) _____

NOTARY PUBLIC

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

DBE FORM 2 (Reproduce as necessary)

DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

STATE OF _____ COUNTY OF _____

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

and duly authorized representative of _____
(Name of Firm)

whose address is _____

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

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

This firm has current DBE certification from the following agencies: _____

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

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

(Date) (Affiant)

STATE OF _____ COUNTY OF _____

On this _____ day of _____, 20 _____, before me,

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

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

_____ (SEAL)

My Commission Expires _____

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

DBE FORM 3 (Reproduce as necessary)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of General Contractor Proposing)

PROJECT: _____

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

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

The undersigned is prepared to perform the following described work in connection with the above project: _____
(Specify in detail, work items or parts thereof to be performed)

at the following price: \$ _____.

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

(Date) _____
(Telephone Number) _____
(Name of DBE Subcontractor)

(Firm Address) _____
(Signature)

(City and State) _____
(Name Typed)

(Title)

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

DBE FORM 4 (Reproduce as necessary)

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

DBE UNAVAILABILITY CERTIFICATION

I, _____,

of _____, certify that on the dates below,

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

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

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

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

GOOD FAITH EFFORT REQUIREMENT

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

Signature

Date

End of Section

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

**ATTACHMENT 2
NON-COLLUSION BIDDING CERTIFICATE**

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

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

Date: _____ By: _____

Proposer: _____

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

**ATTACHMENT 3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

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

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

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

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

Signature of Authorized Official

Witness

Title of Authorized Official

Date

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

**ATTACHMENT 4
INELIGIBILITY CERTIFICATE**

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

Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

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

**ATTACHMENT 5
CERTIFICATION OF CONSULTANT DRUG-FREE WORKPLACE**

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

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

Date

Signature

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

**ATTACHMENT 6
COBB COUNTY CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

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

Date: _____

Signature of Authorized Agent

Name/Title of Authorized Agent

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

**ATTACHMENT 7
NON-SEGREGATED FACILITIES**

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

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

Contractor

Signature

Name and Title of Signer

Date

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

**ATTACHMENT 8
BUY AMERICA**

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

Certificate of Compliance

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

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

Certificate of Non-Compliance

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

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

Note: Bidder must complete either the Certificate of Compliance or the Certificate of Non-Compliance.

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 that \$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 Number: _____

Firm of Company Name: _____

Address: _____

**ATTACHMENT 10
CONTRACTORS QUALIFICATION STATEMENT**

1. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone & Fax Number: _____

Email: _____

2. BANK REFERENCE

Primary Bank: _____

Relationship office responsible for account: _____

Telephone & Fax Number: _____

Email: _____

3. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide name (s): _____

Prior Projects with Cobb County: _____

4. SIMILAR PROJECT EXPERIENCE

A. Name of project: _____

Address of project: _____

Contact person or Owner: _____

Telephone & Fax Number: _____

Email: _____

Name of Bidder: _____

Signature: _____

Title: _____

Address: _____

License #: _____

Bond Company: _____

Agent: _____

Type of Business Entity:

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

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

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

**ATTACHMENT 11
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 _____, 20__.

By

Title

Sworn to and subscribed before me the ____ day of _____, 20__.

Notary Public

My Commission Expires:

Date

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

**ATTACHMENT 12
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:

- Name and address of the protestor
- Identification of the procurement action being protested
- 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.

4. 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:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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:

- When failing to fulfill the need for the items or services would cause irreparable harm to the County or its Service Boards;
- When the County determines that the protest is vexatious or frivolous; or
- 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:

- A grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- 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