



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 QUALIFICATIONS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: APRIL 12, 2012

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

SEALED BID # 12 – 5653
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANT AT STATE AND FEDERAL LEVELS
COBB COUNTY ECONOMIC DEVELOPMENT DEPARTMENT

PRE-PROPOSAL MEETING: MARCH 27, 2012 @ 10:00 A.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

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

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: March 16, 23, 30, 2012
April 6, 2012



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 12-5653
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANTS AT STATE AND FEDERAL LEVELS
COBB COUNTY ECONOMIC DEVELOPMENT DEPARTMENT

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

BID OPENING DATE: APRIL 12, 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 **12-5653**; 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: March 16, 23, 30, 2012
April 6, 2012

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 12-5653 DATE: April 12, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Qualifications
Professional Services
Legislative Consultants at State and Federal Levels**

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 12-5653
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANTS AT STATE AND FEDERAL LEVELS**

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 QUALIFICATIONS

**SEALED BID # 12-5653
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANTS FOR STATE AND FEDERAL LEVELS**

BID OPENING DATE: APRIL 12, 2012

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 QUALIFICATIONS (RFQ)
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANTS
AT STATE AND FEDERAL LEVELS**

SEALED BID #12-5653

**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL SERVICES
LEGISLATIVE CONSULTANT
AT STATE AND FEDERAL LEVELS**

SEALED BID #12-5653

Cobb County Government is seeking experienced professionals to represent the County in matters of state and federal government.

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

A Pre-proposal meeting will be held at Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008 on March 27, 2012. The meeting will be held at 10 a.m. in the Bid Room. **This meeting is not mandatory; however, Cobb County strongly encourages interested parties to attend.** Discussions in the meeting are not binding; the County will issue written responses to questions and issue addenda as necessary

Interested parties may respond to either or both sections (State/Federal Legislative Consultant) of this RFQ.

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Section 1 - Scope of Services – State Legislative Consultant

I. Purpose of Request

Cobb County Government is seeking an experienced professional to represent the County in matters of state government. Various county personnel within multiple departments have previously represented the interests of Cobb County Government and its citizens before the Georgia General Assembly. Due to the volume and nature of legislation in recent years impacting local government operations and the services provided to its citizens, the Board of Commissioners has determined it would be more effective and efficient to outsource these services.

The Consultant will represent the County in matters pertaining to:

- **Local Control:** legislation that would impact local authority and control over governance issues, land use policies and the delivery of services
- **Fiscal Stability:** legislation that would impact revenue or place mandates on the County; either of which can create undue fiscal and operational burdens, affect services to the public, cause tax shifts, or increase taxes
- **Efficient Service Delivery/Operations:** legislation that would impact Cobb County's ability to provide public services responsibly, efficiently, and cost effectively

The Consultant will provide the State Legislature with information necessary for the development of sound legislation in such subject areas as economic development and transportation, health and human services, natural resources and the environment, public safety and the courts, purchasing, and revenue and finance. The Consultant will be required to interact with Cobb's cities, the Association of County Commissioners of Georgia, the Georgia Municipal Association, the Atlanta Regional Commission, Cobb County Chamber of Commerce and other civic organizations.

II. Qualifications

The Consultant sought by Cobb County must have sound knowledge of public policy, a clear understanding of the legislative process, experience in state government, existing relationships within the Cobb County Legislative Delegation, knowledge of the programs and policies of Cobb County Government, familiarity with current state issues, effective communication skills, and a demonstrable track record of success in legislative policy.

The Consultant should also demonstrate bipartisan relationships with a network of access to legislators and relevant agencies.

III. Expected Work Activities

The Consultant will be responsible for identifying and prioritizing opportunities and challenges for Cobb County Government with respect to issues under consideration by the State Legislature, Governor's Office and relevant state agencies.

Activities may include, but shall not be limited to:

1. Assist the County in the preparation of a legislative agenda
2. Identify and act appropriately on state legislation and legislative proposals that may impact Cobb County Government
3. Alerting staff to legislation of interest
4. Proactively identify and analyze potential impacts of State budget proposals
5. Preparing written legislative analysis of pending legislation
6. Preparing legislative testimony, position papers and legislation consistent with Cobb County's legislative agenda and otherwise in its best interest
7. Represent Cobb County Government before appropriate state agency representatives
8. Meet with representatives of the Cobb County Delegation throughout the year
9. Develop and implement strategies to support the interests of Cobb County Government
10. Provide assistance to County personnel and Commissioners in arranging and conducting visits to the State Capitol
11. Maintain close working relationships with County staff
12. Provide regular briefing reports to the Board on key issues and legislative activity
13. Coordinate with other stakeholders in Cobb County, including the Cobb County Chamber of Commerce
14. Meet throughout the year with representatives of the Association of County Commissioners of Georgia

IV. Term

The initial term of the Agreement will be 12 months. The County may automatically exercise two (2) one-year extensions of this agreement, provided there was satisfactory performance during the year, negotiation of mutually agreeable terms for renewal, and continued funding is available. Any change in the agreed upon terms after each contract period requires formal approval of the Board of Commissioners.

V. Submission Requirements – Mandatory Information Requested from All Proposers

Qualifications packages for individuals, proposers and teams of individuals should include:

1. The contact name, telephone number, address and e-mail address of the primary person(s) who would interact with the County
2. Copy of State of Georgia registered lobbyist identification
3. Description of experience with the State of Georgia's legislative process, especially local government issues
4. Examples of issues/programs worked through the legislature, Office of the Governor and/or other state agencies
5. Knowledge and understanding of Cobb County Government's mission and priorities
6. A description of the intended approach of accomplishing the Scope of Work
7. A list of all current clients represented before state government or the General Assembly (Candidates must demonstrate no conflicts exist with other representation and that sufficient resources will be available to represent Cobb County)
8. Three professional references with name, title, telephone number and e-mail address

9. Compensation: Present the expected retainer amount for annual services with listing of what services are provided for in that amount and what services might require additional compensation and at what rate; Proposed compensation is subject to negotiation

VI. Evaluation Criteria

See XXVIII. Proposal Evaluation – Section 3

END OF SECTION 1 - SCOPE OF SERVICES – STATE LEGISLATIVE CONSULTANT

PROCEED TO SECTION 2 – FEDERAL LEGISLATIVE CONSULTANT

Section 2. Scope of Services – Federal Legislative Consultant

I. Purpose of Request

Cobb County Government is seeking an experienced professional or organization to represent the County in matters federal government. As the County provides services to over 700,000 residents, it is necessary to strategically plan, analyze, monitor and track funding opportunities and regulations that could affect those services or their cost to the County. Timeliness, relevance, an acute understanding of the grant submittal and appropriations process, relationships with Congress and Federal administrators, knowledge of legislative and regulatory issues affecting County interests, and a skill in building a base of support for issues of concern, are key ingredients to the effectiveness of these lobbying activities.

Duties shall include assisting the County in identifying and acquiring federal funding and providing assistance in identifying and monitoring federal legislation, programs, and policies that impact Cobb County. The selected consultant will work with County executives and staff.

The Consultant shall represent the County in matters pertaining to:

Federal Funding: Identifying and securing federal funding for projects and programs, identifying and analyzing changes in federal funding for new and existing programs, communicating with relevant agency staff and elected officials about the impact of federal funding on the County

Efficient Service Delivery/Operations: Identifying and analyzing legislation and agency policies that would impact Cobb County's ability to provide public services responsibly, efficiently, and cost effectively

II. Qualifications

The Consultant sought by Cobb County must have sound knowledge of public policy, a clear understanding of the legislative process, experience with the executive and legislative branches of federal government, its agencies and their staffs, working relationships with Georgia's Congressional Legislative Delegation, knowledge of the programs of Cobb County Government, familiarity with current legislative, regulatory and/or policy issues affecting counties, effective communication skills, and a demonstrable track record of success in acquiring federal funding and advocating on legislative and regulatory matters that impact County interests.

The Consultant shall also demonstrate bipartisan relationships with a network of access to legislators and relevant agencies.

III. Expected Work Activities

The Consultant shall be responsible for identifying and prioritizing opportunities and challenges for Cobb County Government with respect to issues under consideration by Congress and federal agencies.

Activities may include, but shall not be limited to the following:

1. Provide assistance in identifying and securing Federal funds for the County with a focus in the areas of airports and aviation, transportation (streets, roads and bridges), housing and

- redevelopment, storm water and floodplain management, public facilities and buildings, public safety, and issues of general importance to the County
2. Represent the County's interests before Congress, Federal agencies, and other Federal officials and administrators as directed by the County
 3. Develop, in cooperation with the Chairman and the County Manager and subject to approval by the Board of Commissioners, an annual strategic work plan identifying from the list of County needs those projects that can be best positioned for Federal funding support
 4. Contact and communicate with agencies and officers of the Federal government as needed or as directed by the County
 5. Establish and maintain liaisons with Federal agencies and elected officials
 6. Obtain and provide information and data pertaining to matters of interest or concern to the County
 7. Provide updates to the County when requested which reflect progress toward accomplishing the objectives of the annual strategic plan
 8. Coordinate with other stakeholders in Cobb County
 9. Monitor and provide analysis of pending legislation and budget proposals
 10. Assist the County in the preparation of a legislative agenda
 11. Identify and act appropriately on federal legislation and legislative proposals that may impact Cobb County Government
 12. Alert staff to legislation of interest
 13. Proactively identify and analyze potential impacts of federal budget proposals
 14. Prepare written legislative analysis of pending legislation
 15. Prepare position papers consistent with Cobb County's legislative agenda and otherwise in its best interest
 16. Represent Cobb County Government before appropriate federal agency representatives
 17. Meet with representatives of Cobb County throughout the year
 18. Develop and implement strategies to support the interests of Cobb County Government
 19. Provide assistance to County personnel and Commissioners in arranging and conducting visits to Washington DC
 20. Maintain close working relationships with County staff
 21. Provide regular briefing reports to the County on key issues and legislative activity

IV. Submission Requirements – Mandatory Information Requested from all Proposers

1. The positions of all attorneys, legal assistants and/or other professionals who would be assigned to and interact with Cobb County, including the person who would be the point of contact for the County, their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project; With respect to the point of contact, provide the name, curriculum vitae, telephone number, address and e-mail address of such individual (Candidates must demonstrate that sufficient resources will be available to represent Cobb County)
2. A discussion of the availability of personnel specifically assigned to the proposed project to participate in teleconference and/or in-person meetings
3. Copy of federal registered lobbyist identification
4. Statement of financial condition and financial stability and supporting financial data
5. Description of experience with the federal legislative process, especially local government issues, including a description of past performance on projects of a similar nature and complexity as the proposed project, including number of projects and amounts funded

6. Examples of grant processes/issues/programs/regulations worked through the executive or legislative branches and/or federal agencies
7. Knowledge and understanding of Cobb County Government's mission, priorities and needs
8. A description of the intended approach to accomplishing the purpose, objectives and expected activities set forth in the Scope of Services (Specific services and expertise offered should be described in sufficient detail to allow the County to compare proposals.)
9. A list of representative clients and the types of matters handled for representative clients, to include complete contact information
10. A list of all current clients represented before the federal government or Congress (Candidates must demonstrate no conflicts exist with other representation.)
11. Three professional references with name, title, telephone number and e-mail address

V. Evaluation Criteria

See XXVIII. Proposal Evaluation – Section 3

END OF SECTION 2 - SCOPE OF SERVICES – FEDERAL LEGISLATIVE CONSULTANT

**PROCEED TO SECTION 3 – GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND
CONDITIONS**

Section 3. General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

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

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

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

Requests for Proposals/Qualifications (RFP/Q) 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 RFP/Q, drawings, specifications, etc. must be received in writing by 5:00 pm on the seventh (7th) working day prior to bid opening in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP/Q 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. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

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

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

V. Withdraw Proposal Due To Error

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

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

VI. F.O.B. Point

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

VII. Patent Indemnity

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

VIII. Award

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

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

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

IX. County Furnished Property

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

X. Rejection of Proposals

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

XI. Contract

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

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the

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

XII. Delivery Failures

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

XIII. Non-Collusion

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

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

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

XIV. Conflict of Interest, Etc.

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

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP/Q, and

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP/Q, 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/Q.

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/Q, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

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

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

XV. Default

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

XVI. Disputes

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

XVII. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal.

The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XVIII. Ineligible Proposers

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

XIX. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and 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/Q. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

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

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

XXI. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP/Q 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/Q.

XXII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or e-mail by April 3, 2012 before 5:00 p.m. EST to:

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

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

XXIII. Firm Prices

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

XXIV. Proposal/Presentation Costs

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

XXV. Proposal Format

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

XXVI. Indemnification/Hold Harmless

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

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

XXVII. 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. **A signed and notarized affidavit which reserves the County’s option to require additional documentation upon award or consideration of award must be submitted with the proposal. (SEE EXHIBIT D)**

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 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.

XXVIII. Proposal Evaluation

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

1. Evaluation Responsibility
A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.
2. Presentations
During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

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

The evaluation by any Selection Committee will be based on the criteria listed below.

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

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);

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

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.

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

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.

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

XXIX. Multi-Year Contract Provisions

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

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

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

XXX. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this RFP/Q.

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

XXXI. Cover Letter/Executive Summary

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

XXXII. Project Team

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

XXXIII. 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.

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

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

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

1. <http://www.dot.state.ga.us/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 B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

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

FORM ATTACHMENTS:

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM (EXHIBIT A);
2. DBE PARTICIPATION MONTHLY REPORT (EXHIBIT B);
3. LOCAL VENDOR PRESENCE AFFIDAVIT (EXHIBIT C).

EXHIBIT A

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 B
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 B
Cobb County Government Disadvantaged Business Enterprise Participation
Monthly Report

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

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

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

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

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

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

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

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

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

Submitted by: _____
Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

Exhibit C

Local Vendor Presence Affidavit

By executing this affidavit, the undersigned vendor verifies that Cobb County may require additional documentation upon award or consideration of award regarding the applicant’s qualifications for LVP status. This documentation may include but is not limited to information demonstrating: (1) the applicant has 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; (2) the applicant has 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; and (3) the applicant has no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. The applicant understands that failure to provide requested information may result in the County finding the applicant ineligible for the LVP program.

Signature of LVP Applicant

Printed Name of LVP Applicant

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201_ in _____ (city), _____(state).

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

Signature of Notary