



## COBB COUNTY PURCHASING DEPARTMENT

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

### IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

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

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

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

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

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

**PLEASE CHECK bid specifications and advertisement for document requirements.**

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

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

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

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

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

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

**Thank you in advance for your cooperation.**

ADVERTISEMENT FOR REQUEST FOR PROPOSAL  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: FEBRUARY 9, 2012**

Cobb County will receive Sealed Bids before 12:00 NOON, February 9, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 12 – 5633**  
**CONSULTANT SERVICES FOR NORTHWEST ATLANTA CORIDOR**  
**TIER 1 DRAFT ENVIRONMENTAL IMPACT STATEMENT**  
**COBB COUNTY COBB COMMUNITY TRANSIT**  
**COBB COUNTY DEPARTMENT OF TRANSPORTATION**

**PRE-PROPOSAL MEETING: JANUARY 24, 2012 @ 10:00 A.M.**  
**COBB COUNTY PURCHASING DEPARTMENT**  
**1772 COUNTY SERVICES PARKWAY**  
**MARIETTA, GEORGIA 30008-4014**

**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 (120) 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](http://www.purchasing.cobbcountyga.gov)

Advertise: January 13, 20, 27, 2012  
February 3, 2012



**BID SUBMITTAL FORM**

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

**BID/PROJECT NUMBER: 12-5633**  
**REQUEST FOR PROPOSAL**  
**CONSULTANT SERVICES FOR NORTHWEST ATLANTA CORRIDOR**  
**TIER 1 DRAFT ENVIRONMENTAL IMPACT STATEMENT**  
**COBB COMMUNITY TRANSIT**  
**COBB COUNTY DEPARTMENT OF TRANSPORTATION**

**DELIVERY DEADLINE: FEBRUARY 9, 2012 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: FEBRUARY 9, 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/TYPER) 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 12-5633; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

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

Advertise Dates: JANUARY 13, 20, 27, 2012  
FEBRUARY 3, 2012

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

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

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**SEALED BID # 12-5633 DATE: FEBRUARY 9, 2012**

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

**DESCRIPTION: RFP - CONSULTANT SERVICES FOR  
NORTHWEST ATLANTA CORRIDOR TIER 1 DRAFT  
ENVIRONMENTAL IMPACT STATEMENT FOR CCT**

**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 12-5633  
REQUEST FOR PROPOSAL –  
CONSULTAND SERVICES FOR NORTHWEST ATLANTA CORRIDOR  
TIER 1 DRAFT ENVIRONMENTAL IMPACT STATEMENTFOR CCT**

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 # 12-5633  
REQUEST FOR PROPOSAL  
CONSULTANT SERVICES FOR NORTHWEST ATLANTA CORRIDOR  
TIER 1 DRAFT ENVIRONMENTAL IMPACT STATEMENT  
COBB COMMUNITY TRANSIT  
COBB COUNTY DEPARTMENT OF TRANSPORTATION**

**BID OPENING DATE: FEBRUARY 9, 2012**

**PRE-PROPOSAL CONFERENCE: JANUARY 24, 2012 @ 10:00 A.M. (E.S.T.)  
COBB COUNTY COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008**

**BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008  
BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

**BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 6 COPY OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 91899**

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  
Northwest Atlanta Corridor  
TIER 1 Draft Environmental Impact Statement*

*Cobb Community Transit  
Cobb County Department of Transportation*

**SEALED BID # 12-5633**

**Request for Proposals  
Consultant Services for Northwest Atlanta Corridor  
TIER 1 Draft Environmental Impact Statement  
Cobb Community Transit  
Cobb County Department of Transportation  
Sealed Bid #12-5633**

## **SECTION 1 – INTRODUCTION**

### **1.1 Type of solicitation**

This is a Request for Proposals (RFP) for the services described herein. Each proposal shall be evaluated in accordance with the Evaluation Criteria outlined in Section 3.10 Cobb County shall award a Contract to the Proposer which the County deems, in its sole discretion in compliance with Federal, State, and County procedures, to be the most qualified following the Evaluation Process described herein.

### **1.2 Purpose of the Project**

The Cobb County Department of Transportation (Cobb DOT) requests consultant services for the development of a Tier 1 Draft Environmental Impact Statement (DEIS). The DEIS shall be developed concurrently and fully integrated with the on-going Northwest Corridor Alternatives Analysis (AA) Study. A detailed description of the scope of the project and the specific tasks required to complete the scope of work are outlined in Section 4.

### **1.3 Background**

In 2010, Cobb County was selected through a competitive grant award process by the Federal Transit Administration (FTA) under the Section 5339 Program to conduct an Alternatives Analysis Study of the Northwest Atlanta Corridor for a potential high capacity fixed guideway mass transit project beginning in Cobb County and connecting to the Metropolitan Atlanta Rapid Transit (MARTA) System in downtown Atlanta. Currently, major fixed guideway exists in only two counties in the metropolitan Atlanta region. The pending AA efforts shall be the first step in the process to evaluate and consider extending fixed guideway transit into suburban Atlanta outside of the MARTA service area.

Feasibility for high capacity transit in this corridor is well established. Cobb County's Northwest Corridor, including I-75 and U.S. 41 / Cobb Parkway, is one of the most heavily travelled corridors in the Atlanta region. In 2010, the Annual Average Daily Traffic (AADT) ranged from 250,000 to 320,000 vehicles on I-75 between I-575 and I-285 and from 28,000 to 38,000 vehicles on Cobb Parkway. Cobb County DOT and other agencies have been exploring ways of improving mobility in the Northwest Corridor for more than a decade through various studies. Previous planning studies

conducted by Cobb County and the Georgia Regional Transportation Authority (GRTA) examined Light Rail Transit (LRT) and Bus Rapid Transit (BRT) mobility solutions in the corridor. Cobb County, the City of Atlanta, the City of Marietta, GRTA and the Georgia Department of Transportation (GDOT) have also partnered to implement a “Smart Corridor” project in the US41 corridor which features new technologies such as signal pre-emption for transit vehicles and adaptive signal timing to improve traffic flow.

The AA Study involves the analysis of several types of fixed guideway transit, including Light Rail, Bus Rapid Transit (BRT) and dedicated busway. A major component of this analysis shall focus on economic development and redevelopment opportunities, with particular emphasis on transit oriented development and station area planning.

Several agencies and entities have partnered with the Cobb County Department of Transportation on this initiative including the Departments of Community Development and Economic Development. Key Partners and Stakeholders are Kennesaw State University, the Atlanta Regional Commission, Metropolitan Atlanta Rapid Transit Authority, Georgia Department of Transportation, Georgia Regional Transportation Authority, the Cobb-Marietta Coliseum and Exhibit Hall Authority, the cities of Atlanta, Marietta, Smyrna, Kennesaw and Acworth; and the Cumberland and Town Center Community Improvement Districts.

In anticipation of selection of a Locally Preferred Alternative (LPA) via the AA study process, Cobb County shall initiate the required environmental analysis to move the project forward in preparation for construction. The DEIS shall be developed concurrently with the AA study process to advance the LPA into the National Environmental Policy Act (NEPA) review process. One of the anticipated outcomes of these concurrent processes is for the LPA to be deemed eligible for funding through FTA’s New Starts funding program at the earliest time feasible.

## **SECTION 2 – PROJECT ADMINISTRATION, PARTICIPANT ROLES AND FUNDING**

This section describes how the project shall be administrated, the roles and responsibilities of the County and the Consultant, and an overview of the project funding.

### **2.1 County Responsibilities**

Cobb County is the procuring agency and client for this project. The Cobb County Department of Transportation shall be responsible for the overall administration and management of the project. Faye DiMassimo, Cobb DOT Director, shall be the Project Manager and assigned County Liaison, responsible for providing direction to the Consultant, reviewing all reports and submittals and approving all changes to the work scope, including budget and schedule issues. Laraine Vance, Planning Division Manager shall serve as the Deputy Project Manager.

A Selection Committee shall be formed to evaluate proposals and recommend the top ranked firm to the Cobb County Board of Commissioners. A Project Management Team shall be formed to review products and provide direction to the Consultant following Contract award. Members of the Selection Committee and Project Management Team may include the assigned County Liaison along with select Cobb DOT staff representing various divisions as well as staff from other County Departments which

may include Economic Development, Community Development and others as assigned by the County Manager.

## **2.2 Consultant Responsibilities**

The successful Proposer (herein after referred to as Consultant) shall be responsible for completion of the tasks outlined in Section 4 – Scope of Work.

### **2.2.1 Pre-Qualification**

The Consultant must be pre-qualified with Georgia Department of Transportation (GDOT) or Cobb DOT in areas appropriate for the type of work requested in the RFP in order to be awarded a contract with Cobb County. It is the consultant's responsibility to become pre-qualified prior to contract award.

### **2.2.2 Project Manager**

The Prime Consultant shall designate a Project Manager who shall be responsible for ensuring completion of all the required work on behalf of the Consultant team and coordinating with the County throughout the project. It is imperative that the Project Manager have demonstrated knowledge of transportation and related issues in the Atlanta Region, Cobb County, State and the national level, with a superior ability to communicate effectively with local elected officials, community partners and stakeholders. The individual must also have demonstrated experience with the NEPA process, as well as familiarity with and sufficient insight into the inner workings of pertinent federal agencies, practices and processes to the extent necessary to bring this project to a successful conclusion.

*The following are the key specific responsibilities of the Consultant Project Manager:*

- Overall project management, including developing and maintaining the project schedule and budget
- Coordinating with the County Liaison and Project Management Team at key stages throughout the project
- Coordinating with Federal, regional and local partners including Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Metropolitan Atlanta Rapid Transit Authority (MARTA), Georgia Regional Transportation Authority (GRTA), Atlanta Regional Commission (ARC), municipalities and community improvement districts (CIDs) within Cobb, and the Georgia Department of Transportation (GDOT) and others throughout the study as appropriate regarding major issues with Federal and local interest.
- Coordinating with MARTA, the City of Atlanta, CIDs, the National Park Service and other affected agencies regarding issues and impacts along the corridor
- Coordinating with County staff responsible for the overall development of the DEIS document
- Making and overseeing assignments to consultant staff and/or sub consultants
- Developing and submitting work products that meet County requirements
- Making any required revisions to data or reports based on direction from the County
- Submitting invoices and progress reports in a format that meets County requirements after satisfactory completion of the required work
- Maintaining records on the project in accordance with County, State and Federal requirements
- Documenting meetings with the County, municipalities, other agencies, and the public

- Making presentations to the elected bodies and selected community groups

## 2.3 Project Funding

The Project shall be financed with a combination of FTA funding and Cobb County’s 2012-2015 Transportation Improvement Program, which is funded via the County’s 2011 extension of its Special Purpose Local Option Sales Tax (SPLOST); and State funding provided by GDOT, if available.

# SECTION 3 – GENERAL REQUIREMENTS RELATED TO THE SOLICITATION AND CONTRACT AWARD

The following section outlines the specific requirements for the Proposals and the process for review and evaluation of the Proposals. Proposers are cautioned to read this section carefully. Failure to provide all the requested information may cause the Proposal to be deemed non-responsive.

## 3.1 Solicitation Schedule

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

- |   |   |
|---|---|
| ▪ Advertisement of Request for Proposal | <u>January 13, 20 and 27, 2012</u><br><u>February 3, 2012</u> |
| ▪ Pre-proposal Meeting                  | <u>January 24, 2012 at 10:00 a.m.</u>                         |
| ▪ Responses due from Proposers          | <u>February 9, 2012, before 12:00 noon</u>                    |
| ▪ Evaluation/Negotiations               | <u>February- March 2012</u>                                   |
| ▪ Contract Award/NTP                    | <u>March – April 2012</u>                                     |

## 3.2 Pre-proposal Meeting

A Pre-proposal meeting will be held at **Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008-4014, on Tuesday, January 24, 2012. The meeting will be held at 10:00 a.m. in the 2<sup>nd</sup> Floor Conference Room.** This meeting is not mandatory; however, Cobb County strongly encourages Proposers to attend. Discussions in the meeting are not binding; the County will issue written responses to questions and issue addenda as necessary.

### **3.3 Questions**

All questions and requests by Proposers 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](mailto:purchasing@cobbcounty.org)  
**RE: Northwest Atlanta Corridor Tier 1 DEIS**

Deadline for questions is **Tuesday, January 31, 2012 at 5:00 p.m.** Responses to any written communication will be made available by addenda.

Proposers 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.

### **3.4 Revisions to RFP**

The County shall issue Addenda to the RFP if it becomes necessary to revise any part of the RFP or if additional information is necessary to enable Proposers to make any adequate interpretation of the provisions of this RFP. All Addenda shall be provided to each prospective Proposers and is available on the Cobb County Purchasing Website at <http://purchasing.cobbcountyga.gov/>. Addenda must be acknowledged by date and number of each Proposal.

### **3.5 Protests**

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

Laraine Vance  
Cobb County Department of Transportation  
1890 County Services Parkway  
Marietta, GA 30008-4014

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.

## **3.6 Proposal Format**

Each Proposal must include the following information, presented in a clear, comprehensive and concise manner. The Scope of Work and Methodology outlined in Section 4, should be limited to 10 (8 ½ 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 shall be deemed non-responsive and excluded from the proposal evaluation process.

### **3.6.1 Letter of Transmittal**

- The letter of Transmittal is to contain key contact information on the Proposer firm(s), including name, business address, telephone number, FAX number, email address and name of contact person.
- This letter shall signed by a duly authorized officer(s) of the firm. 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 team.

### **3.6.2 Scope of Work and Methodology (*See Section 4*)**

- A statement of the goals and objectives of the Project Team's approach to the Project and a detailed description of the activities to be undertaken for each of the tasks.
- This section shall be in enough detail to demonstrate that the services and products to be provided by the Project Team meet the County's requirements for this Project.

### **3.6.3 Proposed Schedule and Budget**

- A detailed outline of the proposed schedule for completion of the tasks, including the number of hours required to accomplish each task.
- Please provide a detailed cost breakdown by task.

### **3.6.4 Project Team Organization, Qualifications and Availability**

- A delineation of the personnel of the firm and any sub-consultants, who shall actually work on the project and their roles. Special emphasis should be placed on the role of the proposed project manager. A strong project manager is viewed as essential to the overall success of the project.
- An outline of the qualifications and experience of the firm(s) and the assigned personnel in projects similar to this study. This should include summaries of projects of similar complexity and scope underway or completed within the past 5 years.

- A discussion of the current workload and availability of all firms and the assigned staff. Provision of 3 clients' references for each firm included in the team. This information should include the project name, client contact name, title, mailing address, e-mail address and telephone number.
- A discussion of the current workload, availability of the proposed project manager and provision of 3 clients' references. This information should include the project name, client contact name, title, mailing address, e-mail address and telephone number.

### 3.6.5 Appendix

This project will be funded in part from grants from the Federal government. The Proposer must submit with its Proposal completed representations or certifications for the following programs:

#### 3.6.5.1 Certifications regarding Lobbying

Required by 49 C.F.R. parts 19 and 20 (*Attachment 1*)

#### 3.6.5.2 Certification regarding Debarment, Suspension, and other Responsibility Matters

Required by 49 C.F.R. part 29, Executive Order 12549 (*Attachment 2*)

#### 3.6.5.3 Certification Regarding Disadvantaged Business Enterprise Program (DBE) (*Attachment 3-A and 3-B*)

It is the policy of Cobb County that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 26, February 2, 1999, shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with federal transportation funds.

*The CCT 3 Year DBE goal approved by the Cobb County Board of Commissioners for Fiscal Years 2012-14 is 17%, therefore proposers are strongly encouraged to explore opportunities to reach or exceed the stated goal.*

In order to be a responsive Proposer, please complete the following attachments:

- Disadvantaged Business Enterprise (DBE) Utilization form, which indicates how the DBE requirements of the bid specification have been met. (*Attachment 3-A*)
- and**
- The Letter of Intent form, which includes the name of DBE firms to be utilized, type of work to be performed, dollar value of work and percentage of total Proposal price. (*Attachment 3-B*). One form should be completed for each DBE firm.

Instructions for completing the forms are included on the Attachments.

*Cobb County supports the objectives of the USDOT DBE program objectives as outlined in the County's Policy Statement approved by the Board of Commissioners on July 27, 2004 (Exhibit b)*

The requirements of 49 CFR, Part 26, Regulations of the U.S. Department of Transportation apply to this contract. It is the policy of Cobb County Department of Transportation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to include DBE participation in the performance of this contract.

A Directory identifying all firms eligible to participate as DBEs is maintained by the Georgia Department of Transportation (GDOT) in relation to the Unified Certification Program (UCP). The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The Directory is updated monthly. The Directory is available online at <http://www.dot.state.ga.us>, or by contacting:

**Georgia Department of Transportation  
1 Georgia Center  
600 West Peachtree Street, NW  
7<sup>th</sup> Floor  
Atlanta, GA 30308  
(404) 631-1289 phone**

#### **3.6.5.4 Addendum Acknowledgement**

Provide acknowledgement, by number and date issued, of each addendum to this RFP issued by Cobb County and received by Proposer. (*Attachment 4*)

#### **3.6.5.5 Staff Resumes**

Provide resumes for all key staff highlighting professional experience directly applicable to the requested work.

### **3.7 Proposal Submission**

Proposers must submit **one (1)** original and **six (6)** complete sealed copies of the Proposal as well as one (1) electronic copy on a CD or Flash Drive to the following address:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008-4012

Each copy must be labeled “**Cobb County – Northwest Corridor Tier 1 Draft Environmental Impact Statement**” and show the name and address of the proposing firm. Supporting documents may be submitted with the Proposal or in a separate envelope marked “**Literature for Cobb County – Northwest Corridor Tier 1 Draft Environmental Impact Statement**” with the Proposer’s name indicated on each piece of literature.

Proposal must be received before **12:00 noon on February 9, 2012**. Proposals delivered after the time specified will not be considered.

### **3.8 Proposal Withdrawals**

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

### **3.9 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.

### **3.10 Evaluation Criteria**

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

#### **3.10.1 Staffing**

- Qualifications of individual key staff, with emphasis on the proposed project manager, and completeness of the project team.
- Appropriateness and effectiveness of the team member’s individual roles with particular emphasis on the Project Manager.

#### **3.10.2 Experience/Performance**

- Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project
- Evaluation of client reference whether included in the proposal response or not; overall responsiveness to County’s needs
- Experience in performing successful Environmental Impact Statements for major transportation projects in accordance with the NEPA requirements

- Experience in comprehensive community planning, smart growth principles, environmental assessments, environmental policy & planning, transportation planning, land use, transit planning & operations, and air quality issues in Cobb County and the Region, as well as, knowledge of planning for pedestrians, bicyclists, youth, older adults and special populations
- Knowledge of ITS, access management principles, traffic operations, traffic management, financial planning & analysis

### **3.10.3 Approach**

- Understanding of project requirements
- Suitability of proposed services, including public involvement and outreach, analytical tools, comprehensiveness of the work processes, and quality assurance
- Technical methods proposed to meet County's objectives

### **3.10.4 Availability**

- Overall master schedule to complete the project
- Availability of key staff for the work proposed
- Amount and competitiveness of work hours quoted for each task and schedule for completion

### **3.10.5 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.

Proposing firms are required to submit yearly income statements and balance sheets as part of their respective proposal packages along with any additional information necessary for Finance to derive the applicable ratios and evaluate financial status when assigning point values for these criteria.

All Proposals received by the prescribed deadline shall 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 shall make a recommendation to the Cobb County Board of Commissioners on the top ranked firm. Following Board approval, the Committee shall conduct negotiations with the top ranked firm on the scope of work and fee.

### **3.11 Pre-Contractual Expenses**

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

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

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

### **3.12 Contract Period, Award and Conditions**

The Contract Agreement shall not exceed 24 months and will be awarded to the most qualified Proposer using the Evaluation Criteria outlined in Section 3.10. Because federal and state funding is included, local preference provisions do not apply to this project.

### **3.12 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, Buy America, Equal Opportunity Assurances, Disadvantaged Business Enterprise Program, etc.

The successful firm shall be required to comply with all applicable provisions of the Fiscal Year 2012 FTA Master Agreement MA(18) and its successors which is the official FTA document containing FTA and other crosscutting Federal requirements applicable to the FTA recipient and its project which may be found at <http://www.fta.dot.gov/documents/18-Master.pdf>. Additional third party federal requirements applicable to this project may be found in Appendix D of 4220.1F which is located at [http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8641.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html), pages 129-155.

In addition, the Proposer must submit with its Proposal completed Certifications for three of the federal program requirements – the DBE program, Restrictions on Lobbying, and Debarment and Suspension. (see Section 3.6.5.1 through Section 3.6.5.3)

### **3.14 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, state match to transit grants and the 2011 SPLOST. The obligations of

County are contingent upon receipt of requested federal funds, state funds and local sales tax revenues. 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.

## **SECTION 4 – SCOPE OF WORK AND METHODOLOGY**

### **4.0 Project Summary**

The proposed US 41/Cobb Parkway High Capacity Transit project history extends back to the 2001 Northwest Corridor Light Rail Transit Implementation Study. In addition, the current ARC Regional Transportation Plan, Concept 3 (2008) regional transit plan, and the Cobb County Comprehensive Transportation Plan (CCCTP) (2008) also include various high capacity rail investments in and along the US 41/I-75 corridor.

Cobb County's current Northwest Corridor AA Study, which began in August 2011, focuses on the portion of the corridor, from the City of Acworth to the Arts Center MARTA Station in the City of Atlanta. The DEIS associated with this Request for Proposals shall integrate the NEPA requirements with the AA. The primary goal for this DEIS is to analyze potential environmental effects of proposed alternatives and to minimize or avoid adverse impacts. It is the intent of Cobb County to conduct these studies in a manner such that all requirements are met which shall preserve future federal financial eligibility and enable the project to move into the FTA New Starts process expeditiously.

#### **4.0.1 Project Length**

The Project will last between 18 and 24 months.

### **4.1 Specific Tasks**

The following is an overview of the proposed scope of work. It includes general descriptions of tasks which respondents should build upon, adding or altering tasks and proposing more detailed subtasks as deemed appropriate to meet NEPA requirements for a Tier 1 DEIS. The Consultant selected for this project shall have a high level of experience and expertise in performing similar work and should feel free to propose alternative methods and techniques, where appropriate.

The work to be accomplished under this contract is divided into tasks as a beginning point of reference. Work tasks outlined below may be modified or restructured as deemed appropriate by the proposer to best accomplish the work described herein. At a minimum, the Scope of Work must comply with all requirements to complete a Tier 1 DEIS as prescribed by EPA, FTA and other pertinent federal agencies. The Tier 1 DEIS will be prepared under the direction of FTA which is the lead agency and in accordance with the NEPA, 42 U.S.C. 4321 et seq, as implemented by the Council on Environmental Policy Regulations. FTA and FHWA are cooperating agencies with EPA in the development of this study effort.

## **TASK 1. PROJECT MANAGEMENT PLAN**

The Consultant shall prepare a detailed Project Management Plan (PMP) for this DEIS effort. The PMP shall refine the contract scope of work and be used to guide and monitor the project. The PMP shall specify the roles and responsibilities of the Consultant and other study participants, identify specific work tasks, sub-tasks, and review/comment points, and provide a detailed schedule of work – including major milestones that must be met before further work can be authorized. Furthermore, the PMP must clearly describe how the consultant proposes to interface with the AA Team and integrate the DEIS activities with the ongoing AA study effort. Information about the study and its progress may be found on the Cobb DOT website [www.cobbdot.org](http://www.cobbdot.org).

The Consultant shall be responsible for making presentations to various audiences, including the public, the Cobb County Board of Commissioners, and others. The PMP must include a well-defined and meaningful public participation process designed to engage the public in all phases of this study, including project milestones, schedules and work products.

Additionally, in association with this task, the Consultant shall establish a Quality Assurance /Quality Control (QA/QC) Plan for this DEIS project. The QA/QC Plan shall provide for the control and ongoing review of the Consultant's activities, independent reviews prior to major submittals and the process for documenting adherence to the QA/QC Plan. Monthly reporting regarding QA/QC shall be required per a format to be determined jointly by Cobb DOT and the Consultant.

### **Work Products:**

- Detailed Project Management Plan for project development and public participation, integrated with a detailed work plan for technical planning, conceptual design and analysis services
- Draft and Final QA/QC Plan
- Sample QA/QC reports

## **TASK 2. PUBLIC PARTICIPATION PLAN**

The Northwest Corridor Tier 1 DEIS study must be conducted through a planning process that allows for interactive and continuing public involvement, and the Public Participation Plan that is developed to guide the process must include participation from a wide cross-section of community interests and organizations. The Public Participation Plan must be begin at the outset of the study process, and last throughout the entire study. It must be able to function well independently, as well as in conjunction with ongoing Northwest Corridor Alternatives Analysis Study.

The Consultant must be able to demonstrate it's understanding of the need for (and importance of) an informed, interactive public discussion throughout the entire DEIS study process, though at different levels within the various stages of the study. A variety of public participation methods, tools and techniques may be considered, as appropriate, for the various stages/work tasks of the DEIS. The Consultant's unique capabilities, creativity, and/or previous experience in conducting such public participation programs should be explicitly noted in the proposal.

The Public Participation Plan elements are to be carefully integrated into the project timeline of the AA/ DEIS. All public participation work must be closely coordinated and integrated with the related

technical activities on an ongoing basis throughout the study. Examples of elements that could be included in the plan are (but not limited to):

- Creation of focus groups representing different segments of the stakeholder community, i.e.:
  - Real estate and development professionals
  - The business community (Community Improvement Districts, Chamber of Commerce)
  - Low-income and transit-dependent populations
- Creation of a project website and other tools to disseminate information about the project
  - Newsletters
  - Social Media
- Public meetings
- Other

**Work Products:**

- Public Participation Plan
- Public Participation Plan Materials (to be identified in the final approved scope of work after Consultant is hired)
- Draft chapter for DEIS document: Public Participation
- Other as identified

**TASK 3. NEPA SCOPING/FTA COORDINATION**

Scoping is the first step in the NEPA process, in which stakeholder agencies, organizations and the public identify key issues and shape the course of the technical studies to assess impacts of the project that is the subject of the DEIS. The primary purpose of Scoping is to obtain agency and public input on the project purpose and need and to help identify the depth and breadth of environmental analysis to be completed in the DEIS.

This task specifically pertains to initial coordination with FTA to accomplish a general approval of the overall scope of work for the DEIS, clearly define agency roles and responsibilities, and identify any agency-specific issues/concerns regarding the actual work. This task also includes preparation of briefing materials which are intended to establish the overall context of transportation issues within the corridor as well as summarize previous study efforts. Meeting minutes that include attendees and an overview of the discussion and actions items will also be developed as part of this task. Other subtasks tasks may be identified in addition to those described below.

**3.1 Issuance of Notice of Intent**

The Consultant shall prepare a draft Notice of Intent (NOI) for the Northwest Corridor DEIS to be published in the Federal Register by FTA. The NOI notifies interested parties that a Federal agency, in this case, the FTA, intends to prepare a DEIS in accordance with NEPA. The NOI shall also notify agencies and the public of the times, dates and locations of scoping meetings. Preparation of the draft NOI shall be in full coordination and consultation with Cobb DOT and FTA.

### **3.2 Scoping Meetings**

The Consultant shall prepare for and hold formal agency scoping meeting(s) and public scoping meeting(s). The Consultant shall prepare a Scoping Information Booklet describing the proposed project, project alternatives, purpose and need, goals and objectives, and the potential social, economic and environmental impacts of the alternatives being studied as part of the ongoing Northwest Corridor AA process. The Consultant shall also prepare a Scoping Report summarizing the scoping meetings and documenting the attendees.

### **3.3 Section 6002 Coordination Plan**

The Consultant shall prepare a SAFETEA-LU Section 6002 Agency Coordination Plan. Section 6002 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act-A Legacy for Users (SAFETEA-LU) requires that the lead agencies establish a plan for coordinating public and agency participation and comment during the environmental review process. The Coordination Plan is intended to document the process by which Cobb DOT shall communicate with the FTA as the lead federal agency, additional cooperating and participating agencies, regional and local interested parties, and the general public about this project. This plan will establish a framework for regular communication among all of the agencies involved in the DEIS process. The plan will establish a timeframe for the project, it will establish the participating and cooperating agencies for the project and a method for involving the public. This coordination plan is a living document and shall be modified throughout the progression of the DEIS process.

#### **Work Products:**

- Notice of Intent (Draft and Final)
- Scoping Information Booklet (Draft and Final)
- Scoping Report (Draft and Final)
- Section 6002 Agency Coordination Plan (Draft and Final)
- Other as identified

## **TASK 4. EVALUATION OF ALIGNMENT ALTERNATIVES**

The Consultant shall evaluate and confirm the impacts and cost of each remaining alignment alternative (as defined by the Northwest Corridor AA Study) and prepare a comparative evaluation of the alternatives based on the following criteria:

- Social, Economic and Environmental Impact
- Capital, Operating and Life Cycle Costs
- Transportation Impact
- Financial Capacity
- Land Use/Economic Development Impact

#### **Work Products:**

- Evaluation of Alignment Alternatives Report
- Draft Chapter for DEIS summarizing the social, economic, and environmental (including environmental justice and urban design) impact evaluations; capital, operating, and life-

cycle cost estimates; transportation impact assessments; land use/economic impacts of Build alternatives; and financial capacity analysis

- Draft chapter of the DEIS summarizing the detailed definition of alignment alternatives (as identified in the Northwest Corridor AA Study)
- Exhibits and presentations on the costs, benefits and impacts of alignment alternatives for public participation activities
- Other as identified

## **TASK 5. DRAFT ENVIRONMENTAL IMPACT STATEMENT**

The DEIS to be prepared shall address subject matters under various federal statutes, including the Endangered Species Act (ESA), National Historic Preservation Act (NHPA), Clean Air Act (CAA), and Clean Water Act (CWA), etc. and pertinent Executive Orders. The document shall also discuss the affected environment, environmental consequences, proposed mitigation measures as well as other required information.

### **5.1 Preliminary DEIS Preparation**

The Consultant shall prepare formal documentation of the studies' technical and community processes and results, organized into the required DEIS format as described in FTA guidance. All supporting materials shall be incorporated into the DEIS for ease of reading and comprehension.

The Consultant shall forward drafts of the DEIS to Cobb DOT for transmittal to FTA for review and comment. The Consultant shall be responsible for revising the document until both FTA and Cobb DOT have approved it in its final form.

### **5.2 Final DEIS Preparation**

The Consultant shall prepare a Final DEIS in compliance with FTA and NEPA processing requirements. The Final DEIS shall be submitted by Cobb DOT to FTA for review and comment. Particular consideration shall be given to coordination of the DEIS with federal agencies. Draft documents shall be provided to help identify and reduce concerns and ensure a smooth and timely transition into the PE/FEIS process.

#### **Work Products:**

- Draft DEIS
- Final DEIS
- Distribution lists, notifications, exhibits and presentation materials for public hearing
- Compilation of comments received
- Other as identified

## **4.2 Methodology**

### **a. Process**

- The Consultant shall work closely with County Project Manager and Project Management Team throughout the study. There shall be regular meetings to discuss progress, review findings and submittals, and finalize products.

- The consultant shall be required to meet with several groups to obtain information on current programs and plans. Such groups may include the Federal Transit Administration, Federal Highway Administration, Environmental Protection Agency, Atlanta Regional Commission, Georgia Department of Transportation, MARTA, the City of Atlanta and others as needed.
- Stakeholder involvement shall be an important component of the study. The County is seeking innovative strategies for involving stakeholders throughout the plan preparation at a level appropriate for this type of study.
- The consultant shall be required to coordinate with the AA Study Team and pertinent federal, state and local agencies.
- The consultant shall coordinate as needed with the consultant team currently working on the Northwest Corridor Alternatives Analysis study.

**b. Data Sources**

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

- US41 Visions Project and related information
- Northwest I-75/I-575 HOV/BRT Study (GDOT/GRTA)
- Northwest Connectivity Study (GRTA)
- Transit Implementation Study Update (May 2010)
- Cobb County Comprehensive Transportation Plan
- Cobb County Transit Planning Study
- Cobb County Comprehensive Plan
- Cobb County Redevelopment Overlay District Guidelines
- Cobb County Transit Development Plan
- Cobb County 2005 Transportation Improvement Program (SPLOST)
- ARC Cobb County Transportation Improvement Program (TIP)
- ARC Regional Transportation Plan (RTP)
- ARC Regional Development Plan (RDP)
- ARC Regional Access to Jobs Plan
- Cobb County Access to Jobs Plan
- Cobb County Senior Services 10-Year Master Plan
- Cobb County Transit Service and Marketing Plan
- Northwest Corridor Alternatives Analysis Study (in process)

Additionally, the Consultant is responsible for obtaining comparable data or data from peer regions and transit agencies.

## **Cobb County General Instructions for Proposers, Terms and Conditions**

### **I. Preparation of Proposals**

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so shall be at the proposer's risk, as the proposer shall 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 shall be presumed correct.

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

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

### **II. Delivery**

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

### **III. Explanation to Proposers**

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 pm, Tuesday, January 31, 2012** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP shall be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

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

**The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov). Receipt of addenda should be acknowledged in the**

**submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.**

#### **IV. Submission of Proposals**

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

Unsigned proposals will not be considered.

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

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

#### **V. Withdraw Proposal Due To Error**

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

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

## **VI. F.O.B. Point**

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

## **VII. Patent Indemnity**

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

## **VIII. Award**

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

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

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

## **IX. County Furnished Property**

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

## **X. Rejection of Proposals**

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

## **XI. Contract**

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

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

## **XII. Delivery Failures**

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

## **XIII. Non-Collusion**

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

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

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

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

#### **XIV. Conflict Of Interest, Etc.**

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

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

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

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

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

#### **XV. Default**

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

## **XVI. Disputes**

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

## **XVII. Substitutions**

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

## **XVIII. Ineligible Proposers**

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

## **XIX. General Information**

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and five (6) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

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

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

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

## **XXI. Uniformity of Proposal**

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

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

## **XXII. Request Additional Information**

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing **by 5:00 pm, on January 31, 2012** via U.S. Mail or facsimile or email to:

Cobb County Purchasing Division  
1772 County Services Parkway  
Marietta, Georgia 30008-4021  
Fax: (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto: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 (120) days from the date of bid opening.

## **XXIV. Proposal/Presentation Costs**

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

## **XXV. Proposal Format**

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

## **XXVI. Indemnification/Hold Harmless**

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

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

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

## **XXVII. Local Vendor Presence (LVP) Program – Not Applicable**

## **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. See section 3.10 page 11

**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 Request for Proposal.

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

### **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.*

**XXXV. Compliance with Georgia Security and Immigration Compliance Act  
CONTRACTOR AFFIDAVIT & AGREEMENT- Exhibit A - Not Applicable**

**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM**

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

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

Name of Business: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

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

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

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

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

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

**\*\*\* Instructions \*\*\***

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

Cobb County Purchasing Division  
Attn.: DBE Report

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

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

**Exhibit C**  
**Cobb County Government Disadvantaged Business Enterprise Participation**  
**Monthly Report**

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

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

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

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

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

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

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

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

Submitted by: \_\_\_\_\_  
Printed Name

Title or position: \_\_\_\_\_

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

Signature of Authorized Representative

## ATTACHMENT 1

### LOBBYING

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] –**

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### **APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Consultant] 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 contacts 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 this 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 documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Consultant's Authorized Official

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Name and Title of Consultant's Authorized Official

---

Date

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ATTACHMENT 2

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

49 CFR Part 29  
Executive Order 12549

**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters**

The Consultant, \_\_\_\_\_, certifies to the best of its knowledge and belief, that 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 bid 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 offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this Proposer had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

ATTACHMENT 3-A

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of

\_\_\_\_\_ % DBE utilization on this contract **and submits documentation demonstrating good faith efforts.**

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No.: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

ATTACHMENT 3-B

LETTER OF INTENT

Name of bidder/offeror's firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**Copy of the current certification letter notifying the firm that it has been DBE certified by Georgia Department of Transportation or MARTA must be attached.**

Description of work to be performed by DBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**Note: Submit this page for each DBE subcontractor.**

# ATTACHMENT 4

## ADDENDUM ACKNOWLEDGEMENT

*This form is for the acknowledgement of addendum and the date the Proposer received the addendum.*

Number of Addendum	Date Received	Name of Person Receiving Addendum
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

**Cobb County Government  
Disadvantaged Business Enterprise (DBE) program**

**I. POLICY STATEMENT**

Cobb County Government has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. Cobb County has received Federal financial assistance from the USDOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

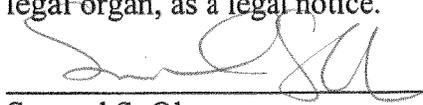
It is the policy of Cobb County to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the County's policy:

- To ensure nondiscrimination in the award and administration of USDOT – assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in USDOT assisted contracts; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Laraine Vance has been delegated as the DBE Liaison Officer and is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Cobb County in its financial assistance agreements with the USDOT.

The Cobb County Department of Transportation (CDOT) is the lead agency for implementing the USDOT DBE Program for the County. As the lead agency, CDOT will disseminate this policy statement to the Cobb County Board of Commissioners, and throughout the organization, as well as to DBE and non-DBE business communities that perform work for the County on USDOT-assisted contracts. This will include the Georgia Highway Contractors Association, the National Association of Minority Contractors-Atlanta Chapter, the African American Chamber of Commerce, the Cobb County Chamber of Commerce, the Hispanic Chamber of Commerce, the Atlanta Business League, the Georgia Minority Supplier Development Council and others as identified.

Additionally, the policy statement will be placed in the Marietta Daily Journal, Cobb County's legal organ, as a legal notice.

  
\_\_\_\_\_  
Samuel S. Olens  
Chairman, Board of Commissioners  
**Disadvantaged Business Plan**

8/10/04  
Date



[www.cobbcounty.org](http://www.cobbcounty.org)

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS

7/27/04