



## COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street  
Marietta, Georgia 30060  
(770) 528-8400 /FAX (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
[www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)

### 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**  
**122 Waddell Street**  
**MARIETTA, GA 30060**

All bids shall be submitted on the Bid Proposal Form. 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**
  - ▶ *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 Proposals**

Cobb County will receive Sealed Proposals before **12:00 noon, October 27, 2016** in the

**Cobb County Purchasing Department  
122 Waddell Street  
Marietta, Georgia 30060**

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

**Sealed Bid # 17 – 6205  
Request for Proposal  
Professional Consultant Services for Dobbins Air Reserve Base  
Joint Land Use Implementation Study - Phase 1  
Cobb County and the Cities of Marietta and Smyrna**

**Pre-Proposal Meeting: October 12, 2016 @ 10:00 AM.  
Cobb County Community Development Agency  
1150 Powder Springs Road, Suite 400  
Marietta, Georgia 30064**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents.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

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

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. [www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing).

Advertise: September 30, 2016  
October 7, 14, 21, 2016



# SEALED BID LABEL

## **SEALED BID ENCLOSED**

DELIVER TO:  
Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060

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**SEALED BID # 17-6205 DATE:** October 27, 2016

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

**DESCRIPTION:** Request for Proposal  
Professional Consultant Services for Dobbins Air Reserve Base  
Joint Land Use Implementation Study - Phase 1  
Cobb County and the Cities of Marietta and Smyrna

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

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
122 WADDELL STREET  
MARIETTA, GA 30060

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

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**"STATEMENT OF NO BID"**  
**SEALED BID NUMBER 17-6205**

**Request for Proposal**  
**Professional Consultant Services for Dobbins Air Reserve Base**  
**Joint Land Use Implementation Study - Phase 1**  
**Cobb County and the Cities of Marietta and Smyrna**

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, 122 Waddell Street, Marietta, GA. 30060 -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:

\_\_\_\_\_ Representative  
Company

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



*Cobb County...Expect the Best!*

**REQUEST FOR PROPOSAL**

**Sealed Bid # 17-6205  
Professional Consultant Services for Dobbins Air Reserve Base  
Joint Land Use Implementation Study - Phase 1  
Cobb County and the Cities of Marietta and Smyrna**

**Bid Opening Date: October 27, 2016**

**Pre-Proposal Conference: October 12, 2016 @ 10:00 AM (E.S.T.)  
Cobb County Community Development Agency  
1150 Powder Springs Road, Suite 400  
Marietta, Georgia 30064**

**Proposals Are Received In the Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060**

**Before 12:00 (Noon) By The Bid Opening Date**

**Proposal Will Be Opened In the Cobb County Purchasing Department at 2:00 pm  
122 Waddell Street  
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 7 COPIES OF THE BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

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  
Professional Consultant Services for  
Dobbins Air Reserve Base Joint Land Use Study Implementation – Phase 1  
Cobb County and the Cities of Marietta and Smyrna**

**Cobb County  
Community Development Agency**

**Sealed Bid #17-6205**



**ISSUED: September 30, 2016**

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## **I. Introduction**

The Cobb County Board of Commissioners (“County”) is soliciting proposals from experienced firms for the initial implementation phase of the Dobbins Air Reserve Base Joint Land Use Study (JLUS). Proposals will be evaluated with the intention of selecting the most responsive, qualified team.

Proposals shall be received before **12:00 PM on October 27, 2016** at the Cobb County Purchasing Department, 122 Waddell Street, Marietta, GA 30060. Late bids will not be accepted.

Please submit one (1) original, seven (7) copies and one electronic copy on CD or flash drive.

Any questions concerning this RFP must be submitted in writing to:

Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcountry.org](mailto:purchasing@cobbcountry.org)

**The deadline for questions to be submitted is 5:00 PM on October 18, 2016.**

**A pre-proposal meeting will be held on Wednesday, October 12, 2016 at 10:00 AM at Cobb County Community Development Agency, 1150 Powder Springs Road, Suite 400, Marietta, GA 30064. Attendance is not mandatory but is strongly encouraged.**

The County, with concurrence from the Cities of Marietta and Smyrna, will consider the competency and responsiveness of the respondents in evaluating each proposal. The County reserves the right to reject any and all proposals, to waive any informalities, to reject portions of the proposals, to waive technicalities, and to award contracts in a manner consistent with the best interest of Cobb County and the laws of the State of Georgia.

### **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 below. The County shall award a Contract to the Proposer which the County deems to be the most qualified and is fully compliant with Federal, State, and County procedures, based upon the Evaluation Process described herein.

### **1.2 Work Overview**

In February 2015, a year-long effort led by a collaboration between Cobb County, the Command Staff at Dobbins Air Reserve Base (ARB) and other local partners including the cities of Marietta and Smyrna, resulted in the completion of the Dobbins ARB Joint Land Use Study (JLUS). The JLUS yielded a full slate of recommendations for improved communication and coordination between Base Staff, the County, and local partners regarding matters of mutual concern. Additionally, several tools for implementation of these recommendations were outlined within the JLUS document. Of these, three action items were identified by the JLUS Policy Committee and JLUS Advisory Committee for initial implementation. These three action items are the subject of this solicitation and are described further herein.

### **1.3 Purpose of the Project**

As stated above, the work associated with this solicitation entails the completion of three implementation projects derived from the Dobbins ARB JLUS. The projects are described as follows:

- Development of a 3-Dimensional Imaginary Surfaces GIS Model: This item involves the development of a model of allowable heights from the glide slope of the Approach/Departure Surface and also serves as a tool to determine whether proposed development structures encroach the navigable airspace. The model will assist Cobb County, Marietta and Smyrna with fine-tuning their respective zoning regulations (specifically height of structures within the approach/departure Clearance Surface Subzone) to further enhance compatibility with military operations at Dobbins ARB.
- Development of a Light Pollution Study: Ambient light from sources surrounding Dobbins ARB (i.e. parking lots, streetlights, LED billboards, etc.) affects the performance of night vision equipment used during nighttime aviation training exercises. The purpose of the Light Pollution Study (LPS) is to explore potential changes to local zoning ordinances, comprehensive plans and other land/development-related policies to help improve conditions for training and overall operations at Dobbins ARB. All potential action items resulting from the LPS shall consider not only base-related operations and activities, but also the surrounding civilian environment and its ability to function in a manner that is not an extreme deviation from what is generally considered normal.
- Development of an Education and Outreach Program: Areas in the immediate and surrounding vicinity of Dobbins ARB are densely populated with residences, commercial retail centers, office parks, high rise buildings (both commercial and residential) and light industrial land uses. As a result, there is a significant need to provide a consistent, easy-to-implement education and outreach model for those who populate the aforementioned uses. Current and future residents of the area need to be made aware of noise and other factors that are commonplace when living in close proximity to Dobbins ARB. Additionally, land developers, builders and wireless communications providers need to be informed of the manner in which vertical obstructions can impact base operations. The creation and implementation of these programs shall ideally involve representation from related industries, such as real estate, land development and construction firms.

## **II. Project Administration, Participant Roles and Funding**

This section describes how the project shall be administrated, the roles and responsibilities of the County, Cities, 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 Community Development Agency shall be responsible for the overall administration and management of the project, coordination with the partners at the Cities of Marietta and Smyrna, and Dobbins Air Reserve Base, as well as for providing direction to the Consultant, reviewing all reports and submittals and approving all changes to the work scope, including budget and schedule issues. The project will be managed by the Community Development Planning Division.

Cobb County has formed a Selection Committee 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 Project Manager along with select Cobb County staff, City of Marietta staff, City of Smyrna staff, Dobbins Air Reserve Base staff and others as assigned by the Cobb County Manager, Marietta City Manager, and Smyrna City Administrator.

## **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 and Methodology**.

### **2.2.1 Project Manager**

The Consultant shall designate a Project Manager who shall be assigned the responsibility of ensuring completion of all the required work on behalf of the Consultant and coordinating with the County throughout the project. It is imperative that the Project Manager have demonstrated knowledge of three-dimensional modeling and the requisite technical skills, land use planning, with an emphasis on light pollution and other issues faced by military installations, and have a superior ability to communicate effectively with local elected officials, community partners and stakeholders. The Project Manager must also have demonstrated experience with preparation of comprehensive, multi-jurisdictional plans.

*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 Project Manager and the JLUS Implementation Policy Committee at key stages throughout the project;
- Coordinating with local and regional participants (primary, secondary, and tertiary) as appropriate on issues of importance to completing the project. 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, Cities, other agencies, and the public;
- Making presentations to the JLUS Implementation Policy Committee, elected and/or appointed boards and participants, and the public-at-large.

### **2.2 Project Funding**

The Project shall be funded via a combination of Federal and local funding. Department of Defense funding has been programmed by the Office of Economic Adjustment (OEA) to support development of the three JLUS implementation projects. Cobb County has provided a 10% local match. Additional Federal, State and local general funds may be used to assist in financing the project if available.

### III. General Requirements Related to the Solicitation and Contract Award

#### 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	September 30; October 7, 14, 21, 2016
Pre-proposal Meeting	October 12, 2016 at 10:00 am
<b>Responses due from Proposers</b>	<b>October 27, 2016 before 12:00 noon</b>
Evaluation/Negotiations	October – November 2016
Contract Award/NTP	December 2016

#### 3.2 Pre-proposal Meeting

A Pre-proposal meeting will be held at the **Cobb County Community Development Agency, Public Conference Room, 1150 Powder Springs Street, Marietta, Georgia 30064, on Wednesday, October 12, 2016 beginning at 10:00 am.** This meeting is not mandatory but attendance is strongly encouraged. Discussions in the meeting are not binding; the County will issue written responses to questions and issue addenda as necessary. **Prospective bidders are also welcome to attend the meeting via conference call at (712) 770-4700, Code – 223707#.**

#### 3.3 Questions

All questions and requests by Proposers concerning this solicitation must be submitted in writing and directed to:

Cobb County Purchasing Department  
122 Waddell Street  
Marietta, Georgia 30060  
E-Mail: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
FAX: (770) 528-1154

Please include the Bid Number and Bid Title when submitting any questions or requests.

The deadline for questions to be submitted is **Tuesday, October 18, 2016 at 5:00 p.m.** Responses to any written communication will be made available by addenda.

Proposers are cautioned 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 an adequate interpretation of the provisions of this RFP. All Addenda shall be provided to each prospective Proposer and is available on the Cobb County Purchasing Website at <http://www.cobbcounty.org/purchasing>. Addenda must be acknowledged by date and number of each Proposal.

### **3.5 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, shall be limited to 25 (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.

#### **3.5.1 Letter of Transmittal**

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

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

- A statement of the goals and objectives of the Consultant'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.

#### **3.5.3 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.
- Proposer shall provide the Proposal Schedule Form and a detailed cost breakdown by task.

#### **3.5.4 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 respective roles. Special emphasis shall 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 shall include summaries of projects of similar complexity and scope underway or completed within the past five (5) years.
- A discussion of the current workload and availability of the firm(s) and the assigned staff. Proposer shall provide three (3) client references for each firm included in the team. This information shall include the project name, client contact name, title, mailing address, e-mail address and telephone number.
- A discussion of the current workload and availability of the proposed project manager. Proposer shall provide three (3) client references for the proposed project manager. This information shall include the project name, client contact name, title, mailing address, e-mail address and telephone number.

### **3.6 Proposal Submission**

Proposers must submit **one (1)** original and **seven (7)** 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  
122 Waddell Street  
Marietta, Georgia 30060

Each copy must be labeled “**COBB COUNTY – DOBBINS JOINT LAND USE STUDY IMPLEMENTATION – PHASE I**” 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 – DOBBINS JOINT LAND USE STUDY IMPLEMENTATION – PHASE I**” with the Proposer’s name indicated on each piece of literature.

Proposal must be received before **12:00 noon on October 27, 2016**. 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. The proposals will be evaluated on the basis of information presented in the proposal package and on analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to the County’s satisfaction the qualifications of any respondent. Cobb County shall make the award to the responsive, responsible Proposer whose proposal is most advantageous to the County. The following 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 particularly as it relates to completing work similar in nature and scope;
- Appropriateness and effectiveness of the team member’s individual roles with particular emphasis on the Project Manager;
- Clarity of the organizational structure for the proposal team; and
- Sufficient staff for all facets of the project workload, including previous work with proposed Subconsultants (if applicable).

### **3.10.2 Experience/Performance**

- Evaluation of the Consultant's described expertise and/or specialty applicable and beneficial to the project;
- The Consultant's demonstrated experience in completing similar projects on time and within budget; and
- Review of the Consultant's past record of performance on similar projects, including evaluation of client references.

### **3.10.3 Approach**

- The Consultant's demonstrated understanding of the purpose, scope, and requirements of the JLUS project;
- The Consultant's identification of pertinent issues and potential problems related to the JLUS project;
- The Consultant's demonstration of their understanding of the expected deliverables;
- The Consultant's demonstrated understanding of the time schedule and their ability to meet the schedule;
- Demonstration of knowledge of State and local community planning and development laws, policies, regulations, and procedures;
- Demonstration of knowledge of local, State and Federal programs that can offer support in implementing the JLUS recommendations to promote and guide compatible development;
- Knowledge of technical Military Department studies, reports, and plans that define the mission footprint for military operations to support the JLUS planning process;
- Demonstrated understanding of the implication of the military mission footprint on nearby development, both existing and future; and
- Demonstrated understanding and experience in working with Military Department personnel to support positive and effective dialogue with surrounding local and State government(s)

### **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; and
- Ability to complete the project in an aggressive manner, while maintaining product quality.

### **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.

### **3.10.6 Cost**

Proposed costs submitted by each respondent will be evaluated. This review shall include an evaluation and comparison of costs per task to assist in the decision making process. Cost will not be the sole determining factor in the awarding of a contract.

All Proposals received by the specified deadline shall be evaluated against the established criteria. As part of the selection process, respondents may be asked to make a presentation to the Evaluation Committee 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, but are not limited to:

- 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 12 months and will be awarded to the most qualified Proposer using the Evaluation Criteria outlined in Section 3.10. Due to the inclusion of Federal and State funding, local preference provisions do not apply to this project.

### **3.13 Compliance with Federal Laws and Regulations**

The Project will be funded in part via a grant from the Office of Economic Adjustment (OEA). For this reason, the final Contract between the County and the successful Proposer will include applicable Federal requirements related to this funding, including adherence to any requirements of the U.S. Department of Defense, Office of Economic Adjustment.

### **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 solicitation may be financed in part with funds available to the County through a grant from the U.S. Department of Defense, Office of Economic Adjustment; County general fund revenues; City of Marietta general fund revenues; and/or City of Smyrna general fund revenues. The obligations of the County are contingent upon receipt of requested Federal funds and local revenues. In the event that funding from these sources is eliminated or decreased, the County reserves the right to terminate the Contract or modify it accordingly.

## IV. Scope of Work and Methodology

### 4.1 Project Summary

Through efforts led by Cobb County, the Command Staff at Dobbins ARB and other local partners including the cities of Marietta and Smyrna, the Dobbins ARB Joint Land Use Study (JLUS) yielded a full slate of recommendations for improved communication and coordination between Base Staff, the County, and local partners regarding matters of mutual concern. Additionally, several tools for implementation of these recommendations were outlined within the JLUS document. Of these, three strategies were identified by the JLUS Policy Committee and JLUS Advisory Committee for initial implementation. They are:

- Development of a 3-Dimensional Imaginary Surfaces GIS Model: This item involves the development of a 3D model of allowable heights from the glide slope of the Approach/Departure Surface and also serves as a tool to determine whether proposed development structures encroach the navigable airspace. The model will assist Cobb County, Marietta and Smyrna with fine-tuning their respective zoning regulations (specifically height of structures within the approach/departure Clearance Surface Subzone) to further enhance compatibility with military operations at Dobbins ARB.
- Development of a Light Pollution Study: Ambient light from sources surrounding Dobbins ARB (i.e. parking lots, streetlights, LED billboards, etc.) affects the performance of night vision equipment used during nighttime aviation training exercises. The purpose of this JLUS implementation strategy is to explore potential changes to local zoning ordinances, comprehensive plans and other land/development-related policies to help improve conditions for training and overall operations at Dobbins ARB. All potential action items resulting from the light pollution study shall consider not only base-related operations and activities, but also the surrounding civilian environment and its ability to function in a manner that is not an extreme deviation from what is generally considered normal.
- Development of an Education and Outreach Program: Areas in the immediate and surrounding vicinity around Dobbins ARB are densely populated with residences, commercial retail centers, office parks, high rise buildings (both commercial and residential) and light industrial land uses. As a result, there is a significant need to provide a consistent, easy-to-implement education and outreach model for those who populate the aforementioned uses. Current and future residents of the area need to be made aware of noise and other factors that are commonplace when living in close proximity to Dobbins ARB. Additionally, land developers, builders and wireless communications providers need to be informed of the manner in which vertical obstructions can impact base operations. The creation and implementation of these programs shall ideally involve representation from related industries, such as real estate, land development and construction firms.

#### 4.1.1 Background

Dobbins ARB is located in Metropolitan Atlanta, in Cobb County, Georgia. The Base occupies over 1,600 acres of land adjacent to the cities of Marietta and Smyrna. Dobbins ARB is critical to local and regional economies, generating approximately \$282 million in economic impact annually and is one of the largest single employers in Cobb County.

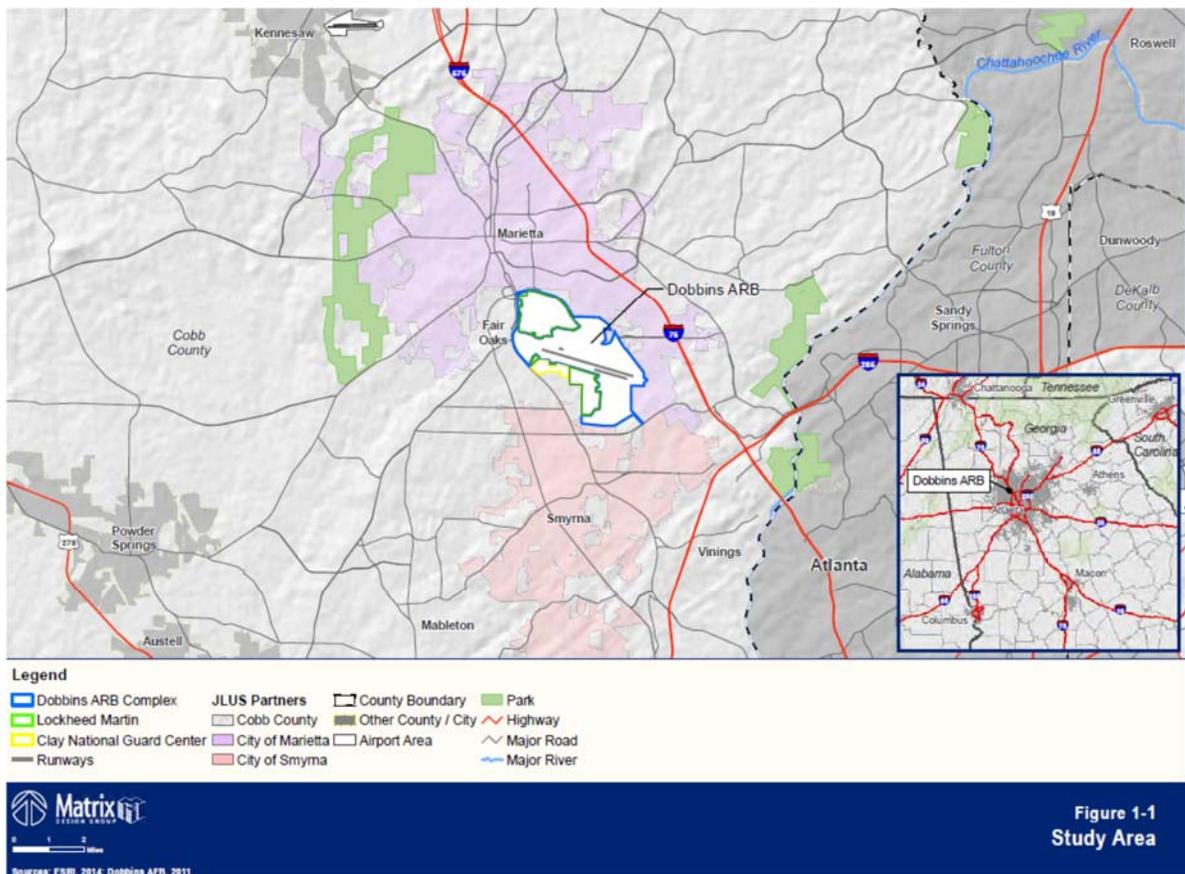
The airfield at Dobbins ARB includes one runway (Runway 11/29), one assault strip (Runway 110/290), taxiways, multiple aircraft hangars, and an air traffic control (ATC) tower. The Lockheed Martin/Air Force Plant #6 facilities are collocated with Dobbins ARB to the northwest and south of the runway, and the Georgia ARNG facilities are to the southwest.

The 22nd Air Force (22 AF) is headquartered at Dobbins ARB. As one of three numbered air forces in AFRC, the 22 AF is responsible for recruiting and training reservists and for maintaining subordinate units at the highest level of combat readiness. The 22 AF's wartime mission is to provide combat-ready airlift and support units and augments personnel requirements to Air Mobility Command in the United States.

The 94th Airlift Wing (94 AW) is the host unit at Dobbins ARB and has 8 assigned C-130H *Hercules* aircraft. The mission of the 94 AW is to provide highly trained Citizen Airmen who execute versatile and reliable tactical C-130 operations. Members of the 94 AW train daily to conduct worldwide airlift for a wide range of U.S. military and humanitarian operations. The 94 AW is made up of 3 groups, 10 squadrons, and 5 flights; flying operations are conducted by the 94th Operations Group. When called to active duty, Air Mobility Command and AFRC will each gain separate elements of the wing.

Additional units are also assigned to Dobbins ARB, including the Georgia ANG, Georgia ARNG, and USAR. The Georgia ANG has several units assigned to Dobbins ARB; however, since they are non-flying units they are not discussed in this report. In total, these facts give Dobbins ARB the distinction of being the largest multi-service reserve training base in the world.

**Source: Dobbins ARB AICUZ Study, October 2011 (Pages 2-1 through 2-4)**



*Figure 4.1 Dobbins ARB JLUS Study Area*  
*Source: Dobbins ARB JLUS, February 2015, page 1-8*

The installation air operation impacts on local jurisdictions are depicted in the following diagram:

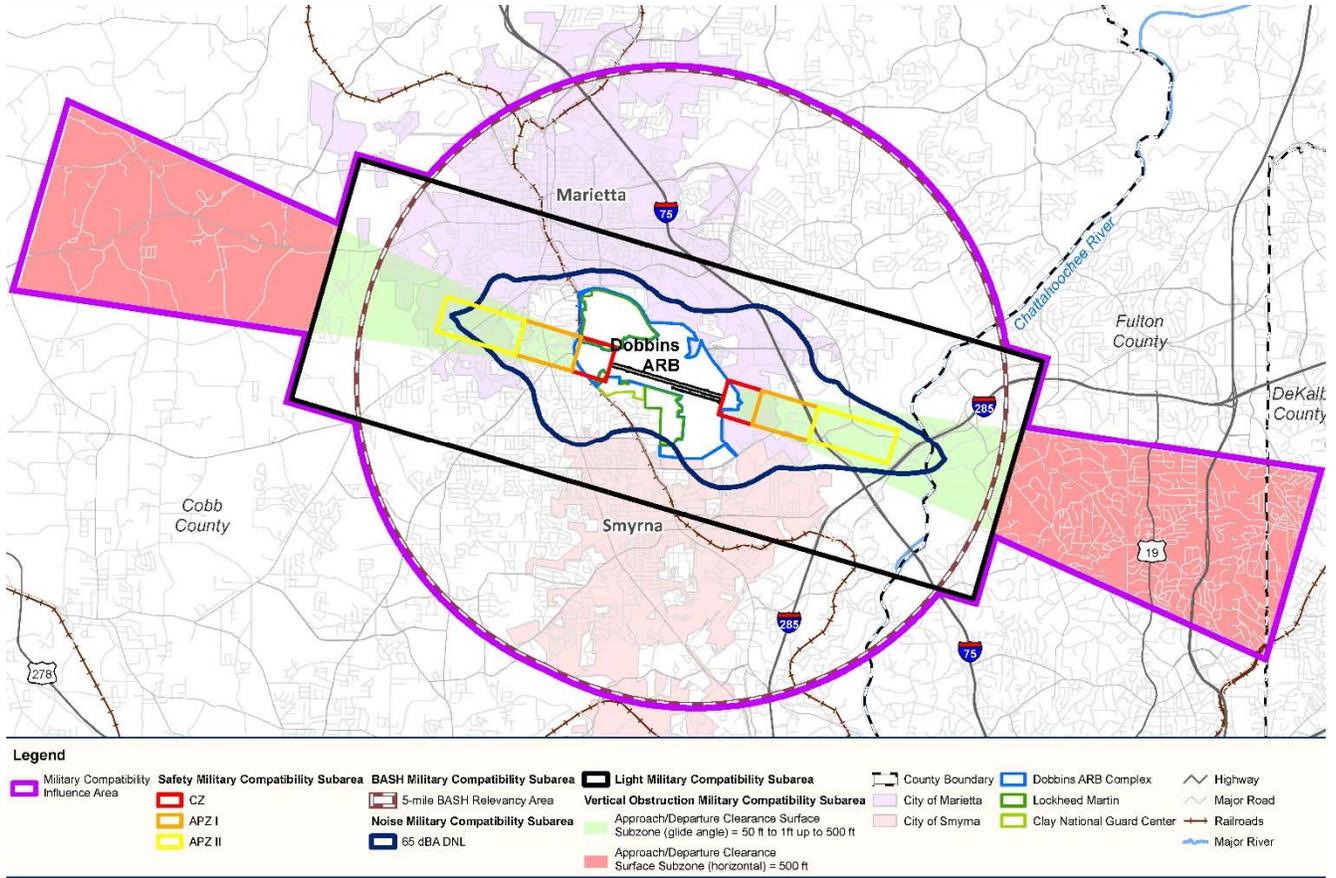


Figure 4.2 Dobbins ARB Military Compatibility Influence Area

The installation's imaginary surfaces are depicted in the following image:

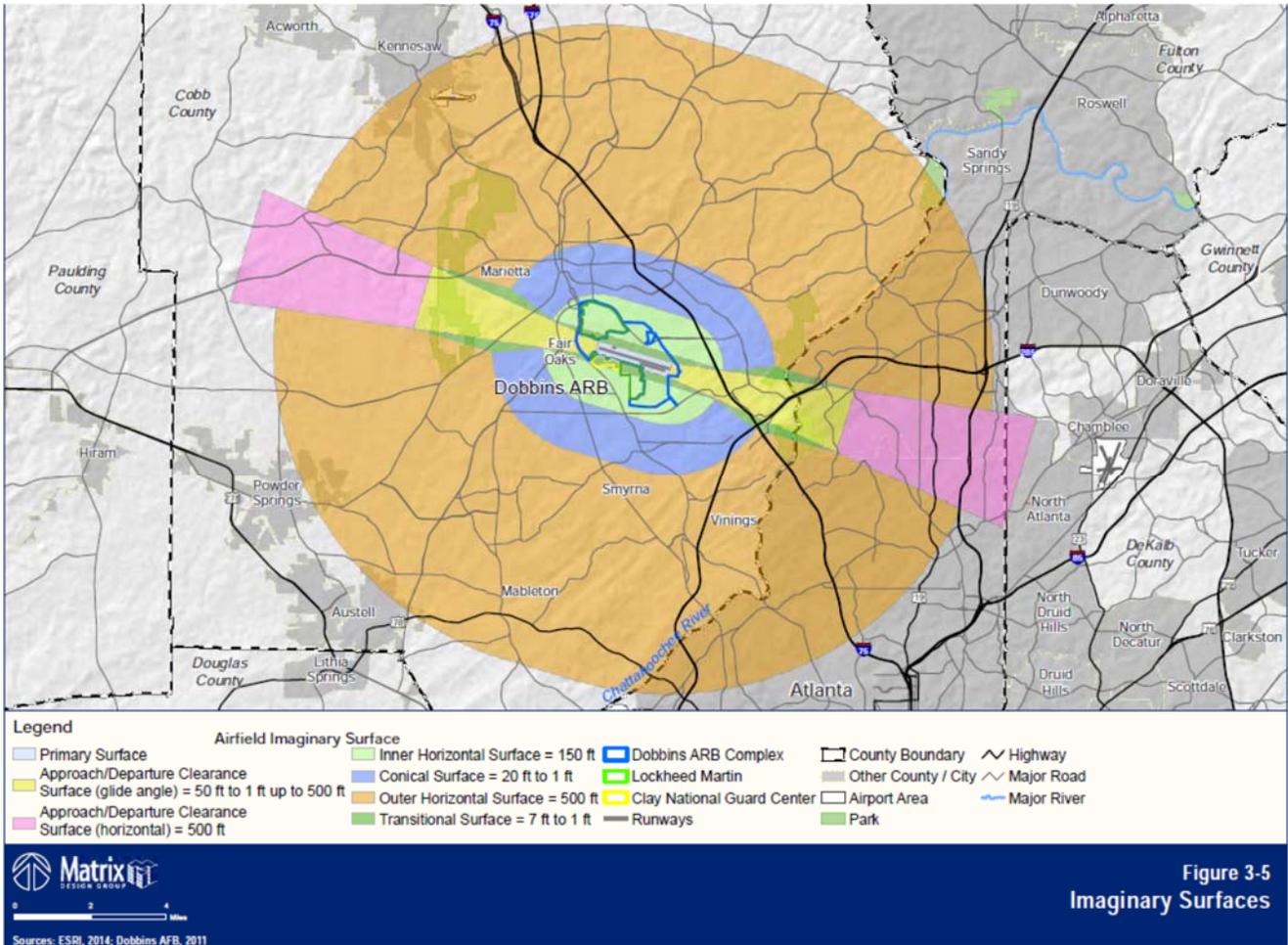


Figure 4.3 Dobbins ARB Airfield Imaginary Surfaces  
 Source: Dobbins ARB JLUS, February 2015, page 3-18

#### **4.1.2 Project Length**

The Project is anticipated to last between eight (8) and twelve (12) months. However, it is preferable to have the Project completed in an expedited manner.

#### **4.1.3 Proposed Study Area**

The proposed study area is the same as that of the Dobbins ARB JLUS, which includes:

- Cobb County
- City of Marietta
- City of Smyrna
- Dobbins Air Reserve Base
- Clay National Guard Center
- Lockheed Martin aeronautics facility
- Cumberland Community Improvement District

#### **4.1.4 Project Oversight/Organizational Structure**

The Dobbins ARB JLUS process achieved its goals and objectives through a process that included a public outreach program. Along with stakeholders, two committees were set up to guide the development of the JLUS: the JLUS Policy Committee, which consisted of elected officials and leadership from participating jurisdictions, military installation leadership, and the Chamber of Commerce; and the JLUS Advisory Committee, which included representatives from local jurisdictions, agencies, and Dobbins ARB with technical expertise in compatibility factor issues.

It is anticipated that the implementation of the JLUS, specifically, the three implementation items that are the deliverables of this project, will continue to be guided by the JLUS Policy Committee and the JLUS Advisory Committee. Through the implementation phase of the JLUS, the *Policy Committee* will become the *Implementation Policy Committee* and will continue to guide the direction of implementation and approval of implementation items. The *Advisory Committee* will become the *Implementation Committee* and will continue to include representatives from local jurisdictions, agencies, and Dobbins ARB with technical expertise. The Implementation Committee will be charged with overseeing the day to day activities associated with implementing the JLUS strategies. Cobb County will serve as the primary implementation sponsor, along with support from the Cities of Marietta and Smyrna, and Dobbins ARB.

#### **4.1.5 Available Resource Documents to Support the JLUS Planning Process**

##### *Dobbins Air Reserve Base*

Dobbins ARB General Plan June 2010

Dobbins ARB Air Installation Compatible Use Zone (AICUZ) Study, October 2011

Dobbins ARB Integrated Cultural Resources Management Plan (ICRMP), September 2012

Dobbins ARB Integrated Natural Resources Management Plan (INRMP), November 2012

Dobbins ARB Joint Land Use Study, February 2015

##### *Cobb County*

Cobb County Comprehensive Plan

Cobb County Zoning Ordinance

Geographic Information Systems data

Powers Ferry Master Plan

Connect Cobb

Comprehensive Transportation Plan

*City of Marietta*  
Marietta Comprehensive Plan  
Marietta Zoning Ordinance  
MU2 Livable Centers Initiative  
Franklin-Delk Livable Centers Initiative Plan

*City of Smyrna*  
Smyrna Comprehensive Plan  
Smyrna Zoning Ordinance

#### **4.2 Scope of Work**

The Project requires that the consultant or team, with oversight from the JLUS Implementation Policy Committee, develop a 3-Dimensional Imaginary Surfaces Model, Light Pollution Study, and an Educational and Outreach Program.

Several issues were identified within the Dobbins ARB JLUS and proposers must have the technical capability and experience to address the tasks related to the following strategies.

#### **3-Dimensional Imaginary Surfaces GIS Model**

Through the Dobbins Air Reserve Base (ARB) Joint Land Use Study (JLUS), the consultant group identified the need for assistance in efforts to eliminate the creation of vertical obstructions within the Approach and Departure Surface surrounding the ARB. Vertical obstructions are comprised of buildings, trees, structures, equipment or other features of varying heights that encroach into the navigable airspace used for military operations. The ability to identify existing obstructions, in addition to proposed development which poses a vertical obstruction, will be vital in maintaining compatibility between Dobbins and the surrounding jurisdictions.

The Project requires that the consultant or team assist Cobb County with developing and implementing a digital and printed 3-Dimensional Imaginary Surfaces Model of allowable heights for the glide slope of the Approach/Departure Surface surrounding Dobbins ARB. This tool will assist Cobb County in determining whether the heights of proposed structures obstruct the navigable airspace during the review of proposed development applications. It is expected that alerts shall be set within the tool to inform the user when the maximum allowable heights for proposed structures are surpassed. The Project shall also include training on operation of the model as well as providing an operations manual to allow training for future end users. It is also anticipated that the model shall include the flexibility of modifying/updating the model or instructions on how to modify/update the model as Esri GIS software evolves over time.

#### ***Final Deliverable***

It is anticipated that the final deliverable shall consist of a digital version of the 3-D model that will be used for development review, the presentation of the final 3-D model to the Technical Committee for comment, the presentation of the final 3-D model to the JLUS Implementation Policy Committee for acceptance, the presentation of the final 3-D model training guide with the training of county and city staff on use of the model, providing a printed copy of the 3-D model that will be used for development review, and providing information on how the model can be updated as host software evolves over time.

## **Light Pollution Study**

The overarching goal of this task is to prepare a comprehensive light pollution study to determine the full extent of the light pollution issues that could negatively impact the current missions and future missions of Dobbins ARB and offer recommendations to mitigate the problems.

Once the selection of the Consultant has been determined, a final scope of work will be coordinated between the JLUS Implementation Committee and the consultant to delineate a more specific detailed list of specific responsibilities for completion. A general description of each of the tasks is described below and shall be included in, but not necessarily limited to, the process of developing the Light Pollution Study. Additional tasks may be included at the Consultant's discretion.

- General review and technical analysis of existing lighting conditions and how those light conditions impact the current and future missions of Dobbins ARB. The review and analysis shall include, but not be limited to, the intensity of night light, sources of light pollution, ordinances and/or regulations amplifying the issue, security lighting for public safety purposes, and a review of unclassified military night training requirements and equipment
- Provide current actions and resources that could be considered immediately to reduce light pollution. These actions and resources could include new technology, such as low light-loss fixtures, that is readily available or programs and resources that are already established that could assist in mitigating light pollution.
- A prioritized list of recommended strategies and policies that could further mitigate the lighting impact on Dobbins' missions.
- At the conclusion of the study process, and before the final draft is adopted by the Board of Commissioners, it is anticipated that a community meeting shall be conducted to ensure the citizens of Cobb County and the community surrounding Dobbins ARB have had a chance to review and comment on the study itself and the recommendations being proposed.

## ***Final Deliverable***

It is anticipated that the final deliverable shall consist of the overall work effort and study process, along with relevant findings and recommendations, compiled into a summary document that will be the Dobbins ARB Light Pollution Study. Fifteen (15) printed copies of the document shall be provided to the County, along with two (2) CDs of the document and any relevant files, maps, supporting data and graphics associated with the final document. Copies shall be shared with the JLUS partnering jurisdictions.

## **Education and Outreach Program**

The Dobbins ARB JLUS, through the compatibility assessment, identified several factors related to educating the community and property owners on the operations, future projects, mission changes and risk factors at Dobbins ARB. The more the public understands the impacts of living or owning property near the base, the more the relationship between the base and the community will continue to improve. The objective of the project shall be to review and recommend various avenues of educating residents and property owners of the impact and risk of being in the vicinity of a military base and its operations. It is recommended that an education and outreach program be created to provide a detailed outline of

actions and recommendations to educate and inform the citizenry of all the different operations and missions located and being conducted from Dobbins ARB. The proposed program is expected to also help mitigate any current and future issues.

It is expected that the study shall include an evaluation of existing education programs and materials designed to inform the public of operations at Dobbins and how those programs and materials are being distributed throughout the community. It will be important to understand if any of the existing programs need to be revised based on new technological advances and/or new missions at the base. The final draft of the Education and Outreach program shall provide actions, resources and recommendation that could be considered by appropriate parties to ensure the community is well informed of the ongoing operations at the base. The study shall consider a range of activities including educational seminars, open houses, publication and distribution of informational brochures, and creation of a website with informative content for neighboring property owners.

### ***Final Deliverable***

It is anticipated that the final deliverable shall consist of the overall work effort and study process along with relevant findings and recommendations into a summary document that will be the Education and Outreach Program. Fifteen (15) printed copies of the document shall be provided to the county, along with two (2) CDs of the document and any relevant files, maps, supporting data and graphics associated with the final document. Copies shall be shared with the JLUS partnering jurisdictions.

#### **4.2.1 Project Coordination**

A single Cobb County staff person will be designated as the study project manager to coordinate all communication with Federal, State and local agencies and elected officials. All information concerning the project, including progress reports, meeting agendas and materials, presentations, electronic information, and draft and final reports will be provided to the project manager prior to review by the JLUS Implementation Policy Committee and/or technical work group, as well as prior to public release. Upon the completion of the project, all maps (including GIS shape files), data, and reports shall become property of the project sponsor and provided to the project manager in both paper and electronic formats.

#### **4.2.2 Public/Elected Officials**

The Consultant shall assist with relationship building and outreach to local, State and Federal public officials representing the participating jurisdictions who will be partners in carrying out JLUS implementation. The Consultant may need to brief affected legislative bodies, state officials, economic development boards, and State and Federal elected officials about the purpose and goals of the JLUS implementation process.

#### **4.2.3 Project Overview**

A four (4) page maximum Project Overview, to post on the OEA website, shall be included with the Final Deliverables. The Project Overview shall include a summary description of the Dobbins ARB JLUS, a graphic display of study area and military operations footprint, a description of the community organization structure and participants for both planning and implementation, and a summary of each of the three (3) implementation tasks associated with this RFP.

A disclaimer statement shall appear on the title page of the JLUS Light Pollution Study and the JLUS Education and Outreach Program, or any other OEA-funded deliverable. It shall read as follows:

*“This document was prepared under contract with Cobb County, Georgia in partnership with the City of Marietta and the City of Smyrna, with financial support from the Department of Defense, Office of Economic Adjustment. The content reflects the views of Cobb County, the City of Marietta, and the City of Smyrna and does not necessarily reflect the views of the Office of Economic Adjustment.”*

## **Cobb County Specifications for Geospatial Deliverables of GIS**

Conformance to certain standards and specifications is necessary to ensure data sets delivered through contractual agreements are usable by the consumers of Cobb’s enterprise GIS. Please note that usage of Cobb County GIS data in the preparation of plans and studies must comply with Cobb County GIS License agreement.

### **Deliverables**

Complete GIS data shall be delivered via CD-ROM, DVD, FTP or other method approved by project manager. The products delivered shall contain the following items:

- Descriptive Document
- Geospatial Data
- Associated data tables (s) or relational Microsoft Access database
- Associated metadata
- Any linked documents, graphics or digital data

### **Descriptive Document**

- Contents of CD/DVD or .zip file
- Version and date of the data
- Information on sensitive data issues
- A short description of data themes – one or two sentences
- Linking fields to other data tables

### **Geospatial Data**

- File Naming Conventions
- A clear and meaningful file name shall be used that conveys the nature of the data and subject.

### **Coordinate System**

- Spatial data submitted shall be geo-referenced with Georgia State Plane Coordinate System, West Zone, NAD83

### **Spatial Data Formats**

- All vector data shall be supplied in an ESRI ArcGIS v10.0 file format.
- ArcView Shapefile
- ArcGIS Geodatabase (GDB) file or personal
- ArcInfo interchange file (\*.E00)
- Raster Data
- GeoTIFF
- TIFF

### **Maps**

- In addition to any hard copy or soft copy maps delivered, all source map files (ESRI ArcGIS mxd) with associated data files in a stand-alone directory structure using relative paths (.mxd) shall be provided.
- All spatial and tabular data generated from the project shall become the property of Cobb County.

## **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 will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

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

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

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site ([www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)) 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 on October 18, 2016** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:  
Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060  
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.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing) Receipt of addenda shall 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 shall 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 uncopied 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. Bid, Payment & Performance Bonds – Not Required**

## **IX. Insurance**

### **A. Requirement:**

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **B. Minimum Limits of Insurance:**

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.

- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance

- (a) **Additional Insured Requirement.** Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
- (b) **Primary Insurance Requirement.** The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) **Separate Coverage.** Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County *insert department name and address*. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

**X. 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.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

#### **XI. County Furnished Property**

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

#### **XII. Rejection of Proposals**

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

#### **XIII. 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".

#### **XIV. 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.

## **XV. 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.

## **XVI. 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.

## **XVII. 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.

## **XVIII. 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.

## **XIX. 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.

## **XX. 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.

## **XXI. 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 seven (7) 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.

## **XXII. 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.

## **XXIII. Request Additional Information**

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

Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060  
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.

## **XXIV. Firm Prices**

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of one hundred twenty (120) days from the date of bid opening.

## **XXV. 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.

## **XXVI. 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.

## **XXVII. Indemnification/Hold Harmless**

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section 12.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

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

## **XXIX. Proposal Evaluation**

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

1. Evaluation Responsibility

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

2. Presentations

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

3. Evaluation Criteria

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

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

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

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

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

**Availability** - Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County

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

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

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

### **XXX. 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.

#### **XXXI. Termination for Convenience**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

#### **XXXII. 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.

#### **XXXIII. 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.

#### **XXXIV. 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.

#### **XXXV. 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.

**XXXVI. Compliance with Georgia Security and Immigration Compliance Act  
PROCEDURES & REQUIREMENTS**  
*(Effective 09-20-2013 - Supersedes All Previous Versions)*

**BACKGROUND**

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

**DEFINITIONS**

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

**Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.**

## PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

***This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.***

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
  - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
  - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
  - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
  - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
  - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
  - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements

of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

***FORM ATTACHMENTS:***

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

***This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.***

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

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

***Effective 09-20-2013***

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

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

*Effective 09-20-2013*

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

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

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

I further certify to Cobb County, Georgia the following:

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

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

**Sworn to by:**

**Employer Name & Address:**

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

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

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

*Effective 09-20-2013*

**XXXVII. 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.*

**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  
122 Waddell Street  
Marietta, GA 30060  
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.

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 Signature of Authorized Representative

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

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

**Proposal Schedule Form**  
**Professional Consultant Services for**  
**Dobbins Air Reserve Base Joint Land Use Study Implementation – Phase 1**  
**Cobb County and the Cities of Marietta and Smyrna**  
**Sealed Bid #17-6205**

The Bidder has carefully examined and fully understands the Scope of Work, and other Documents hereto attached, and has satisfied itself as to the requirements of the Work, and hereby agrees that if its proposal is accepted, it shall contract with Cobb County according to proposal Documents entitled **Professional Consultant Services for Dobbins Air Reserve Base Joint Land Use Study Implementation – Phase I**. The undersigned proposes to furnish all services required in accordance with said documents, for the sum as follows:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

which sum hereinafter shall be referred to as “Total Cost.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

Company Name: \_\_\_\_\_