



## 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, November 17, 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 – 6208  
Request for Proposal  
Radio Frequency Identification (RFID) System  
Cobb County Library System**

**Pre-Proposal Meeting: November 1, 2016 @ 2:00 P.M.  
Switzer Library  
266 Roswell Street  
Marietta, GA 30060**

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: October 21, 28, 2016  
November 4, 11, 2016

**BID SUBMITTAL FORM**



SUBMIT BID/PROPOSAL TO:  
Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060

**BID/PROJECT NUMBER: 17-6208**  
**Request for Proposal**  
**Radio Frequency Identification (RFID) System**  
**Cobb County Library System**

**DELIVERY DEADLINE: November 17, 2016 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: November 17, 2016 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia, 30060.

**BUSINESS NAME AND ADDRESS INFORMATION:**

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Company address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

**NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:**

\_\_\_\_\_  
(PLEASE PRINT/TYPE)      NAME      TITLE

SIGNATURE OF OFFICER ABOVE: \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)  
\_\_\_\_\_

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **17-6208**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

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

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

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

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**SEALED BID # 17-6208 DATE: November 17, 2016**

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

**DESCRIPTION: Request for Proposal  
Radio Frequency Identification (RFID) System**

**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 17-6208**  
**Request for Proposal**  
**Radio Frequency Identification (RFID) System**  
**Cobb County Library System**

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:

\_\_\_\_\_ Company

\_\_\_\_\_ Representative

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



*Cobb County...Expect the Best!*

**REQUEST FOR PROPOSAL**

**Sealed Bid # 17-6208  
Radio Frequency Identification (RFID) System  
Cobb County Library System**

**Bid Opening Date: November 17, 2016**

**Pre-Proposal Conference: November 1, 2016 @ 2:00 PM (E.S.T.)  
Switzer Library  
266 Rowell Street  
Marietta, Georgia 30060**

**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 6 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 Proposal  
Radio Frequency Identification (RFID) System  
Cobb County Public Library System  
Sealed Bid #17-6208**

**Introduction**

The Cobb County Public Library System (“County” or “Library”) is soliciting proposals from qualified vendors (“Vendor” or “Proposer”) for the purchase and installation of a Radio Frequency Identification (RFID) system including hardware, software, maintenance and support services. The RFID system shall provide for self-check, collection management, automated materials handling equipment, and materials security.

The goals for transition to an RFID system include:

- Increase customer self-service opportunities and experience
- Decrease staff time spent on routine tasks
- Allow staff more time to focus on customers
- Improve circulation efficiency and shelving accuracy
- Improve turnaround for materials handling

Proposals shall be received before **12:00 noon on November 17, 2016** at the Cobb County Purchasing Department, 122 Waddell Street, Marietta, GA 30060. Late bids will not be accepted.

Please submit an original and 6 copies of your proposal.

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@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**The deadline for questions to be submitted is 5:00 PM on November 8, 2016.**

**A pre-proposal meeting will be held on November 1, 2016 at 2:00 PM at Switzer Library, 266 Roswell Street Marietta, GA 30060. Attendance is not mandatory but is strongly encouraged.**

## **Background**

The Cobb County Public Library System has sixteen public service locations listed below (with square footage). The Technical Services and Automation departments are separate units housed within the Switzer Library.

- Switzer Library (Main) – 64,000 SF
- Acworth Library – 2,916 SF
- East Cobb Library – 16,800 SF
- East Marietta Library – 20,000 SF\*
- Gritters Library – 7,500 SF
- Kemp Memorial Library – 6, 143 SF
- Kennesaw Library – 5,099 SF
- Lewis A. Ray Library – 2, 916 SF
- Mountain View Regional Library – 20,000 SF
- Powder Springs Library – 10,000 SF
- Sibley Library – 2, 916 SF
- South Cobb Regional Library – 20,000 SF
- Stratton Library – 7,500 SF
- Sweetwater Library – 5, 200 SF
- Vinings Library – 8, 567 SF
- West Cobb Regional Library – 20,000 SF

\*estimated square footage of new facility

The Library has 254 employees including 128 full-time positions serving a population of 750,000 with over 300,000 registered users. The Library has approximately 795,000 items. Patrons visit the library facilities almost 2 million times annually and the annual circulation exceeds 3 million. The circulating collection consists of books, DVDs, books on CD, playaways, music CDs, magazines, and downloadable materials.

The current Integrated Library System (ILS) is SirsiDynix Symphony version 3.5.0.

## **General Requirements**

The RFID purchased by the County shall include all hardware, software, shipping, installation, training, project management, and ongoing maintenance and enhancements needed by the Library for a fully functional system. The Library plans to use some existing PC and LAN (local area network) equipment. Therefore, the proposed system must include minimum specifications for these elements that may be required in conjunction with the operation of the system.

Project implementation shall begin within 90 days of contract execution with all required signatures. Phases for the project will be negotiated at that time.

Proposer must include documentation (e.g. descriptions, colored photographs and illustrations) that details the use and function of the following components:

- Proven real-time integration with our ILS SirsiDynix Symphony version 3.5.0
- Conversion from barcode to RFID tag regardless of media format
- RFID tagging of a newly acquired item regardless of format
- Staff check out
- Staff check in (preferably the same as the check-out stations)
- Patron self-check out
- Patron self-check in
- Fine and fee payments credited to customer accounts using both cash and credit/debit card payment options
- Dual and single aisle security gates
- Portable reader for inventory and other purposes
- Ability to compile statistics and output them to a comma separated file or to Microsoft Office software

The proposed system must be configured to accommodate current and future database sizes and transaction loads. Current levels are as follows:

Bibliographic Records	235,000
Items (copies, volumes)	795,000
Patron Records	318,000
Annual Circulation	3,026,197
Simultaneous Staff Users	250

All equipment must be UL approved for adequate fire and safety compliance. Compliance must be for complete units (i.e. self-check systems, detection units, conversion stations, etc.) in a system, and not for individual electrical components or pieces. Bidders shall provide documentation and certification listing numbers of UL approval. The UL marks shall be displayed on the serial plate of the System.

All equipment must be FCC Compliant.

System must be in compliance with ADA guidelines for wheelchair clearance and for reach range standards.

Detection and security corridors must be in compliance with relevant ADA requirements.

All products must comply with internationally recognized standards for RFID-based library self-service systems

If customized code is required, the source code must be fully documented and provided to the Library in addition to being kept by the Vendor.

Vendor shall install the system as specified in the section of the RFP titled Installation Requirements.

All guarantees and warranties must be stated in writing and submitted as part of the proposal. The Vendor shall warrant that the system will meet the reliability and performance requirements specified in the section of the RFP titled Warranty and Service Requirements and will continue to do so as long as the system remains under vendor maintenance.

## **Evaluation Criteria**

Each proposal will be evaluated on the basis of information presented in the proposal package and on an analysis of any other available information provided. 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.

The criteria outlined below, and described further hereinafter, will be used to evaluate the proposals. Criteria are listed in no particular weighted order.

**Experience/Performance** – Review of past performance on projects of similar nature and complexity as the proposed project, and overall responsiveness to County's needs.

**References** – Evaluation of client references whether included in the proposal response or not

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

**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.

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

## **Proposal Content/Format**

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided. The proposal shall consist of the following sections. Responses for each of the proposal requirements listed below must be clearly stated. Any additional relevant information may be placed in appendices.

Vendors may include anything unique in their proposed solution which added value to the products/services provided to Cobb County Government. The cost of this added value must be clearly explained and justified in the proposal.

### **Section 1: Company Overview**

This section shall contain information on the company's background, to include the following. Please include the same information for any proposed partners.

1. Company name
2. Address
3. Telephone number
4. Website
5. Year company was established
6. Name(s) of owners and/or principle officers
7. Number of employees (denote full time and part time)
8. Primary Representative for project (including name, title, address, current telephone number and email address)
9. Details on any reorganizations, acquisitions or mergers involving your company within the last three (3) years including any current or planned sales or expansions of your company.

### **Section 2: Company Experience**

This section shall contain information on the company's experience, to include the following:

1. Years in library automation field
2. Years supporting proposed RFID system
3. Percentage breakdown of staff among sales, research and development, support, and other vendor functions
4. Location and number of support personnel who will be accessible to the County.
5. Describe your position in the RFID marketplace.
6. Describe your company's commitment to product development in the last three (3) years.
7. How long has the proposed system been actively marketed?
8. How does your company actively participate in the development and use of industry standards?

Include a summary of at least three (3) comparable projects using the proposed system successfully with the SirsiDynix Symphony platform, preferably similar in scope and size to Cobb County, to illustrate the proposer's specialized expertise, demonstrated experience, applicable qualifications, and available resources. Include the following information for each project:

1. Client
2. Client Contact Name
3. Title
4. Current telephone number of the client contact
5. Contact Email address
6. Location
7. Project name, description, narrative of services performed, dates and duration of project work, and status.
8. Specialized expertise and/or resources applied during project, with concise explanations of their value and relevance to this project.

### **Section 3: System Details**

This section shall contain information on the proposed system, to include the following:

1. Name and description of system.
2. Provide dates and general content of the last two (2) general releases or major upgrades of system.
3. Number of customers currently running fully developed production versions (not experimental or test versions) of system.
4. Documentation and certification showing UL approval numbers as specified in General Requirements.
5. Describe any user groups or user community resources available for the system.

### **Section 4: Financial Statements**

This section shall contain a copy of the three most recent financial statements for the proposer and any proposed partners. Financial statements shall include an income statement and a balance sheet. If financial statements are lengthy, they may be included on a flash drive or disc.

### **Section 5: Litigation History**

This section shall contain the proposer's 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).

## Section 6: Cost Proposal

This section shall include the Cost Proposal Form. No alterations or changes shall be made to the Cost Proposal Form. All costs shall include shipping, inside delivery, installation, maintenance, training and any other fees necessary for completion of the Project. No additional fees or surcharges will be allowed. If additional pages are necessary to detail cost breakdown or explain fees, please include in this section and label accordingly.

## Section 7: Technical Requirements and Implementation

Complete the tables provided below to indicate compliance with system requirements.

Answer each requirement using one of the following letters (Y, D, P, N) in the Response column.

**Y (YES)** - All features, functions, products, or services listed in an individual requirement are available as requested and are fully operational using the version proposed at one or more Library sites.

**D (IN DEVELOPMENT)** - Feature, function, product, or service is under active development and operating in a test environment.

**P (PLANNED)** - Feature, function, product, or service is planned. No development has begun.

**N (NOT AVAILABLE)** - Feature, function, product, or service is not available nor is it in development or planned.

For features, functions, products or services labeled **P** (planned) or **D** (in development), provide the following information on additional pages, labeled accordingly.

- a) Indicate the date after which the feature will be available in general release and operational in the system.
- b) Indicate whether the Library will incur any added cost for the feature once it becomes available, either as a direct cost of the feature, or because the feature will require replacement of or an addition to hardware or software originally proposed for initial installation.

For features, functions, products or services labeled **N** (not available), provide the following information on additional pages, labeled accordingly.

- a) Explain how the requirement might otherwise be met using alternative features, functions, products, or services available from the Vendor.
- b) Indicate availability dates for any such alternative.
- c) Indicate any added costs to the Library, either direct or indirect.

## Technical Requirements

### Overall System

### Response

All system components shall be UL, CE, and FCC Part 15-Certified; SIP2, TCP/IP Ethernet 10/100/1000, 802.11b,g,n (wireless) compliant.	
The system and all of its components shall be entirely compatible with, and in no manner interfere with, the integrated library system, its computer clients, or other components.	
The system shall provide application-specific software to incorporate all hardware (detection systems, staff station readers, cataloging stations, patron self-check stations, and portable inventory reader), the circulation RFID tags and any other RFID-related hardware into the system.	
The system shall interface with the Library's existing automated library system using the SIP/SIP2 protocol.	
The system shall connect through the Library's Ethernet network via an RJ-45 connector and/or secured wireless network.	
The system shall be fully compliant with ISO 28560-2 per NISO RP-6-2012 which specifies ISO 18000-3 Mode 1 RFID tags. System must support inclusion of both mandatory and optional commands, and all tags and devices writing to the tags must conform to ISO 28560-2.	
Vendor shall work with the integrated library system vendor to resolve any RFID-ILS functionality problem.	
All credit/debit services must be compliant with PCI DSS v3.0 and capable of accepting EMV chip/PIN credit/debit cards. Provide documentation supporting system's ability to comply.	

### Self-Check Machines

The system's RFID self-check units shall read item-specific identification numbers, communicate to the host circulation system to update the Library's inventory, and turn the security bit on or off.	
Provide selectable self-checkout or self-check-in software feature.	
Self-checkout de-activates and self-check-in re-activates the security device on the material.	
The system shall use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read when tagged items are stacked up to eight inches high.	
Capable of simultaneously reading RFID tags placed in various locations on the material, including inside or outside, top or bottom of front or back cover, or inside the top or bottom of the front or back fly page, or inside media packaging container.	
Reads bar-coded patron cards currently in use by the Library.	
Uses touch screen monitors that display instructions for use.	
Screen display and screen instructions are customizable.	
Capable of incorporating current DVD locking system: Demco One-Time locking system.	
Displays customizable ILS information relating to the patron or item status.	
Provides visual and audible feedback during the transaction.	
Self-check stations shall be fully ADA compliant.	

Without compromising patron privacy, displays selected information from patron record, such as (but not limited to) number and list of items checked out, number and list of items on hold, or outstanding fine information.	
Offers multiple language options, with the ability of the library to select up to four to be used on the self-checkout/check-in system.	
Offers check out transaction receipt options of e-mail, printed paper receipt, or no receipt.	
Customizable printed check out transaction receipts (to incorporate library identification, hours, messages, etc.)	
Receipts shall be customizable to include a variety of information from the patron record including holds, a list of all checkouts with due dates, and bills.	
Perform off-line transactions and maintain records of all barcodes and RFID tags transacted when the ILS is off-line, then uploads those transactions when the ILS is back online.	
Turns the RFID security feature on or off to allow secure library operation during offline situations.	
Provides online accessible performance statistics. Data shall include, but not be limited to, number of transactions, type of transaction, day of the week, hour of the day, and number of successful and unsuccessful transactions.	
Offers web-based remote monitoring and diagnostics, including instant e-mail notification, monitoring of check-in and check-out rates, web-based troubleshooting, and the ability to obtain statistics for each machine from any location.	
Provides at least 90% first-time user success for library patrons. Provide actual rate: _____	

### Staff Workstations

Uses a thin RFID reader pad that installs easily.	
Compatible with Library's standard circulation desk computers, barcode scanners, and receipt printers.	
System hardware shall be attractive and contemporary and include components that can be integrated into existing library furniture.	
Equipment mounts in, on, or under the work surface of a circulation station.	
Has an RFID read range of 8 inches minimum.	
Displays information contained on the RFID tag.	
System can be used for charge and discharge of library materials.	
Uses an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.	
Simultaneously processes multiple RFID-tagged items for check-in/out.	
Provides a displayed count of the number of items processed simultaneously to ensure complete check-in/out transaction processing.	
Allows operator to read, program, or reprogram RFID tags.	
Allows configuration of item identifier parameters to automatically prevent programming of partially scanned or incorrectly scanned barcodes.	
The system must support efficient staff processing of material including charging, discharging of items with holds or transiting to another branch.	

The system must support efficient staff processing of material including floating items that will transfer ownership to current branch.	
Customizable printed check-out transaction receipts (to incorporate library identification, hours, messages, etc.)	
Receipts shall be customizable to include a variety of information from patron record including holds to a list of checkouts with due dates and any fines incurred.	

**Detection System**

Has a read range of at least eighteen inches (18”) in either direction of each gate.	
Uses 13.56 MHz ISO 15693-3/ISO 18000-3 mode 1 RFID technology.	
Is shielded from external interference from light fixtures, elevator motors, etc.	
Issues visible and audible warnings.	
Tags with theft or security bits that are “on” immediately trigger an alarm.	
Provides item security even when the Library’s ILS host system or network is off-line or not functioning.	
Self-diagnostics insure that the system is operating correctly.	
Multiple install options, to include: i. Direct mount w/ ADA compatible threshold plate. ii. Base plate, only minor floor modification (e.g. drilling -required for installation). iii. Buried cables (recessed conduit under finished floor). iv. The dual aisle exit detection systems create an opening of at least 36”.	
The system gate software must provide comprehensive reporting tools. Provide description of reporting tools available.	
Uses ISO 15693-3 Standard	
The detection system must include a patron counter which can be reset by library staff.	
The system must accurately identify items that have not been checked out with 99% detection accuracy (including a combination of 25 books, CDs, DVDs, and periodicals) and no more than 1 per 1000 false alarms.	

**RFID Tags**

Tag must be guaranteed for the life of the item on which it is originally affixed. The vendor must also show the data of the accelerated age testing of the tags and read range as well as methodology for testing, upon request.	
Tags provided are 13.56 MHz.	
Tags offer the option of opaque black flood coat to hide antenna.	
RFID tags have an operating range of -25°C to 70°C (-13°F to 158°F).	
Tags have a range of memory options from 256 to 2048 bits that can be used simultaneously in the library.	
Vendor offers tags in all of the following formats: blank tag; generic library tag; and library-customized tag.	
All data on the re-writable RFID tag, including the item identifier field, is fully rewriteable.	
Tags provide both security and inventory control functionality.	

AFI security status is stored directly on the tag and triggers an immediate alarm if an item not charged is read by the detection system.	
Tag uses an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.	
Tag is adhesive-backed and one piece (tag and label integrated into one piece) to adhere to library materials without addition of an adhesive cover label.	
Tag uses a low acid, or neutral pH, adhesive.	
Tag is easily applied in one step, with no need for mouse clicks, keyboard input, or touch screen entries for most item conversion.	
Tag is available in format for both book and non-book materials.	
Capability for RFID system to work with an alternate type of RFID tag on DVDs and CD-ROM rather than recommended type	
The system shall be fully compliant with ISO 18000-3 Mode 1 and include both mandatory and optional commands specified in ISO 15693-3.	

**Portable Handheld Reader**

Vendor shall offer a portable handheld reader, along with any accessories, that is cordless and of a one-piece design to be held in one hand.	
The portable handheld reader shall feature a color touch screen display and use a removable memory card.	
The total weight of the portable handheld reader shall be less than 28 ounces, including battery, RFID reader, antenna, display and computing unit, and any other components that must be carried by the user.	
The portable handheld reader shall be ergonomic in design to aid the user in reading shelves at all heights and shall be easy to use and relatively non-stressful to wrist, arm, shoulder and elbow.	
The portable handheld reader battery life shall allow the user to work for at least four (4) hours before charging or changing batteries.	
The portable handheld reader shall have built-in diagnostics for troubleshooting.	
The portable handheld reader shall use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.	
The portable handheld reader shall have the memory capacity to store at least 50,000 items from the Library's automation system.	
Reads multi-line, fixed-length field, or delimited-field records from an electronic file containing shelf or search lists and creates a portable database for use in the field.	
Accommodates data collection simultaneously with other functions including shelf reading, inventory, identifying items on search lists, and identifying items with incorrect security.	
The handheld reader directs the user to items on "pull" lists and provides a method to track which items have been found and which have not been found.	
Collects and stores identifiers of items scanned, and stores those items in user-defined categories for upload. Categories may include missing items, claims returned, on hold, lost and paid, to be weeded, order checking, etc.	
Performs a finding function that allows a user to enter search criteria directly into the device then search for items which meet that criteria	

Performs shelf order checking to locate items that are out of place on the shelves.	
Reader is sensitive enough to locate items that are out of place by as little as five (5) inches.	
Performs secure status checking to allow a user to identify individual items which have not been properly checked out and have caused an alarm of the detection system.	
Performs secure status checking to allow the user to scan items on library carts or shelves to identify individual items which have not been properly checked in, before re-shelving.	
Allows display of the title of item on the device.	
Processes results of data collection sessions or pull sessions, reading these results from the memory card and creating PC files containing lists of collected data, lists of items pulled, and lists of items not pulled.	
Uploads barcodes to the Library's circulation system in various text file formats that can be customized to match the circulation system requirements.	
Portable handheld reader has both audible tone and visible indicators to verify item has been identified. The audible tones shall be adjustable by the user.	

**Conversion Station**

Conversion station shall include a touch-sensitive screen and an optical barcode reader.	
Is contained on a compact cart with wheels, for easy conversion in the narrow library aisles.	
Functions in standalone mode, not requiring an interface with the integrated library system.	
Support a fast conversion process - operators can quickly reach a conversion rate of at least 240 items per hour.	
Reads barcodes placed in various locations and orientations.	
Allows configuration of item identifier parameters to automatically prevent programming of partially scanned or incorrectly scanned barcodes.	
Converts items from a list (when an optical barcode is unavailable or unreliable).	
Works with a weed list (a list of items to be removed from the Library), to automatically alert staff to weed an item upon scanning the barcode, rather than applying an RFID tag.	
Ability to be reconfigured into a staff workstation	

**Fine and Fee Payment**

Payment station shall offer options of paying fines and fees with cash or with a credit/debit card.	
All credit/debit services must be compliant with PCI DSS v3.0 and capable of accepting EMV chip/PIN credit/debit cards. Provide documentation supporting system's ability to comply.	
For credit/debit card use, system writes a transaction log.	
Cash acceptor/dispenser is integrated into the payment station.	
Cash acceptor/dispenser is stand alone.	

Cash acceptor/dispenser has a separate application allowing coins to be easily loaded. The application shall track the amount collected since the machine was last serviced.	
Will payment system work with Comprise SAM Print Management Version 10 to accept payment for printing?	
Credit card vendor system must include online payment both internally and externally.	
Payments are automatically credited to patron ILS accounts.	
Fines and fee system provides alerts to staff when they require attention (e.g. replace receipt paper roll, paper jam). Provide description of alerts available with system and how notification is given.	

**Implementation**

**Training**

Vendor shall provide and conduct all training on site at the designated library facility.	
Vendor shall provide user manuals and any other materials typically distributed during training. Operation manuals shall be provided with the equipment.	
Vendor shall provide manuals in electronic format for unlimited distribution within the Library, at no extra cost.	
Vendor sales staff and technical support staff shall provide assistance during installation planning, the installation phase and immediately following installation	
Introductory operator/user/staff training shall be provided at no charge.	
Vendor shall provide additional staff training at the request of the County. Describe options and pricing for additional staff training periods and topics.	

**Installation Requirements**

Vendor shall work with Library staff to plan an installation schedule that minimizes disruption to normal operations. The Library anticipates starting the retrospective conversion-tagging project in December 2016 but the date is negotiable.	
Vendor shall provide recommendations for placement of hardware to accommodate network infrastructure, power and ventilation requirements, building restrictions, etc., and to maximize workflow, staffing and patron convenience issues.	

**Warranty and Service Requirements**

RFID tags shall be guaranteed effective for the life of the item to which they are originally affixed and, if found to be defective, shall be replaced at no cost to the Library.	
Vendor shall provide an all-inclusive 12-month warranty on equipment, software, and components and offer a maintenance/service contract thereafter. All proposed maintenance/service contracts shall be subject to negotiation by the Library.	

Vendor shall offer a 12-month 100% money-back performance guarantee on all equipment purchased and covered by 12-month warranty or service agreement.	
Software warranty shall include software patches and service pack releases to be supplied at no additional charge.	
Service technicians shall be fully trained, factory authorized and certified by the manufacturer to perform service.	
Vendor shall have fully factory-trained technicians stationed throughout the country for onsite hardware support and service.	
Technicians shall be dispatched from a central call center.	
Ability to place service requests on a 24-hour basis using a toll free number.	
Technical software phone support shall be provided via a toll free number.	
Service technicians shall be equipped with parts normally required to service equipment in an effort to reduce downtime.	
Service agreements, to extend the warranty period on parts and labor, shall be available for periods of 12, 24, and 36 months.	
The Service Agreement shall be renewable on an annual basis.	
The Service Agreement shall include remote maintenance for expert technical consultation and software support.	
Warranty and service requirements shall apply to both standard and optional system components.	

**Support & Maintenance**

For the first 12 months after implementation, Vendor guarantees unlimited support for the system at no additional charge.	
Vendor shall have technical support available. Describe the support mechanism for technical questions and the expected turnaround time for questions submitted to technical support vial email.	
Vendor shall have live telephone and chat support available. List days/hours (EST) available for live telephone and chat support.	
Vendor shall have structure in place to fix problems and distribute/implement patches. Provide details on this structure.	
Product upgrades shall be included as part of the annual maintenance fee.	

**Trouble Resolution**

Vendor shall have documented trouble-reporting procedures outlining guaranteed response times and escalation procedures.	
Any problem remaining open for more than one (1) business day shall be addressed in writing, with an expected resolution and/or delivery date explicitly outlined.	
Vendor shall have documented procedures for dealing with emergencies, such as system failures and disaster recoveries. Describe these procedures and detail any associated costs not included in maintenance and support.	

## Testing & Acceptance

Post-implementation acceptance tests shall be performed following implementation.	
Vendor shall agree that all performance tests will be conducted with representatives of the Library and that the availability and performance of each feature will be measured while the maximum number of concurrent licensed users are active.	
Vendor shall agree the system must perform at 99% uptime during business hours for the first 30 days.	
The post-implementation tests shall include the following three components: i. A review to determine that all specified features are present. ii. A measurement of response times. iii. A measurement of reliability over a period of 30 consecutive days following the vendor's written certification that the system is fully installed and operational for each stage of the project.	
Vendor shall agree that the Library reserves the right to invalidate the contract if post-implementation acceptance criteria are not met. The vendor must be prepared to return all payments made in this circumstance.	

## **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 November 8, 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, not 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 six (6) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

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

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

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

## **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 ninety (90) 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 on Page 4.**

**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-9s 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: \_\_\_\_\_

**Cost Proposal Form**  
**Radio Frequency Identification (RFID) System**  
**Sealed Bid #17-6208**

Provide cost as detailed below. Include descriptions/explanations where noted. The Cost Proposal Form shall not be altered or changed. If additional information is necessary, provide additional pages. A Proposer-supplied quote sheet will not be accepted as a substitute for the Cost Proposal Form but may be submitted as additional information.

<b>Product</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
RFID Tags for print materials	725,000		
RFID Tags for CD/DVDs	70,000		
Conversion Station (lease)			
Conversion Station (purchase)			
RFID System Software with 1 <sup>st</sup> Year License			
Self-Check System	31		
Kiosk	14		
Table Top	17		
Desk Top Component (for existing furniture)			
Payment Station (if not included above)			
Staff Workstations (adding RFID pad to existing workstation)	70		
Handheld Inventory Tool	4		
Security Gate Single Aisle (direct mount)	11		
Security Gate Dual Aisle (direct mount)	14		
Security Gate Dual Aisle (buried cable)			
Security Gate Software (if not included)			
Retrospective RFID Collection Tagging (optional)			
AMH (see Attachment A for configuration)			
Other (specify below)			
<b>Grand Total - Hardware and Software</b>			

<b>Maintenance and License Renewals (Year 1 for each line below shall be included in initial purchase)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Maintenance/Support			
RFID Software License Renewal			

**Cost Proposal Form**  
**Radio Frequency Identification (RFID) System**  
**Sealed Bid #17-6208**

<b>Training</b> <b>(Describe services offered below and</b> <b>provide cost for each.)</b>	<b>Unit of Measure</b> <b>(each, day,</b> <b>hr, etc.)</b>	<b>Unit Cost</b>	<b>Extended Cost</b>

<b>Shipping and Installation</b>			<b>Extended Cost</b>
Shipping			
Installation			

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

**Attachment A**  
**Library Equipment List**  
**Converting ILS Workstations to RFID**

Library	Staff Workstation	Self-Checkout Workstation	Kiosk	Security Gates	AMH	Shelf-Management	Others
Acworth	2	1	0	3 single			
East Cobb	5	0	2	1 dual aisle	Future 5 bins; no external		
East Marietta	4	0	2	1 dual aisle	5 bins, 2 external, 1 internal		
Gritters	3	2	0	1 dual aisle			
Kemp	3	2	0	2 single aisle			
Kennesaw	3	2	0	1 dual aisle	Future 5 bins.		
Lewis A. Ray	2	1	0	1 single, 1 dual aisle			
Mountain View	5	0	3	1 dual aisle	Future 5-7 bins; no external	1	
Powder Springs	3	2	0	1 dual aisle			
Sibley	2	1	0	2 single,			
South Cobb	5	0	2	2 dual aisle	Future 5 bins	1	
Stratton	3	2	0	1 single aisle			
Sweetwater	2	1	0	1 dual aisle			
Switzer	18	0	3	1 quad aisle	17 bins internal only; 7 bins 1 external	1	
Vinings	4	3	0	1 single, 1 dual aisle			
West Cobb	5	0	2	1 dual aisle		1	

**Attachment A**  
**Library Equipment List**  
**Converting ILS Workstations to RFID**

<b>Library</b>	<b>Staff Workstation</b>	<b>Self-Checkout Workstation</b>	<b>Kiosk</b>	<b>Security Gates</b>	<b>AMH</b>	<b>Shelf-Management</b>	<b>Others</b>
Windy Hill	1	0	0	1 single			
<b>Total:</b>	70	17	14		3	4	