



## COBB COUNTY DEPARTMENT OF TRANSPORTATION

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1890 County Services Parkway  
Marietta, Georgia 30008-4014  
(770) 528-1600 • Fax: (770) 528-1601

### REQUEST FOR QUALIFICATIONS

**Date:** July 16, 2021

**To:** Qualified Engineering Consulting Firms

**Re:** Request for Qualifications for Engineering Consulting Services  
Cumberland Multimodal Segment C  
Cobb County Project No. TR519  
GDOT P.I. No. 0017806

The Cobb County Department of Transportation is requesting non-cost technical proposals for Engineering Consulting Services for the above referenced projects.

Selection Process 1, Competitive Negotiations, as defined in the Cobb County *Policy for the Procurement of Professional Services*, will be used to select the highest qualified consultant submitting a proposal for this project. A copy of the Procurement Policy can be found on the Cobb County Department of Transportation website (<https://www.cobbcounty.org/transportation/policies-permitting/procurement-bidding>).

The project consists of funding by Federal and local sources. Accordingly, the successful firm will be required to comply with all applicable Federal, State, and County rules and regulations. The funding sources **REQUIRE** this project to conform to the Georgia Department of Transportation's (GDOT) Plan Development Review Process.

**All engineering services shall be in accordance with all applicable guidelines of the American Association of State Highway and Transportation Officials, GDOT Standard Specifications for the Construction of Transportation Systems, Project Schedules, Plan Development Review Process, and Plan Presentation Guidelines, Cobb County Department of Transportation Pre-Construction Process and Procedures Manual, and all other applicable Cobb County Department of Transportation guidelines.**

**All project deliverables must be submitted to Cobb County Department of Transportation for review and approval. Cobb County Department of Transportation will coordinate all submittals to the Georgia Department of Transportation.**

#### **PREQUALIFICATION CRITERIA**

**All Consultants, including subconsultants, are to be pre-qualified with Georgia Department of Transportation in the appropriate area classes. Prequalification with GDOT is required as prequalification with Cobb County, and no additional submission is necessary. Additionally, Cobb County prequalification will be required prior to contract award but not prior to proposal submittal.**

Prime Consultant - Area Class Required:

3.02 Two – Lane or Multi-lane Urban Roadway Design

Prime Consultant and/or Subconsultants - Area Class Required:

1.06(a) NEPA Documentation  
1.06(b) History  
1.06(c) Air Quality Studies  
1.06(e) Ecology  
1.06(d) Noise  
1.06(f) Archeology  
3.08 Landscape Architecture Design  
3.13 Bicycles and Pedestrians Facility Design  
3.15 Highway Lighting  
4.01a Minor Bridge Design  
5.01 Land Surveying  
5.02 Engineering Surveying  
6.01(a) Soil Survey Studies  
6.02 Bridge Foundation Studies  
9.01 Erosion Sedimentation and Pollution Control Plan

**PROJECT COMMUNICATION RESTRICTION**

Consultants shall not communicate or request information about this project with any Cobb County employee staff members or Board of Commissioners members except during the written question/comment period, or as provided by any existing consultant agreement/s. This restriction is in effect beginning from the advertisement date until the project is awarded by the Board of Commissioners.

**PROJECT LIMITS AND OVERVIEW**

The Cumberland Multimodal Corridor is a three-mile multimodal path designed for walking, biking and an autonomous circulator connecting major employment, cultural, and entertainment destinations in the core of the Cumberland Community Improvement District (see attached Cumberland Multi-Modal Path Fact Sheet for more details). The Corridor enhances connectivity and magnifies the impacts of private investments in and near the public realm by connecting destinations and public spaces for area employees, visitors, and residents.

Segment C of the Corridor consists of a 14-foot minimum multimodal path along Galleria Drive that begins at the intersection of Akers Mill Road and Galleria Drive and extend west to the existing pedestrian bridge across I-285. The segment will terminate with a vertical connection to the pedestrian bridge.

Consultants are encouraged to include value-added benefits into their approach for this proposal including but not limited to measures resulting in cost savings, reduction in right-of-way impacts, avoidance of utility impacts, and designs to reduce long term maintenance.

## **PRE-PROPOSAL CONFERENCE**

A non-mandatory Pre-Proposal Conference will be held virtually via WebEx at 10:00 a.m. on July 26, 2021. Registration is not required. Please join the meeting at <https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m856f305fb9a89dab48b18dfaa356cd9e>.

## **GENERAL SCOPE OF SERVICE**

Engineering Consulting Services shall be furnished in accordance with the Cobb County Department of Transportation's Consultant Services Agreement, the current Pre-Construction Process and Procedures Manual (located at <https://www.cobbcounty.org/transportation/policies-permitting/design>), and the Cobb County Water System's Water and Sewer Specifications.

Services sought by this Request for Qualifications shall include the following:

- A. Survey Database
- B. Concept
- C. Preliminary Design/Plans
- D. Right of Way Design/Plans,
- E. Final Design/Plans
- F. Environmental Document

The proposer will be responsible for preparing utility plans. However, Cobb County DOT Utility Coordinator will be responsible for utility coordination/submittals, relocation agreements, and encroachment agreements. Water and sewer work on this project will be coordinated with the Cobb County Water System. Cobb County Water System will be responsible for all design work to their facilities. The consultant will be responsible for incorporating the water and sewer plans into the final construction plan set, and the appropriate pay items and quantities into the detailed estimate and bid documents. The ability to perform water and sewer work is **not** considered in the proposal evaluation process.

Cobb County Department of Transportation will make available the County Geographic Information System (GIS) data specific to this project for use in developing the concept and design to the successful proposer after the contract for this project is awarded. Firms desiring to use Cobb County aerial photography in the preparation of their proposals can view and/or print copies of the photography from the online GIS website at <https://www.cobbcounty.org/gis>, or can purchase the data from the Cobb County GIS Core Group.

## **PROPOSAL FORMAT / SUBMITTING PROCEDURES**

If your firm is interested in submitting a non-cost technical proposal for this project, please provide **eight (8) copies (1 original and 7 copies are acceptable) and 1 electronic copy (on a thumb or flash drive)** of the technical proposal as indicated below. **The technical proposal shall cover the following and be formatted in the listed order: 1) Staffing, 2) Experience and Performance, 3) Approach, 4) Availability, and 5) Financial Stability.** Additionally, all addendum acknowledgement forms are to be signed and included in the proposal. See the "Evaluation Criteria" section of this RFP for information to be included for each of these criteria areas.

The technical proposal shall be limited to twenty (20) pages. **Proposals submitted in excess of twenty (20) pages will not be reviewed.** The following items will be considered part of the twenty (20) page limit: cover letter, resumes, promotional information, drawings or illustrations (i.e. typical sections), maps, reference letters, proposed concepts, pictures, project information sheets, and litigation history. Litigation History is only required for the Prime Firm. An 11" x 17" page folded to 8-1/2" x 11" will count as one page up to a maximum of five (5) 11" x 17" pages per proposal.

The following items **DO NOT** count toward the twenty (20) page limit: proposal cover, addendum, table of contents, dividers, financial stability information, consultant affidavit and agreements, subconsultant affidavit and agreements, immigration compliance certifications, Certification Form, and GDOT Pre-Qualification Notification (if included but not required).

The technical proposals shall be sealed in an envelope or box with your firm's name and "**CUMBERLAND MULTIMODAL SEGMENT C, PROJECT NO. TR519 (GDOT P.I. NO. 0017806)**" clearly marked on the front.

**Pre-Proposal Conference**                      **July 26, 2021 at 10:00 a.m. (Virtual Meeting)**  
**(non-mandatory)**

**Deadline for Written Questions**      **August 6, 2021, 5:00 p.m.**  
Email: [Purchasing@cobbcounty.org](mailto:Purchasing@cobbcounty.org)

**Proposal Submittal**                      **August 12, 2021, 12:00 Noon**  
Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060

**Proposal Opening**                      **August 12, 2021, 2:00 p.m.**  
Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060

**Proposals submitted after the 12:00 Noon deadline shall be considered non-responsive and will not be opened. DO NOT DELIVER PROPOSALS TO THE COBB COUNTY DEPARTMENT OF TRANSPORTATION OFFICE.**

### **EVALUATION CRITERIA**

The technical proposals will be evaluated and ranked, with the three top-ranked proposals presented to the Board of Commissioners for approval for the Cobb County Department of Transportation to negotiate the final scope of services and fee with the Consultant submitting the top-ranked proposal. The evaluation of the technical proposals shall include the following criteria:

1. Staffing – Evaluation of the list of personnel specifically assigned (prime and subconsultants) to the proposed project, including their qualifications, overall experience and recent experience on projects of similar scope and complexity to the proposed project. **(25 points)**
2. Experience/Performance – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years, including for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims; whether the case is pending or

resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict); overall responsiveness to County's needs. **(25 points)**

3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. **(35 points)**
4. Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; proposed project schedule; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County. **(10 points)**
5. Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with the 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. Finance will notify the selection committee of points to be awarded to the top proposers. **(5 points)**

The Proposer is to submit the following ratios (accompanied by a letter from a CPA verifying review of financial ratios), which will be used to rank Financial Stability:

<b>Financial Evaluation of Bidder</b>			
<b>Liquidity Ratios</b>			
Current Ratio			Current Assets/ Current Liabilities
Cash Ratio		1	Cash and Cash Equivalents / Current Liabilities
<b>Financial Leverage Ratios</b>			
Debt Ratio			Long Term Debt / Total Assets
Debt to Equity Ratio		2	Long Term Debt / Total Equity
<b>Profitability Ratios</b>			
Return on Assets			Net Income / Total Assets
Return on Equity		1	Net Income / Total Equity
<b>Audited or Reviewed</b>		1	
<b>Total Points</b>		<b>5</b>	

If the Proposer provides a performance bond, the five (5) points associated with Financial Stability will automatically be awarded.

All documents will be available for public inspection after the contract has been awarded. Vendors may submit their financials in a separate envelope, marked as confidential/proprietary, and accompanied by a signed affidavit to protect from public disclosure.

## **GENERAL TERMS**

The successful proposer shall be required to sign as part of the terms and conditions of their being engaged by the County the following statements regarding Conflict of Interest, Contingency Fees, and Certification of Subcontractors:

- A. **CONFLICT OF INTEREST** -The Consultant certifies that, to the best of the Consultant's knowledge, no circumstances exist which will cause a Conflict of Interest in performing the services required by this contract, that no employee of the County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of the Consultant or his Subcontractor(s), and that no person associated with the Consultant or the Consultant's Subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should the Consultant become aware of any circumstances which may cause a Conflict of Interest during the term of this contract, the Consultant shall immediately notify the County. If the County determines that a Conflict of Interest exists, the County may require that the Consultant take action to remedy the Conflict of Interest or terminate the agreement without liability. The County shall have the right to recover any fees paid for services rendered by the Consultant which were performed while a Conflict of Interest existed if the Consultant had knowledge of the Conflict of Interest and did not notify the County within one (1) week of becoming aware of the existence of the Conflict of Interest.

- B. **PROHIBITION AGAINST CONTINGENT FEES** – The Consultant warrants that the Consultant nor the Consultant's Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the consultant or Subcontractor(s) to solicit or secure this Agreement and that the Consultant nor the Consultant's Subcontractor(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 Consultant or the Consultant's Subcontractor(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 the 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.
- C. **CERTIFICATION OF SUBCONTRACTORS.** The Consultant shall require each of the Consultant's Subcontractor(s) to sign a statement certifying to and agreeing to comply with the terms and conditions of A. and B. above. Such signed statements shall be on forms provided by the County. The Consultant shall return such executed forms to the County and they shall be incorporated in and become a part of the Agreement. No compensation shall be payable to the Consultant until executed certifications are received by the County for all of the Consultant's Subcontractors.

The Cobb County, Georgia, Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, disability, or age in consideration for an award.

The Consultant and their subcontractor(s) are required to be in compliance with the "*Georgia Security and Immigration Compliance Act*." The Consultants must execute and submit *Evidence of Compliance, Contractor Affidavit and Agreement, Subcontractor Affidavit and Agreement*, if applicable, and *Immigration and Compliance Certification* forms (attached) as part of their proposal.

Disadvantaged Business Enterprises (DBE) Participation is strongly encouraged. While the contract will not be held to a specific goal, all firms responding are strongly encouraged to consider the use of DBE in all aspects of the contract. Consultants must submit a DBE participation report to the County prior to beginning work on a project and a final DBE report must be submitted at the end of a project. Monthly DBE reports must be submitted with each monthly invoice. Any subsequent changes and/or substitutions of DBE firms from the original DBE Participation Schedule must be submitted and approved by the County in advance. DBE firms must be certified with the Georgia Department of Transportation's Equal Employment Opportunity (EEO) office.

Like DBE, Small Business Participation (SBP) is strongly encouraged in all DOT contracts. No Small Business reports are currently required; however, this is subject to change at the **County's** discretion.

Cobb County reserves the right to reject any or all proposals submitted, or, where it may serve the best interest of the County, to request additional information or clarification from proposers. The County, in its sole discretion, also reserves the right to waive any informalities or technicalities relative to any and all proposals. At the County's discretion, presentations may be requested as part of the evaluation process. The County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether the proposal is selected.

There is no expressed or implied obligation for Cobb County to reimburse any firm for any expense incurred in preparing or presenting a proposal in response to this request for proposals.

**Any questions must be received no later than Friday, August 6, 2021 by 5:00 p.m. All questions should be sent via email to [Purchasing@CobbCounty.org](mailto:Purchasing@CobbCounty.org). DO NOT CONTACT OR SEND QUESTIONS TO COBB COUNTY DEPARTMENT OF TRANSPORTATION.**

Sincerely,

**COBB COUNTY DEPARTMENT OF TRANSPORTATION**

Michael L. Francis, PE  
Transportation Division Manager

Attachment(s):

- Cumberland Multimodal Path Fact Sheet
- Project Location Map
- Attachment A – Georgia Security and Immigration Compliance Act Forms
- Exhibit II Certification Form

Cc: Drew Raessler, P.E., Interim Director CCDOT (electronic copy)  
Rustavius Ford, Preconstruction Engineer CCDOT (electronic copy)  
Karyn Matthews, Project Manager CCDOT (electronic copy)  
Purchasing (electronic copy & hard copy)  
Project File

## **CUMBERLAND MULTIMODAL PATH FACT SHEET**



## Overview & Need

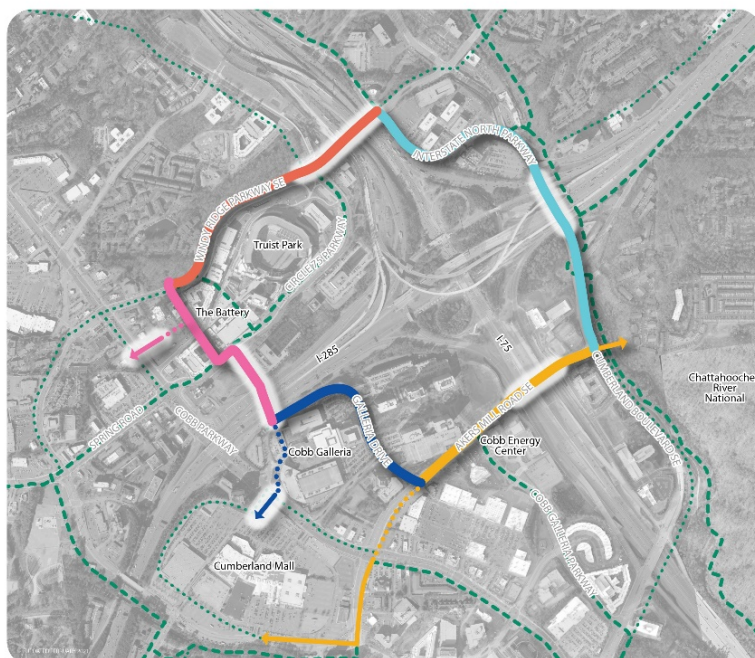
Cumberland is experiencing extraordinary growth and change. With places like Truist Park, The Battery Atlanta, and the Chattahoochee River, Cumberland offers an unparalleled lifestyle and an extraordinary quality of life. Today, over 3,400 businesses and 29,000 residents now call Cumberland home giving our district a \$20 billion annual economic impact on our state. The Cumberland Community Improvement District (CID) is committed to ensuring that Cumberland's quality of life remains high and attracts more business and more talent. The Cumberland Multi-Modal Path will be a major catalyst in connecting Cumberland's rich and diverse assets while also serving as an economic powerhouse.

**The Cumberland Multi-Modal Path (CMMP)** will be a new three-mile unified path that will connect to unrivaled cultural, retail, natural, hospitality, and performance assets in ways that exponentially increase the human experience and financial value of the district. The path is estimated to be 14' wide with a 5' landscaped buffer to protect pedestrians and cyclists from the oncoming traffic flow. The goal is to improve connectivity throughout the core of the district offering pedestrians and cyclists enhanced mobility options with the ultimate goal of adding an autonomous shuttle making travel even easier. Updated plans now include studying an **expansion** to the original concept in an effort to connect to a 600,000 square foot mixed-use redevelopment project at Cumberland Mall. This redevelopment includes the relocation of the CobbLinc Bus Transfer Station, construction of a new fire station, two high-rise multi-family buildings as well as two high-rise commercial office buildings. Cobb County is planning to build a ten-bay bus terminal along with 500 parking spaces, which is a significant programmed improvement to the transit bus terminal in Cumberland. The path will also help build additional character in Cumberland increasing enjoyment for those that work, live and visit.

The CMMP will connect to key destinations in Cumberland:

- The Battery Atlanta and Truist Park
- Cumberland Mall (with new extension/segment)
- Cobb Galleria Centre and Cobb Energy Centre
- Chattahoochee River National Recreation Area
- Bob Callan Trail and Akers Mill Trail

## Concept Design



## CUMBERLAND MULTIMODAL CORRIDOR

### TRAIL SEGMENTS

- SEGMENT A:  
INTERSTATE NORTH PARKWAY &  
CUMBERLAND BOULEVARD  
0.41 MILES
- SEGMENT B:  
AKERS MILL ROAD  
1.15 MILES
- SEGMENT C:  
CALLENS DRIVE  
0.45 MILES
- SEGMENT D:  
1.25 PROPOSED BRIDGE &  
THE BATTERY  
0.40 MILES
- SEGMENT E:  
WINDY HOLE PARKWAY  
0.12 MILES

### OTHER EXISTING OR PROPOSED INFRASTRUCTURE

- PROPOSED BRIDGE FOR  
VEHICULAR TRAFFIC
- EXISTING PEDESTRIAN BRIDGE  
AT THE GALLERIA ACCESS  
CALLENS PARKWAY TO THE MALL
- POTENTIAL PROPOSED BRIDGE  
AT THE BATTERY ACCESS  
CALLENS PARKWAY
- EXISTING MULTIMODAL PATHS
- PROPOSED MULTIMODAL PATHS  
(CUMBERLAND BLUEPRINT: 3.0)

## **Anatomy of the Path**

The path will also feature safe crossings, protected buffers, lighting and signage and art displays.

### **Anatomy of the Loop**



## **Rendering example of the Multi-Modal Path at Interstate North Pkwy and Cumberland Blvd**



## **Conclusion**

The multi-modal path will be built by the Cumberland CID and its partners – Cobb County, GDOT and the ARC. The project will be developed in five segments and total estimated cost is \$25 million. Initial funding for preliminary design on the first segment has been received through a grant from the ARC Transportation Improvement Program.

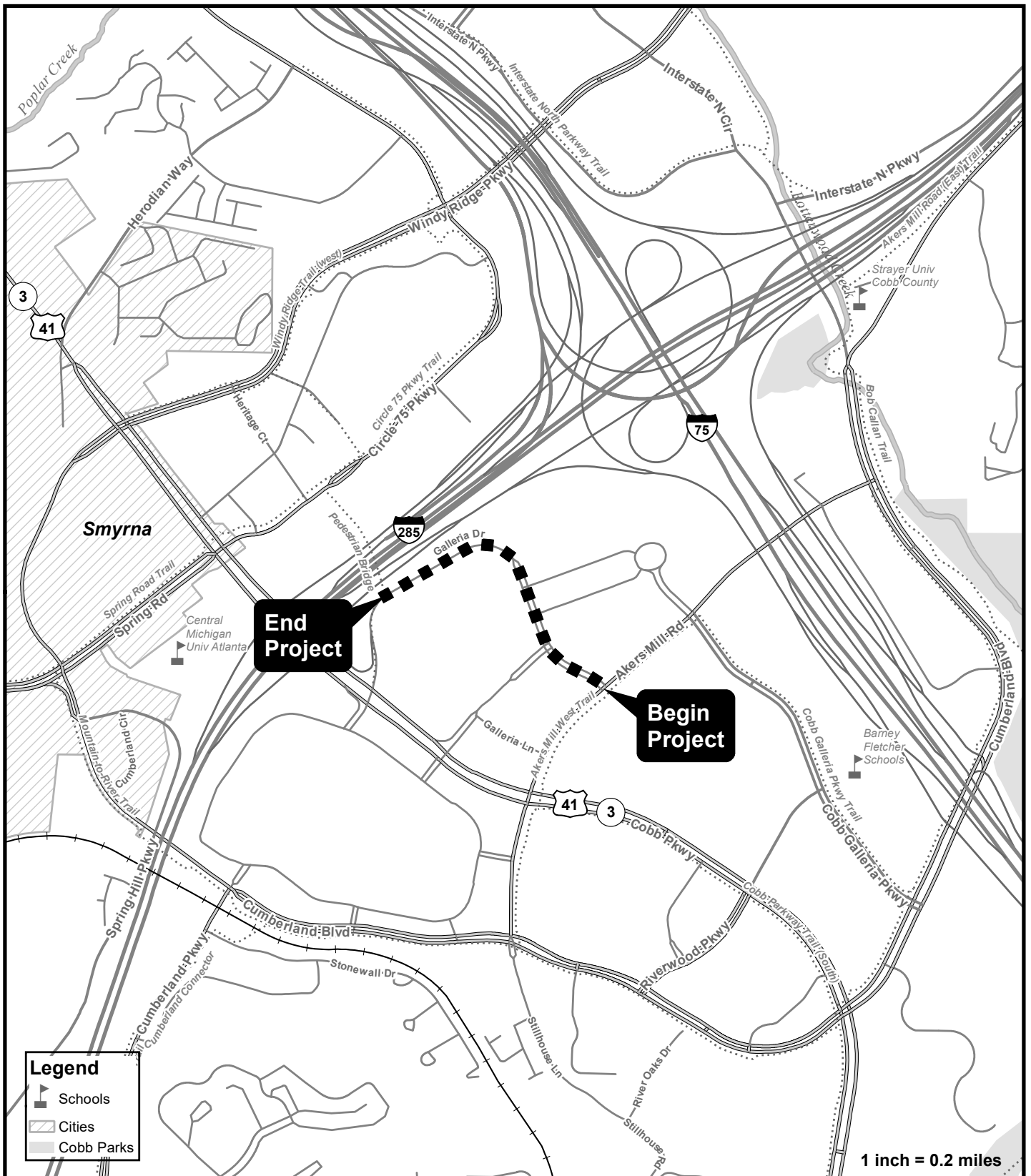
**Total Project Cost: \$36,800,000**

*Updated: 2/4/2020 K:\CID\Projects\CID Capital Projects\Roads & Corridors\Cumberland Multi-Modal (2019+*

## **LOCATION MAP**



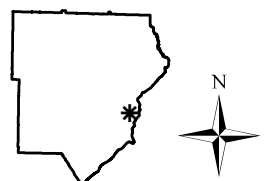
# LOCATION MAP



Department of Transportation

**PROJECT:**  
Cumberland Multimodal Segment C  
Cobb County Project No. TR519  
GDOT P.I. No. 0017806

DATE: July 16, 2021



Notes: Commission District 2

**ATTACHMENT A**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE  
FORMS AND AFFIDAVITS**

*(TO BE COMPLETED AND SUBMITTED WITH PROPOSALS)*

**EVIDENCE OF COMPLIANCE  
WITH  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

\_\_\_\_\_ 500 or more employees;  
\_\_\_\_\_ 100 or more employees; or  
\_\_\_\_\_ fewer than 100 employees

*(Contractor must initial appropriate category).*

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such contractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s),
- (4) To submit to the County, such contractor and subcontractor affidavit(s) of "Immigration Compliance Certification," EXHIBIT A-2,

The failure of Contractor 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) and to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of the Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement and during the term of the Agreement 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 of sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements and that upon notice of a material breach of these provisions, the Contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure and in compliance with the terms of this Agreement and State law. 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.

*SEE AFFIDAVIT ON THE FOLLOWING PAGE*

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

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

By executing this affidavit, the undersigned contractor verifies its 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 & Agreement (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 9/20/2013 Supersedes All Previous Versions)

**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 subcontractor 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 & Agreement (EXHIBIT A-1) form 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; and
- (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 9/20/2013 Supersedes All Previous Versions)*



**IMMIGRATION COMPLIANCE CERTIFICATION**  
**(To be completed by Contractor and all Subcontractors)**  
**(EXHIBIT A-2)**

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

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

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 9/20/2013 Supersedes All Previous Versions)*

**EXHIBIT II**  
**CERTIFICATION FORM**

*(TO BE COMPLETED AND SUBMITTED WITH PROPOSALS)*

## EXHIBIT II CERTIFICATION FORM

I, \_\_\_\_\_, being duly sworn, state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

**Initial each box below indicating certification.** The person initialing must be the same person who signs the Certification Form. (If unable to initial any box for any reason, place an "X" in the applicable box and attach a statement explaining the non-certification. The Department will review and make a determination as to whether or not the firm shall be considered further or disqualified).

- ☐ I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete and truthful.
- ☐ I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings, nor is any team members/principals currently under indictment for any reason related to actions on public infrastructure projects.
- ☐ I further certify that I understand that Firms included on the current Federal list of firms suspended or debarred are not eligible for selection and that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency.
- ☐ I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract, nor has been removed from a contract or failed to complete a contract as assigned due to cause or default.
- ☐ I further certify that the firm or any affiliate(s) has not been involved in any arbitration, litigation, mediation, dispute review board or other dispute resolution proceeding with a client, business partner, or government agency in the last five (5) years involving an amount in excess of \$500,000 related to performance on public infrastructure projects.
- ☐ I further certify that there are not any pending regulatory inquiries that could impact our ability to provide services if we are the selected consultant.
- ☐ I further certify that there are no possible conflicts of interest created by our consideration in the selection process or by our involvement in the project.
- ☐ I further certify that the submitting firm's annual average revenue for the past five (5) years is sufficient to allow the services to be delivered effectively by our firm and that there are no trends in the revenue which may be concerning other than normal market fluctuations.
- ☐ I further certify that in regards to Audit and Accounting System Requirements, that the submitting firm:
- I. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
  - II. Has submitted its yearly Certified Public Accountant overhead audit if it currently has an aggregate contract amount exceeding \$250,000.
  - III. Has no significant outstanding deficient audit findings from previous contracts with GDOT that have not been resolved.
  - IV. Is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that GDOT may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the GDOT may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the GDOT to award a contract.

*A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial or rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.*

Sworn and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY SEAL