

**REQUEST FOR PROPOSALS
TO DESIGN AND CONSTRUCT
JOHNSON FERRY ROAD AT SHALLOWFORD ROAD INTERSECTION**

**THROUGH A
DESIGN-BUILD AGREEMENT
PROJECT NUMBER B2437
P.I. No. 0020001
INSTRUCTIONS TO PROPOSERS**

COBB COUNTY, GEORGIA

COBB COUNTY DEPARTMENT OF TRANSPORTATION

RFP Issued: April 10, 2026

Proposals Due: June 11, 2026, at 12:00 p.m.

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SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

1.1 Introduction and Overview

Electronic bids will be received via BidExpress® on behalf of the Cobb County Board of Commissioners is issuing this Request for Proposals (or RFP) to solicit competitive Proposals (as described in more detail in [Section 1.5.1](#)) from qualified Proposers to deliver the Project under the Design-Build Agreement (or DBA) between the Proposer selected pursuant to the terms of this RFP (as the Design-Builder) and Owner. Under the DBA, the Design-Builder will be required to design and construct the Project during the Contract Time for the Contract Sum, in each case, as both may be adjusted pursuant to the terms, and subject to the conditions, of the DBA.

Owner will use a single-phase, low bid selection process on the Project. This RFP is issued in accordance with the provisions of O.C.G.A § 32-2-81 and Chapter 672-18 of the Rules and Regulations of the State of Georgia, and other applicable Laws and guidelines.

Instructions to Proposers have been provided below, to be followed by Proposers in their responses to the RFP.

Refer to [Exhibit A](#) for the meaning of capitalized terms and acronyms.

Unless otherwise specified, references to Sections, Exhibits and forms within this RFP shall mean Sections of the RFP and Exhibits and forms attached to the RFP.

1.2 RFP Documents

The “**RFP Documents**” consist of the items listed below, and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

- (a) RFP (including the attached Exhibits and forms):
- (b) Example of a DBA (including attached Exhibits);
- (c) The Project Technical Provision Manual;
- (d) The Bridging Documents

For avoidance of doubt, the RFP Documents are not the Design-Build Documents, as defined under the DBA. The RFP and the Bridging Documents are not, and are not intended to be, contractual and will not form a part of the Design-Build Documents unless specifically incorporated into the DBA.

Furthermore, Owner directs Proposers’ attention to the Bridging Documents, containing provisions which are applicable for purposes of this procurement. Generally, Owner makes no representation or guarantee as to the accuracy, completeness, or fitness of the Bridging Documents. Owner does not take any responsibility for the Bridging Documents, and Proposers are responsible for any conclusions they may draw from the Bridging Documents. Owner provides the Bridging Documents to Proposers for the sole purpose of providing information in the possession of Owner, regardless as to whether any such information within the Bridging Documents is of any value.

1.3 General Project Description

The Project will provide design and construction services to widen and reconfigure the eastbound approach to the intersection of Johnson Ferry Road and Shallowford Road to include a dedicated left-turn lane, a single eastbound through lane, and a dedicated right-turn lane. The westbound approach will be reconfigured to provide dual left-turn lanes and dual westbound through lanes. The eastbound approach will be widened to align the through movement across the intersection. Additionally, raised medians will be added for access control at commercial driveways, and all existing traffic signal and pedestrian signal control components will be replaced. The Project is located in Cobb County at the intersection of Johnson Ferry Road and Shallowford Road. A map of the Project is shown in Exhibit G.

Design-Builder will be responsible for the design and construction of the Project within the Contract Time set forth in the DBA, which will be established based on the Design-Builder's proposed Performance Schedule Milestone dates submitted in Form M, subject to Owner's review, negotiation, and acceptance.

1.4 Procurement Schedule

The procurement schedule is as follows:

	Activity	Date	Time
1.	Owner issues Public Notice Advertisement (PNA)	7/11/2025	-----
2.	Industry Form	9/30/2025	3:00 pm
3.	Issue RFP	4/10/2026	-----
4.	Pre-Bid Meeting	5/5/2026	9:30 am
5.	Deadline for submission of proposed ATCs	5/15/2026	12:00 pm
6.	One-on-One meetings with Proposers regarding ATCs	5/18 to 5/22/2026	-----
7.	Deadline for Proposers to submit Questions regarding RFP	5/29/2026	5:00 pm
8.	Proposal Due Date	6/11/2026	12:00 pm
9.	Virtual Letting/Public Opening of Price Proposals	6/11/2026	2:00 pm

All dates set forth above and in the RFP are subject to change at Owner's sole discretion. All times indicated are prevailing times in Atlanta, Georgia. To the extent such dates are changed, Owner will notify Proposers through the Bid Express® site as described in Section 2.2 and issue an Addendum as described in Section 2.4 below.

1.5 General Provisions Regarding Proposals

1.5.1 Proposal Contents; No Qualifications

As used in this procurement, the term "**Proposal**" means a Proposer's complete response to the RFP, including but not limited to the Proposer's:

- (a) Administrative Information Submittal;
- (b) Technical Proposal for the Project; and
- (c) Price Proposal for the Project.

Detailed instructions regarding the Administrative Information Submittal, the Technical Proposal, and the Price Proposal are provided in Exhibit B, Exhibit C, and Exhibit D, respectively.

Forms required for inclusion in the Proposals are attached to this RFP and are to be submitted as part of the Proposal in the locations prescribed in Exhibit B, Exhibit C, and Exhibit D, respectively.

Each Proposal component shall be clearly titled and identified.

Each Proposal component shall be submitted without reservations, qualifications, conditions, or assumptions with regard to the terms and conditions of this RFP and the DBA. Owner will not be bound by or to any reservations, qualifications, conditions, or assumptions of any Proposal.

Any failure to provide all the information and all completed forms in the format specified by the RFP may result in the Owner's rejection of the Proposal, depending on the nature of the omission, determined by the Owner at its sole discretion. All blank spaces in the Proposal forms must be filled in as noted. No change(s) should be made to the original text or structure of the Proposal forms, except as expressly permitted within this RFP. No additional information shall be submitted beyond that which is required for inclusion with the Proposal.

1.5.2 Inclusion of Proposal in Design-Build Documents

Portions of the successful Proposer's Proposal will become part of the Design-Build Documents, as applicable and to the extent specified in the DBA. All other information is for evaluation purposes only and will not become part of the Design-Build Documents.

1.5.3 Commitments in the Proposal

Each Proposal will be interpreted and evaluated based upon the commitments provided by the Proposer.

Owner will give no consideration to tentative or qualified commitments in the Proposals. For example, the Owner will give no consideration to phrases such as "we may," "we are considering," "will endeavor to," or phrases of a similar nature in the evaluation process because they do not indicate a firm commitment.

Conversely, all commitments in the Proposal will be deemed in the nature of an offer, and the Owner will document the Proposal in the finalization of the Design-Build Agreement as relates to the Apparent Successful Proposer.

1.5.4 Property of Cobb County; License

All documents included in the Proposals submitted by Proposers in response to this RFP shall become the property of the Owner and will not be returned to the Proposer.

1.6 Improper Conduct

1.6.1 Prohibited Activities

If the Proposer, or anyone representing the Proposer, offers, gives, solicits, accepts, or receives, directly or indirectly, any advantage, gift, gratuity, discount, bribe, or loan of any sort to or from the County, or officers, administrators, staff or consultants of the County, including agents or anyone representing the foregoing at any time during the Project procurement: (1) the Owner shall immediately disqualify the Proposer; (2) the Proposer shall forfeit its Bid Bond; [and](3) the Owner may sue the Proposer for damages

If a Proposer modifies any text in the Forms included in its Proposal, except whereas expressly permitted under Sections 1.6 and 1.7 and Section B.2.1 of Exhibit B, relating to duplicating and modifying forms as necessary, the Owner may immediately disqualify the Proposer.

1.6.2 Non-Collusion

The Proposer, and each entity delivering the Non-Collusion Affidavit (Form B) with the Proposal, shall not undertake any of the prohibited activities identified in the Non-Collusion Affidavit (Form B). Note that multiple parties are required to execute copies of Form B. Proposers are instructed to duplicate and to modify Form B as necessary to identify accurately the entity giving the affidavit and to ensure that is signed by Participating Members and Major Non-Participating Members.

To report bid rigging activities, call the US DOT toll-free “hotline” (1-800-424-9071) Monday through Friday, 8:00 AM to 5:00 PM, Eastern time. All information will be treated confidentially, and caller anonymity will be respected.

1.6.3 Organizational Conflicts of Interest

Proposers are advised that the Conflicts of Interest policy as referred to in the Design-Build Manual and the organizational Conflict of Interest rules found in 23 C.F.R. § 636.116, shall apply to this procurement.

Each Proposer must include in its Proposal a Statement of Disclosure (Conflict of Interest) (Form C). Form C must be submitted with the Administrative Information Submittal, as detailed more fully in Exhibit B.

The Proposer is prohibited from receiving any advice or discussing any aspect of the Project or the procurement of the Project with any person or entity with an organizational Conflict of Interest, including, but not limited to, the individual persons or entities listed in Exhibit F and any parent, affiliate, or subsidiary of, or is under common ownership, control or management with any of the foregoing entities.

Following submission of a Proposal, Proposers have a continuing obligation to make an immediate and full written disclosure to the Owner, substantially in the form of Form C, of any organizational Conflict of Interest thereafter discovered or determined and with a description of the action that Proposer has taken or proposes to take to avoid or mitigate such Conflict of Interest(s). If the Apparent Successful Proposer was aware of an organizational Conflict of Interest prior to award of the DBA and did not disclose the conflict to the Owner, the Owner may elect, in its sole discretion to disqualify the Apparent Successful Proposer and to invoke any of the rights reserved to the Owner under Section 8.1.

1.6.4 Restrictions on Participation

Proposers are advised that the following entities are restricted from submitting a Proposal and from participating on a Proposer team as a Participating Member, Major Non-Participating Member, Contractor, Subcontractor or subconsultant:

- (a) any entity or individual listed in Exhibit F;
- (b) any entity that is a parent, affiliate, or subsidiary of any of the entities listed in Exhibit F or that is under common ownership, control or management with any of the foregoing entities; and
- (c) any contractor who is currently suspended, debarred or voluntarily excluded under 2 C.F.R. Part 180 or is otherwise determined to be ineligible to participate in the federal-aid highway program.

1.6.5 No Participation on More Than One Proposer Team

1. Proposer Teams

Except as expressly permitted under this Section 1.6.5, and without limiting the other procurement rules set forth in this Section 1.0, Major members of one Proposer's team (i.e., intended to be among the Design-Build Team) are forbidden from participating, in any capacity, on another Proposer's team during the course of the procurement.

In addition, entities that are under direct or indirect common ownership or have the same upstream parent may not be on separate Proposer teams, proposed Design-Build Teams, or act as guarantor on separate Proposer-proposed or proposed Design-Build Teams.

Notwithstanding the foregoing,

- a. Upon a Proposer's (or potential or proposed Proposer team member's) request, the Owner may, in its sole discretion, permit a subcontractor or subconsultant entity to participate on more than one Proposer team so long as Proposers exercise reasonable care in ensuring all other constraints and restrictions under this procurement are observed and the integrity of the procurement, by way of precluding the risk of collusion among Proposers, is maintained. Any such request shall describe the proposed roles on the Proposer team(s) and the contractual relationship relative to the Lead Contractor or the Lead Design Consultant. Proposers are advised that the Owner's review may, in its sole

discretion, involve the Conflicts Committee (as defined in Georgia DOT's Design Build Manual).

- b. Subcontractors and subconsultants that are not in direct contractual privity with the Lead Contractor or the Lead Design Consultant may be identified as members of more than one Proposer team without need for the Owner's prior permission, with similar constraints and restrictions as mentioned above (i.e., requiring that Proposers exercise reasonable care, etc.).
- c. Proposers are encouraged to request review of any team member that has informed the Proposer of its intent to participate as a team member on another Proposer's team, regardless of whether such team member is a Major team member on either the Proposer's team or another Proposer's team.

2. Individual Persons

Individuals serving Key Personnel roles on one Proposer's team may not serve Key Personnel roles on another Proposer's team.

Notwithstanding the foregoing,

- a. Upon a Proposer's request, the Owner may, in its sole discretion, permit individuals serving non-Key Personnel roles to switch from one Proposer's team to non-Key Personnel roles on another Proposer's team.
- b. Upon a Proposer's request and in response to the Owner's requests for additional information, representations, and warranties, the Owner also may, in its sole discretion, consider allowing certain Key Personnel roles on more than one Proposer team to be filled by the same individual person;

provided, however, that, in either case, the Lead Contractor Project Manager, Lead Design Consultant Project Manager, Engineer of Record, Contractor Superintendent, and Quality Control Manager Key Personnel roles shall be exclusive to each Proposer.

Nothing in this Section 1.6.5 shall be construed to supersede the restrictions relating to Conflicts of Interest and participation by any individual person or entity identified under Exhibit F. Proposer team composition constitutes a material representation by the Proposer to the Owner.

1.7 Equal Employment Opportunity (EEO)

Proposers shall not, in connection with the RFP and the Design-Build Documents, discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability. Proposers shall take affirmative action to ensure that applicants for employment and employees are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, or disability. The areas requiring such affirmative action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, employment, job assignment, promotion, demotion, transfer, recruitment and recruitment advertising, and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.

Each Proposer must include in its Proposal an Equal Employment Opportunity Certification (Form H). Note that the Proposer, Participating Members, Major Non-Participating Members and proposed Contractors are required to execute copies of Form H. Proposers are instructed to duplicate Form H to identify accurately the entity making the certification and to ensure that is signed by Participating Members and Major Non-Participating Members.

Please see Section Six of the DBA for the federal equal employment opportunity provisions that apply to the Project.

1.8 DBE Participation

Proposers are subject to the requirements of Title 49, Code of Federal Regulation, Part 26, Participation of Disadvantaged Business Enterprises in the Department of Transportation's Equal Employment Opportunity (EEO) office. The Owner strongly encourages Disadvantaged Business Enterprise Participation (DBE-Neutral and DBE-Conscious) and Small Business Participation (SBP) in all USDOT assisted contracts. No DBE Participation or Small Business reports are currently required; however, this is subject to change at the Owner's discretion.

1.9 Federal Funding and Requirements

Proposers are advised that the Project will require the use of federal funds. Accordingly, applicable federal Law and Federal Highway Administration (FHWA) regulations will govern portions of the Project's procurement and the Design-Build Documents.

1.10 Qualification of Construction and Design Firms; Registration with the State

Proposers shall ensure that the entities identified in Sections 1.10.1 and 1.10.2 have satisfied the prequalification requirements set forth in this Section 1.10.

In addition, before commencing performance of any Work, all firms must be registered to do business in the State of Georgia. This can be accomplished by contacting the Georgia Secretary of State Corporations Division Office at (404) 656-2817 or visiting <http://www.sos.ga.gov/corporations>.

1.10.1 Required GDOT Prequalification/Registration for Contractors

The Lead Contractor or, if Lead Contractor is a Joint Venture not certified by GDOT¹, each Joint Venture member of Lead Contractor, and all subcontractors identified as part of the Design-Build Team shall be prequalified or registered with GDOT prior to but no later than the Proposal Due Date, inclusive of the Proposal Due Date, and include with its submission of the Proposal, a copy of each applicable and current GDOT Certificate(s) of Qualification.

For further information regarding the pre-qualification process, please see:

¹ A Lead Contractor may be a consortium of joint bidders as permitted by Rule 672-5-.13, or a JV, each subject to the submittal requirements identified in this RFP (i.e., each member must submit all forms, meet all qualifications/prequalifications, etc., for "the" Lead Contractor).

<https://www.dot.ga.gov/GDOT/pages/ConstructionContractors.aspx>

1.10.2 Required Prequalification for Engineering Consultants

As part of the qualifications package identified in Exhibit B, Section B.2.1.20, the Proposer shall only use engineering consultant entities that are GDOT prequalified in their respective disciplines (engineering, design, traffic analysis, geotechnical, NEPA, construction, etc.). All Work must be performed by entities that are prequalified by GDOT.

All Work must be performed by entities that are prequalified by GDOT in the following GDOT Prequalified Area Classes

- (a) The Lead Design Consultant **must** be prequalified by GDOT in the “GDOT Prequalified Area Class(es)” listed below:

Number	GDOT Prequalified Area Class
3.02	Urban Roadway Design

- (b) The Lead Contractor, Lead Design Consultant, and/or one or more of the subconsultant or subcontractor team members must be prequalified by GDOT in the “GDOT Prequalified Area Classes” listed below:

Number	GDOT Prequalified Area Class
1.06(a)	NEPA Documentation
1.06(b)	History
1.06(c)	Air Studies
1.06(d)	Noise Studies
1.06(e)	Ecology
1.06(f)	Archaeology
1.06(h)	Bat Surveys
1.10	Traffic Projections
3.06	Traffic Operations Studies
3.07	Traffic Operations Design
3.09	Traffic Control Systems Analysis, Design and Implementation
3.10	Utility Coordination
3.12	Hydraulic and Hydrological Studies (Roadway)
5.01	Land Surveying
5.02	Engineering Surveying
5.08	Overhead/Subsurface Utility Engineering (SUE)
6.05	Hazardous Waste Site Assessment Studies
8.01	Construction Engineering
9.01	Erosion, Sedimentation and Pollution Control Plan (ESPCP) Preparation
9.02	Rainfall and Runoff Reporting
9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Device Installations

Proposer shall submit a GDOT Notice of Professional Consultant Qualification for each entity among the proposed Design-Build Team reflecting the foregoing additional prequalifications, per the requirements contained in Exhibit B of the RFP.

For further information regarding the pre-qualification of engineers, please see:

<https://www.dot.ga.gov/GDOT/pages/EngineeringConsultantQualification.aspx>

<https://www.cobbcounty.gov/transportation/transportation-policies-permitting/transportation-procurement-bidding>

Prequalification information may be found at the following link:

(a) general information at: <https://www.dot.ga.gov/GDOT/Pages/business.aspx>

Proposer's team must have an identified team member (to be among the Design-Build Team) that is prequalified for each of the foregoing "GDOT Prequalified Area Classes". If the Proposer's proposed design (and plan for design) for the Project includes Design Work outside the scope of the area classes set forth in this RFP, at least one entity must be expressly identified as prequalified with GDOT in the appropriate area class to perform such Design Work, and "GDOT Notices of Professional Consultant Qualification" for each such entity submitted with the Proposal, current as of the Proposal Due Date.

Proposers are advised that all prequalifications must be current during the Term of the DBA.

The ultimate Design-Builder, if a special purpose vehicle, may not need to be prequalified in any of the foregoing "GDOT Prequalified Area Classes", as determined by Owner in its sole discretion.

1.11 Establishment of Single Purpose Entity(ies)

If the Apparent Successful Proposer contemplates the creation of a single purpose entity as the counterparty to the Owner under the DBA, the Apparent Successful Proposer shall establish the single purpose entity and submit executed copies of the organizational documents to the Owner in accordance with Section 6.2.1. Proposers anticipating the creation of any such single purpose entity must include pro forma organizational documents in the Proposal, as described in Exhibit B. Failure to meet the requirements in this Section 1.11 will result in forfeiture of the Apparent Successful Proposer's Proposal Bond.

SECTION 2.0 PROCUREMENT

2.1 Method of Procurement

Owner is issuing the RFP in accordance with the provisions of O.C.G.A. § 32-2- 81 and Chapter 672-18 of the Rules, and other applicable Laws and guidelines. Owner intends to award the DBA to the Proposer that submits the lowest price and has a responsive Technical Proposal. Subject to Section 8.1, the Owner will base the evaluation of Proposals on information submitted in the Proposals, and will involve both pass/fail evaluation factors and an evaluation of administrative, technical, and price criteria, as further detailed in Section 5.0 and in the Exhibits to this RFP.

2.2 Communications with Proposers

Notification of the RFP will be issued through the Bid Express® website (<https://www.infotechinc.com/bidexpress/>) and also posted to Cobb DOT at (<https://www.cobbcounty.gov/transportation/current-bids-rfps>) and Cobb County Procurement Services at (<https://www.cobbcounty.gov/procurement-services/bidding-opportunities>). Each Proposer is required to check Bid Express® regularly for Addenda to the RFP and for other procurement-related information.

Each Proposer will be responsible for establishing an account for the use of Bid Express® for the purpose of receiving information pertaining to the Project, and for Proposers to upload and submit their Proposals. Refer to Exhibit H of the RFP for information regarding access to Bid Express®.

2.2.1 Designated Point of Contact

The “**Contracting Officer**” during the procurement for the Project is Cobb County Procurement Services who can be contacted at:

Cobb County Procurement Services
1828 West Oak Parkway
Marietta, GA 30062
Email: procurementservices@cobbcounty.gov

When the RFP requires a submission or communication to be “in writing,” except where otherwise noted specifically, or as may subsequently be directed by the Contracting Officer, electronic submission or correspondence is permitted.

2.2.2 Rules of Contact

Unless specifically authorized elsewhere in this RFP, the Contracting Officer, is the single contact and single source of information for this procurement.

The rules of contact set forth in this Section 2.2.2 shall apply during the Project procurement, commencing with the issuance of this RFP. These rules are designed to promote a fair, unbiased, and legally defensible procurement. Contact, as used herein, includes face-to-face, telephone, email, or any other form of formal written communication.

The specific rules of contact are as follows:

- (a) Neither a Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the RFP or either team's Proposal. This prohibition does not apply to (1) Proposer communication with a contractor that is on both its team and another Proposer's team, provided that the contractor shall not act as a conduit of information between the two Proposers; and (2) public discussion regarding the RFP at Owner-sponsored informational meetings.
- (b) Unless otherwise specifically noted in this RFP or authorized by the Contracting Officer, all Proposer communication will be between Proposer's Authorized Representative and the Contracting Officer in writing (or via email at the address described in Section 2.2.1).
- (c) Under normal circumstances, the Contracting Officer will contact a Proposer in writing through Proposer's Authorized Representative.
- (d) Continuing until the earliest of (1) execution and delivery of the Design-Build Documents, (2) Owner's rejection of all Proposals or (3) cancellation of the Project procurement, neither a Proposer nor its agents may have *ex parte* communications with Owner employees, members of the Selection Review Committee, Cobb County Board of Commissioners, any other person who will evaluate Proposals, or any person identified in Section 1.6.4 regarding the Project, except for communications expressly permitted in this RFP or through the process identified above. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or Proposer workshop related to the Project. Owner may, in its sole discretion, disqualify any Proposer engaging in such prohibited communications.
- (e) Any contact by a Proposer determined by the Owner to be improper may result in disqualification of that Proposer.
- (f) Owner will not be responsible for or bound by, and Proposers may not rely on, (1) any oral communication, or (2) any other information or contact that occurs outside the official communication promulgated as specified herein, unless confirmed in writing by the Contracting Officer.

Any official information regarding the Project, the procurement, and the RFP Documents will be disseminated via Bid Express® or otherwise in writing, on Cobb DOT letterhead, via the methods provided in Section 2.2.

2.2.3 Language and United States Dollar Requirements

All correspondence regarding the RFP, the Proposal, the Design-Build Documents and all other matters pertaining to this procurement are to be in the English language. If any original documents required for the Proposal are in any other language, the Proposer shall provide a certified English translation, which shall take precedence in the event of conflict with the original language. The Proposer shall exclusively use United States dollars in its Proposal, except in pre-printed or reference materials. Unless otherwise

specified, all references to monetary values shall be in United States dollars. In the evaluation of Proposals, the Owner may choose to disregard any financial figures provided by the Proposer in denominations other than United States dollars.

2.3 Questions and Responses Regarding the RFP Documents

Proposers shall be responsible for reviewing the RFP and any Addenda issued by Owner prior to the Proposal Due Date, and for making comments, asking questions, requesting clarification or interpretation, or to propose correction of errata (typographical errors, incorrect cross references, internal inconsistencies, or other mistakes, discrepancies, ambiguities, errors, or omissions) through written correspondence to Procurement Services (each a “**Question**”). Proposers shall submit, and Owner will respond to written Questions in accordance with this Section 2.3. Any responses made by the Owner will not be considered part of the Design-Build Documents.

Proposers are advised that Cobb County Procurement Services Department will not observe any annotation of a submitted Question as “confidential” or otherwise. Proposers should not identify nor include any information that Proposer believes to be confidential.

2.3.1 Form of Requests

Proposers shall submit Questions to Cobb County Procurement Services Department at the email address identified in Section 2.2.1. Questions from a Proposer should be submitted only by a single representative of that Respondent, and must include the requestor’s name, address, telephone and email, and Respondent that he/she represents. Cobb County Procurement Services Department will not consider telephone or other oral requests. Proposers are responsible for ensuring that written questions clearly indicate in the subject line, that the material relates to the Project.

Questions shall be sequentially numbered, identifying the document as among the RFP Documents (e.g., RFP, DBA, etc.), identify the relevant section reference, or otherwise indicate that the Question is one of general application, exercising every effort to be as specific as possible and to minimize Questions of general application.

If a Proposer is unsure whether a concept is consistent with the requirements of the RFP Documents, then Proposer may submit this as a question. Proposers are advised, however, that the Owner’s response, if any, will be available to all Proposers.

Cobb County Procurement Services Department reserves the right not to consider Questions that otherwise do not meet the foregoing requirements and restrictions.

2.3.2 Timing of Requests

Proposers must submit any requests under this Section 2.3 prior to the deadline for such requests in Section 1.4.

2.3.3 Responses

Procurement Services intends to but reserves the right not to respond to Questions. Procurement Services responses to Questions will be in writing (i.e., posted on the

Georgia Procurement Registry (GPR) and Bid Express® to all Proposers). Procurement Services may rephrase or consolidate Questions as it deems appropriate. Procurement Services intends to post responses to Questions following expiry of the deadline for submission of Questions in Section 1.4. Procurement Services may respond to Questions once received on a rolling basis. If subsequent responses to Proposer questions affect previously-posted responses to Questions, Proposers are advised to refer to the latest responses, rather than earlier iterations of the responses. Procurement Services reserves the right to revise such prior responses and to post such revised responses on Bid Express® to all Proposers.

2.4 Addenda

Owner reserves the right, in its sole discretion, to revise, modify or change the RFP at any time before the Proposal Due Date. Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be posted on Bid Express® and Proposers will be notified of the issuance of such Addenda via GPR and Bid Express®. If any Addendum significantly impacts the RFP, as determined at the Owner's sole discretion, the Owner may change the RFP schedule in Section 1.4, including the Proposal Due Date. The announcement of such schedule modification will be included in the Addendum. In addition, in the Owner's sole discretion, the Addendum will indicate the latest date for submission of any Questions, if any, concerning the Addendum.

Owner will not be bound by, and the Proposer shall not rely on, any oral communication or representation regarding any of the RFP Documents, or any written communication except to the extent that it is contained in the RFP or in an Addenda to the RFP and is not superseded by a later Addendum to the RFP.

2.5 Pre-Bid Meeting

A pre-bid meeting for all bidders will be held at Cobb DOT, 1890 County Services Parkway, Marietta, Georgia 30008 and by teleconference at 9:30 a.m. on May 5, 2026. Any questions must be received by Cobb County Procurement Services Department prior to Friday, May 29, 2026, at 5:00 noon. All questions should be sent via email to ProcurementServices@CobbCounty.gov.

2.5.1 Subject Matter of Pre-Bid Meeting

The purpose of the pre-bid meeting is to discuss issues and clarifications regarding the RFP.

2.5.2 ATC Meeting Notice, Confirmation and Agreement

Should a Proposer choose to submit an ATC for this Project, Proposers shall submit to Procurement Services, at the email address identified in Section 2.2.1, three available one-hour time slots (ranked in order of preference) to schedule an ATC one-on-one meeting by the deadline set forth in Section 1.4. In response, Procurement Services will send each Proposer via email a meeting invitation including the scheduled time, place (to include online meetings), date, duration, and secure login information.

2.5.3 Statements at ATC One-on-One Meetings

Nothing stated at any one-on-one meeting will modify the RFP. Any and all changes to the RFP will be made via an Addendum issued pursuant to Section 2.4.

2.5.4 Owner's Use of ATC One-on-One Meeting Information

Owner reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that the Owner determines, in its sole discretion, such disclosure would reveal a trade secret (see Section 2.8).

2.6 Due Diligence of the Existing Right of Way

Owner will permit Proposers to access the Existing Right of Way to perform limited investigations prior to the Proposal Due Date. Proposers must follow all applicable State Laws and County Ordinances including erosion control, traffic control, and any other impositions, constraints, or requirements that the Owner may impose. Proposers are expected to carefully examine the Existing Right of Way before submitting a Proposal.

Each Proposer may contact applicable property and Utility Owners to seek any additional access to permit investigations, solely at the Proposer's cost and risk.

Owner has endeavored to identify and acquire property sufficient to accommodate Utility Adjustments. Additional right of way due to redesign or changes to the utility relocation plans will not be considered. Owner will be responsible for all processes relating to ROW acquisition, if necessary based on an Owner Accepted Basic Configuration .

Each Proposer, solely at its own expense and risk, is responsible for conducting a Reasonable Investigation of the condition of existing facilities and site conditions, including hazardous substances and materials, sub-surface conditions, wetlands, temporary and permanent utility facilities, area populations and demographics, land use, and development and development-related infrastructure and traffic patterns.

Each Proposer shall, by submission of a Proposal, be deemed to have made such examination and to have satisfied itself as to the conditions to be encountered in performing the Work under the Design-Build Documents. Failure of a Proposer to so examine and inform itself shall be at its sole risk, and the Owner will provide no relief for any error or omission.

2.7 RESERVED

2.8 Open Records Laws

Proposers should obtain and thoroughly familiarize themselves with the Open Records Laws applicable to public information and the requirements of this RFP with respect to the same. Owner will not advise a Proposer as to the nature or content of documents or other records entitled to protection from disclosure under the Open Records Laws, as to the interpretation of such laws, or as to the definition of "trade secret." Each Proposer will be solely responsible for all determinations made by it under applicable laws. Each Proposer is advised to consult with legal counsel concerning the effect of applicable Open Records Laws to that Proposer's own circumstances.

All documents, papers, letters, maps, books, tapes, photographs, computer-based or generated information, data, data fields, or similar material prepared and maintained or received written correspondence, exhibits, tapes, photographs, computer-based or generated information, data, data fields, or similar material ("**Records**") submitted to the Owner during the procurement process are the property of the Owner, will not be returned to the submitting parties, and are subject to the Open Records Laws.

Each Proposer will be responsible for clearly identifying and labeling any Records contained in its Proposal as a "trade secret" that the Proposer has reasonably determined meet the definition of "trade secret" under O.C.G.A. § 10-1-761(4) and that the Proposer wishes to be exempt from disclosure under O.C.G.A. § 50-18-72(a)(34) or any other applicable law. The Proposer must attach to such Records an affidavit affirmatively declaring that specific information in the Records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

Proposers are advised that their designation as "trade secret" will not be binding on the Owner or determinative of any issue relating to whether such records are required to be released or not. Owner will not accept blanket designations that do not clearly identify information and materials that are "trade secrets". Owner may, in its sole discretion, and subject to compliance with the Open Records Laws and other applicable Law, treat the whole of the relevant section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to the Open Records Laws.

In no event will the Owner, or any of their Constituents be liable to a Proposer or any Major Team Member or any of their respective Authorized Representatives for the disclosure of all or a portion of a Proposal submitted in response to the RFP.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Owner or any other County entity by the Open Records Laws or other applicable Law, and the provisions of the Open Records Laws or other laws shall control if there is a conflict between the procedures described above and the applicable Law.

SECTION 3.0 ALTERNATIVE TECHNICAL CONCEPT(S)

3.1 Overview and Purpose of ATCs

Section 3.0 sets forth a process for pre-Proposal review of ATCs conflicting with the technical requirements for design and construction of the Project, requiring a modification of the Project Standards or which may not require such modification but, if implemented, would require further environmental evaluation of any portion of the Project.

This process is intended to allow, but not require, Proposers to incorporate innovation and creativity into their Proposals, in turn allowing the Owner to consider Proposer's ATC(s) in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of reviews of ATC(s) to the post-award period, and, ultimately, to obtain the best value for the public.

Owner has sole discretion to allow or reject any ATC submitted. Any ATC that has been received and approved by the Owner pursuant to the process in this Section 3.0 may be included in the Proposal, subject to the conditions set forth herein. Owner has the sole discretion to allow or reject any ATC submitted.

If the Owner revises the RFP (including through issuing an Addendum) after an ATC has been approved, the Proposer shall be solely responsible for reviewing the RFP and determining if the revised requirements of the RFP invalidate the conditions under which the ATC was approved. If necessary, the Proposer must submit a request for approval of all additional required deviations within 5 days after the revised RFP or Addendum (as applicable) is issued.

An ATC shall in no way take advantage of an error, ambiguity, omission, or other mistake in the Project Standards or other documents incorporated into the Project Standards by reference. If, at the sole discretion of the Owner, an ATC is deemed to take an advantage of any such error, ambiguity, omission, or other mistake in the Project Standards, or other documents incorporated into the Project Standards by reference, the RFP will be revised without regard to confidentiality of such ATC.

If, at any time, the Owner receives a question on the Project from another Proposer similar to a concept submitted in the form of an ATC, the Owner reserves the right to revise the RFP without regard to the confidentiality of such ATC.

Approval of any ATC in no way relieves a Proposer of its obligation to satisfy (a) other requirements of the Project Standards not specifically identified in the ATC submission, (b) any obligation that may arise under applicable Law or that is a condition of a Governmental Approval, and (c) all other conditions imposed by the Owner in connection with proposing (and implementing) any approved ATC.

No stipulated fee will be paid for proposed ATCs.

3.1.1 Limitations on ATCs

ATCs eligible for consideration hereunder will be limited to deviations from the Project Standards that result in performance, safety, durability, quality, utility or reliability of the end product, as applicable, that is equal to or better than the performance, safety,

durability, quality, utility or reliability of the end product, as applicable, on an overall basis without the proposed ATC, as determined by the Owner in its sole discretion.

Without limiting the above, the Owner, in its sole discretion, may reject any proposed ATC if the proposed ATC is premised upon, would require, or could result in any of the following:

- (a) lower standards or a reduction in performance, safety, durability, quality, utility or reliability, as applicable;
- (b) a reduction in the scope of the Project (including reduction in quantities without achieving equal or better safety, durability, quality, utility or reliability, as applicable);
- (c) non-compliance with, or any change in, any applicable Law;
- (d) the addition of a separate project (or other third-party contract) to the Project; or
- (e) any delay to any Milestone Deadline beyond any “not-to-exceed” date listed in Form M.

Proposers are advised that ATCs, if implemented, that would require further environmental evaluation of all or some of the Project may be allowed, provided that under the DBA, the Design-Builder will bear the schedule and cost risk associated with such additional environmental evaluation. If the Design-Builder is not able to obtain the approvals necessary to implement the ATC, the Design-Builder will be obligated to develop the Project in accordance with existing approvals without additional cost or extension of time.

If a Proposer is unsure whether a concept would be considered an ATC by the Owner, then the Owner recommends that Proposer submit the concept for review as an ATC.

3.1.2 Pre-Proposal Submission of ATCs

The Proposer may submit proposed ATCs for review to the Owner via email to the Contracting Officer per Section 2.2.1, until the date and time identified in Section 1.4. Proposers may resubmit or modify ATCs subject to the constraints identified in Section 3.2.1. All ATCs shall be submitted in writing as provided herein, with a cover sheet identifying the Proposer and stating, “**Johnson Ferry at Shallowford Road Intersection Project – Confidential ATC(s)**.” The Proposer shall clearly identify the submittal as a request for review of an ATC under this RFP. If the Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an ATC by the Owner.

ATC submittals shall be comprised of an electronic copy in a PDF format directly emailed by the Proposer, with a narrative description of the ATC and technical information, including drawings, as described below. Paper copies of drawings or roll plots may be requested by the Owner, at its discretion.

Pre-Proposal submissions for ATCs shall include/observe the following:

- (a) Electronic form: Be submitted in electronic form (PDF) via email;
- (b) Labeling: In addition to the cover sheet and title above, assign a sequential ATC number identifying the Proposer and the ATC number (multi-part or multi-option ATCs shall be submitted as separate individual ATCs with unique sequential numbers);
- (c) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis;
- (d) Usage: The location(s) where and an explanation of how the Proposer would use the ATC on the Project;
- (e) Project Standards Changes: References to the Project Standard requirements – including those as were modified by a prior accepted ATC submission for this Project (or any related conditions or requirements as may be identified in the Owner’s response, if any) – that, in each case, are inconsistent with the proposed ATC (including proposed redlined changes), an explanation of the nature of the changes from the requirements and a request for approval of such changes. In doing so, the Proposer shall clearly identify any design exception required to implement the ATC for the Owner’s approval;
- (f) Justification: An analysis justifying the Proposer’s use of the ATC and why Owner should allow the Deviation, if any, from the RFP requirements (including specifically how the ATC is equal or better in quality, utility, and performance than the requirements in the Project Standards);
- (g) Impacts: A preliminary analysis of potential impacts on vehicular traffic (both during and after the Construction Work), environmental impacts (including environmental re-evaluations), construction schedule impacts (including, without limitation, on Milestone Deadlines), community impacts (including additional public involvement), safety and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance and operation, and real property impacts (i.e., impacts on the land or facilities of third parties (private owners, governmental entities, utility owners, railroads, as applicable));
- (h) Cost Savings: An estimate and detailed breakdown of any savings that would accrue to the Owner as a result of the ATC;
- (i) Time Savings: An estimate of any reduction in the time period necessary to design and construct the Project resulting from implementing the ATC, including a description of the methods the Proposer would use, as well as a schedule graphically showing how the ATC will reduce this time period;
- (j) Risks: A description of added risks to the Owner or third parties associated with implementation of the ATC (including, without limitation, with respect to post-construction, operation, maintenance, and tolling, if applicable, of the Project);
- (k) Quality: A description of how the ATC is equal to or better in quality and performance than the RFP requirements;

- (l) Costs: An estimate of the ATC implementation costs to the Owner, the DB Team and third parties;
- (m) Operations: Any changes in roadway or operation requirements associated with the ATC (including, without limitation, with respect to ease of operation);
- (n) Maintenance: Any changes in the anticipated maintenance requirements (during and post construction) associated with the ATC, including ease of maintenance;
- (o) Anticipated Life: Any changes in the anticipated life of the item comprising or affected by the ATC;
- (p) Right-of-Way: Confirmation that no additional right-of-way is required to implement the ATC;
- (q) Past Use: A description of other projects where the ATC has been used (if any), the success of such usage and names and contact information, including phone numbers and email addresses, for project owner representatives that can confirm such statements;
- (r) Intellectual Property: A description of any intellectual property issues that may prevent the Proposer from selling the ATC as part of the Work Product to the Owner.

3.2 Owner Review of Pre-Proposal Submission of ATCs

3.2.1 General

Owner may request additional information regarding proposed ATCs at any time and will, in each case, endeavor to respond to each Proposer regarding its ATCs within 14 days of receipt of the final submission of each individual, complete, and responsive ATC pursuant to Section 3.1.2.

Owner's responses will be limited to one of the following statements:

- (a) the ATC, as submitted, is acceptable for inclusion in the Proposal (with such conditions or requirements as may be identified, if any, by Owner in its response);
- (b) the ATC is not acceptable for inclusion in the Proposal;
- (c) the ATC is not acceptable in its present form for inclusion in the Proposal, but may be acceptable upon the satisfaction, in Owner's sole discretion, of certain identified conditions, identified by Owner in its response, all of which must be made through submittal of new ATCs and only if the original ATCs submittal was compliant within the deadline for submission of proposed ATCs identified in Section 1.4;
- (d) the submittal does not qualify as an ATC but may be included in the Proposer's Proposal without an ATC because it appears to be within the requirements of the RFP; or

- (e) the submittal does not qualify as an ATC and may not be included in the Proposal.

Owner will make a determination on whether to approve an ATC for inclusion in the Project. Owner's determination regarding any Proposer's ATC is conclusive as to the acceptability of an ATC for inclusion in the Proposal.

Approval of an ATC will constitute a change to specific requirements of the Project Standard(s) associated with the approved ATC for that specific Proposer. Each Proposer is responsible for ensuring that its Proposal complies with the requirements of the RFP, as modified by Owner's written determination with respect to any approved ATCs (including any conditions, modifications or other requirements identified by Owner).

Owner's rejection of a pre-Proposal submission of an ATC pursuant to this Section 3.2.1 will not entitle the Proposer to an extension of the Proposal Due Date or the date that the ATCs are due; provided, however, that the foregoing shall not limit Owner's sole right to modify the Proposal Due Date or any other date in connection with this procurement.

If a Proposer wishes to resubmit or modify an ATC after an Owner decision has been made, then if the ATC was not accepted under response (c) above, then Proposer shall resubmit the modified ATC with the same number, but annotating modification by attaching a letter to the ATC number (e.g., ATC 1, as modified is ATC 1A, then ATC 1B, etc., in alphabetical order). Resubmissions or modifications submitted after the date and time identified in Section 1.4 shall be limited to a maximum of up to ONE additional resubmission.

If the ATC submittal was rejected under response (b) or Owner stated that the submittal did not qualify as an ATC under responses (d) or (e), then Proposer shall submit a new ATC using a different ATC number no later than the date and time identified in Section 1.4.

Each Proposer, by submission of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to Owner's determinations regarding acceptability of ATCs for its Proposal or the acceptability of any other ATCs submitted by any other Proposer.

3.2.2 ATC Proposal Package Process

Included with the Proposer's Technical Proposal, the Proposer will submit to Owner a list of all approved ATCs that the Proposer has included in its Proposal ("**ATC Proposal Package**"); utilize Form P to list those Owner approved ATCs that are included in Proposer's Technical Proposal. The Proposer will not be allowed to include any ATC that has not been approved by Owner.

ATCs must be shown on, and in relationship to, the Schematic Plans required by Exhibit C.

3.2.3 Duty to Verify

Any Owner response that an ATC submission is acceptable for inclusion in the Proposal, and any conditions or requirements identified in such response, is particular to the submitted ATC. Proposers shall verify with Owner, by subsequent notice, prior to the deadlines with respect to ATC submissions specified in Section 1.4 whether any subsequent response by Owner to any new ATC (or response to a revised ATC regardless as to when submitted) that relies upon, contradicts, expands upon, makes assumptions or inferences with such new (or revised) ATC (or such conditions or requirements as Owner had imposed on its use) as a result of the prior ATC, requires further clarification, restriction, constraint, or other modification of either or both ATCs as a further condition of acceptability of either or both ATCs for inclusion in the Proposal. For avoidance of doubt, it is Proposer's duty, and not Owner's duty, to ensure that the Proposal, as incorporates the accepted ATCs, is responsive to the requirements of this RFP, and ATC approvals may not be used to justify deviations from the Project Standards that create, rather than resolve conflicts, ambiguities, or inconsistency among the Design-Build Documents.

3.3 Incorporation of ATCs into the DBA

Following selection of the Apparent Successful Proposer, the ATC Proposal Package that was incorporated in the Proposal by the Apparent Successful Proposer shall be incorporated into the Design-Build Documents. If the Owner has pre-approved any ATC by responding that the ATC was acceptable subject to certain conditions being met, including a condition of an Owner Re-evaluation Period, those conditions will become part of the Design-Build Documents. The Design-Build Documents will be conformed after identification of the Apparent Successful Proposer, but prior to execution of the DBA, to reflect the ATCs contained in the ATC Proposal Package, including any Owner conditions thereto.

Notwithstanding anything to the contrary herein, if the Apparent Successful Proposer does not comply with one or more Owner conditions of pre-approval of an ATC in the ATC Proposal Package, including obtaining any necessary third-party approvals, the Apparent Successful Proposer shall comply with the original requirements of the RFP without additional cost or extension of time as set forth in the DBA.

3.4 Disclosure of ATC Information

The Proposer shall not make any public announcement or disclosure to third parties concerning any ATC until after pre-approval (including conditional pre-approval) has been obtained. Following pre-approval (including conditional pre-approval), if a Proposer wishes to make any such announcement or disclosure, it must first notify the Owner in writing of its intent to take such action, including details as to date and participants, and obtain the Owner's prior written consent, in the Owner's sole discretion, to do so.

3.5 Third Party Approvals

If implementation of an ATC will require approval by a third party (e.g., a governmental authority), other than Governmental Approvals required for a reevaluation of the environmental document, the Proposer will have full responsibility for, and bear the full

risk of, obtaining any such approvals after award of the DBA and submission of data. If any required third-party approval is not subsequently granted with the result that the Proposer must comply with the requirements of the original RFP, the Proposer will not be entitled to any additional time or money.

3.6 Owner's Right to Modify

If the Owner determines, based on a proposed ATC or otherwise, that the RFP contains an error, ambiguity or mistake, the Owner reserves the right to modify the RFP through an Addendum to correct the error, ambiguity or mistake, regardless of any impact on a proposed ATC.

3.7 Status of ATC Information

Pursuant to Section 4.3 and subject to Section 2.3.3, Section 3.1, and Section 3.4, all information discussed and all materials submitted will be treated confidentially further to 23 C.F.R. § 636.209(b)(2) until the procurement of the Project has been completed, subject to Section 2.8.

3.8 RESERVED

SECTION 4.0 PROPOSAL CONTENT AND SUBMITTAL REQUIREMENTS

4.1 Format

To facilitate the evaluation, the Proposal shall be submitted in Bid Express® as described in Section 2.2.

Unless otherwise specified in this RFP, all submittals must be prepared in 8-1/2" x 11" portrait format, except as otherwise required (e.g., required forms in landscape format), and shall be prepared using no smaller than 11-point font size, except for tables, which may be prepared using no smaller than 10-point font size. Font and pitch of forms are to remain as published in this RFP. Some of the required documents have specified page limitations, as set forth in Exhibit B and Exhibit C. Owner may disregard submissions not complying with these page limitations. Documents may be single-spaced. Proposers shall not include standard corporate brochures, awards, licenses and marketing materials and the Owner will not evaluate such materials. Individual electronic file sizes shall not exceed 25 MB.

4.2 Contents and Organization

The submittals shall be organized in the same manner as described in this Section, utilizing the upload locations made available by Owner on Bid Express.

4.2.1 - Administrative Information Submittal

Each Administrative Proposal will contain the components described in Exhibit B, organized as directed under Exhibit B.

Any Financial Statements or updates to Financial Statements, as required for Proposers acting as a joint venture or partnership, shall be submitted electronically to the extent possible, including links to SEC filings. All links shall be listed on a PDF page attached to the relevant statement(s) for upload purposes.

4.2.2 - Technical Proposal

Each Technical Proposal will contain the components described in Exhibit C, organized as directed under Exhibit C.

In drafting the Technical Proposal, Proposers shall use the versions of any manuals, guidelines or specifications, including but not limited to those identified in the Project Standards, in effect as of the Proposal Due Date, unless expressly provided otherwise.

4.2.3 - Price Proposal

The Price Proposal should only consist of an electronic submittal containing the required components described in Exhibit D.

4.3 Submission of Proposals

4.3.1 Format

Each Proposer must submit all required fields in BidExpress®. Failure to complete required fields within the bid means bid is incomplete nonresponsive and will be disqualified.

No Proposal can be submitted after the specified time in Section 1.4. Proposers are solely responsible for ensuring that Proposals are complete and submitted through BidExpress®. All bidders must be on record with BidExpress® as being plan holders. All bids shall be submitted through BidExpress®. Paper bids are no longer accepted.

4.4 Disclosure of Proposals

No Proposal shall be made public until the procurement phase of the Project, including any evaluation, negotiations, award and execution of the DBA, has been completed.

Validity of Proposals

Proposals submitted and not withdrawn as of the Proposal Due Date shall be valid for a period of 90 days commencing on the Proposal Due Date. No Proposer shall withdraw its Proposal within the 90 day period, unless notified by the Owner that (i) the DBA will not be awarded pursuant to the RFP or (ii) the Owner has awarded the DBA to another Proposer, has received the executed DBA and other required documents, and does not intend to award the DBA to the Proposer that is requesting the withdrawal of the submitted Proposal.

Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

4.5 Bid Bond

All proposals shall be accompanied by an Electronic Bid Bond via BidExpress®, a Paper Bid Bond, or Certified Check delivered in a sealed envelope, indicating the project name and project number, to Cobb County Procurement Services Department 1828 West Oak Parkway, Marietta, Georgia 30062, BEFORE THE 12:00 NOON DEADLINE. Bid Bond shall be drawn in favor of the Board of Commissioners, Cobb County, Georgia, in the amount of five percent (5%) of the bid for the complete work.

4.6 Forfeiture of Bid Bond

Subject to Section 6.2.1, the Owner will retain the Bid Bond for all Proposers until the earlier of (a) execution of the DBA by the Owner and the eventual Design-Builder, (b) the Owner's cancellation of the procurement (by canceling this RFP) and (c) the conclusion of the Proposal validity period described in Section 4.4; after which the Owner will return the Bid Bond for each unsuccessful Proposer, except any Bid Bond drawn upon by the Owner. Further, the Owner will return the Bid Bond to the Apparent Successful Proposer after the Owner's receipt of the Payment and Performance Bonds.

The Proposer understands that any material alteration, as determined by the Owner in its sole discretion, of documents specified in this Section 4.0 including the Form of Bid Bond (Form D), will render the Proposal non-responsive, unless such alteration was authorized by the Owner in writing prior to the Proposal Due Date.

4.7 Cost of Preparing Proposal

The cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process shall be borne by the Proposer.

4.8 Non-Responsive Proposal

The Proposer shall submit a Proposal that provides all the information required by the RFP. If the Proposal does not fully comply with these requirements, the Owner may deem the Proposal non-responsive in which case the Proposer shall be disqualified from further consideration for award of the Project

Owner may also consider Proposals non-responsive and the Proposer disqualified from such further consideration for the following reasons:

- (a) if the Proposal is not submitted in the format specified in this RFP, is not signed (as and where required), is illegible or is incomplete;
- (b) if the Proposal otherwise, as determined in the Owner's sole discretion, includes any other item in an attempt to shift or otherwise modify the risk allocation in the DBA;

4.9 Forms

Where a member of the proposed Design-Build Team, including Proposer, fills more than one role identified as requiring the entity filling that role to submit one or more forms required for a responsive Proposal, then such member need only submit one form, noting on such form(s) all roles filled. For example, if the Proposer is also the Lead Contractor, then only one form – noting both roles – would be required.

4.10 Insurance Requirements

Proposers are cautioned to carefully review the minimum insurance requirements set forth in the DBA Documents, and to take these minimum requirements into account in putting together their Technical Proposal and Price Proposal.

SECTION 5.0 EVALUATION PROCESS AND CRITERIA

Upon receipt of the Proposals, the Owner will proceed with the selection process as generally described in the Design-Build Manual, as further detailed in this Section 5.0.

5.1 Responsiveness and Pass/Fail Evaluation

5.1.1 Generally

Each Proposal will first be reviewed by the Owner's Selection Review Committee for responsiveness to the requirements (e.g., submissions, content, completeness, etc.) under Section 4.8 of this RFP, and if responsive, then based on the pass/fail criteria set forth in this Section 5.1.

Each Proposer must submit a responsive Proposal and have satisfied each pass/fail requirement set forth in Sections 5.1.3 through 5.1.5 in order for the Owner to consider submitting Proposer's Price Proposal.

5.1.2 Responsiveness

Owner will exclude from substantive consideration and further participation in the procurement those Proposers that submit Proposals that the Owner determines are non-responsive as set forth in Section 4.8 and this Section 5.1, but the Owner will not call upon the Bid Bond. Proposers will be advised by the Contracting Officer of a determination of non-responsiveness. For avoidance of doubt, a Proposal found to be non-responsive has not "failed" but instead has been determined not to be eligible for further consideration, as more fully set forth in Section 4.8 and this Section 5.1, and a Proposal found to have failed any pass/fail criterion is not "non-responsive."

Responsiveness assessment of a Price Proposal will consist of verification of all items required, and as required to be presented and formatted, under Exhibit D, and only responsive Price Proposals will be further evaluated under the pass/fail requirements under Section 5.1.5.

5.1.3 Pass/Fail Requirements with respect to portions of the Administrative Information Submittal

If the Proposal is responsive, then the Owner, through the Selection Review Committee (or such other subcommittee as it may deem appropriate) will review the Administrative Information Submittal on a pass/fail basis against the following criteria:

- (a) The information provided in Form G as well as the other information pertaining to the business form of Proposer's proposed Design-Builder, and any Participating Members that will have joint and several liability under the DBA or that will provide a performance guaranty (including any joint venture agreement, partnership agreement, operating agreement, articles of incorporation, bylaws or equivalent documents) is consistent with the requirements of the Project and the Design-Build Documents and provides for continuation of Proposer in the event of bankruptcy or withdrawal of any of its Participating Members;

- (b) Proposer’s Form C, on behalf of itself, each Participating Member and Major Non-Participating Member, proposed consultant and proposed subcontractor, and their respective chief executives, directors, and other key personnel for the Project, identifies no material and unresolvable conflicts, as determined by the Owner’s sole discretion;
- (c) The letters provided pursuant to Form Z do not identify any material adverse information, as determined by the Owner’s sole discretion.
- (d) The submitted Form U is completed in accordance with Section B.2.1.15 of Exhibit B by a surety that meets the requirements set forth in the DBA;
- (e) The submitted Form X is completed in accordance with Section B.2.4 of Exhibit B by an insurer that meets the management and financial size category rating required in the DBA;
- (f) The responses, information, certifications, signed statements and documents provided with the Administrative Information Submittal does not otherwise identify any material adverse information, as determined by the Owner’s sole discretion.

For purposes of the qualitative evaluation under clauses (b), (c), (c) and (d) the Owner will evaluate each response under Section B.2.1 of Exhibit B using these pass/fail criteria:

Assessment	Criterion
Pass	The Administrative Information Submittal under clauses (a), (b), (c), (d), (e), and (f) above, as applicable, meets or exceeds the stated requirements and offers the required (or greater) level of quality.
Fail	The Administrative Information Submittal under clauses (a), (b), (c), (d), (e), and (f) above, as applicable, does not meet some or all of the stated requirements or does not offer the required level of quality.

5.1.4 Pass/Fail Requirements with respect to portions of the Technical Proposal

Either in parallel with review of the Administrative Information Submittal or after the Administrative Information Submittal is determined to have passed all pass/fail criteria, the Technical Proposal will be reviewed on a pass/fail basis against the following criteria:

- (a) Proposer has submitted GDOT Notice(s) of Professional Consultant Qualification for the “Prequalified Area Classes” identified in Section 1.10.2;
- (b) and Proposer’s responses to Section C.3 of Exhibit C otherwise meets the Owner’s minimum requirements for satisfactory approach to the Project and
- (c) The responses, information, certifications, signed statements and documents provided with the Technical Proposal otherwise meets the Owner’s minimum

requirements for satisfactory approach to the Project and do not identify any material adverse information, as determined by the Owner in its sole discretion.

For purposes of the qualitative evaluation under clauses (b) and (c), the Owner will evaluate each narrative response under Sections C.3 and C.1 of Exhibit C using these pass/fail criteria

Assessment	Criterion
Pass	The Technical Proposal under clause[s] (b) and] (c) above, as applicable, meets or exceeds the stated requirements and offers the required (or greater) level of quality.
Fail	The Technical Proposal under clause[s] (b) and] (c) above, as applicable, does not meet some or all of the stated requirements or does not offer the required level of quality.

5.1.5 Pass/Fail Requirements with respect to portions of the Price Proposal

If the Price Proposal is responsive, portions of the Price Proposal will be reviewed on a pass/fail basis against the following criteria:

- (a) RESERVED;
- (b) The submitted Form D is properly executed and in the amount described in Form D; and
- (c) The submitted Form F conforms with the constraints identified in the notes at the end of the form itself.

For purposes of the foregoing qualitative evaluations, the Owner will evaluate each response under Section D.3 of Exhibit D using these pass/fail criteria:

Assessment	Criterion
Pass	The Price Proposal submittals listed under clauses (a), (b), and (c) each meet or exceed the stated requirements and offers the required (or greater) level of quality.
Fail	The Price Proposal submittals listed under clauses (a), (b), and (c) do not meet some or all of the stated requirements or do not offer the required level of quality.

5.2 Proposal Evaluation

Owner will evaluate each responsive Proposal meeting all the “pass/fail” qualification requirements in Section 5.1. Once the Owner has evaluated the Proposals in

accordance with Section 5.2.1, the Owner will determine which Proposal is the Apparent Successful Proposer in accordance with Section 5.2.2.

5.2.1 Technical and Financial Evaluations

(a) Technical Proposal Evaluation Process / Guidelines

If the Proposal is responsive, the Administrative Information Submittal passes all pass/fail criteria in Section 5.1.3, the Technical Proposal passes all pass/fail criteria in Section 5.1.4, and the Price Proposal passes all pass/fail criteria in Section 5.1.5, then the Apparent Successful Proposer will be selected by evaluation of Form F of the Price Proposal.

5.2.2 Selection of Apparent Successful Proposer

The Apparent Successful Proposer will be the Proposer with a responsive Technical Proposal that passes all pass/fail criteria, and whose responsive Proposal reflects the lowest Contract Sum. Reasonableness of the bid Contract Sum is a post-selection, but pre-execution of the DBA, activity further to Section 6.0.

SECTION 6.0 AGREEMENT AWARD AND EXECUTION

6.1 No Obligation to Award; Price Reasonableness; Proposal Schedule Reasonableness

Owner shall be under no obligation to award the Project to any Proposer or to award the Project. Owner may, in its sole discretion, conduct a price reasonableness assessment of the Apparent Successful Proposer's Form F submission. Owner's determination that the bid Contract Sum is not reasonable is likewise in Owner's sole discretion.

Owner may conduct a reasonableness assessment of the Apparent Successful Proposer's Proposal Schedule submissions, and Owner determination that the Proposal Schedule is not reasonable is likewise in Owner sole discretion.

Any such determination shall automatically afford Owner the option to turn to Proposer with the next lowest-price and responsive Proposal to consider for award and execution further to this Section 6.0.

6.2 Award and Execution

Without limiting Owner's rights under Section 6.1, unless the Owner rejects all Proposals or cancels this procurement, the Owner shall select as the "**Apparent Successful Proposer**" the Proposer with the lowest-price responsive Proposal, taking into consideration the evaluation criteria and procedures set forth in Section 5.0 and Exhibit E. Owner's selection of Apparent Successful Proposer shall be deemed to have occurred upon public notification of such selection.

Following such selection of Apparent Successful Proposer, the Owner and the Apparent Successful Proposer shall finalize the executable versions of the Design-Build Documents, including approved ATCs, if applicable, filling in blanks and inserting information that the forms of the Design-Build Documents indicate is required from the Proposal.

Notwithstanding selection of the Apparent Successful Proposer, the following are conditions to final award of the DBA:

- (a) successful negotiation of the Design-Build Documents, as determined in Owner's sole discretion;
- (b) determination that the Proposer's proposed Contract Sum is reasonable;
- (c) Concurrence in award by GDOT and FHWA;
- (d) receipt by the Owner of all documents and other information as required prior to execution of the DBA, as determined in Owner's sole discretion;
- (e) review and indexation of the Detailed Cost and Pricing Data in accordance with Section 6.2.2; and
- (f) any other conditions as may be required, or processes for selection completed, under the Design-Build Manual.

Proposers acknowledge that the Owner shall have the right to require Proposers to hold each of their respective Price Proposals for a period not to exceed 30 additional days (i.e., up to 120 days after the Proposal Due Date), by written notice to the Proposers prior to expiry of the original 90 day validity period

6.2.1 Delivery and Execution of Design-Build Documents;

- (a) Reserved
- (b) Within 10 days following receipt of the Notice of Intent to Award from Owner, the Apparent Successful Proposer shall provide the following to Cobb DOT, 1890 County Services Pkwy, Marietta, GA 30008, unless expressly stated otherwise:
 - 1. Executed Insurance Policies required prior to commencement of the Design Work under the DBA for the Owner's review and approval (Proposers are advised that Owner will not execute DBA until all insurance policies are received and satisfactory of all requirements set forth in the DBA).
 - 2. Notification to the Owner in writing of the:
 - a. name and email address of the officer of the company who will sign the contract, accompanied by documentation acceptable to Owner demonstrating such individual's authority to bind the Proposer (e.g. corporate resolution, articles of incorporation, operating agreement, or other applicable authorization documents);
 - b. company E-Verify™ number;
 - c. name of Proposer's Surety for Performance and Payment Bonds required by the DBA (if different from the Surety who executed the Bid Bond); and
 - d. name, email address and telephone number of Proposer's bonding agent who will execute as attorney in fact on behalf of the Surety/ies.
 - 3. Evidence of the approval of the final form of Design-Build Documents and of due authorization, execution, delivery, and performance of the DBA by Design-Builder (by resolution of a company, corporation, general partnership (as certified by the appropriate officer, member, or partner, and if a joint venture, such a resolution from each member of the joint venture));
- (c) Prior to execution of the DBA, the Apparent Successful Proposer shall deliver fully executed, compliant hard copy Payment and Performance Bonds (Proposers are advised that Owner will not execute DBA until all bonds are received and satisfactory of all requirements set forth in the DBA). Refer to Section 4.6 for information regarding return of the Apparent Successful Proposer's Proposal Bond.

Should the Apparent Successful Proposer fail to comply with any of the requirements in this Section 6.2.1, the Owner may, in its sole discretion, call upon the Apparent Successful Proposer Proposal Bond in its entirety, provided that Proposer's time period to satisfy the requirements of this Section 6.2.1 shall be extended by the period of delay in the Proposer's ability to execute the DBA solely and directly caused by the issuance of a temporary restraining order or other form of injunction by a court with jurisdiction that prohibits prosecution of any portion of the Project.

If any hardcopies will be delivered to the Owner via overnight express service (e.g., FedEx, UPS, etc.), Proposer must notify the Contracting Officer with tracking information at the Project email listed in Section 2.2.1 the day the submittal is sent.

It is contemplated that the Owner will execute the DBA no later than 90 days after the Proposal Due Date, if not extended under Section 6.2, following ultimate selection of the Apparent Successful Proposer, subject to such Apparent Successful Proposer's compliance with the terms of this Section 6.2.1.

6.2.2 Review of Detailed Cost and Pricing Data

Owner (and any designee) shall be entitled to access and jointly review (with the Apparent Successful Proposer) the Detailed Cost and Pricing Data of the Apparent Successful Proposer following notification of award. Owner's review shall be limited to assessing the completeness and accuracy of the Detailed Cost and Pricing Data and not to study the content of the Detailed Cost and Pricing Data itself. Owner and the Apparent Successful Proposer will jointly develop and countersign a detailed index and catalogue of the contents of the Detailed Cost and Pricing Data.

If following initial review, the Owner determines that the Detailed Cost and Pricing Data is incomplete, then, the Owner may, as a condition to execution of the DBA, require the Apparent Successful Proposer to supply the missing information, and the Owner and the Apparent Successful Proposer will review the index and catalogue accordingly.

6.2.3 Initial Successful Proposer's Failure to Comply

If the initial Apparent Successful Proposer fails to comply with the requirements of Section 6.2.1, the Owner may (in its sole discretion) award the DBA to the Proposer whose Proposal was the next lowest priced, responsive proposal; cancel the procurement, re-advertise and complete the work under a different contract; cancel the Project; or pursue any other option it chooses.

6.3 Debriefing of Unsuccessful Proposers

Owner will debrief unsuccessful Proposers upon their written request in accordance with the Design-Build Manual. Requests must be submitted to the Contracting Officer within 30 calendar days of the Owner's posting of the Notice of Award to the Georgia Procurement Registry. Email requests are considered acceptable.

SECTION 7.0 NON-RESPONSIVE TECHNICAL PROPOSAL PROCEDURES

7.1 Owner's Responsibilities

In the event the Owner deems a Proposer's Technical Proposal non-responsive, the Owner shall, within ten Business Days of such determination, provide each non-responsive Proposer a written explanation as to the reason(s) that their Technical Proposal was deemed non-responsive. An email is considered a proper written notification.

7.2 Proposer's Responsibilities

Upon receipt of the Owner's written explanation, the Proposer shall have five Business Days to request the Owner reconsider the non-responsiveness determination. The Proposer's request shall be in writing to the Contracting Officer; shall clearly state the reasons the Proposer believes that the Owner's determination is in error; and shall include supporting documentation as the Proposer deems appropriate.

7.3 Technical Proposal Resolution

Upon the Owner's receipt of a Proposer's written request for reconsideration of the non-responsiveness determination, the Owner will respond in writing within three Business Days with a final determination or an estimate of when a final determination will be made.

7.4 Time Frames

The time frames included are approximate and may be modified by the Owner.

7.5 Costs and Damages

All costs for requests for the Owner to reconsider the non-responsiveness determination shall be the responsibility of the Proposer and shall be undertaken at the Proposer's expense.

SECTION 8.0 THE COUNTY'S RIGHTS AND DISCLAIMERS

8.1 Owner's Reserved Rights

In connection with this procurement, in addition to other rights expressly reserved in this RFP, the Owner reserves to itself all rights (which rights the Owner may exercise in its sole discretion) expressly stated herein (in addition to those stated in this Section 8.1) as well as those available to it under applicable Law, including without limitation, with or without cause, and with or without notice, the right at any time to:

- (a) issue addenda, supplements, and modifications to this RFP;
- (b) modify the procurement or documentation described in this RFP for any reason or no reason;
- (c) develop the Project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the Project;
- (d) increase/add to or decrease/delete from Proposer responsibilities submission of information required under, this RFP, and to increase/add to, or decrease/delete the information contained in this RFP;
- (e) increase, reduce, add or delete any requirement or other item in this solicitation as deemed necessary;
- (f) cancel this RFP in whole or in part at any time prior to the execution by the Owner of the DBA when it is determined to be in the best interest of the Owner to do so, without incurring any cost obligations (except as otherwise set forth in this RFP) or liabilities to the Proposer or any of the proposed Design-Build Team;
- (g) issue a new request for proposals or request for qualifications after withdrawal of this RFP;
- (h) not enter into a DBA; or otherwise not proceed with the procurement;
- (i) change the dates and/or times indicated or projected in the procurement schedule in Section 1.4;
- (j) seek or obtain information or data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;
- (k) appoint bid, technical, responsiveness, and other evaluation committee(s) and subcommittee(s) to review Proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- (l) make independent calculations with respect to numbers and calculations submitted in a Proposal;
- (m) require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal;

- (n) further investigate the qualifications of any Proposer (or member of Proposer's team) under consideration; require additional evidence of qualifications to perform the Work;
- (o) negotiate with a Proposer without the Owner being bound by any provision of a Proposer's Proposal;
- (p) waive minor nonconformities, minor irregularities, technicalities, clerical mistakes that are unrelated to the substantive content of the Proposal and otherwise do not directly affect the ability to fairly evaluate the merits of the Proposal or omissions with any requirements of this RFP, deficiencies in a Proposal, permit clarifications or supplements to a Proposal, if deemed in the best interest of the State;
- (q) disqualify the Apparent Successful Proposer and award the Project to the next Proposer's Proposal with the next lowest Price Proposal (with qualifying Technical Proposal), and so forth, in the event that errors, omissions, non-minor nonconformities, or non-minor irregularities in the lowest Price Proposal exist;
- (q) reject any and all submittals, responses, and Proposals, including for non-responsiveness to or non-compliance with the RFP requirements or for violation of Section 2.2.2;
- (r) terminate evaluations of Proposals;
- (s) disqualify any Proposer that changes its Proposal after submission without the Owner's approval;
- (t) disqualify any Respondent from the procurement for violating any rules or requirements of the procurement specified in this RFP, applicable Law, or any other communication from the Owner, including specifically investigating and declaring a Conflict of Interest, and to take all actions that the Owner deems appropriate as allowed under applicable Laws and the Owner's policies;
- (u) adjust the terms of, or not pursue other financing or public funding for the Project;
- (v) design, develop, or construct some or all of the Project itself or through another State or local government entity or entities, or with a third party of the Owner's choice;
- (w) disagree with Proposer's assessment regarding a trade secret in the interest of maintaining a fair process or complying with applicable Law, including Section 2.8;
- (x) disclose information submitted to the Owner as permitted by applicable Law or this RFP;
- (y) exercise any other right reserved or afforded to the Owner under this RFP and applicable Law;

- (z) exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in light of all circumstances prevailing at the time that the Owner considers to be relevant;
- (aa) modify electronic document file names;
- (bb) offer a Proposer the opportunity to cure any failure to meet required financial qualifications by providing a guaranty of the Design-Builder's obligations under the DBA by a third party;
- (cc) perform a price and Proposal Schedule reasonableness assessment(s)
- (dd) suspend and terminate the procurement at any time;

8.2 Disclaimers

The RFP does not commit the Owner to enter into the DBA or any other agreement or contract, nor does it obligate the Owner to pay for any costs incurred in preparation and submission of Proposals or in anticipation of the Design-Build Documents. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

In no event shall the Owner be bound by, or be liable for, any obligations regarding the Work or the Project until such time (if at all) as the Design-Build Documents have been executed, authorized and delivered.

In submitting a Proposal in response to the RFP, the Proposer is specifically acknowledging these disclaimers.

EXHIBIT A

ACRONYMS AND DEFINITIONS

Capitalized terms and acronyms used, but not defined in this Instructions to Proposers (including Exhibits), have the meanings given in DBA Exhibit 1. Capitalized terms and acronyms used within each RFP form have the meanings ascribed in the form. Capitalized terms and acronyms defined in this Instructions to Proposers (including Exhibits) have the meanings given herein, notwithstanding definition and use of the same term in DBA Exhibit 1, with some such definitions referring to the term as defined in the Design-Build Manual

“Administrative Information Submittal” means that portion of the Proposal delivered pursuant to the requirements in Exhibit B.

“Alternative Technical Concept” or **“ATC”** is defined in Section 2.5.

“Addendum” is defined in Section 1.1.

“Apparent Successful Proposer” is defined in Section 6.2.

“ATC Proposal Package” is defined in Section 3.2.2. The ATC Proposal Package will be the ATC Supplement under the DBA, as finally determined.

“Authorized Representative” means that individual person identified to the Owner in Proposer’s (as Respondent’s) submission under the RFP, or such subsequent individual person identified to the Owner pursuant to the terms. Upon submission of a Proposal, the “Authorized Representative” is the individual person identified in the Proposal.

“Bid Express®” means the electronic bidding system that Owner uses for solicitations. **B2437 – Johnson Ferry Road at Shallowford Road Intersection Improvements**.

“Bid Bond” is defined in Exhibit D and in the form provided in Form D.

“Bridging Documents” means the preliminary design materials, including but not limited to plans, drawings, reports, specifications, and other information prepared by or on behalf of the Owner and provided to the Design-Builder for reference.

“Business Day” means any day that is not a Saturday, a Sunday, a State of Georgia public holiday or a federal public holiday.

“Category 1, 2, or 3 Questions” are each defined in Section 2.3.1.

“Cobb DOT” means the Cobb County Department of Transportation.

“CFO” is defined in Section B.2.3(d).

“Conflict of Interest” is defined in the Design-Build Manual.

“Contract Sum” means the sum of General, Design Services, and Construction, as specified on the Proposal Schedule of Values on Form F, submitted with the Price Proposal.

“Contracting Officer” is defined in Section 2.2.1.

“**County**” means Cobb County, Georgia.

“**DBA**” means the Design-Build Agreement of the Project and defined in Section 1.1.

“**DBE**” is defined in Section 1.8.

“**Design-Build Manual**” means The State of Georgia, Department of Transportation, Design-Build Manual, as may be amended from time to time.

“**Design-Build Team**” or “**DB Team**” is defined in the Design-Build Manual.

“**Design-Builder**” means the counterparty to the County under the DBA, which is intended to be the Apparent Successful Proposer (or otherwise as determined under this RFP) and, with its Major Non-Participating Members, Contractors, and Subcontractors, comprises the “Design-Build Team” under Rule 672-18 and the Design-Build Manual.

“**FHWA**” means the Federal Highway Administration.

“**Financial Statements**” means the items listed in Section B.2.2.

“**GDOT**” means the Georgia Department of Transportation.

“**IFRS**” means the International Financial Reporting Standards.

“**JV**” means joint venture.

“**Lead Contractor**” means the Contractor identified as such in a Proposer’s Proposal.

“**Lead Design Consultant**” means professional service-provided identified as such in a Proposer’s Proposal.

“**Letting**” means the Proposal Due Date.

“**Major**” means, in the context of classification of subcontractors or subconsultants, those subcontractors or subconsultants that will perform a substantial part (anticipated at 10% or more) of the Design-Build services. “Major Non-Participating Members” are not subcontractors or subconsultants.

“**Major Non-Participating Member**” means a Proposer’s Lead Contractor and Lead Design Consultant. If either of these entities are a Participating Member, then that entity is not a Major Non-Participating Member. Major Non-Participating Members are part of the “Design-Build Team” under Rule 672-18.

“**Notice of Award**” means the notice prepared by Owner and published identifying the ultimate Apparent Successful Proposer, to be (or its affiliate to be) the Design-Builder.

“**O.C.G.A.**” means the Official Code of Georgia Annotated.

“**Open Records Laws**” is defined in Section 2.8.

“**Organizational Chart**” has the meaning set forth in Section C.5.

“**Other Financial Capacity Information**” means the items listed in Section B.2.3.

“**Owner**” means Cobb County, GA

“**Participating Member**” means (a) if the Proposer is a joint venture, partnership, or limited liability company, each member of the joint venture, partnership or limited liability company; or (b) if the Proposer is a corporation or other corporate entity, the Proposer.

“**Preconstruction Engineer**” means the Cobb DOT Preconstruction Engineer

“**Price Proposal**” means that portion of the Proposal delivered pursuant to the requirements in Exhibit D.

“**Proposal**” is defined in Section 1.5. Generally, the Proposal consists in the Administrative Information Submittal, the Technical Proposal, and the Price Proposal.

“**Proposal Commitments**” is defined in Section 1.5.3.

“**Proposal Due Date**” is defined in Section 1.4.

“**Proposal Schedule of Values**” means the Proposal SOV, as defined under DBA Exhibit 1, set forth on a Proposer’s submitted Form F.

“**Questions**” is defined in Section 2.3.

“**RFP Documents**” is defined in Section 1.2.

“**Schematic Plans**” means Design-Builder’s Schematic Plan of Project, as defined in the DBA, as included in the Proposal.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Selection Review Committee**” means the committee of Owner’s representatives who will determine responsiveness, reviews Administrative, Technical and Price Proposals for compliance with Pass/Fail requirements, and determines Apparent Successful Proposer based on responsive Proposal that passes all pass/fail criteria and reflects the lowest Contract Sum.

“**Statement of Disclosure**” means the Statement of Disclosure (Conflict of Interest), Form C to the RFP

“**State**” means the state of Georgia.

“**State Transportation Board**” means the State Transportation Board of Georgia.

“**Technical Proposal**” means that portion of the Proposal delivered pursuant to the requirements in Exhibit C.

EXHIBIT B

ADMINISTRATIVE INFORMATION SUBMITTAL REQUIREMENTS

B.1. General Instructions

This Exhibit B describes the required information and submission format regarding the Administrative Information Submittal, which generally is that component of the Proposal that contains all of the following submittals. Proposers shall submit the administrative information required by this Exhibit B, separated, organized as follows, and labeled as directed in Exhibit H.

B.2. Contents of the Administrative Information Submittal

Proposers are to provide all information set out in this Exhibit B.

The Administrative Information Submittal shall consist of the Proposer information, certifications and documents (including required forms), as set forth in greater detail as follows.

If required due to the Proposer being a single purpose entity or joint venture, Financial Statements and Other Financial Capacity Information shall be submitted electronically in accordance with Section B.2.2 and Section B.2.3.

B.2.1 Proposer Information, Certifications and Documents

B.2.1.1 List of Trade Secret Information

If deemed applicable by the Proposer, the Proposal shall include a page executed by the Proposer that sets forth the specific items the Proposer deems trade secrets protected from public disclosure under the Open Records Laws, as detailed in Section 2.8. Proposer's designation of such items as "trade secret" will not be binding on the Owner or determinative of any issue relating to whether such records are required to be released or not. In no event will Owner, Cobb DOT, or any of their Constituents be liable to a Proposer or Proposer's Authorized Representatives for the disclosure of all or a portion of the Proposal submitted in response to the RFP.

If the Proposer determines it does not have any specific items it wishes to designate as "trade secret", Proposer shall include a statement affirmatively declaring the inapplicability of this submission as part of its Administrative Information Submittal.

B.2.1.2 Reserved

B.2.1.3 Non-Collusion Affidavit – Form B

The Proposal shall include Form B, certifying that the Proposal is not the result of and has not been influenced by collusion. Note that multiple parties are required to execute copies of Form B. Proposers are instructed to duplicate or modify Form B as necessary so that it accurately describes the entity making the Proposal and so that it is signed by all Participating Members and Major Non-Participating Members.

B.2.1.4 Statements of Disclosure (Conflict of Interest) – Form C

Pursuant to Section 1.6.3, the Proposal shall include a Statement of Disclosure describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest, in such format set forth in Form C. Note that multiple parties are required to execute copies of Form C. Proposers are instructed to duplicate or modify Form C as necessary so that it accurately describes the entity making the disclosure and so that it is signed by all Participating Members and Major Non-Participating Members, proposed consultants and proposed subcontractors.

B.2.1.5 Participating Members, Contractors and Key Personnel Commitment – Form G

The Proposal shall include a completed Form G confirming the identity, current availability, and commitment to the Project of the Participating Members, Major Non-Participating Members and Key Personnel that the Proposer represents will form the Design-Build Team.

B.2.1.6 Equal Employment Opportunity Certification – Form H

The Proposal shall include an executed copy of Form H, regarding participation in contracts subject to federal equal employment opportunity requirements. Note that the Proposer, Participating Members, Major Non-Participating Members and proposed Contractors are required to execute copies of Form H.

B.2.1.7 Buy America Certification – Form J

The Proposal shall include an executed copy of Form J-1, regarding federal “Buy America” requirements and an executed copy of Form J-2, regarding “Build America, Buy America Certificate of Compliance for Construction Materials” requirements

B.2.1.8 Certification Regarding Lobbying – Form K

The Proposal shall include an executed copy of Form K, regarding use of contract funds for lobbying.

B.2.1.9 Debarment and Suspension Certification – Form L

The Proposal shall include an executed copy of Form L, regarding debarment and suspension of contractors.

B.2.1.10 Reserve

B.2.1.11 Contractor’s Affidavit and Agreement – Form E

The Proposal shall include an executed copy of Form E, regarding compliance with the Georgia Security and Immigration Compliance Act and participation in the Employment Eligibility Verification Program for the Lead Contractor.

B.2.1.12 Drug Free Workplace – Form S

The Proposal shall include an executed copy of Form S, regarding Drug Free Workplace. Note that multiple parties are required to execute copies of Form S. Proposers are instructed to duplicate or modify Form S as necessary so that it accurately describes the entity making the certification and so that it is signed by Participating Members and Major Non-Participating Members.

B.2.1.13 Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy – Form T

The Proposal shall include an executed copy of Form T, regarding compliance with sexual harassment prevention.

B.2.1.14 Approvals of Participation on More than One Proposer Team

The Proposal shall include a copy of the letter(s) (if any) issued by the Owner approving participation of an individual or entity on more than one Proposer team. Such approval is required under Section 1.6.5. Proposer shall include with any such letter(s) the name of the other Proposer team and what, if any, steps were agreed to protect the integrity of the procurement.

B.2.1.15 Surety Certification and Acknowledgment – Form U

The Proposal shall include a properly completed Form U pertaining to the bonding surety’s activities and commitment to provide the P&P Bonds, with current, dated power of attorney for the signatory to sign on behalf of the surety. Surety Company must be accepted by the U. S. Department of the Treasury and listed in Department Circular 570.

B.2.1.16 Financial Capacity, Strength, and Ability Certificate - Form Z

The Proposal shall include all letters required under Form Z.

B.2.1.17 Draft Single Purpose Entity Corporate Formation Documents

If Proposer contemplates the creation of one or more single purpose entities as the party to execute the DBA, the Proposal shall include a statement acknowledging that the organizational documents for the single purpose entity(ies) will be provided in accordance with Section 6.2.1 and the Proposal shall include applicable draft documents for such entity.

B.2.1.18 Executed Copy of Partnering/Consortium Agreement

If the Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up the Proposer have not executed a teaming agreement, a summary of the key terms of the anticipated agreement.

B.2.1.19 GDOT Certificate(s) of Qualification

Proposer shall, and shall cause each Participating Member, as well as cause the Lead Contractor (or each of its joint venture or joint bidder members) and the Lead Design Consultant (or each of its joint venture or joint bidder members) to include in the Technical Proposal GDOT Certificate(s) of Qualifications, which must be current by Proposal Due Date stated in Section 1.4.

All Proposers submitting bids in excess of \$2,000,000.00 shall be prequalified with the Georgia Department of Transportation (GDOT). All Proposers submitting bids \$2,000,000.00 or less shall be registered subcontractors or prequalified with GDOT. All Participating Members shall be registered or prequalified with GDOT.

B.2.1.20 Qualifications Package

The qualifications package shall include:

- (a) A matrix showing the required Area Class(es) listed in Section 1.10 held, by firm, for the Lead Contractor and Lead Design Consultant(s) and subconsultants.
- (b) A copy of the “GDOT Notice to Professional Consultant Qualifications” for each firm that meets one or more of the required area classes. The Notice must be current by the Proposal Due Date stated in Section 1.4.
- (c) A copy of the Lead Contractor’s “GDOT Certificate(s) of Qualification”. A Lead Contractor may be joint bidders as permitted by Rule 672-5-.13, or a joint venture (JV), all subject to the submittal requirements identified in this RFP. Such Certificate(s) must be current on or by the Proposal Due Date stated in Section 1.4.

For joint venture entities that do not have a “GDOT Certificate of Qualification” as a joint venture and for joint bidder submittals, each entity must submit its qualifications separately.

- (d) The Proposer shall complete and submit Form BB (Certification Form) for the Lead Contractor and the Lead Design Consultant, in each case which shall include one for each JV member, or one for each joint bidder, as applicable, and provide a notarized copy(ies) in the electronic Proposal package.
- (e) The Proposer shall provide basic company information for the Proposer, the Lead Contractor and for the Lead Design Consultant by submitting a completed Form DD (Basic Company Information) for each such entity. For JV entities that have not undertaken at least two projects together, each entity should submit its qualifications separately. Each Form DD shall be no more than one page each.
- (f) The Proposer shall also provide a completed Form EE (Industrial Safety Record) for each of the Lead Contractor and any Major subcontractor anticipated to perform any construction work for the Project, if selected, in each case not to exceed two pages for each firm.

- (g) A properly completed Form FF (Resume Form) containing resume information pertaining to each Key Personnel position (as identified on Form G) including but not limited to:
- i. Education
 - ii. Registration (as applicable and as identified on Form G)
 - iii. Years of experience by major role or assignment (list as “From (month/year) – To (month/year)”). A minimum of ten (10) years of experience is required for each Key Personnel position

B.2.2 Financial Statements (For Single Purpose Entities, Joint Ventures, and Guarantor(s) Only)

Subject to Section B.2.3(b) below, the Administrative Information Submittal shall include electronic financial statements to the extent available for the Proposer, the Participating Members, any Guarantor(s), and, if applicable, any joint venturers that include Major Non-Participating Members, for all periods subsequent to those statements previously submitted to the Owner during the procurement.

These subsequent statements must be audited by a certified public accountant in accordance with U.S. Generally Accepted Accounting Standards (GAAP), International Financial Reporting Standards (IFRS) or accompanied by a letter in the form specified in paragraph (f) below.

Financial statements shall be provided in U.S. Dollars where practicable, but financial statements in other currencies will be allowed if the conversion rates for each exhibit are clearly stated and can be confirmed. If audited financial statements are not available for a Participating Member, Major Non-Participating Member, or Guarantor(s), the Administrative Information Submittal shall include unaudited financials for such member, certified as true, correct and complete by the chief financial officer or treasurer of the entity.

If audited financial statements are not available, the Administrative Information Submittal shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief financial officer or treasurer of the entity.

The financial statements, whether for the most recent completed fiscal year or for the period since the most recent completed fiscal year, must include the following:

- (a) Opinion Letter (Auditor's Report).
- (b) Balance Sheet.
- (c) Income Statement.
- (d) Statement of Changes in Cash Flow.
- (e) Notes to the financial statements.

- (f) If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from the certified public accountant of the applicable entity, addressing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS, and the financial impact thereof. A restatement of the financial information in U.S. GAAP or IFRS is not required.

B.2.3 Other Financial Capacity Information (For Single Purpose Entities, Joint Ventures, and Guarantor(s) Only)

- (a) **Newly Formed Entity** - If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Participating Members and Major Non-Participating Members (if any) and, if applicable, any joint ventures making up the Major Non-Participating Members, shall be sufficient (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements – but shall nonetheless provide sufficient background information on such entity – i.e., organizational, legal, ownership structure, initial funding, purpose, etc.).
- (b) **SEC Filings** - If any entity is required under the terms of this RFP to submit financial information also files reports with the Securities and Exchange Commission (SEC), then such reports shall be provided through a copy of their annual report on Form 10-K. Also, for all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed 10-K. If any of these reports have previously been submitted to the Owner during the procurement, they are not required to be resubmitted.
- (c) **Credit Ratings** - Credit ratings must be supplied for the Proposer, each Participating Members, each Major Non-Participating Members (if any), each joint venturer making up the Major Non-Participating Members (if applicable), and each Guarantor, to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity. If the ratings have been submitted and not changed (and there has not been a change on the rating outlook either, i.e., positive, neutral or negative), there is no need to resubmit.
- (d) **Material Changes in Financial Condition** - A letter from the chief financial officer (“**CFO**”) or treasurer of the Proposer, each Participating Member, each Major Non-Participating Member (if any), each joint venturer making up the Major Non-Participating Members (if applicable) and each Guarantor, in each case providing information on any material changes in financial condition of such entity and, if applicable, its direct or indirect parent entities, since submission of the Proposers financial statements in connection with prequalification application. Additionally, Proposers shall be required to provide updated financial information following the Proposal Due Date if the dissemination of such information is permitted by Law.

At the discretion of the Owner, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in

detail, the likelihood that the developments will continue during the period of performance of the project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the project from any recent material adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the periods between submission of initial financial statements and the most recent completed periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

The following list identifies certain items that the Owner would consider a material change in financial condition. This list is intended to be indicative only.

List of Indicative Material Changes:

1. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity.
2. A downward change in tangible net worth of 10% of shareholder equity.
3. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity.
4. A downward change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity.
5. Non-payment of any debt service.
6. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed loan stipulations, or additional credit support from shareholders or other third parties.
7. The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 200 positions or involving the disposition of assets exceeding 10% of the then shareholder equity.

8. Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition since submission of the SOQs or may be pending for the next reporting period.
- (e) **Letter of Parent Company Support** - Where a Participating Member or Major Non-Participating Member of a Proposer team is a subsidiary of another company, provide a letter from the parent company, signed by a parent company officer, confirming their intention to support the subsidiary's participation in the Project. This letter must clearly state that the parent company will provide the financial support and human resources needed by the subsidiary to successfully carry out the Project.
- For avoidance of doubt, the letters of parent company support are not the guaranties.
- (f) **Off-Balance Sheet Liabilities** - A letter from the CFO, treasurer or certified public accountant for each entity for which financial information is submitted, identifying all material off balance sheet liabilities.
- (g) **Non-recourse financing** - A letter from the CFO, treasurer or certified public accountant for each entity for which financial information is submitted, identifying the amount of non-recourse financing on the balance sheet.

The information required under this Section B.2.3 shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in the Proposer's organization (i.e., Participating Member, Guarantor, etc.).

B.2.4 Insurance Letter – Form X

The Administrative Information Submittal shall include a letter from an insurer, who meets the management and financial size category rating required in the DBA, dated no earlier than ten (10) days prior to the Proposal Due Date, substantially in the form of Form X.

B.3. No Contract Sum Information

NO PART OF THE ADMINISTRATIVE INFORMATION SUBMITTAL (INCLUDING, WITHOUT LIMITATION, DELIVERABLES UNDER SECTIONS B.2.1.15, B.2.1.16, B.2.1.17, OR B.2.1.18) SHOULD CONTAIN THE PROPOSER'S PROPOSED CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH CONTRACT SUM TO BE CALCULATED.

EXHIBIT C

TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

The Proposer shall submit the Technical Proposal in accordance with this Exhibit C. The Technical Proposal shall be separated, organized as follows, and labeled as directed in Exhibit H. Proposers shall not amend the order or change the section headings. The Technical Proposal shall be limited to an aggregate of 20 pages, including the technical approach and the narratives (i.e., the construction staging and traffic management narrative, project management approach narrative, and Proposal Schedule narrative), except those items that are expressly stated herein as not counted toward the page limit. Charts, graphs, figures and matrices may be submitted using 11X17-inch format. Such 11X17-inch sheets will be counted as one page. Multiple charts, graphs, figures or matrices may be provided on each 11x17-inch sheet. All other pages shall be on 8-1/2 X 11-inch sheets.

Appendices and exhibits containing graphs, any matrices and pertinent data, the Proposal Schedule (exclusive of the Proposal Schedule narrative), Schematic Plans, and Organizational Chart will not be counted as part of the page limit.

Dividing sheets/electronic tabs will not count toward the maximum page limit, provided they do not include any additional qualitative information for the Proposal.

C.1. Technical Proposal

Owner encourages creative and innovative technical solutions, to optimize all aspects of the delivery of the Project, based on the value statements and weighting identified in this Exhibit C and Exhibit E.

The Technical Proposal shall provide the following:

C.1.1 Construction Staging and Traffic Management Narrative

The Proposer shall provide a brief construction staging and traffic management focused narrative addressing the approach to accommodate and minimize impacts to traffic during construction. The narrative shall discuss Proposer's plan for:

- (a) how the construction phasing will be accomplished, identifying the most significant known and anticipated Project challenges (no more than five) to the construction phasing and how they will be addressed, and the overall traffic management and control and sequencing approach.
- (b) minimizing impacts and minimizing user distraction to the traveling public, public recreational users, and stakeholders from work areas, sequencing of work, and locations of lay down areas.

The narrative will also discuss how Proposer's approach to design and construction of the Project differs materially from the design indicated in any of the Bridging Documents.

C.1.2 Project Management Approach

The Proposer shall provide a narrative describing its overall management approach for the Project, including specifically its approach to design, construction, maintenance

during construction, and quality. The Proposer may include within its narrative discussion of the Proposer's reasoning behind the Organizational Chart as prescribed in Section C.5, but this narrative shall not be restricted to such discussion.

C.1.3 Proposal Schedule

- (a) The Proposer shall submit a Proposal Schedule as *Appendix A* to the Technical Proposal, and such Proposal Schedule shall comply with, and include as applicable, the following related requirements:
- (i) the requirements for a NTP1 Baseline Project Schedule as prescribed in TP Section 2.4 (Project Schedule and Schedule of Values), TP Attachment 2-5 (Project Schedule Technical Requirements), and TP Attachment 2-6 (Project Schedule Software Requirements).
 - (ii) PDF format consistent with the Gantt chart exhibit requirements prescribed in TP Attachment 2-8 (Project Schedule and SOV Submittal Requirements).
 - (iii) showing NTP1 as the initial activity, assuming that NTP1 occurs 90 days after Letting for purposes of the Proposal Schedule only.

The Proposal Schedule shall not be cost-loaded.

- (b) The Proposal Schedule shall:

- (i) reflect the Proposer's approach to perform all Work;
- (ii) demonstrate consistency with the construction staging and traffic management narrative elements required in Section C.1.1;
- (iii) identify a Substantial Completion Deadline in Form M that is not later than the not-to-exceed date set forth in Form M;
- (iv) RESERVE
- (v) identify Critical Path activities to achieve all of the dates shown in Form M; and
- (vi) identify total Float values for all activities;

- (b) Proposer shall include a Proposal Schedule narrative that:

- (i) address items #2-5 prescribed for a Baseline Project Schedule Narrative in Section 2.4.1 of TP Attachment 2-8;
- (ii) address items #1-4 and #6-9 prescribed for the Project Schedule Workplan in TP Section 2.3.1.18; and
- (iii) address how the Proposal Schedule accommodates the construction staging and traffic management (consistent with the narrative described in response to Section C.1.1), anticipated Utility Adjustments, environmental and permitting, and any other elements of Proposer's plan to execute the Work.

C.1.4 RESERVED

C.2. Project Differences from the Basic Configuration

The Proposer shall show how its approach to any of the design and construction of the Project, including the use of approved ATCs, and as depicted in its Schematic Plans, differs materially from the Basic Configuration.

If differences have been identified, the Proposer should include Schematic Plans of the Project with these differences clearly identified. Schematic Plans of the Project will not count towards the Proposal's page limit.

In addition to the Schematic Plans, also complete and include Form P, if applicable. Form P will not count towards the Technical Proposal page limit.

C.3. Performance Schedule Milestones - Form M

Unless otherwise noted, state in Form M the duration as directed within such form, each Milestone Deadline. Form M will not count towards the Technical Proposal page limit.

C.4. RESERVED

C.5. Organizational Chart

The Proposer shall include an organizational chart indicating the proposed participating team member firms and identified personnel (including Key Personnel and their proposed role in the Project and reporting structures). All Key Personnel must be identified by name and team member firm, and his/her function as indicated in Form G. All Key Personnel must be separate individual people unless specified below. The Organizational Chart shall be provided in addition to Form G.

The Organizational Chart must be on one 11x17-inch sheet and will not count towards the Technical Proposal page limit.

C.6. No Contract Sum Information in Technical Proposal

NO PART OF THE TECHNICAL PROPOSAL, INCLUDING THE PROPOSAL SCHEDULE, SHOULD CONTAIN THE PROPOSER'S PROPOSED CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH CONTRACT SUM TO BE CALCULATED.

EXHIBIT D

PRICE PROPOSAL AND BID BOND SUBMITTAL REQUIREMENTS

The Proposer shall submit the Price Proposal in accordance with this Exhibit D. The Price Proposal shall be separated, organized as follows, and labeled as directed in Exhibit H.

D.1. General Instructions

This Exhibit D describes the required information and submission format for the Price Proposal.

The Proposer shall submit the information required by this Exhibit D in the format specified herein. The Proposer shall not amend the order or change the section headings. Each component of the Price Proposal shall be clearly titled and identified.

All forms named herein are attached to the RFP. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

D.2. Format of Price Proposal

All financial information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts shall be clearly identified as nominal dollars.

If there are any differences between the sum of the individual line amounts and totals, the individual line amounts will prevail.

ALL REQUIREMENTS OF EXHIBIT D SHALL BE SUBMITTED IN A SEPARATE ELECTRONIC PACKAGE USING THE PROVIDED UPLOAD LOCATIONS AND LABELED WITH ONLY THE NAME OF THE PROPOSER AND "EXHIBIT D - PRICE PROPOSAL". NO OTHER PART OF THE PROPOSAL SHOULD CONTAIN THE PROPOSER'S PROPOSED CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH CONTRACT SUM TO BE CALCULATED.

D.3. Contents of Price Proposal

D.3.1 Bid Bond – Form D

In accordance with Section 4.5, the Price Proposal shall include a properly executed Bid Bond in the penal sum of **Five Percent (5%) of the amount of the total bid for the work.**

D.3.2 Contract Sum Information - Form F

The Proposer shall indicate its proposed Proposal SOV and resulting Contract Sum on Form F.

D.4. Verification

Each Proposer shall satisfy itself as to the costs and tax consequences of entering into the DBA. Owner makes no representations or warranties, express or implied, and

assumes no liability whatsoever, with respect to costs or the consequences of federal or state income tax treatment of Design-Builder, or any member of the Design-Build Team, under the DBA.

EXHIBIT E

EVALUATION CRITERIA

E.1. Administrative Information Submittal and Technical Proposal Evaluations

If an Administrative Information Submittal and a Technical Proposal are each responsive and also pass all of their respective pass/fail criteria, then the Apparent Successful Proposer will be selected by evaluation of the Price Proposal.

E.2. Public Opening of Low Bid Price Proposals and Revealing the Apparent Successful Proposer

If a Proposer's Administrative Information Submittal and a Technical Proposal are each responsive and also pass all of their respective pass/fail criteria, then the Proposer's Price Proposal will be part of the public opening of all such Price Proposals. The Proposer with the lowest Price Proposal will be the Apparent Successful Proposer. Thereafter, the Apparent Successful Proposer's Price Proposal will be evaluated for responsiveness under Section 5.1.2, and if responsive, on a pass/fail basis under Section 5.1.5, and thereafter, if selected, under a price reasonableness assessment under Section 6.1.

E.3. Price Proposal

Following the public opening, Owner will review all Proposers Price Proposals on a pass/fail basis, as detailed in Section 5.1.5. Owner will compare all Proposer's Price Proposal's Contract Sum, indicated on Proposer's Form F. Without limiting the Owner's rights further to the pass/fail evaluation under Section 5.1.5, if the Contract Sum identified on Form F differs from that indicated on the Proposer's submitted Proposal SOV, then the Proposal SOV value will be considered the Proposer's proposed Contract Sum.

EXHIBIT F

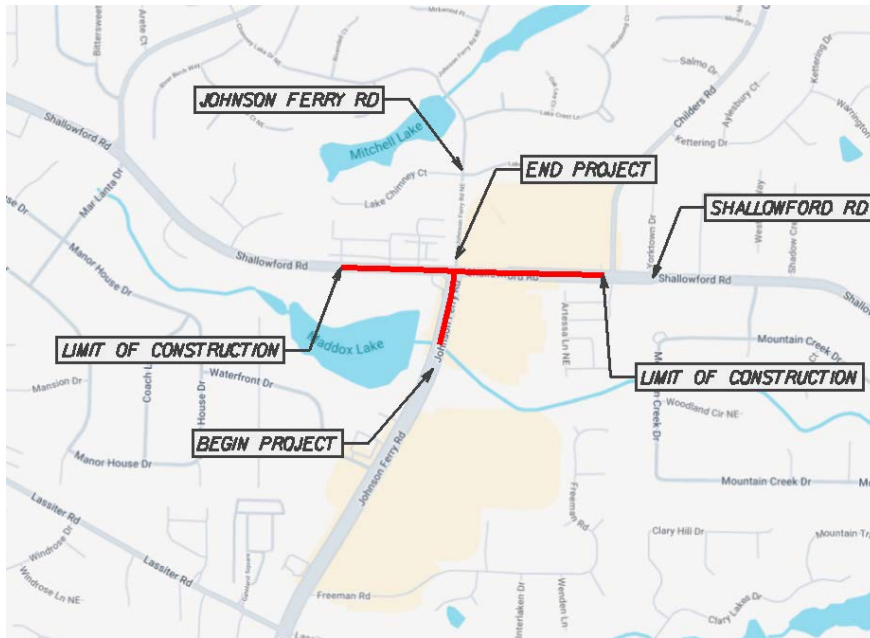
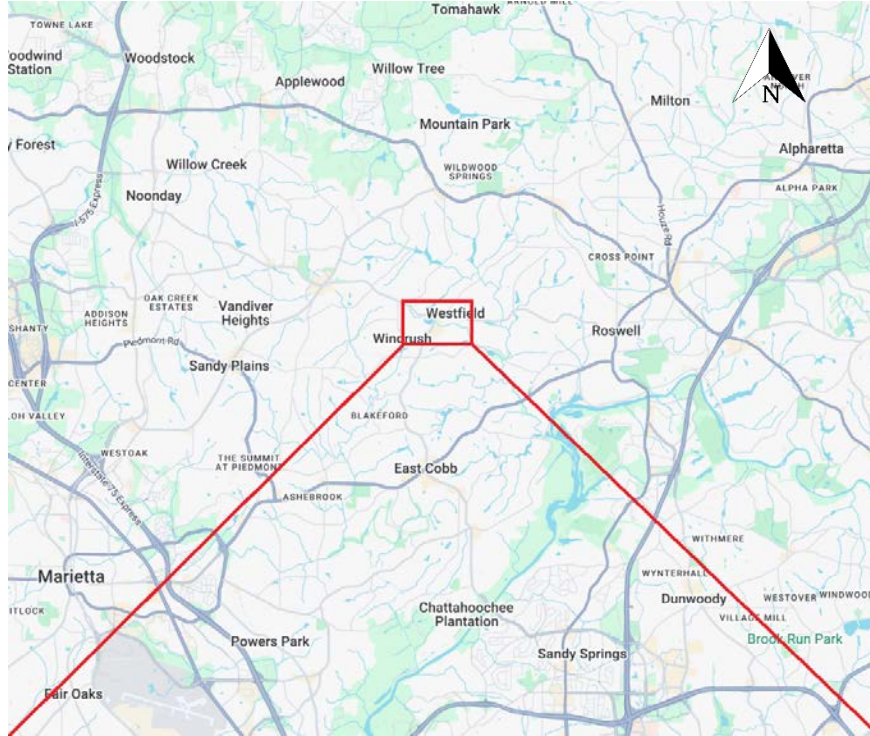
LIST OF COBB DOT PROJECT TEAM

The proposer is prohibited from receiving any advice or discussing any aspect of the Project or the procurement of the Project with any person or entity with an organizational Conflict of Interest, including, but not limited to, the individual persons or entities listed below and any parent, affiliate, or subsidiary of, or is under common ownership, control or management with any of the foregoing entities.

A list of restricted firms (including any affiliates) include:

- Arcadis U.S., Inc.
- AtkinsRéalis USA, Inc.
- Corporate Environmental Risk Management, LLC, (CERM)
- Croy Engineering, LLC
- Kimley-Horn and Associates, Inc.
- Southeastern Engineering, Inc., (SEI)
- TerraXplorations, Inc.
- UES Professional Solutions 18, LLC

EXHIBIT G
PROJECT MAP

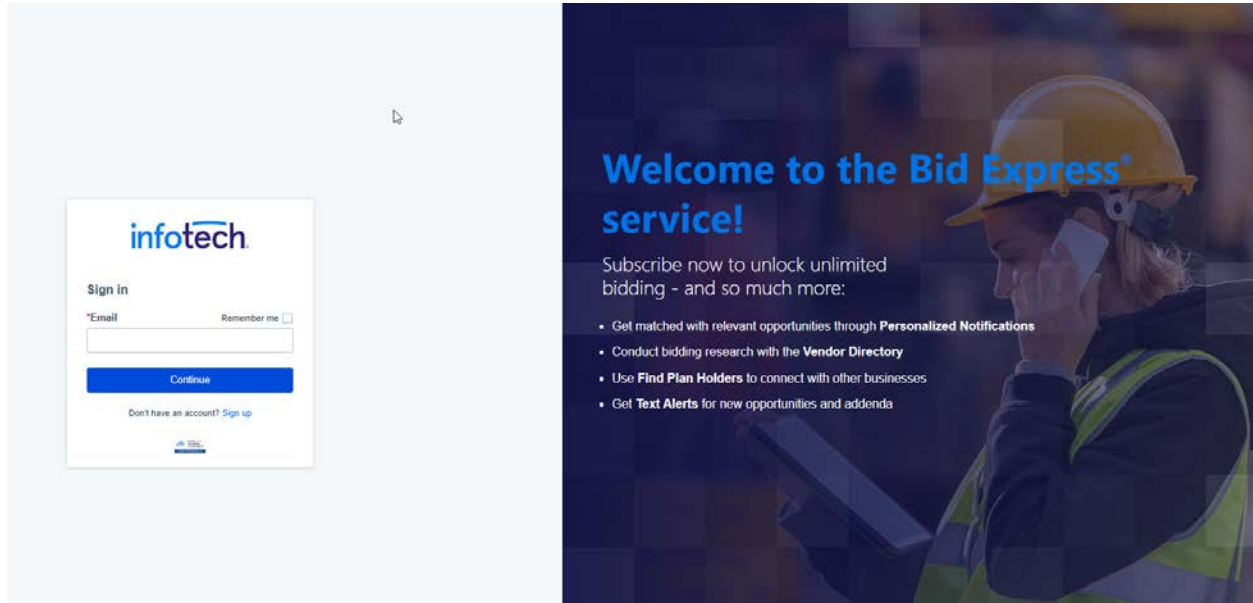


Google. (n.d). [Google Maps area of the project location in Cobb County]. Retrieved September 11, 2024, from <https://www.google.com/maps/@34.0272729,-84.4252731,15.65z?entry=ttu>

EXHIBIT H

Bid Express®

The Proposer will need a BidExpress® account in order to review and submit the RFP. The Owner no longer accepts paper bid documents.



If the Proposer still has questions, please contact the BidExpress® Service Team at support@bidexpress.com

**FORM A
RESERVED**

**FORM B
NON-COLLUSION AFFIDAVIT**

_____, being first duly sworn, deposes, and says that:

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____, (the PROPOSER) that has submitted the attached BID;
2. They are fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
3. Such BID is genuine and is not a collusive or sham BID
4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with such the Contract for which the attached BID has been submitted or to refrain from BIDDING in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit or cost element of the BID price of any other BIDDER or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Cobb County or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties this Affiant.
6. BIDDER has not directly or indirectly violated any law, ordinance or regulation related to the BID.

Signed _____

Title _____ (Seal)

(Printed Name)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for
said County and State

[Notary Stamp]

My commission expires: _____.

**Instructions to Proposers - Design-Build Project
Johnson Ferry Road at Shallowford Road Intersection Improvements
March 28, 2026**

[Proposers shall duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed by Participating Members and Major Non-Participating Members. All signatures must be individually notarized. For separate notarizations, reproduce this notarization language]

FORM C
STATEMENT OF DISCLOSURE (CONFLICT OF INTEREST)

Proposer's Name: _____
("Proposer")

The Proposer's attention is directed to Section 1.6.3 regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Proposers are advised that certain firms will not be allowed to participate on any Proposer's proposed Design-Build Team for the **Johnson Ferry Road at Shallowford Road Intersection Improvements** Project because of their work with the County in connection with the Project procurement.*

* Capitalized terms not otherwise defined herein have the meanings given in the Instructions to Proposers for the Project.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer, Participating Members, Major Non-Participating Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other Key Personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. Refer to Section 1.6.3 and Section 1.6.4 of the Instructions to Proposers for further information.

For avoidance of doubt, "relevant facts" means, at a minimum disclosure of (a) any current contractual relationships with Owner, (b) any past, present, or planned contractual or employment relationships with any officer or employee of the County, and (c) any other circumstances that might be considered to create a financial interest in the DBA by any the County member, officer, or employee, if the Proposer is awarded the DBA.

The Proposer shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP.

The Proposer shall also disclose contractual relationships (i.e., joint ventures) with any of the individuals or entities involved in preparing the RFP, including those identified in Exhibit F, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to the Proposer or a member of the Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no conflict of interest exists that is required to be disclosed in this Statement of Disclosure (Conflict of Interest), other than as disclosed above.

Signature

Name

Title

Company Name

Date: _____, 20__

[Proposers shall duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed by Participating Members and Major Non-Participating Members, proposed consultants and proposed subcontractors.]

**FORM D
FORM OF BID BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, Principal, and _____, Surety Agency, are hereby held and firmly bound unto **COBB COUNTY, GEORGIA, County**, in the penal sum of **Five Percent (5%) of the amount of the total bid for the work** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to **COBB COUNTY, GEORGIA** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of **Johnson Ferry at Shallowford Road Intersection Improvements / Project No. B2437 / GDOT PI No. 0020001**.

In submitting this bid, it is understood and agreed by bidder that County reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of County.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of County, or refused or be unable to enter into this Contract as provided above, or refused or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided, it shall forfeit its bid guaranty to the extent County's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense County for the damages occasioned by default, then the undersigned bidder agrees to indemnify County and pay over to County the difference between the bid guarantee and County's total damages so as to make County whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract in the amount of 110% and for the payment of all persons performing labor or furnishing material in connection therewith in the amount of 100%, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND
Page 2 of 2

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the **County** may accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(SEAL)
Principal

By: _____

Printed Name

_____(SEAL)
Surety

By: _____
Georgia Representative

Printed Name

[seal]

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS, POWERS OF ATTORNEY]

**FORM E
CONTRACTORS AFFIDAVIT AND AGREEMENT**

(Effective 10-28-2010)

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 (5) 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 Office of Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE _____ DAY OF
_____, 20____

Notary Public

Commission Expires:_____

**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, BID WILL BE DETERMINED NON-RESPONSIVE AND WILL BE DISQUALIFIED.**

FORM F
DESIGN-BUILD PRICE PROPOSAL

Proposer Name: _____

The Proposer shall complete the required fields of Section A below. See Exhibit D for additional explanation and requirements.

The Proposer shall indicate its proposed Contract Sum on this Form F.

A. Proposal Schedule of Values (or Proposal SOV)

All items shall be provided as “lump sum” amounts. If there are any differences between the sum of the individual line amounts and totals, the individual line amounts will prevail.

Proposers are advised to note that the form of this Form F is *two pages long* and total and subtotal *calculations must conform and must take into account the constraints identified in the notes at the end of the form itself*.

Instructions to Proposers - Design-Build Project
Johnson Ferry Road at Shallowford Road Intersection Improvements
March 28, 2026

SOV Line Item Description	Scheduled Value
A. GENERAL	
1. Insurance & Bonds	\$
2. Project Office Facilities, Equipment, and Supplies	\$
3. General Conditions and Administration	
a. Project Management and Coordination	\$
b. Home Office Overhead & Support	\$
c. Project Management Plan (see Note 6)	\$
d. Project Schedule and SOV	\$
e. Project Reporting	\$
f. Public Information and Communications	\$
4. Design-Builder-Led Environmental Permit Approval Services	\$
5. Environmental Mitigation Costs	\$
6. Design-Builder Quality Management	\$
7. Mobilization (see Note 1)	\$
Subtotal A. GENERAL (see Note 2)	\$
B. DESIGN SERVICES	
1. Engineering Design Services & Support	
a. Design Documents (excluding Record Design Documents)	\$
b. Design-Builder Support to Provided Environmental Approval Reevaluation	\$
c. ROW Acquisition Services	\$0
d. Utility Design	\$
Sub-Subtotal B.1. Engineering Design Services & Support (see Note 3)	\$
2. Design Support During Construction & Record Design Documents (see Note 4)	\$
Subtotal B. DESIGN SERVICES	\$
C. CONSTRUCTION	
1. Construction Cost and Support (see Note 7)	
a. Earthwork	\$
b. Paving	\$
c. Subgrade	\$
d. Barrier & Roadside Treatment	\$0
e. Noise Barrier	\$0
f. Structural Walls	\$0
g. Bridges	\$0
h. Removal & Demo	\$
i. Pavement Markings	\$
j. Overhead Sign Structures	\$
k. Lighting	\$
l. Traffic Signals	\$
m. ITS Infrastructure	\$
n. Drainage	\$
o. Erosion Control	\$
p. Landscaping	\$
q. Signage	\$
r. Maintenance During Construction	\$
s. Traffic Control	\$
t. Utility Adjustment Work (construction only)	\$
u. Railroad Coordination	\$0

**Instructions to Proposers - Design-Build Project
Johnson Ferry Road at Shallowford Road Intersection Improvements
March 28, 2026**

Sub-Subtotal C.1. Construction Cost and Support	\$
2. Punch List, Final Close-out, and Demobilization (see Note 5)	\$
Subtotal C. CONSTRUCTION	\$
D. Owner's Construction Allowance	\$100,000.00
E. Owner's Field Engineer Office Allowance	\$100,000.00
(Subtotal A. GENERAL + Subtotal B. DESIGN SERVICES + Subtotal C. CONSTRUCTION+ Subtotal D. & E. ALLOWANCES)	\$
NOTES	
1. "A.7. Mobilization" value shall include miscellaneous startup activities and expenditures not otherwise captured in the other SOV Line Items. Value shall not exceed 2.5% of the sum of the "Sub-Subtotal C.1. Construction Cost and Support" plus "Sub-Subtotal B.1 Engineering Design Services & Support" values.	
2. "Subtotal A. GENERAL" value shall not exceed 25% of "Contract Sum" value.	
3. "Sub-Subtotal B.1. Engineering Design Services & Support" value shall not exceed 10% of "Contract Sum" value.	
4. "B.2. Design Support During Construction & Record Design Documents" value shall not be less than 2.0% of "Contract Sum" value.	
5. "C.2. Punch List, Final Close-out, and Demobilization" shall not be less than 1.0% and no more than 3.0% of the sum of the "Sub-Subtotal C.1. Construction Cost and Support" plus "Sub-Subtotal B.1 Engineering Design Services & Support" values.	
6. "A.3.c. Project Management Plan" value shall include the price for <u>all</u> Submittals required by TP <u>Section 2.3</u> (Project Management Plan) including all required component Submittals, versions, and updates, such as the Basis of D&C (which includes the Schematic Plan of Project).	
7. Scheduled Values notated with \$0 by are not anticipated to have any scope on the Project. Proposer shall verify and update accordingly with any identified Scheduled Values.	

BY SIGNATURE BELOW AND SUBMITTAL OF THIS FORM F WITH THE PROPOSAL SCHEDULE, THE PROPOSER HEREBY CERTIFIES IT HAS REVIEWED ITS PROPOSAL SCHEDULE AND ALL SUBCONTRACTOR AND VENDOR INFORMATION FOR THE PROJECT AND THAT ALL WORK, INCLUDING EARLY PORTIONS OF THE WORK, CAN BE COMPLETED WITHIN THE MILESTONE DEADLINES, INCLUDING ANY INTERIM COMPLETION DEADLINES, THE SUBSTANTIAL COMPLETION DEADLINE AND THE FINAL ACCEPTANCE DEADLINE, AND FOR THE CONTRACT SUM INDICATED ON THIS PROPOSAL FORM F.

Date:

Signature:

Design-Build Team:

FORM G
FORM OF PARTICIPATING MEMBERS, MAJOR NON-PARTICIPATING MEMBERS,
CONTRACTORS AND KEY PERSONNEL COMMITMENT

Proposer's Name: _____

The Proposer hereby commits that, if awarded the Johnson Ferry Road at Shallowford Road Intersection Improvements Design-Build Project, the Proposer will use the entities and individuals listed below for their stated positions and that, to the extent within the Proposer's control, such entities and individuals will be available to fulfill their Project-related responsibilities, in each case consistent with the Design-Build Documents.

Participating Member(s): _____

Lead Contractor: _____

Lead Design Consultant: _____

Key Personnel (Participating Members and Major Non-Participating Members, as appropriate):

- **Lead Contractor Project Manager:** _____
- **Lead Design Consultant Project Manager (GA P.E. required):** _____
- **Engineer of Record (GA P.E. required):** _____
- **Construction Manager:** _____
- **Quality Control Manager:** _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

FORM H
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be duplicated and executed by each of the Proposer, Participating Members, Major Non-Participating Members and proposed Contractors]

The undersigned certifies on behalf of _____, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Proposer, relationship to the Proposer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)) and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Participating Members, Major Non-Participating Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports shall note that 41 C.F.R. 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM I
RESERVED**

FORM J
BUY AMERICA AND BUILD AMERICA, BUY AMERICA CERTIFICATIONS

The Project is subject to the requirements of 23 U.S.C. § 313, as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and the federal regulations under 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c) and 2 C.F.R. § 184, which permits federal financial assistance in the Design-Build Agreement only if (a) all iron and steel used in the Project be produced in the United States (i.e., all manufacturing processes, from the initial melting stage through the application of coatings, to occur in the United States); (b) all manufactured products² used in the Project are produced in the United States (i.e., the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product³, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation); and (c) all construction materials⁴ are manufactured in the United States (i.e., all manufacturing processes for the construction material occurred in the United States and satisfy the material-specific requirements set forth in 2 C.F.R. § 184.6); provided, however, that the following exceptions shall apply:⁵

- (i) iron and steel where all manufacturing processes did not occur in the United States may be used so long as the cumulative cost of such steel and iron materials as they are delivered to the Project does not exceed 0.1% of the total contract amount, or \$2,500, whichever is greater;
- (ii) construction materials and manufactured products⁶ not meeting the requirements set forth in subsections (b) and (c) above may be used so long as no more than the lesser of (A) \$1,000,000, or (B) 5% of total applicable costs for the Project (defined as the total cost of iron and steel, manufactured products, and construction materials used in the Project, whether or not within the scope of an existing waiver); and
- (iii) no domestic preference requirements under the statutes and regulations covered by this certification shall be applicable where the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site

² "Manufactured products" is as defined in 2 C.F.R. § 184.3.

³ To be calculated in accordance with 2 C.F.R. § 184.5.

⁴ "Construction materials" is defined in 2 C.F.R. § 184.3 (as affected by section 70917(c)(1) of the Infrastructure Investment and Jobs Act).

⁵ A waiver is currently in place for steel, iron, manufactured products, and construction materials in electric vehicle chargers manufactured prior to July 1, 2024 (see: FHWA "Waiver of Buy America Requirements for Electric Vehicle Chargers": <https://www.federalregister.gov/documents/2023/02/21/2023-03498/waiver-of-buy-america-requirements-for-electric-vehicle-chargers>).

⁶ A nationwide Buy America waiver that supersedes Build America, Buy America requirements is currently in effect for manufactured products. Manufactured products that are not predominantly steel or iron fall under this waiver and are allowable for use without regard to country of origin. "Predominantly steel or iron" is defined as greater than or equal to 50 percent of the total cost of the manufactured product.

and removed at or before the completion of the infrastructure Project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure Project, but are not an integral part of the structure or permanently affixed to the infrastructure Project.

Proposers shall complete and submit, to Owner a Buy America Certificate (Form J-1) and a Build America, Buy America Certificate of Compliance for Construction Materials (Form J-2), each in the format below.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should the Design-Build Agreement be investigated, certifying Proposers, as Design-Builder, bears the burden of proof to establish that it is in compliance.

Capitalized terms used, but not otherwise defined in this certificate have the meanings ascribed in Exhibit 1 to the Design-Build Agreement.

**FORM J-1
BUY AMERICA CERTIFICATE**

The undersigned Proposer hereby certifies on behalf of itself and all contractors at all tiers (collectively herein, "Proposer") the following:

- (b) The Proposer shall comply with the requirements of 23 U.S.C. § 313 as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and the Federal regulations under 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c), and 2 C.F.R. § 184 for this Project.
- (a) Proposer further certifies that if awarded the Design-Build Agreement, it will maintain all records and documents pertinent to the Buy America requirement, for not less than 3 years from the date of Final Acceptance. These files will be available for inspection and verification by Owner, Cobb DOT, GDOT and/or FHWA.

Date: _____

Signature: _____

Title: _____

Proposer's Name: _____

Subscribed and sworn to before me this __ day of _____, _____.

Notary Public/Justice of the Peace

My Commission Expires: _____

FORM J-2
BUILD AMERICA, BUY AMERICA CERTIFICATE OF COMPLIANCE FOR CONSTRUCTION MATERIALS

The Undersigned hereby certifies, on behalf of itself and all contractors at all tiers (collectively herein, "Proposer"), that Proposer will comply with the "BUILD AMERICA, BUY AMERICA" ("BABA") requirements of the Infrastructure Investment and Jobs Act ("IIJA"), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the Project will have been produced in the United States of America.

The Undersigned further certifies, on behalf of Proposer, that as required, if awarded the Project Agreement, it will maintain all records and documents pertinent to the BABA requirement, for not less than 3 years from the date of Final Acceptance. These files will be available for inspection and verification by GDOT and/or FHWA.

Date: _____

Signature: _____

Title: _____

Proposer's Name: _____

Subscribed and sworn to before me this __ day of _____, _____.

Notary Public/Justice of the Peace

My Commission Expires: _____

FORM K
CERTIFICATION REGARDING LOBBYING

The undersigned Proposer certifies on behalf of itself and all contractors (at all tiers) the following:

The undersigned certifies, to the best of his or her knowledge and belief, on behalf of, and with the authorization of, Proposer and all Contractors, Subcontractors at all tiers, that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Proposer shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM L
DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned certifier, to the best of his or her knowledge and belief, and that of the principals of Proposer (on behalf of Proposer, and all Participating Members, Major Non-Participating Members, Contractors, and Subcontractors identified by Proposer), as of the date hereof, certifies that Proposer, all Participating Members, Major Non-Participating Members, Contractors, and all such identified Subcontractors:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; (ii) violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging); (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, or obstruction of justice; or (iv) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects its present responsibility;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, State or local) terminated for cause or default;
- (e) if a corporation, have not been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and
- (f) if a corporation, does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Where the Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM M
PERFORMANCE SCHEDULE MILESTONES PROPOSAL

Proposer Name: _____

The Proposer shall complete the fields below for each portion (segment) of the Work for which the Proposer will commit to the Milestone Deadlines as set forth below. All days are calendar days.

Table M-1: Milestone Deadlines

Milestones	Deadlines
NTP2 Conditions Deadline	Not later than 60 Days after the date Owner issues NTP1
<u>Detailed Design Deadlines –</u>	
Preliminary Design Documents (PDD)	Not later than [_____] Days after the date Owner issues NTP2
Final Design Documents (FDD)	Not later than [_____] Days after the date Owner approves PDD (not to exceed 120 Days after the date Owner issues NTP2)
Substantial Completion Deadline	[_____] Days after the date CCDOT issues NTP3 (not to exceed 365 Days)
Final Acceptance Deadline	[_____] Days after the Substantial Completion Date

Date: _____

Proposer: _____

Signature: _____

Title: _____

**FORM N
RESERVED**

**FORM O
RESERVED**

FORM P
APPROVED ATCS

List all ATCs approved by Owner that are included in Proposal:

ATC Number	ATC title/name	

**FORM Q
RESERVED**

**FORM R
RESERVED**

FORM S
DRUG FREE WORKPLACE

The undersigned certifies that Contractor stated below is in full compliance with the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act". The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____
(Contractor's name), _____ (Subcontractor's name)
certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Contractor: _____

Signature of Authorized Agent: _____

Name and Title of Authorized Agent: _____

Date: _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____
DAY OF _____ 20__

[NOTARY SEAL]

Notary Public
My Commission Expires: _____

[Proposers shall duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed by Participating Members and Major Non-Participating Members.]

FORM T
**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL
HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "**Policy**"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

(a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at **<http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>**;

(b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at **<https://doas.ga.gov/human-resources-administration/employee-training>**;

(scroll down to section for entities without a LMS section) or this direct link **<https://www.youtube.com/embed/-RfBoU0mULE>**; prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

(ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

(a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment

Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;

(b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM U
SURETY CERTIFICATION AND ACKNOWLEDGEMENT

[Name of Surety/Insurance company] (“**SURETY**”) HEREBY CERTIFIES¹ TO COBB COUNTY, AS OF THIS [_____][insert date] THAT:

(a) The Surety is a licensed bonding surety, currently authorized to conduct business in the State of Georgia;

(b) The Surety is listed on the U.S. Department of the Treasury’s “List of Certified Companies” (accessible at the following weblink: <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>);

(c) The Surety’s rating is [_____], and rated by [_____] [and [_____]]⁷;

(d) The Surety has reviewed the Request for Proposals (“**RFP**”), P.I. No. 0020001, Cobb County, GA, dated [_____] [and Addendum #1, dated [_____]; Addendum #2, dated [_____]]. **[NTD: verify RFP date and all Addenda are included]**

(e) The Surety has evaluated [Proposer’s][Lead Contractor’s][other entity’s] financial statements and capability, backlog and work-in-progress in determining its bonding capacity; [and]

(f) [Proposer][Lead Contractor][other entity] is capable of obtaining both a payment bond and a performance bond, each in an aggregate stated amount of \$[_____] million; [and]

(g) [[Name of entity], a [type of entity], is capable of obtaining [both] [a payment bond] [and] [a performance bond], [each] in an amount of [\$[_____] million]**[NTD: for separate letters, input specific portion of \$[_____] million amount]**/\$[_____] million**[NTD: for a single letter covering all members of the Respondent team]**], as evidence of [entity’s] bonding capacity.**[NTD: Delete if inapplicable]**; and

(h) **[NTD: insert if applicable]***[certification regarding analysis of the factors surrounding any proposed or anticipated material changes in the financial condition of the entity on behalf of which this Certificate and Acknowledgment is given, identifying any special conditions that may be imposed before issuance of surety bonds for the Project.]*

Capitalized terms used but not defined herein shall have the meanings set forth in the RFP.

IN WITNESS WHEREOF, the undersigned is the [_____] **[NTD: insert title]** of the Surety, to which this Certificate and Acknowledgment relates, and has duly executed this Certificate and Acknowledgment as of the date first written above.

By: _____ Print Name: _____

Title: _____

¹ Surety to adjust this form as necessary to identify the entity for which this certification and acknowledgment is offered and for which P&P Bonds will be issued.

⁷ Please refer to rating requirements in the DBA.

**FORM V
RESERVED**

**FORM W
RESERVED**

**FORM X
INSURANCE LETTER**

[letterhead of company]

[DATE] **[No earlier than 10 days prior to the Proposal Due Date]**

Cobb County, Georgia
100 Cherokee Street
Marietta, Georgia 30090
Attn: Contracting Officer, P.I. No. 0020001– Johnson Ferry Road at Shallowford Road
Intersection Improvements Design-Build Project

To whom it may concern:

Reference is made to that certain Request for Proposals to Design and Construct the Johnson Ferry Road at Shallowford Road Intersection Improvements Project (Cobb County) through a Design-Build Agreement, Project Number P.I. No.0020001 –Johnson Ferry Road at Shallowford Road Intersection Improvements Project Design-Build, issued on **April 10, 2026** (as amended, the “**RFP**”). Initially capitalized terms used, but not defined, have the meanings given in the Design-Build Agreement (“**DBA**”), to be entered into between the Apparent Successful Proposer and the **Cobb County Georgia** (“**County**”) in accordance with the RFP.

As part of its Proposal submitted by _____
[PROPOSER NAME], we hereby confirm the following, as of the date of this letter:

- (a) _____
[COMPANY] have read the Design-Build Documents (including specifically the insurance requirements);
- (b) the Proposer, as Design-Builder, for itself or through a Participating Member or Major Non-Participating Member, and as permitted by the DBA, is capable of obtaining, and will be able to obtain and maintain, insurance, of the types and in the amounts required by the Design-Build Documents, and can do so under the terms, and subject to the conditions, of the DBA;
- (c) the Proposal (with respect to insurance placements) conforms to the requirements of the DBA; and
- (d) the amount proposed by Proposer in its Price Proposal for the premiums and costs of such insurance reflects the current, fair market cost of providing all such insurance coverage, collectively and as to each individually.

[I am a licensed insurance broker in the State of Georgia. I have been retained by or on behalf of Proposer to serve as its broker with respect to the Project and for the purposes of this confirming letter to the County. I have been duly authorized by Proposer and by [COMPANY] to make these confirmations and to deliver this letter to the County, on behalf of Proposer and [COMPANY], and not in my individual capacity, acknowledging that the County will rely on this letter and its confirmations in evaluating Proposer’s Proposal for potential selection as the Apparent Successful Proposer.]

**Instructions to Proposers - Design-Build Project
Johnson Ferry Road at Shallowford Road Intersection Improvements
March 28, 2026**

Respectfully,

[TITLE]
on behalf of [COMPANY]
and [PROPOSER]

**FORM Y
RESERVED**

FORM Z
FINANCIAL CAPACITY, STRENGTH, AND ABILITY CERTIFICATE

Proposer shall provide the following certificate(s), **IN LETTER FORM ON COMPANY LETTERHEAD, WITH THE LANGUAGE IN BOLD VERBATIM** as follows:

- (a) With respect to Proposer (from each of its organization or JV members or bidding consortium members, as may be applicable), the Lead Contractor (if not the Proposer), the Lead Design Consultant (also if not the Respondent), and each Major subcontractor and Major subconsultant, a letter, signed by the President, Chief Executive Officer, Chief Financial Officer, Treasurer, or equivalent position, in each case authorized and empowered to certify on behalf of its company, dated no earlier than 14 calendar days prior to the Proposal Due Date, certifying that:

In respect of the Proposer⁸, the Lead Contractor and Major subcontractors:

- (i) no material change has occurred in the respective entity's financial position since the date of its GDOT Certificate of Qualification;**

OR

In respect of the Proposer, the Lead Design Consultant and Major subconsultants:

- (i) no material change has occurred in the respective entity's financial position since the date of its latest GDOT Notice of Professional Consultant Qualifications;**

AND

- (ii) no voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme or arrangement, appointment of provisional liquidated, receiver, or administrative receiver, resolution or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction, is imminent or threatened; and**
- (iii) its respective entity's financial position does not reflect any material contingent liabilities (including off-balance sheet liabilities), unusual forward or long-term commitments; and**
- (iv) that, if selected as the Apparent Successful Proposer (with its then-identified Design-Build Team), the entity has sufficient financial capacity, strength, and ability to carry out the Project responsibilities for the Project.**

⁸ Proposer may omit reference to Certificate of Qualification if not applicable at the Proposal Due Date.

FORM AA

INDICATIVE PROPOSAL QUANTITIES

INSTRUCTIONS: [NTD: evaluate base materials listed on a project by project basis depending on market conditions; if adjusted, verify DBA Exhibit 21]

- (a) Submit one completed copy of Form AA for the Proposer.
- (b) Populate the Indicative Proposal Quantity column for each Base Material item on the unit basis indicated. If electing to opt out of participating in Indicative Proposal Quantity, Proposer shall insert 'N/A' in lieu of a quantity.

Base Material	Indicative Proposal Quantity	Unit
Asphalt Cement		Ton
Fuel (Regular)		Gallon
Fuel (Diesel)		Gallon
Semi-Finished Steel Mill Products		CWT
Portland Cement		Ton

Indicative Proposal Quantities shall be true estimates based on the Proposer's design and construction plan. They shall be supported by calculations attached to this form showing how the amounts are derived from the Proposer's design and construction plan and assumptions.

EXHIBIT AA-1
SUPPORTING CALCULATIONS FOR INDICATIVE PROPOSAL QUANTITIES⁹

⁹ If Proposers elects to designate its provided supporting calculations as “trade secret” or proprietary, Proposer shall comply with the requirements set forth in Section 2.8 of the RFP.

**FORM BB
CERTIFICATION FORM**

I, _____, being duly sworn, state that I am _____ (title) of _____ (name of firm, joint venture member, joint bidder, or other entity) ("Entity"), have been authorized to acknowledge and certifications for myself and on behalf of the Entity, and hereby acknowledge and certify as follows:

1. I certify that I have read and understand the information presented in the attached Proposal and any enclosure and exhibits thereto, in each case as pertains to the Entity, and such understanding and my review imputes constructive knowledge of the Entity of the information contained within the Proposal.
2. I further certify that the information given in the Proposal, as well as any response to the County inquiries in connection with procurement of the Project identified under the Request for Proposals (RFP) (B2437), in each case as pertains to the Entity, is full, complete and truthful.
3. I further certify that the Entity, any of its affiliates¹, and any principal employee of the Entity or any affiliate has not, in the immediately preceding five years:
 - a. been indicted, convicted, pled *nolo contendere*, or received probation before judgment (under Georgia or any other federal, state, or municipal law) of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations (including attempt and conspiracy) or any other felony or misdemeanor;
 - b. been disqualified, removed, debarred, suspended from performing work for, or found to be a non-responsible bidder by, the federal government, any state or local government, or any foreign governmental entity;
 - c. sought protection under any provision of any bankruptcy act;
 - d. been found liable in a civil suit or found guilty in a criminal action for bid fixing, any deceptive show of competition, or otherwise taken any action in restraint of free competitive bidding in connection with any contract for which an accompanying statement of qualifications, proposal, bid, or offer is submitted; and
 - e. been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity;
4. I further certify that neither the Entity nor any affiliate is now under consideration for disqualification, removal, debarment, or suspension by the federal government, any state or local government, or any foreign governmental entity.
5. I further certify that neither the Entity nor any of its affiliates, to the extent not already certified above, is a party to any proceeding, claim, matter, suit, indictment, etc. currently pending against such firm, member, bidder, or affiliate that could result in the Entity (or

affiliate) being found liable, guilty in any civil suit or criminal action or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity.

6. I further certify that the Entity and its affiliates have not in the immediately preceding five years been determined, pursuant to a final determination in a court of law, arbitration proceeding, or other dispute resolution proceeding, to have defaulted in any federal, state or local government agency contract and further, that the Entity (or affiliate) is not now under any notice of intent to default on any such contract.
7. I further certify that the Entity and its affiliates have not in the immediately preceding five years, been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Georgia governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Georgia law.
8. I further certify that the Entity and its affiliates have not in the immediately preceding five years been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Georgia Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation.
9. I further certify that the Entity and its affiliates have not in the immediately preceding five years, had its surety complete any work on its or its affiliate's behalf on a public infrastructure project.
10. I further certify that the Entity and its affiliates have not in the immediately preceding five years had any license, credential, or registration revoked or suspended.
11. I further certify that the Entity and its affiliates have not in the immediately preceding five years, been removed from a similar contract or failed to complete an assigned contract.
12. **[Include only if the certifying Entity is the Lead Design Consultant]** I further certify that in regard to audit and accounting system requirements, that the Lead Design Consultant:
 - a. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of nonprofit organizations, OMB Circular A-122.
 - b. Has submitted its yearly Certified Public Accountant (CPA) overhead audit if it currently has an aggregate contract amount exceeding \$250,000.
 - c. Has no significant outstanding deficient audit findings from previous contracts with the County that have not been resolved.

- d. Is responsible for being reasonably assured that all subconsultant(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 Entity acknowledges, agrees, and authorizes that the County may, by means that either deems appropriate, determine the accuracy and truth of the information provided hereby, on behalf of the Entity and that the County may contact any person or firm, joint venture member, or joint bidder named in the Proposal for the purpose of verifying the information supplied therein.

I acknowledge and agree on behalf of the Entity that, as between the Entity and the County, all costs and expenses incurred by or on behalf of the Entity in preparing this Proposal and participating in this procurement will be borne solely by the Entity and not by the County, except and solely to the extent, of any payment expressly stated in this RFP as due or contingently due (upon meeting of the relevant contingency) by the County to Proposer.

I, the undersigned, certify that all organizational authorizations by, or on behalf of, the Entity have been received both for me to sign on their collective behalf and for them to be bound hereby.

Capitalized terms used, but not defined, have the meanings given in the RFP.

Sworn and subscribed before me

This _____ day of _____, 20__.

Signature

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: _____

**FORM CC
RESERVED**

Notes:

- For joint venture entities that have not undertaken at least *two* projects together, each entity should submit its qualifications separately.
- This Form DD (Basic Company Information) must not exceed one page for each consortium or JV member

**FORM EE
 INDUSTRIAL SAFETY RECORD**

FOR PROPOSER, LEAD CONTRACTOR AND ANY MAJOR SUBCONTRACTORS (AS APPLICABLE)

PROPOSER'S NAME: _____

NAME OF TEAM MEMBER: _____

ROLE OF TEAM MEMBER: _____

INSTRUCTIONS:

This form shall be filled out separately and provided for the Proposer, the Lead Contractor, and any Major subcontractors, in each case that has undertaken work in the United States and is intended to perform or supervise construction work for the Project, and including information for any entity affiliated with any such team member that has undertaken work in the United States as of the end of the last federal Occupational Safety and Health Administration (OSHA) reporting period and for each reporting period before that identified on this form. For team members that are members of joint ventures or consortia, information as to the joint venture/consortium shall be provided as though 100% of the results were for the listed participant. Owner may solicit additional information from team members through the Respondent to aid the County in its evaluation of the team member's safety record. **[NTD: Depending on when the Proposal is due, insert 3 full reported years, or partial year if the proposal due date occurs after April 1st of a given year]**

	<u>2023</u>	<u>2024</u>	<u>2025</u>
1) Total Hours Worked (in thousands):			
2) Number of fatalities:*			
3) Number of lost workdays:*			
4) Number of lost workdays* cases:			
5) Number of injury/illness* cases:			
6) Number of calendar days of restricted work activity due to injury/illness:*			
7a) Incidence Rate** (Lost Workday Cases):			
7b) Incidence Rate** (Calendar Days Lost):			

* The information required for these items is intended to be substantially the same as required under Log of Work-Related Injuries and Illnesses, OSHA Form 300.

** Incidence Rate = No. of Injuries and Illnesses (Cases) x 200,000 / Total Hours Worked

[remainder of page intentionally blank]

**Instructions to Proposers - Design-Build Project
Johnson Ferry Road at Shallowford Road Intersection Improvements
March 28, 2026**

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Georgia that the information is true and accurate within the limitation of those records.

Executed _____ ***[Date]***.

Name of Company (Print) _____
Signature

Address _____
Title

City _____
State and ZIP Code
Telephone Number

(or international address, if applicable)

**FORM FF
 RESUME FORM**

Key Personnel Position	[Insert name and title here]	
Project Experience #1	Project Name	
	Project Description (including size)	
	Position Title	
	Time in this position	From (year)_____(month)_____ to (year)_____(month)_____ equals total of _____years _____ months
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
Project Experience #2	Project Name	
	Project Description (including size)	
	Position Title	
	Time in this position	From (year)_____(month)_____ to (year)_____(month)_____ equals total of _____years _____ months
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
	<i>[Copy and paste as needed to demonstrate additional project experience for a minimum of 10 years' industry experience and at least three years' experience in the same or similar role for projects of similar size, function, complexity, and scope as the Project]</i>	From (year)_____(month)_____ to (year)_____(month)_____ equals total of _____years _____ months

Education	List all formal education, certifications, registrations and other credentials relevant to the Key Personnel role	Institution, date, expiration (if applicable)
Summary of Experience	<p>List total number of years and months of experience relevant to experience required for each Key Personnel Position named and reflected in this <u>Form FF</u> to:</p> <ul style="list-style-type: none"> a. Industry Experience* b. Experience in the same or similar role for projects of similar size and complexity as the Project <p>* Note – If the years of industry experience listed in this Summary of Experience section is greater than the combined years of experience listed in this <u>Form FF</u>, substantiate the additional time (within the page limit) with a concise, verifiable narrative.</p>	<p><i>[Insert cumulative total years and months of experience as demonstrated by the above experience only that are applicable to each Key Personnel position.]</i></p>