

ADVERTISEMENT FOR BIDS  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: APRIL 9, 2009**

Cobb County will receive Sealed Bids before 12:00 NOON, April 9, 2009 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 09 – 5395**  
PLAYGROUND IMPROVEMENTS AT VARIOUS COBB COUNTY PARKS  
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT

**PRE-BID/PROPOSAL MEETING: MARCH 23, 2009 @ 11:30 A.M.**  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008

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

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008. Bids received after the date and time indicated will not be considered.

Proposals must be accompanied by bid security in the amount of \$25,000.00. Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

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

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org):

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request.

**Requested bids will be mailed and cannot be faxed.**

Advertise: MARCH 13, 20, 27, 2009  
APRIL 3, 2009



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

**BID/PROJECT NUMBER: 09-5395  
PLAYGROUND IMPROVEMENTS AT VARIOUS COBB COUNTY PARKS  
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**DELIVERY DEADLINE: APRIL 9, 2009 BEFORE 12:00 (NOON) EST  
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: APRIL 9, 2009 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

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

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

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

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

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

**BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.**

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 09-5395; IS A FIRM OFFER, **AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178)**, BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

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

Advertise Dates: MARCH 13, 20, 27, 2009  
APRIL 3, 2009

## BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

### 1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

### 2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

### 3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

### 4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

### 5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

### 6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



**COBB COUNTY**  
PURCHASING DEPARTMENT  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400/FAX (770) 528-1154  
www.cobbcounty.org

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## **IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

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

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response.** Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

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

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

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

*Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2<sup>nd</sup> Floor, Conference/Bid Room, Marietta, GA 30008.*

Thank you in advance for your cooperation.

**SEALED BID LABEL**

**SEALED BID ENCLOSED**

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

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**SEALED BID # 09-5395 DATE: April 9, 2009**

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

**DESCRIPTION: Playground Improvements at Various  
Cobb County Parks**

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



**COBB COUNTY**  
PURCHASING DEPARTMENT  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400/FAX (770) 528-8428  
www.cobbcounty.org

Rick Brun  
Purchasing Director

Dear Vendor

Vendors wishing to do business with Cobb County Government need to activate and update their accounts in the new County financial and purchasing system.

Periodically the Vendor Account Listing within this Cobb County system is purged. **Vendors not activated in the Vendor Self Service System (VSS) may be deleted from the listing of those vendors eligible to do business with Cobb County.**

Activating vendor accounts and updating the commodities your company can provide will enable the Purchasing Department to more accurately solicit quotations from your company.

Cobb County Government would like to identify individuals/businesses certified and/or meeting the definition of a Disadvantaged Business Enterprise (DBE) who are providing products and/or services to Cobb County. Please specify when you activate or update your accounts if your company is a Disadvantaged Business Enterprise (DBE) participant (Female, Black American, Hispanic American and any other minority owned business).

Vendors should go on line at [www.cobbpurchasing.org](http://www.cobbpurchasing.org) to activate and update accounts by creating their own user name and password.

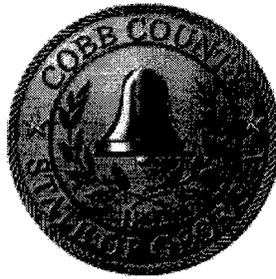
**Vendors must submit a new W-9 form to Cobb County Finance Department, 100 Cherokee Street, Suite 400, Marietta, GA 30090-7000, if the following updates/changes are made to your vendor account:**

- ❖ Vendor Name Change
- ❖ Vendor TIN Change
- ❖ Vendor Address Change

Vendors who do not have computer access may active their accounts in the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, GA 30008. For assistance please call the Purchasing Department at 770-528-8400.

Thank you for your interest in doing business with Cobb County.

**Mark Kohntopp**  
Purchasing Division Manager



*Cobb County...Expect the Best!*

**INVITATION TO BID**

**SEALED BID # 09 – 5395**

**PLAYGROUND IMPROVEMENTS AT VARIOUS COBB COUNTY PARKS  
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**BID OPENING DATE: APRIL 9, 2009**

**PRE-PROPOSAL CONFERENCE: MARCH 23, 2009 @ 11:30 A.M.(E.S.T.)  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008**

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

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 2 COPIES OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE:65038**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

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**"STATEMENT OF NO BID"**  
**SEALED BID NUMBER 09-5395**  
**PLAYGROUND IMPROVEMENTS AT VARIOUS COBB COUNTY PARKS**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

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

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

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

**PROJECT MANUAL FOR:**  
**PLAYGROUND IMPROVEMENTS AT VARIOUS COBB COUNTY PARKS**  
**COBB COUNTY PARKS, RECREATION, AND**  
**CULTURAL AFFAIRS DEPARTMENT**

**SEALED BID #09-5395**

**OWNER:**  
**COBB COUNTY BOARD OF COMMISSIONERS**  
**COBB COUNTY, GEORGIA**

**Invitation to Bid**  
**Playground Improvements at Various Cobb County Parks**  
**Cobb County Parks, Recreation and Cultural Affairs Department**  
**Sealed Bid #09-5395**

General Instructions For Bidders, Terms and Conditions

**I. Preparation Of Bids**

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

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

Due to the large number of vendors listed in certain categories of the Cobb County vendor's list, not all vendors will necessarily be sent an Invitation to Bid each time one is issued. Invitations to Bid issued by Cobb County are advertised on Cobb County TV23, the Cobb County Internet site <http://www.cobbcounty.org> and every Friday in the Marietta Daily Journal.

**II. Delivery**

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

**III. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by **5:00 pm on Tuesday, March 31, 2009**. Any information given to a prospective bidder concerning an invitation to bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Division will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Purchasing Division prior

to bid submittal.

#### **IV. Submission of Bids**

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

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

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

#### **V. Withdraw Bid Due To Errors**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid

opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

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

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

#### **VI. Testing and Inspection**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

#### **VII. F.O.B. Point**

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

#### **VIII. Patent Indemnity**

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

## **IX. Discounts**

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

## **X. Award**

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Bids are available for public inspection within 24 hours after bid opening, by appointment only.

**XI. Delivery Failures**

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

**XII. County Furnished Property**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

**XIII. Reject And Withdraw Bids**

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

**XIV. Contract**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed

that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

#### **XV. Non-Collusion**

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

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

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

#### **XVI. Conflict of Interest, Etc.**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

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

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening,

- directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

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

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

## **XII. Default**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

## **XIII. Disputes**

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

## **XIX. Substitutions**

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

## **XX. Ineligible Bidders**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the

supplier list under that commodity/service.

#### **XXI. Alterations Of Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

#### **XXII. Termination For Convenience**

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

#### **XXIII. Inter-governmental Agreement**

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

#### **XXIV. Indemnification and Hold Harmless**

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or

for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

## **XXV. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

## **XXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of

Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*

## **XXVII. Americans With Disabilities Act**

Cobb County requires all contractors to comply with applicable sections of the Americans With Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

**XXVIII. Evidence of Compliance with Georgia Security & Immigration Compliance Act**

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

The Contractor represents that it employs:

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

*(Contractor must initial appropriate category).*

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

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

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

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

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

**THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE**

*SEE AFFIDAVITS ON FOLLOWING PAGES*

**CONTRACTOR AFFIDAVIT & AGREEMENT  
EXHIBIT A**

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 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), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

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

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

\_\_\_\_\_  
Title

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

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

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

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**SUBCONTRACTOR AFFIDAVIT  
EXHIBIT A-1**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered 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)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

\_\_\_\_\_  
Title

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

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

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

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**EXHIBIT B**

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

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

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

Name of Firm: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

1. Contractor/Vendor is furnished the one-page *DBE Participation Report* form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,  
Attn.: DBE Report

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

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

**EXHIBIT C**  
**Cobb County Government Disadvantaged**  
**Business Enterprise Participation Report**

→ PLEASE keep this blank form for actual use as needed. Also, please print or type in the form. ←  
 Submitted by: \_\_\_\_\_ Period Invoiced: \_\_\_\_\_ From/To: \_\_\_\_\_

**Name of Prime Contractor/Vendor** \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_  
 Cobb County Project Name: \_\_\_\_\_  
 Cobb County Department or Agency receiving service or product: \_\_\_\_\_  
 Description of Purchased Service/Product: \_\_\_\_\_  
 Full Contracted Amount: \$ \_\_\_\_\_ Payment amount requested at this time: \$ \_\_\_\_\_

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Please provide the following information for each subcontractor participating during this reporting period:

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

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

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

Signature of Authorized Representative

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

**County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report**

## **SPECIAL TERMS AND CONDITIONS**

Page 1 of 3

1. Securing Documents:

Copies of the proposed Contract Documents may be obtained from:

**COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008**

**Bids are due in the Cobb County Purchasing Department by 12:00 (noon) on Thursday, April 9, 2009.**

2. Bid Form:

In order to receive consideration, make bids in strict accordance with the following:

- a. Make bids upon the form provided therefore, properly signed and with all items completed. Do not change, alter or add words to the Bid Form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection.
- b. Bids will only be accepted in a sealed envelope that clearly provides the Name of the Work, the Date and Time of the Bid and the Name of the Bidder. No telegraphic bids or telegraphic modifications of a bid will be accepted. Modifications to the bid are considered as part of the bid when placed on the front face of the bid envelope and initialed and dated by a person duly authorized by the bidder. Late bids will not be accepted
- c. Submit original and two (2) copies of the bids to: (Use enclosed label)

Cobb County Board of Commissioners  
C/o Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008

**BIDS SHALL BE DELIVERED TO THE COBB COUNTY PURCHASING DEPARTMENT LOCATED AT 1772 COUNTY SERVICES PARKWAY, MARIETTA, GA, PRIOR TO THE DATE AND TIME SPECIFIED HEREIN.**

## SPECIAL TERMS AND CONDITIONS

Page 2 of 3

### 3. Bonds:

**Bid security in the form of a bid bond, cashier's check or certified check for \$25,000.00 must accompany each bid.** The successful bidder's security will be retained until signed Contract and required certificates of insurance and bonds have been received by the Owner. No other form of bid security will be accepted.

The Owner reserves the right to retain the bid securities of all bidders until the successful bidder enters into a contract with the Owner or for until **90 days** after bid opening, whichever is sooner. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a contract or is unable due to the inability to timely provide insurance certificates, bonds, etc., to enter into a contract with the Owner; the Owner may retain the bid security as liquidated damages but not as a penalty.

Performance Bond and Labor and Material Payment bond, each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the state of Georgia, have a "best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bond limits equal to or in excess of those required for this project; or otherwise acceptable to the owner.

Attorneys-in-fact who sign bonds shall file with the bond a certified copy of their power-or-attorney to sign such bond. This Certificate shall include date of bond and shall be written by a surety company acceptable to the Owner and licensed to do business in the State of Georgia.

### 4. Examination of the Documents and Site of Work:

Before submitting a bid, each bidder shall examine the Documents carefully, shall read the Project Manual as well as all proposed Contract Documents and shall visit the site of the Work. Each bidder shall fully inform himself as to the conditions existing and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowances will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

## **SPECIAL TERMS AND CONDITIONS**

Page 3 of 3

5. Proof of Competency:

All contractors wishing to submit bids for this work must submit a Qualification Statement to the Cobb County Purchasing Department with their bid proposal. This form is provided as part of the Bid Form. A bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

6. Inquiries Prior to Bidding:

Bidders having questions with regard to the project or Bid Documents shall present these questions in writing for clarification by **5:00 pm on Tuesday, March 31, 2009 to:**

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

Responses to all questions will be issued in the form of an addendum. Bidders shall acknowledge receipt of addenda by inserting their number and date in the Bid Form. Failure to do so may subject bidder to disqualification. Addenda form part of the Contract Documents. In the event of a conflict between addendum items and those in other parts of the Contract Documents, addenda shall take precedence and govern in the order of the latest addendum.

7. Pre-Bid Conference:

**A pre-bid meeting will be held at the Cobb County Purchasing Department, Conference Room, located at 1772 County Services Pkwy, Marietta, GA. on March 23, 2009 at 11:30 a.m.** for the purpose of answering questions of prospective bidders. It is to the benefit of the bidders to attend. Information may be distributed. Attendance is strongly encouraged.

## SUPPLEMENTAL CONDITIONS

**All work of these Contract Documents shall be performed in compliance with the Americans with Disabilities Act.**

### **I. Insurance Requirements.**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### **A. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

#### **C. OTHER INSURANCE PROVISIONS**

1. General Liability, Automobile Liability, and Umbrella Liability Coverages  
The Owner and its officers, officials, employees and volunteers are to be

covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

#### D. ACCEPTABILITY.

Insurance is to be placed with insurers with an A.M.Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

#### E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

#### F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

## G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

## II. Misc Project Requirements:

- a. Materials and system types may designate specified manufacturers and models. *Substitution will be allowed if demonstrated by vendor to be equal or superior.* All materials incorporated into the work shall be new unless otherwise specified herein or approved in special circumstances by Owner or Architect.
- b. Cobb County Commissioners are required to make certain decisions that may come up during the course of the job. Depending on the timing, this could take several weeks before an available scheduled commission meeting.
- c. The Contractor represents that any reference by the Contract Documents to Cobb County as supplying utilities, permits, licenses, approvals, procedures or items of any nature whatsoever are included with the Contractor's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County. Contractor is completely responsible for any and all costs related to or levied as a result of this project. This also includes but is not limited to costs such as electrical power, gas, heat, light, water, sewer, telephone, temporary and permanent meters and fees of all types, etc.
- d. During the *construction* of the project, Contractor shall address construction concerns and questions to the **Cobb County Parks, Recreation, and Cultural Affairs Department** and shall not take direction from other persons or departments that may visit the site from time to time.
- e. It is the Owner's intention that the Contractor take the Bid Documents as they are and *provide completed facilities ready to be used as a completed project.* Any additional requirements that the Contractor may require to totally complete the project *to an acceptable condition* are the responsibility of the Contractor. This may include but is not limited to additional plan information, associated work not indicated, required exit sign and fire extinguishing/detection equipment, engineering stamps, protection of existing materials & equipment, securing and paying for all permits, fees, certificates of occupancy, etc.
- f. All costs related to the preparation, submittal, etc., of this bid by the bidder are the responsibility of the bidder and will not be assumed in full or in part by the Owner. The Owner makes no representation or guarantee by the issuance of this request for bids that this project will be funded and/or performed.

- g. *Should the Contractor fail to substantially complete the work under this contract per the specified schedule, he shall pay Owner liquidated damages \$250.00 per calendar day for each consecutive calendar day until project is complete; which sum is agreed upon as a reasonable and proper measure of damages which owner will sustain per diem by failure of Contractor to complete work within time as stipulated; it being recognized by Owner and Contractor that the injury to Owner which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. Contractor shall not be entitled to any compensation should he finish early.*

**SPECIFICATIONS  
PLAYGROUND IMPROVEMENTS AT VARIOUS COBB COUNTY PARKS**

**GENERAL SCOPE:**

Owner intends to install new Playground Equipment in selected Parks. All work shall be done in a manner that is in compliance with all applicable code requirements including the Americans with Disabilities Act and the Georgia Accessibility Code as it applies for outdoor developed areas. Projects must be completed **within the calendar day period set forth in the contract documents**. Consideration of a reasonable shipment time may be added to the schedule.

It is the intention of the Owner to provide three (3) separate levels of performance specifications, Small, Medium, and Large Playgrounds. The Small capacity range is from 50-60 participants, the medium capacity range is from 100-130 participants, and the large capacity range is from 130-175 participants. All modular components must meet the following specifications:

- 1) 5" O.D. Tubing uprights
- 2) 11 gauge steel decking
- 3) Powder coating colors on tubing uprights
- 4) Alloy stainless steel hardware.
- 5) Wide array of color combinations for panels, uprights, etc.
- 6) Must be IPEMA certified manufacturer
- 7) Installers must be CPSI installers.
- 8) All fall surfacing must meet all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing is certified by IPEMA to meet federal CPSC guidelines
- 9) If the option of Poured In Place surfacing is used, it must have a minimum of a 2 year warranty.
- 10) If synthetic turf safety surfacing is used, it must meet the above requirements as well.

Playground equipment to be installed at the following Parks:

Fair Oaks Parks  
1460 Brandon Drive/3499 West Booth Rd  
Marietta, GA

Nick A Jack Park  
3630 Oakdale Road  
Mableton, GA

Kennworth Park  
4100 Hwy 293 NE  
Acworth, GA

Noonday Creek Park  
489 Hawkins Store Road  
Kennesaw, GA

East Cobb Park  
3322 Roswell Road  
Marietta, GA

Shaw Park  
3016 Canton Road  
Marietta, GA

**Small Playground:**

**Minimum Use Zone:** 50' x 50'

**Child Capacity:** 50 - 60      **Ages:** 2 to 12

**ADA:** The intent of this playground is to integrate persons of all abilities to be able to interact and play. Bidder must consider the individual and their ability to participate independently, and then focus on creating an accommodating environment rather than requiring the individual to adapt. This unit not only must meet ADA guidelines but must accommodate independent play for people of all abilities.

**Consists Of:**

- Musical Drums section
- Spinner Seats/bowls
- Transfer point with access attachments
- Double zip slide
- Mega Rock type climber
- Wave Climber link
- Play curbs
- Leaning Wall Climber
- Spica 3/Junior Spica/Xcelerator
- Vertical Climbing wall
- Double "y" slide
- Web tails
- Safety Surfacing with drainage

## **Medium Playground:**

**Minimum Use Zone:** 65' x 65'

**Child Capacity:** 100 - 130   **Ages:** 2 to 5 or 5 to 12

**ADA:** The intent of this playground is to integrate persons of all abilities to be able to interact and play. Bidder must consider the individual and their ability to participate independently, and then focus on creating an accommodating environment rather than requiring the individual to adapt. This unit not only must meet ADA guidelines but must accommodate independent play for people of all abilities.

### **Consists Of:**

- ADA wide ramps
- Telescope enclosures
- Stool climbers
- Spinner seats/bowls
- Arched net link
- 8' Vertical Wall Climber
- Overhead Ladder access package
- Transfer point with access attachments-
- Safety Surfacing with drainage
- Deck curbs
- Musical Drums/instrument section
- Spica 3/Junior Spica/Xcelarators
- Loop Ladder
- Dueling Zip Slide
- Game panels, etc
- Bubble climber
- ADA Crowes nest with play panels
- Play curbs

## **Large Playground:**

**Minimum Use Zone:** 85' x 85'

**Child Capacity:** 130 – 175    **Ages:** 2 to 5 or 5 to 12

**ADA:** The intent of this playground is to integrate persons of all abilities to be able to interact and play. Bidder must consider the individual and their ability to participate independently, and then focus on creating an accommodating environment rather than requiring the individual to adapt. This unit not only must meet ADA guidelines but must accommodate independent play for people of all abilities.

### **Consists of:**

- Miram Skater
- Surf Around Spinners
- Jacobs Ladder
- Rumble/Roll Zip Slide
- Gizmo Panels with multiple play
- Wide side clover leaf climber
- Accessible Dragon
- ADA Big Foot Slide
- Wide Deck Tree Climber
- Little Foot Slide
- Giant Wave Climber
- Safety surfacing with some PIP
- Super Nova
- Bowl spinners
- Pollux Station
- ADA Wide Ramps
- ADA Crowes Nest
- Inch worm climber
- Double Wider Slide
- Theater Panel
- Double Zip Slide
- ADA Incline Ramp Links
- Ground Level play activities
- Play curbs

- 1.) Contractor shall provide all materials and labor necessary for the installation of Playground Equipment as specified. In addition Contractor shall provide all tools, apparatus, safety barriers, and supervision necessary to accomplish said project. Site grading and landscaping to be provided by others.
- 2.) Designs will be submitted for all playgrounds at time of bid opening for inspection and review.
- 3.) Contractor shall follow County Standards and applicable codes during construction for the installation of playground equipment.
- 4.) All Playgrounds will be made ADA accessible and all surfaces shall comply with the following mission statement: The intent of this playground is to integrate persons of every ability. Bidder must consider the individual and their ability to participate independently, and then focus on creating an accommodating environment rather than requiring the individual to adapt. This unit not only must meet ADA guidelines but must accommodate independent play for people of all abilities.
- 5.) All cutting and patching, removal and replacements, including everything necessary to successfully perform this work and return each facility to its existing condition is the responsibility of this contractor.
- 6.) Contractor shall be responsible for any damage to the existing Parks facilities caused by or as a result of, any work performed by this contractor during construction. Any existing damage shall be reported to the owner prior to the contractor beginning work.
- 6.) Contractor shall maintain safe work practices also including barricades etc., so as not to endanger in any fashion, any persons entering, leaving, working at or in, or visiting the Parks facilities.
- 7.) Contractor shall obtain all necessary permits and inspections for each job.
- 8.) Contractor shall provide the owner with submittals/shop drawings prior to installation which includes the components of the structures as described in the specs.
- 9.) Contractor shall closely co-ordinate with Cobb County Parks, Recreation and Cultural Affairs for the exact location for the Playground equipment.
- 10.) All work to be performed in strict accordance with the IPEMA, CPSC, NPSI, ASTM and CPSI acceptable standards.
- 11.) **Contractor shall complete the installation of playground and surfacing within ninety (90) days of shop drawings.**

- Prior to "Notice to Proceed", Contractor will provide the owner with a mutually agreed upon progress schedule which must be diligently followed. Contractor will be expected to provide overtime, if necessary, in maintaining the schedule.
- Some of the work will occur in occupied areas. This work shall be performed in a manner that will not interfere with the normal operation of this facility.
- Any work which entails extenuating circumstances must be coordinated with the owner's representative prior to performing work with adequate notice to allow proper notification of the facility representatives for scheduling on owner's behalf.
- Contractor shall cooperate with the owner in making every reasonable effort to maintain or reduce the contract time.

**ALTERNATE #1:**

In accordance with this contract we are also asking each independent contractor to bid on an abstract design for each type of playground (Small, Medium and Large). We would entertain the proposals for design and installation of alternate (abstract) playground safety surfacing in accordance with the above provisions (with the exception of required items).

**BID FORM**

**Page 1 of 3**

THE UNDERSIGNED HAVING EXAMINED THE PROPOSED CONTRACT DOCUMENTS TITLED:

**PLAYGROUND IMPROVEMENTS/VARIOUS COUNTY PARKS  
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS  
SEALED BID #09-5395**

Having visited the site and examined the conditions affecting the work \_\_\_\_\_ hereby proposes and agrees to furnish all labor and materials, equipment, and appliances and to perform the operations necessary to complete the work as required by proposal documents, for all of the work identified. **Prices to remain in force for a period of one (1) year after bid award.**

**Total Cost - (Small Playground )**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**Total Cost - (Medium Playground)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**Total Cost - (Large Playground)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**Alternate #1: Designs submitted with pricing.**

**Total Cost - (Small Playground)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**Total Cost - (Medium Playground)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**Total Cost - (Large Playground)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Project Manual.

**CONTRACTOR'S QUALIFICATION STATEMENT**

**I. CONTRACTOR**

Name of Contractor:

Address of Contractor:

Primary Contact Person:

Telephone Number:

**II. BANK REFERENCE**

Primary Bank:

Relationship officer

Responsible for account:

Telephone Number:

**III. BACKGROUND**

Has Contractor ever done business under a different name?

If so, provide names:

Prior projects with Cobb County:

**SIMILAR PROJECT EXPERIENCE**

1. Name of project:

Address of project:

Contact person with Owner:

Phone number:

2. Name of project:

Address of project:

Contact person with Owner:

Phone number:

**BID FORM**  
**Page 3 of 3**

Bidder:

Signed:

Title:

Address:

Bonding Co:

Bonding Co Agency:

License:     #

Type of Business Entity:

\_\_\_\_\_ (Corporation, sole proprietorship, partnership, p.c.)

Individual Members of the Firm

President of the Corporation

Secretary of the Corporation

Corporation is organized under the Laws of the State of

Bid dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009

END OF BID FORM