

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: MARCH 11, 2010

Cobb County will receive Sealed Bids before 12:00 NOON, March 11, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5480
PURCHASE OF 300 SELF CONTAINED BREATHING APPARATUS UNITS (SCBA)
COBB COUNTY FIRE AND EMERGENCY SERVICES**

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

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents.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

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:

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

Advertise: FEBRUARY 26, 2010
MARCH 5, 2010

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.



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

BID/PROJECT NUMBER: 10-5480
PURCHASE OF 300 SELF CONTAINED BREATHING APPARATUS UNITS (SCBA)
COBB COUNTY FIRE & EMERGENCY SERVICES

DELIVERY DEADLINE: MARCH 11, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: MARCH 11, 2010 @ 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 10-5480; 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: FEBRUARY 26, 2010
MARCH 5, 2010



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

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.**

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, 2nd 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

SEALED BID # 10-5480 DATE: March 11, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Purchase of 300
Self Contained Breathing Apparatus Units (SCBA)**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 10-5480
PURCHASE OF 300 SELF CONTAINED BREATHING APPARATUS UNITS (SCBA)
COBB COUNTY FIRE & EMERGENCY SERVICES**

BID OPENING DATE: MARCH 11, 2010

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 1 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

N.I.G.P. COMMODITY CODE: 34007

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

"STATEMENT OF NO BID"

SEALED BID NUMBER 10-5480

PURCHASE OF 300 SELF CONTAINED BREATHING APPARATUS UNITS (SCBA

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: _____

Invitation to Bid
Purchase of Three Hundred (300) Self-Contained Breathing Apparatus UNITS
(SCBA)
Cobb County Fire & Emergency Services
Sealed Bid #10-5480

SCOPE AND SPECIFICATIONS

1.0 General Requirements

- 1.1 Cobb County Fire & Emergency Services (CCFES) is seeking bids for the following Self-Contained Breathing Apparatus (SCBA): SCOTT Health & Safety NXG7 **OR** the SPERIAN FIRE WARRIOR. **NO SUBSTITUTIONS.** Exact model and accessories to be detailed further in sections 12 and 13 respectively.

Bids are due to the Cobb County Purchasing Department before 12:00 noon on **March 11, 2010**. Late bids will not be accepted.

Pricing shall remain firm for 12 months after bid award.

- 1.2 All items listed in the specifications are to be considered mandatory except work and equipment listed as “options”.
- 1.3 Cobb County Fire & Emergency Services reserves the rights to reject any or all bids received and accept any bid that in its judgment best serves the interest of Cobb County and the department.
- 1.4 Equipment manufacturer shall have MINIMUM \$10,000,000 Liability Insurance. Documentation of insurance must accompany proposal. Failure to include proper documentation will be cause for automatic bid rejection.
- 1.5 The successful bidder must maintain a fleet of mobile service vehicles capable of providing on-site service and repair for the SCBA and a minimum of \$ 5,000,000 of liability insurance. Documentation of insurance must accompany proposal. Failure to include proper documentation will be cause for automatic bid rejection.

- 1.6 The successful bidder must be authorized to perform all the required repairs and service by the respective manufacturers. Each bidder shall include documentation of this requirement with their bid package along with copies of each certified technician's current certification.

2.0 Certification and Standards

- 2.1 The breathing apparatus shall be NIOSH certified as a positive pressure type. They shall comply with the NFPA Standards # 1981, 2007 Edition Open Circuit Self Contained Breathing Apparatus for the Fire Service.

3.0 Warranty

- 3.1 The bidders shall describe their warranty in detail. Bidder's proposal shall list the length of warranty and the warranty limitation for each of the components that are listed below. The proposal must include how freight charges will be handled on parts and returns during the warranty period.

Second Stage Regulator	Harness
Backpack	Face piece Assembly
Hoses and Fittings	Cylinder & Valve
Head Harness or Head Net	Integrated PASS
Gaskets and "O" Rings	Voice Amplification
Pressure Reducer	Radio Interface
Electronic Displays	Buddy Breather
Audio/Visual Alarms	First Stage Reducer

- 3.2 A minimum warranty period of four years is desired on all Electronic Components excluding batteries. This warranty shall be included in bidder's proposal and should include all exclusions and limitations.

- 3.3 Evaluation of warranty length, provisions, exclusions and limitations will be considered in awarding of this bid.

4.0 Training

- 4.1 Bidders shall include in their bid price the costs to conduct a training program to train the county trainers in the operation and field preventive maintenance procedures. Training shall start within 5 business days of the delivery of the SCBA and associated equipment unless notified by Cobb County Fire & Emergency Services of a need to change the schedule. Training shall consist of 5 days of training lasting approximately 8 hours each day.
- 4.2 Bidders shall include in their bid price the costs to conduct a training program to train the County Air Technicians for certification in the repair, testing and maintenance of the SCBA. This level of certification training shall qualify Cobb County technicians to perform warranty work when authorized by the successful bidder. All support manuals, training aids and parts information shall be included. This training will be performed at a Cobb County Facility.

5.0 Face piece Quantitative Fit Testing

- 5.1 After receipt of a County purchase order the successful bidder shall, with their equipment and personnel, conduct a face piece quantitative fit test for approximately 680 Cobb County Fire personnel. This procedure shall be used to determine the appropriate face piece size, type of skirt material and head harness that is needed to properly fit these individuals with their personal face piece.

6.0 OHD Quantifit Fit Tester

- 6.1 Bidders shall include a new OHD Quantifit Fit tester with roll around hard case, software, keyboard and all necessary adapters to fit their SCBA.

- 6.2 Delivery, set-up, calibration, and training of County SCBA technicians in the operation and maintenance of the tester shall be provided by the successful bidder or designee.

7.0 Replacement Parts

- 7.1 The bidders shall identify in their bid proposal, the type including part numbers and quantity of parts that they estimate will be necessary to maintain their SCBA. Bidder's proposal shall outline the estimated cost of parts and labor necessary to maintain one SCBA as specified herein for one year using manufacturer recommended maintenance schedule. Failure to include a Good Faith Estimate of these costs may be cause for rejection of the proposal.
- 7.2 The successful bidder must be able to provide spare parts within 48 hours of request from Cobb County.

8.0 Delivery

- 8.1 Delivery is desired as soon as possible or within 42 calendar days (six weeks) after receipt of the purchase order.
- 8.2 The successful bidder shall, at no additional costs to the county, provide their personnel to assist County personnel in receiving, unpacking and inspecting the entire order. Any shortage, damage or other discrepancy in the order shall be documented at that time. The successful bidder shall be responsible for the delivery of a complete and correct order.
- 8.3 Delivery of the SCBA's and associated equipment shall be to the Cobb County Public Safety Supply Unit located at 1596 County Services Parkway , Marietta, GA 30008.

9.0 Function and Flow Test

- 9.1 Each SCBA shall be flow tested per NFPA standards prior to delivery to Cobb County. Written test results shall be provided for each SCBA.

10.0 Acceptance

- 10.1 The equipment will be considered acceptable for payment or beginning payment and the commencement of warranty when the order has been delivered in compliance with the specifications, tests have been completed to determine proper operation, and the training specified in this document has been completed.

11.0 Cylinder Dates and Construction

- 11.1 All cylinders at the time of delivery shall be within one hundred eighty (180) calendar days of their manufactured date as marked on each cylinder. They shall be 4500 psi and constructed of aluminum alloy inner shell and fully over wrapped with carbon fiber and fiberglass (commonly referred to as “carbon fiber bottle”). Outer coating shall be epoxy.

12.0 SCOTT NXG7 SCBA Specifications

- 12.1 SCOTT NXG7 with standard NXG7 back frame including the drag strap. Chest strap shall be included.
- 12.2 AV-3000 face piece with small, medium, and large sizes.
- 12.3 EPIC Voice Amplifier with battery installed. Bracket for connection to the mask shall be included.
- 12.4 Integrated PASS device with control console with the required batteries installed.

- 12.5 Regulator with quick connect fitting for easy change out. Regulator shall have an Integrated Heads up Display (HUD) for air supply notification.
- 12.6 Buddy breather hose and fittings located in a pouch on the waistband.
- 12.7 Carrying case shall be the hard plastic type.
- 12.8 RIT-PAK II 200223-05 with 20' EBSS hose and 10' RIC hose and case. Kit shall include a medium mask and regulator.

13.0 SPERIAN WARRIOR SCBA Specifications

- 13.1 Standard Warrior back frame with chest strap and regulator with Heads Up Display (HUD).
- 13.2 TwentyTwentyPlus face piece with small, medium, and large sizes.
- 13.3 Buddy breather hose and fittings located in a pouch on the waistband.
- 13.4 Regulator with quick connect fitting for easy change out. Regulator shall have an Integrated Heads up Display (HUD) for air supply notification.
- 13.5 Integrated PASS device with control console with the required batteries installed.
- 13.6 CommCommand VAS Kit for mask mounted voice amplifier with required batteries installed.
- 13.7 Carrying case shall be the hard plastic type.
- 13.8 Waistband shall have one (1) large utility D-ring and one (1) regular utility D-ring installed.

13.9 Escape belt system shall be priced as an option.

13.10 UAC Rapid Intervention Kit shall include bag, pneumatics, 10 ft. intermediate pressure hose with fittings and shutoff. Medium mask and regulator shall be included.

14.0 Optional Equipment

14.1 Escape belt system installed in place of or attached to the standard waist belt. System must include a minimum of 50' of 7.5 mm fire resistant Technora rope, Petzl Exo descent device, self locking carabineer, and a Crosby anchor hook.

Cobb County 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.

Invitations to Bid (ITB) issued by Cobb County are advertised on the Cobb County Internet site, www.purchasing.cobbcountyga.gov 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 2, 2010**. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Email: purchasing@cobbcounty.org Fax: 770-528-1154

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda 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 (48 hours) after the conclusion of the bid opening. 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. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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.

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. 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 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.

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. *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.

XI. County Furnished Property

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

XII. Rejection of Bids

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

XIII. 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. The County reserves the right to make alterations to Sample Contracts.

XIV. 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.

XV. 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 otherwise 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

**XXVI. 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.

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

EXHIBIT A
CONTRACTOR AFFIDAVIT & AGREEMENT

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).*

**EXHIBIT A-1
SUBCONTRACTOR AFFIDAVIT**

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).*

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

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/ITB or contract, additional reporting forms may be required as well .

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

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

***** Instructions *****

1. Contractor/Vendor is furnished the one-page ***DBE 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 to make copies for actual use as needed. Also, please print or type in the form.* ←

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

1. Are YOU, the Prime Contractor 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

Bid Form

Purchase of Three Hundred (300) Self Contained Breathing Apparatus Units (SCBA) Sealed Bid #10-5480

Description	Quantity	Unit Price	Total
SCBA as specified with mask and 45 minute carbon fiber bottle	300	\$	\$
Spare 45 minute carbon fiber bottles	450	\$	\$
Spare 60 minute carbon fiber bottles	40	\$	\$
Spare mask (various sizes)	400	\$	\$
Spare regulators (not required on Sperian Warrior)	400	\$	\$
OHD Quantifit Fit Tester including roll around hard case, software, keyboard and all necessary adapters	1	\$	\$
Electronic Voice Amplification System with appropriate bracket to mount to mask. Batteries included.	700	\$	\$
Rapid Intervention Kit including bag, pneumatic hoses and adapters, 60 minute carbon fiber bottle, regulator, and medium mask as specified in Sections 13.8 and 14.10	15	\$	\$
Hard plastic carrying case	50	\$	\$
OPTIONAL: Escape belt system in place of or attached to the waist belt. All necessary hardware as specified in section 14.	300	\$	\$

Quantities are estimates only and are subject to change