

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: JULY 8, 2010

Cobb County will receive Sealed Bids before 12:00 NOON, July 8, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5503
ANNUAL CONTRACT
PURCHASE OF ¾” TO 10” WATER METERS
COBB COUNTY WATER SYSTEM**

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No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents.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: JUNE 25, 2010
JULY 2, 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: 10-5503
ANNUAL CONTRACT
PURCHASE OF 3/4" TO 10" WATER METERS
COBB COUNTY WATER SYSTEM

**DELIVERY DEADLINE: JULY 8, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: JULY 8, 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 10-5503; 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: JUNE 25, 2010
JULY 2, 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 # 10-5503 DATE: July 8, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Annual Contract
Purchase of ¾" to 10" Water Meters**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 10-5503
ANNUAL CONTRACT
PURCHASE OF ¾" TO 10" WATER METERS
COBB COUNTY WATER SYSTEM**

BID OPENING DATE: JULY 8, 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 3 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 89044

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 10-5503
ANNUAL CONTRACT
PURCHASE OF 3/4" TO 10" WATER METERS**

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
Annual Contract - Purchase of ¾” to 10” Water Meters
Cobb County Water System
Sealed Bid #10-5503

Scope of Services

The Cobb County Water System (CCWS) provides a potable water distribution system and wastewater treatment based services to approximately 175,000 customers in unincorporated Cobb County, Georgia. Cobb County encompasses 348 square miles. The billing data for this customer base is developed from water meters at each location ranging in size from ¾” x ¾” to 10”. This bid is for the purpose of securing prices for meters in new installations, but also involving an older meter change out program, for a total purchase of approximately 12,500 - ¾” residential water meters annually.

Cobb County is seeking to purchase water meters at a set contract price. Bids shall be submitted exactly as described on the bid form. All breakdowns indicated on the bid forms are required.

Bids are due to the Cobb County Purchasing Department before 12:00 noon on July 8, 2010. Late Bids will not be accepted.

Any questions regarding this bid must be submitted in writing to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
E-mail: purchasing@cobbcounty.org

Deadline for question submittal is Tuesday, June 29, 2010 by 5:00 pm

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.
- c. Bid Package shall include a completely filled out and executed Bid Form. Submit an original and three (3) copies.

Term:

The term of this full service contract shall be for a period of two (2) years, commencing on a mutually agreeable date and ending two years later. The maximum total obligation of Cobb County, Georgia, for a two-year contract shall be limited to the Service Provider's bid price including twelve months' service. This agreement may be renewed for an additional one (1) year term. In case of necessity, the contract may be extended on a month-to-month basis by agreement of both parties.

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

This contract shall be deemed to obligate Cobb County, Georgia, only for those sums payable during the calendar year of execution. It shall not be deemed to create a debt of Cobb County, Georgia, for the payment of any sum beyond the calendar year of execution.

Amount of Contract Provision:

Both Cobb County and Service Provider acknowledge that this agreement is subject to the terms of O.C.G.A. § 30-60-13. In accordance with such provision, this agreement shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which this agreement is executed and at the close of each succeeding calendar year in which this agreement may be renewed by the parties hereto. Additionally this agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy Cobb County's obligations hereunder. Title to any materials or supplies to be furnished by Service Provider as part of the service described in this agreement shall remain in Service Provider until Cobb County has paid for such items.

This agreement shall, nonetheless, be renewed on an annual basis unless Cobb County provides written notice to the Service Provider of its intention to terminate the agreement at least thirty (30) days prior to the close of the calendar year for which the agreement is presently in effect between the parties and/or has been renewed by the parties.

The agreement shall obligate Cobb County in any given calendar year during which this agreement is effective between the parties solely and at most for those sums specified in Section IV, Compensation. The parties hereto, as is necessary from time to time, may amend the agreement to further specify and clarify the financial obligations of Cobb County for any and all renewal terms.

Notwithstanding the foregoing language, the Service Provider agrees to continuously render the professional services specified by the agreement to Cobb County for such terms or renewal terms as are

effective pursuant to this agreement and for which the County agrees to pay in accordance with the terms of the agreement or any future amendments thereto.

Examination of the Documents:

Before submitting a bid, each Bidder shall examine and carefully read the Bid Documents. 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 Bid 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.

Proof of Competency:

Bidders may be required to furnish additional evidence satisfactory to the Owner that he has sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner as detailed in the specification section of this bid package.

Bid Evaluation Criteria:

Capability of the Bidder to perform. The ability of the Bidder to deliver in the time specified in the bid.

Prices quoted to supply specified materials. The bids will be evaluated based on the unit price of each item.

Performance of the Bidder on all contracts during the last three (3) years. Contact with past and present customers of the Bidder will be made. Bidder will provide a listing of all clients upon request. With this bid, bidder is to provide at least five (5) references that include Utility name, phone number, point of contact, quantity of meters delivered (comparable to the quantities listed in this document), and length of use.

Work:

Contractor represents and agrees that it has carefully examined and understands the Bid Documents relevant to the Bid; has adequately investigated the nature and conditions of the locality; and has entered into this Bid based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Owner.

Miscellaneous:

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.

The Bidder 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 Bidder's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County.

All matters relating to the validity, performance, or interpretation of this Agreement shall be governed by the laws of the State of Georgia, performance, or interpretation, as the case may be, of the Contract.

This Agreement, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements, and understandings related to the subject matter hereof.

This Agreement may not be changed in any way except as herein provided or by a writing signed by a duly authorized officer or agent of each party. No requirement of this Agreement may be waived except in writing signed by a duly authorized officer of the waiving party.

The provisions of this Agreement and the Bid Documents are intended to supplement and complement each other. If, however, any provision of this Agreement irreconcilably conflicts with a provision of the Bid Documents, the provision imposing the greater duty on the Contractor shall govern.

GENERAL SPECIFICATIONS:

I. Manufacturer:

All water meters shall be assembled and tested within the United States of America (Continental U.S., Alaska, and Hawaii). The Contractor must have continuously manufactured, catalogued, sold, and have in service, similar or equal to water meters proposed, for a minimum period of three (3) years. The Contractor shall provide locations of all testing facilities and maintain a Southeastern USA parts distribution facility. All water meters shall conform to the NSF61 requirements.

In an effort to prepare for the future, all water meters supplied 2” and above under this contract shall be equipped with a true encoder register that is radio read capable via a remote receiving unit (i.e. fixed base, vehicle mobile unit, handheld, etc.) that communicates with Itron equipment and MVRS reading software. The Owner currently has an Itron MVRS meter reading system utilizing the FC-200 handheld.

II. Factory Test:

Each meter delivered shall have accuracy test available upon delivery. This data shall contain the percent of accuracy at pre-determined minimum, intermediate, and maximum flows, based on size as defined on Attachment “A”. The meter serial number and date of test must be indicated on the test data. This data shall be in a report/list format and include all meters in the shipment and received at time of delivery of meters.

III. Meter Connections and Flanges:

Water meters will be priced without meter connectors, flanges, gaskets or washers.

IV. Quantity:

The Contractor will be required to supply meters on an as needed basis, whether the total quantity ordered shall be substantially greater or less than the quantity estimated in the bid invitation. The Contractor shall have no claim against the County for any additional compensation by reason thereof.

Estimated 2 year Contract Usage:

¾" POS. DISPLACEMENT	22,000 meters
1" POS. DISPLACEMENT	220
1.5" POS. DISPLACEMENT	75
2" POS. DISPLACEMENT	30
3" COMPOUND, MAG. DRIVE	20
4" COMPOUND, MAG. DRIVE	20
2" CLASS II TURBINE	1
3" CLASS II TURBINE	1
3" FIRE HYDRANT, CLASS II TURBINE	25
4" CLASS II TURBINE	1
6" CLASS II TURBINE	1
8" CLASS II TURBINE	1
10" CLASS II TURBINE	1
6" FIRE SERVICE, COMPOUND	10
8" FIRE SERVICE, COMPOUND	10
10" FIRE SERVICE, COMPOUND	5
4" D.C.D.A. Backflow Device	15
6" D.C.D.A. Backflow Device	35
8" D.C.D.A. Backflow Device	35
10" D.C.D.A. Backflow Device	3

V. Warranty:

The Manufacturer shall include a warranty statement with its bid for each meter size grouping and/or type. Provisions for submitting warranty claims shall be detailed. The water meter manufacturer shall have and maintain a facility that can test and repair water meters not covered by a warranty. A notarized statement shall be submitted, signed by an authorized officer of the company, confirming that the following minimum warranty coverage exists from the date of installation:

- (a) All complete meter assemblies shall be free from manufacturing defects in workmanship and materials for a period of 12 months.
- (b) All main cases meeting NSF-61 requirements for meter sizes ¾-inch through 2-inches shall be free from manufacturing defects in workmanship and materials for a period of 15 years.
- (c) All meter housings for meter sizes greater than 2-inches shall be free from manufacturing defects in workmanship and materials for a period of 1 year.
- (d) All meter register (direct read and radio read) assemblies and components shall be free from manufacturing defects in workmanship and materials for a period of 10 years.
- (e) An acceptable exchange program shall be in place to provide new replacement meters for warranty claims.

VI. Preparations For Delivery:

All meters will be purchased on an as-needed basis during the contract period. Water meters shall be delivered as a pre-assembled, total unit. The bid price shall include delivery of all meters FOB: Cobb County Water System, 680 South Cobb Drive, Marietta, Georgia 30060-3113, Building #4. **Meters shall be delivered promptly as requested with a delivery date not greater than 30 days.**

VII. Standards:

All water meters and valves furnished shall conform to the ANSI/AWWA “Standard Specifications For Cold Water Meters and Valves” - Sections C700, C701, C702, C703, C707 and C509 or latest revision or as otherwise stated. All meters bid must also meet ANSI/NSF Standard 61. Any and all exceptions taken to any part of this bid request **must be explained** and described in detail in your proposal, cross-referenced to applicable bid paragraph number or letter.

VIII. Meter Samples:

Cobb County Water request that a ¾” meter with direct read register, identical to the meter being bid, be provided to purchasing by bid opening. The sealed bid must be delivered separately for the purpose of bid opening. Upon request from the Owner, the Contractor must furnish and make available a sample of each water meter bid, prior to bid award. Delivery of sample water meters shall be made in not greater than seven (7) days from request. The water meter(s) will possibly be disassembled for evaluation and inspection purposes by qualified technicians. The Owner will not be responsible for cost associated with damage due to inspection of the registers for evaluation purposes of the sample water meters.

IX. Spare Water Meter Parts:

The Bidder and/or the manufacturer shall have an adequate meter parts inventory for all water meters bid. All individual meter parts ordered shall be delivered to the Owner within 30 days from the date of the confirmation of the order. Failure to meet this requirement shall be reason to terminate this agreement.

X. Accuracy Standards:

The accuracy standards of each water meter delivered will be in accordance to all AWWA or Cobb County Water System standards. Refer to Attachment “A” for Cobb County Water System minimum, intermediate, and high-end flow accuracy standards.

XII. Register:

The register shall consist of a straight-reading U. S. gallons odometer-type totalization display, with a center sweep hand and flow detector for leaks. The register shall be permanently sealed, constructed of a tempered glass lens top and the bottom housing shall be of a material that will assure long life and provide a waterproof component. The

thousands dials shall be clear and distinct in contrasting colors from the hundreds dials. The register housing shall have the serial number visible from above. The Cobb County Water System prefers the register shall have heat-treated, tempered glass, to minimize breakage and/or scratching. The register must be protected by some type of tamper-proof device. Where screws are used to connect the register housing to the main case, the screws shall be drilled two (2) ways so that sealing wire and lead seals may be used.

CCWS currently only reads the large water meters directly, but is in the process of transitioning to Itron Radio Read. All 2" and larger water meters shall be delivered Itron radio-read ready including all necessary components. Water meters that are 2" and larger may have a non-glass, transparent register lens. Small water meters (less than 2") shall be delivered with the direct read replaceable register that does not require interruption of service to replace. The replacement encoder register design shall prevent the transceiver unit attachment wire connectors or connection terminals from being exposed to the environmental elements of the meter box that is standard and customary in CCWS region.

ENCODER REGISTER AND REMOTE: All units must conform to American Water Works Standard C-707 as most recently revised. CCWS prefers true encoders that read the placement of the wheels when interrogated.

The transmitting unit shall transmit the meter reading and register identification number when interrogated by the interrogation device. To ensure a reliable interrogation system in the moisture environment of a meter pit or vault, the transceiver unit shall be housed in a separate enclosure with factory sealed connections with an environmentally approved epoxy at both the transceiver unit module and register terminal connections

Register output data format for Automatic Meter Reading (AMR) shall be 7-bit ASCII (American Standard Code for Information Interchange) digital, plus an even parity bit. The register identification number is to be factory set and non-programmable so as to protect the integrity of the system by eliminating possible programming duplication of the identification number in the field.

Occasionally, Cobb County Water may request to have a smaller ¾" – 1.5" positive displacement water meter ordered to come with an electronic register to be read remotely. We would expect the same encoder register as mentioned above to be supplied with this meter request.

FCC REGULATIONS

All equipment must comply with current Federal Communications Commission (FCC) requirements, which include proper labeling of the meter transceiver unit. The Bidder must have supporting documentation available upon request to verify compliance.

PERFORMANCE WARRANTIES

Warranty coverage expectations are defined in Item V, Warranty, and Item XI, Accuracy Standards, above.

Battery warranty shall be a minimum of ten (10) years from date of factory shipment. Details for the expected life of the batteries in normal installations shall be included with bid response.

Displacement Type - Magnetic Drive for ¾” Short Length Meters and 1”

TYPE: Magnetic driven, positive displacement by oscillating piston or nutating disc, meeting AWWA C700 standards or latest revision.

MAIN CASE:

All meters shall have a waterworks bronze outer main case. All main cases shall have a removable bottom plate made of waterworks bronze or other approved copper alloy, secured by at least four (4) stainless steel stud bolts on the ¾” meter and at least 6 stainless steel stud bolts on the 1” meter. All meters shall have strainers, which are removable for cleaning or replacing. The entire main case must conform to NSF61 requirements.

The serial number, direction of flow, and size of meter shall be cast so that they may be seen from above in a normal installation.

The complete ¾” meter must be designed so that it will fit into a Ford 12 test bench, as in a normal meter installation.

OVERALL LAYING LENGTH:

¾” meter = 7½”
1” meter = 10¾”

MEASURING CHAMBER:

Nutating disc or oscillating piston type. Vulcanized hard rubber or a suitable engineering plastic, as described in Section 2.4 AWWA C-700 Standards.

Pressure:

The device and the internal parts must be made of materials suitable for potable water and be rated for 150 P.S.I. working pressure.

METER CONNECTORS:

Water meters shall be priced without meter connectors or washers.

REGISTER: (normal order)

Water meter shall be provided with direct read removable/replaceable register with distinct differences between the hundreds and thousand gallon dial positions.

¾” -1” REGISTER RADIO-READ READY: (special order only)

The register for ¾” and up water meters under this request shall be a true encoder with distinct differences between the hundreds and the thousand gallons dials that reads the position of the wheels when interrogated. All ¾” - 1” and larger water meters shall be delivered Itron radio-read ready. They shall be delivered with all necessary components to be remotely read upon installation. CCWS will supply the Itron register lead as needed to be factory installed.

Positive Displacement Type - Magnetic Drive , 1.5” and 2”

TYPE: Magnetic driven, positive displacement by oscillating piston or nutating disc, meeting AWWA C700 standards or latest revision.

MAIN CASE:

All meters shall have a waterworks bronze outer main case. All main cases must have an upper top plate bolted to the main case so that the meter may be repaired without removing it from the service line. Stainless steel bolts for top plate. All meters shall have removable strainers.

The serial number, direction of flow, and size of the meter shall be cast upon the top plate so that they may be seen from above in a normal installation.

Water meters shall be priced with oval flanges and delivered as ordered.

All meters must conform to NSF61 requirements.

OVERALL LAYING LENGTH:

1.5” meter = 13”

2” meter = 17”

MEASURING CHAMBER:

Nutating disc or oscillating piston type. Disc or piston are to be constructed of vulcanized hard rubber or a suitable engineering plastic as described in Section 2.5 AWWA C-700 or latest revision.

Pressure:

The device and the internal parts must be made of materials suitable for potable water and be rated for 150 P.S.I. working pressure.

1.5" REGISTER: (normal order)

The 1.5" water meter shall be provided with a direct read removable/replaceable register with distinct differences between the hundreds and thousand gallon dial positions.

1.5" REGISTER RADIO-READ READY: (special order only)

The register for 1.5" and up water meters under this request shall be a true encoder with distinct differences between the hundreds and the thousand gallons dials that reads the position of the wheels when interrogated. All 1.5" and larger water meters shall be delivered Itron radio-read ready. They shall be delivered with all necessary components to be remotely read upon installation. CCWS will supply the Itron register lead as needed to be factory installed.

2" REGISTER RADIO-READ READY:

The register for 2" and up water meters shall be a true encoder with distinct differences between the hundreds and the thousand gallons dials that reads the position of the wheels when interrogated. All 2" and larger water meters shall be delivered Itron radio-read ready. They shall be delivered with all necessary components to be remotely read upon installation. CCWS will supply the Itron register lead as needed to be factory installed.

Compound Type - Magnetic Drive 3" and 4" Size

TYPE: Compound meter shall consist of a combination of a Class II Turbine Meter for measuring high flows and a nutating disc or oscillating piston type meter for measuring low rates of flow.

MAIN CASE:

All meters shall have a waterworks bronze, all inclusive single unit outer main case. All meters shall have the capability of being field tested, without being removed from the service line. Stainless steel or bronze bolts to fasten top case to bottom case. It should have easy removal of interior components without disturbing the flange connections to the pipeline. All meters shall have removable strainers. All meters shall conform to NSF61 requirements.

Size, model, and direction of flow cast on top case or sides. Serial number stamped on main case.

CONNECTIONS:

3" and 4" - round flanged.

MEASURING CHAMBER:

Measuring chamber casings shall be self-contained units constructed of a suitable engineering plastic.

The measure chamber for low flows shall be of the nutating disc or oscillating piston type.

AUTOMATIC VALVE:

The automatic valve can be spring loaded or the weighted link mounted swing type, with stainless steel and/or waterworks bronze assemblies.

Pressure:

The device and the internal parts must be made of materials suitable for potable water and be rated for 150 P.S.I. working pressure.

REGISTER RADIO-READ READY:

The register for 2” and up water meters shall be a true encoder with distinct differences between the hundreds and the thousand gallons dials that reads the position of the wheels when interrogated. All 2” and larger water meters shall be delivered Itron radio-read ready. They shall be delivered with all necessary components to be remotely read upon installation. CCWS will supply the Itron register lead as needed to be factory installed.

Class II, Magnetic Drive Turbine 2”, 3”, 4”, 6”, 8” and 10” Size

TYPE: Magnetic drive, Class II Turbine.

MAIN CASE:

All meters shall have a waterworks bronze outer main case. All meters shall have the capability of being field tested without being removed from the service line. Stainless steel or bronze bolts to fasten top case to bottom case. Easy removal of interior components without disturbing the flange connections to the pipeline is required. All meters shall have external AWWA approved strainers.

All meters shall conform to the NSF61 requirements.

Size, model, and direction of flow cast on top case or sides. Serial number stamped on main case.

CONNECTIONS:

2” meter - oval flanged.

3” through 10” meter - round flanged.

MEASURING CHAMBER:

It shall be self-contained units with turbine spindles made of stainless steel.

Pressure:

The device and the internal parts must be made of materials suitable for potable water and be rated for 150 P.S.I. working pressure.

REGISTER RADIO-READ READY:

The register for 2” and up water meters shall be a true encoder with distinct differences between the hundreds and the thousand gallons dials that reads the position of the wheels when interrogated. All 2” and larger water meters shall be delivered Itron radio-read ready. They shall be delivered with all necessary components to be remotely read upon installation. CCWS will supply the Itron register lead as needed to be factory installed.

Fire Service Type 6”, 8” and 10” Sizes

TYPE: Cold Water Combination Dual Fire Service for both domestic and fire service water usage. The meter must be UL Listed for fire service use compliant with AWWA C-703 and C-701.

MAIN CASE:

Waterworks bronze, cast iron or Grade 36 steel. The cast iron and grade 36 steel casings shall have a coating of fusion bonded epoxy both internally and externally. Size, direction of flow, and type shall be cast on. Serial number shall be stamped on. It must be able to easily remove internal components from the top without disturbing the flanges. The top case or cover shall be connected to the main body with stainless steel bolts. The meter must have field test capabilities within the length of the metering device. All meters shall conform to the NSF61 requirements.

STRAINERS:

Must be part of the meter and be UL or FM approved with rated listings cast on the case.

BY-PASS METER:

For 6”: 1.5” to 2” Class II Turbine or a 1.5” - 2” nutating disc or oscillating piston type. Cobb County prefers to have a 1.5” bypass meter on the 6” fire service meter.

For 8”: Up to a 2” Class II Turbine or a 2” nutating disc or oscillating piston type.

For 10”: Up to a 2” Class II Turbine or a 2” nutating disc or oscillating piston type.

All piping shall be of bronze or cast iron with a fusion bonded epoxy on both interior and exterior and have threaded fittings.

It shall have flanged connections and full port, ball type isolation valves for the meter.

AUTOMATIC VALVE:

The automatic valve shall be UL approved and can be spring loaded or the weighted link mounted swing type, with stainless steel and/or waterworks bronze assemblies and internal parts.

OVERALL LAYING LENGTH:

6” meter = 45”

8” meter = 53”

10” meter = 68”

Fire Service Type 6", 8" and 10" Sizes (con't)

MAIN CASE CONNECTIONS:

It shall be round type, faced and drilled. It must conform to ANSI B16.1, Class 125 for cast iron and ANSI B16.24 for bronze.

REGISTER BOX:

The name of manufacturer and serial number should be stamped on register box; cast and clearly identifiable. It shall be attached by means of tamper-proof seal pin or other approved tamper-proof means.

MEASURING CHAMBER:

It shall be self-contained and be transferable from one main case to another of the same size, Class II, meeting either AWWA C-703 or C-701 standards. Vulcanized hard rubber or suitable engineering plastic construction with spindle of stainless steel.

REGISTER RADIO-READ READY:

The register for 2" and up water meters shall be a true encoder with distinct differences between the hundreds and the thousand gallons dials that reads the position of the wheels when interrogated. All 2" and larger water meters shall be delivered Itron radio-read ready. They shall be delivered with all necessary components to be remotely read upon installation. CCWS will supply the Itron register lead as needed to be factory installed.

Pressure:

The device and the internal parts must be made of materials suitable for potable water and be rated for 175 P.S.I. working pressure.

DOUBLE CHECK BACKFLOW ASSEMBLY 4", 6", 8" and 10" Sizes D.C.D.A.

GENERAL:

A double check backflow assembly shall consist of an in-line valve containing two independently acting check valves and four properly-placed, resilient-seated test-cocks for testing of the assembly. All devices shall conform to NSF-61 requirements.

MAIN CASE:

Waterworks bronze, cast iron or Grade 36 steel. The cast iron and grade 36 steel casings shall have a coating of fusion bonded epoxy both internally and externally. Size, direction of flow, and type shall be cast on. Serial number shall be stamped on. It must be able to easily remove internal components from the top without disturbing the flanges. The top case or cover shall be connected to the main body with stainless steel bolts. It must have field test capabilities within the length of the device. Internal components shall be water works bronze or stainless steel.

SERVICEABILITY:

Both assemblies shall be designed so that all working parts may be accessed without disturbing the flanges or connections or removing the valve housing from the waterline.

PRESSURE:

The device and the internal parts must be made of materials suitable for potable water and be rated for 175 P.S.I. working pressure.

FLOW CURVES:

It shall be documented by U.S.C., FM, UL or an A.S.S.E. approved independent testing laboratory.

SHUT-OFF VALVES:

Pricing must include flanged, full port, resilient wedge epoxy-coated and lined outside stem and yoke shut-off valves with gaskets, nuts and bolts, on both inlet and outlet sides of the assembly. These valves will be connected to the assembly upon delivery.

OVERALL LAYING LENGTH:

4" DCDA = 42" DCDA = 62"; 8" DCDA = 75 1/2"; 10" DCDA = 88"

Fire Hydrant Meter - 3"

TYPE: Magnetic drive, Class II Turbine.

MAIN CASE:

All meters shall have a waterworks bronze or aluminum top and bottom main case meeting all AWWA specifications and requirements. The meter shall have two (2) carrying handles. Shall have the capability of being field tested. Stainless steel or bronze bolts to fasten top case to bottom case. Each meter shall have 2½" swivel fire hose connections, adaptable to fire hydrant and hose. The inlet side shall have a female brass connector and the outlet side shall have a male brass connector. All meters shall have internal strainers.

Size, model, and direction of flow cast on top case or sides. Serial number shall be stamped on main case. A locking mechanism shall be in place to protect and secure the register. Calibration vain adjustment bolt shall be drilled to allow for sealing wire and lead seals to be used.

REGISTER:

It shall be permanently, hermetically sealed to prevent moisture from penetrating the sealed register. Registers shall be of the straight reading gallon type, with sweep hand, six (6) movable digits, and stationary zero(s). The figures shall be clear and distinct in contrasting colors. The register housing shall be constructed of high impact resistant materials with the serial number on the lid. All registers shall have heat-treated, tempered glass, or the equivalent, to minimize breakage. Where screws are used to connect the register housing to the main case, the screws shall be drilled two (2) ways so that sealing wire and lead seals may be used.

CONNECTIONS:

2½" female swivel and male for fire hose.

MEASURING CHAMBER:

Shall be self-contained units with turbine spindles made of stainless steel.

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 the June 29, 2010** in order for a reply to reach all bidders before the close of the bid. 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.

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 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.

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/eeo-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. Compliance with Georgia Security and Immigration Compliance Act

Effective: 04/26/10 (Replaces all prior versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Definitions:

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Additionally, before a bid for any such service is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b)(1).

Based upon the County’s experience, additional compliance certification shall be required of all contractors and their subcontractors at the time work is commenced under any contract for the physical performance of services.

PROCEDURE

1. Bid Documents: Bid documents should contain information regarding the contract language requirement below.
2. Responsive Bid Documents: Responsive bid documents must include a signed, notarized affidavit from the contractor in the form attached. If the affidavit is not submitted at the time of the bid, the applicant will be **disqualified**.

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

3. Contract Language: Affirmative language shall be contained in contracts for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) Affidavits in the form attached be executed from a contractor (and any subcontractors, regardless of tier) showing compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. Such affidavits should be attached to the contract and/or subcontracts.
 - (b) That the contractor will be responsible for securing affidavits, and submitting them to the County, for any subcontractors (or sub-subcontractors) employed or retained for work under the contract.
 - (c) That the contractor will comply with the requirements for submitting Compliance Certification (as discussed below);

- (d) That failure to comply with any of the requirements and procedures of the County (i.e., failure to supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County officials upon request; and/or failure to continue to meet any of the foregoing obligations during the life of the contract) shall constitute a material breach of the contract and shall constitute a material breach of the contract and shall entitle the County to dismiss any general contractor, subcontractor, or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements.
- (e) That upon notice of a material breach of these provisions, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

4. Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto and submit the same to the County.

After commencing work under any contract the physical performance of services, the contractor shall update the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto whenever there is a change in personnel and every six (6) months during the term of the contract.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT
3. EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

Effective: 04/26/10 (Replaces all prior versions)

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 with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public Commission Expires: _____

**The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

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

Effective: 04/26/10 (Replaces all prior versions)

EXHIBIT A
SUBCONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
____ DAY OF _____, 201_

Notary Public Commission Expires: _____

**The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

Effective: 04/26/10 (Replaces all prior versions)

EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION
*(To be completed by Contractors and all Subcontractors prior to contract initiation,
every 6 months after commencement of work, and at any time that
there is a change in personnel assigned to the project.)*

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

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

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee’s involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9’s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Contractor Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
___ DAY OF _____, 201_

Notary Public
Commission Expires: _____

Effective: 04/26/10 (Replaces all prior versions)

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.

ATTACHMENT “A”

TEST REQUIREMENTS CHART FOR:

Positive Displacement Meters

SIZE	GPM	% ACCEPTABLE RANGE	GPM	% ACCEPTABLE RANGE	GPM	% ACCEPTABLE RANGE
¾”	½	98% - 101%	3	98.5% - 101.5%	25	98.5% - 101.5%
1”	¾	98% - 101%	4	98.5% - 101.5%	40	98.5% - 101.5%
1½	1½	98% - 101%	8	98.5% - 101.5%	50	98.5% - 101.5%
2”	2	98% - 101%	15	98.5% - 101.5%	100	98.5% - 101.5%

Compound, Magnetic Drive Type

SIZE	GPM	% ACCEPTABLE RANGE	GPM	% ACCEPTABLE RANGE	GPM	% ACCEPTABLE RANGE
2”	½	98.5% - 101.5%	2	98.5% - 101.5%	160	98.5% - 101.5%
3”	½	98.5% - 101.5%	4	98.5% - 101.5%	320	98.5% - 101.5%
4”	¾	98.5% - 101.5%	6	98.5% - 101.5%	500	98.5% - 101.5%

Class II, Magnetic Drive Turbine Type and 3” Fire Hydrant Meter

SIZE	GPM	% ACCEPTABLE RANGE	GPM	% ACCEPTABLE RANGE	GPM	% ACCEPTABLE RANGE
2”	4	98.5% - 101.5%	50	98.5% - 101.5%	160	98.5% - 101.5%
3”	8	98.5% - 101.5%	100	98.5% - 101.5%	350	98.5% - 101.5%
4”	15	98.5% - 101.5%	200	98.5% - 101.5%	630	98.5% - 101.5%
6”	30	98.5% - 101.5%	650	98.5% - 101.5%	1400	98.5% - 101.5%
8”	50	98.5% - 101.5%	1250	98.5% - 101.5%	2400	98.5% - 101.5%
10”	75	98.5% - 101.5%	2000	98.5% - 101.5%	3800	98.5% - 101.5%

Fire Service Type

SIZE	GPM	% ACCEPTABLE RANGE	GPM	% ACCEPTABLE RANGE	GPM	% ACCEPTABLE RANGE
6”	3	98% - 101.5%	30	98.5% - 101.5%	1000	98.5% - 101.5%
8”	4	98% - 101.5%	50	98.5% - 101.5%	1000	98.5% - 101.5%
10”	6	98% - 101.5%	75	98.5% - 101.5%	1200	98.5% - 101.5%

CONTRACTOR'S QUALIFICATION STATEMENT

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number _____

Water Meter Manufacturer's Name: _____

Location of Meter Manufacturing Plant: _____

Location of Warehouse: _____

Location of Spare Parts Warehouse: _____

II. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide names: _____

III. SIMILAR CONTRACT EXPERIENCE

1. Name of jurisdiction: _____

Address of jurisdiction: _____

Contact person with Owner: _____

Phone number: _____

2. Name of jurisdiction: _____

Address of jurisdiction: _____

Contact person with Owner: _____

Phone number: _____

3. Name of jurisdiction: _____

Address of jurisdiction: _____

Contact person with Owner: _____

Phone number: _____

END OF QUALIFICATION STATEMENT

BID FORM

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED HAVING EXAMINED THE PROPOSED CONTRACT DOCUMENTS TITLED:

**Purchase of ¾” to 10” Water Meters
Cobb County Water System
Sealed Bid #10-5503**

AND HAVING EXAMINED THE CONDITIONS AFFECTING THE WORK, HEREBY PROPOSES AND AGREES TO FURNISH ALL MATERIALS, EQUIPMENT, AND APPLIANCES AND TO PERFORM THE OPERATIONS NECESSARY TO COMPLETE THE WORK AS REQUIRED BY SAID PROPOSED CONTRACT DOCUMENTS, FOR ALL OF THE ITEMS IDENTIFIED:

TABLE I: NEW WATER METER UNIT PRICES

SIZE	METER TYPE	EST. 2-YR QUANTITY	BID PRICE (ea.)
¾”	DISPLACEMENT, WITH DIRECT READ REGISTER ONLY	22,000	\$
1”	DISPLACEMENT, WITH DIRECT READ REGISTER ONLY	220	\$
1.5”	DISPLACEMENT, WITH DIRECT READ REGISTER ONLY	75	\$
2”	DISPLACEMENT, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	30	\$
3”	COMPOUND, MAG. DRIVE, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	20	\$
4”	COMPOUND, MAG. DRIVE WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	20	\$
2”	CLASS II TURBINE WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	1	\$
3”	CLASS II TURBINE WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	1	\$
3”	FIRE HYDRANT METER, CLASS II TURBINE	25	\$
4”	CLASS II TURBINE WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	1	\$
6”	CLASS II TURBINE WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	1	\$
8”	CLASS II TURBINE WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	1	\$
10”	CLASS II TURBINE WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	1	\$
6”	FIRE SERVICE, CMPD. W / PD BYPASS METER, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	10	\$

SIZE	METER TYPE	EST. 2-YR QUANTITY	BID PRICE (ea.)
6"	FIRE SERVICE, CMPD. W / TURBINE BYPASS METER, WITH ENCODER REGISTER ONLY(with Itron radio-read cable)	10	\$
8"	FIRE SERVICE, CMPD. W / PD BYPASS METER, WITH ENCODER REGISTER ONLY(with Itron radio-read cable)	10	\$
8"	FIRE SERVICE, CMPD. W / TURBINE BYPASS METER, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	10	\$
10"	FIRE SERVICE, CMPD. W / PD BYPASS Meter, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	5	\$
10"	FIRE SERVICE, CMPD. W / TURBINE BYPASS Meter, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	5	\$
4"	D.C.D.A. BACKFLOW DEVICE	15	\$
6"	D.C.D.A. BACKFLOW DEVICE	35	\$
8"	D.C.D.A. BACKFLOW DEVICE	35	\$
10"	D.C.D.A. BACKFLOW DEVICE	3	\$
3/4"	DISPLACEMENT, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	20	\$
1"	DISPLACEMENT, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	20	\$
1.5"	DISPLACEMENT, WITH ENCODER REGISTER ONLY (with Itron radio-read cable)	20	\$

Conflict of Interest Statement:

As a duly authorized representative of the firm _____ I,
_____, with the title _____, certify that to the best of my
knowledge that no circumstances exist which will cause a conflict of interest in performing
services for Cobb County Government, that no employee of Cobb County, nor any public agency
official or employee affected by this Request for Bids has any pecuniary interest in the business
of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other
legal entity of which this firm is a part, and that no person associated with or employed by this
firm has any interest that would conflict in any way manner or degree with the performance of
services for Cobb County Government.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

The undersigned understands and agrees also to comply with and be bound by entire Bid Document.

The undersigned acknowledges receipt of Addenda numbers:

#____, Dated __/__/__, Initials:

#____, Dated __/__/__, Initials:

Bidder: _____

Signed: _____

Title: _____

Address: _____

Type of Business Entity: _____.
(Corporation, sole proprietorship, partnership, p.c.)

President of the Corporation

Secretary of the Corporation

Corporation is organized under the Laws of the State of _____.

Bid dated this _____ day of _____ 20 ____.

END OF BID FORM