ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: AUGUST 12, 2010

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

SEALED BID # 10 – 5515
ANNUAL CONTRACT
FULL SERVICE MAINTENANCE AGREEMENT FOR FLUIDIZED BED REACTORS

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No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents.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: JULY 30, 2010
AUGUST 6, 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: 10-5515
ANNUAL CONTRACT
FULL SERVICE MAINTENANCE AGREEMENT FOR FLUIDIZED BED REACTORS

COBB COUNTY WATER SYSTEM

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

BID OPENING DATE: AUGUST 12, 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 10-5515; 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: JULY 30, 2010
AUGUST 6, 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 # 10-5515 DATE: August 12, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Annual Contract
Full Service Maintenance Agreement
For Fluidized Bed Reactors

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

Cobb County...Expect the Best!

INVITATION TO BID

SEALED BID # 10-5515
ANNUAL CONTRACT
FULL SERVICE MAINTENANCE AGREEMENT FOR FLUIDIZED BED REACTORS
COBB COUNTY WATER SYSTEM

BID OPENING DATE: AUGUST 12, 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: 91391

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 10-5515
ANNUAL CONTRACT
FULL SERVICE MAINTENANCE AGREEMENT FOR FLUIDIZED BED REACTORS

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
Full Service Maintenance Agreement for Fluidized Bed Reactors
Cobb County Water System
Sealed Bid #10-5515

SCOPE OF SERVICES

The Cobb County Water System requests the services of a Contractor to perform a Full Service Maintenance Agreement for Fluidized Bed Reactors. Bids are due to the Cobb County Purchasing Department **before 12:00 noon on August 12, 2010**. Late Bids will not be accepted.

Please submit an original and one (1) copy of the bid to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008

I. GENERAL REQUIREMENTS / SPECIAL TERMS AND CONDITIONS

Cobb County owns and operates two Fluidized Bed Reactors located at the R. L. Sutton W. R. F. The Fluidized Bed Reactors are manufactured by Infilco Degremont Inc. Cobb County has a fluidized bed reactor at the Noonday Creek facility that is currently out of service, which will also be included in this agreement.

A. Examination of Work sites

Each Contractor shall fully inform himself as to the existing conditions and limitations under which the work is to be performed. No allowances will be made to a Contractor due of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Contractor has made such examination.

B. Proof of Competency

Although a Qualification Statement is not required, additional evidence satisfactory to Cobb County may be requested to provide sufficient means and experience in the types of work called for to assure completion of work requested in a satisfactory manner as detailed in this agreement. Contractor may be required to supply a list of equipment held by the Contractor to support the services that the Contractor intends to provide to Cobb County. Cobb County has the right to visit Contractor's workshop, warehouse, or facility.

C. Work

Cobb County seeks a Contractor who shall perform and furnish all labor, supervision, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to execute and complete all work identified and described herein, or which can be reasonably inferred. The work shall be performed by Contractor in a good and workmanlike manner strictly in accordance with this agreement.

The County shall have the right to inspect the work of the Contractor to determine compliance with this agreement in conjunction with payments. This inspection is not intended to provide intelligence to the Contractor and in no way will this inspection relieve Contractor of responsibility for and knowledge of the current status of the work.

Contractor represents and agrees that they have carefully examined and understand this agreement relevant to the work; has adequately familiarized themselves with conditions affecting the difficulty of the work; and has entered into this agreement based on their examination, investigation, and evaluation and not in reliance upon any opinions or representations of Cobb County.

D. Payment Conditions

Contractor shall, as often as requested by Cobb County, furnish such information, evidence, and substantiation as the County may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Contractor in connection with the work and all payments made by Contractor. Contractor shall also furnish, as required by the County in its sole discretion, such partial or formal lien waivers or releases as the County deems necessary to ensure that Contractor has paid all persons furnishing labor, material, or services in furtherance of any work furnished hereunder. If required by the County, the furnishing of such lien waivers and releases shall be a condition precedent to any payment hereunder. Nothing herein shall constitute any requirement that the County require such releases and waivers nor limit the County's right to require them subsequently.

The County reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient:

1. to defend, satisfy and discharge any asserted claim that Contractor (or anyone providing any of the work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the work or has caused damage to the work or to any other work on the jobsite;
2. to complete the work if it appears that funds remaining in this agreement, including retainage, and exclusive of back charges, are insufficient to complete the work;
3. to reimburse the County for any back charges incurred as a result of any act or omission by Contractor hereunder;
4. to protect the County from the possible consequences of any other breach or default by Contractor hereunder; or
5. to secure the County with respect to any breach or default by Contractor or its affiliates, parent company and subsidiaries under any other agreement. Payment hereunder shall not be evidence of the proper performance or progress of the work and no payment shall be construed to be acceptance of defective, faulty, or improper work or materials.

Contractor will invoice Cobb County Finance for payment on a monthly basis. Any work invoiced for payment ninety (90) days after completion will require a letter of explanation as to the reason for the delay. All work performed prior to October 1 of each year will be invoiced within the first two (2) weeks of October.

D. Contract Terms

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract

Contract awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of 36 full months.

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).

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options).

E. Assignment

Contractor shall not assign this agreement or monies due or to become due hereunder without the prior written consent of the County. No assignment by Contractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of the Contractor under this agreement. If the County gives written consent to an assignment of this agreement, in whole or part, Contractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts of and omissions of its assignees. Nothing herein shall

prevent Contractor from engaging sub-contractors to perform a portion of the work hereunder. However, Contractor shall be and remain as fully responsible for all persons directly or indirectly employed by such sub-contractors, as Contractor is for its own acts and omissions of and those of its agents, servants, and employees. Additionally, nothing herein shall prevent any guarantor or surety of Contractor from enforcing any right hereunder after acknowledgement of its obligation as guarantor or surety. Any attempted enforcement of such rights in the absence of an express acknowledgement shall constitute an admission by any guarantor surety of its obligations under its agreement of guarantee or surety ship.

F. Compliance

Contractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the work and comply with all statues, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination, and equal employment opportunity. Contractor shall promptly correct any violations of such statues, ordinances, rules, regulations, and orders committed by Contractor, its agents, servants, and employees. Contractor shall receive and respond to, and shall defend, indemnify and save harmless Cobb County, as well as anyone to whom Cobb County is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from any such violations, citations, assessments, fines, or penalties.

G. Safety

Contractor agrees that the prevention of accidents to persons engaged upon or in the vicinity of the work is their responsibility. Contractor shall implement safety measures, policies, and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction.

H. Job site Clean Up

Contractor shall, at its own expense:

1. Keep the premises at all times free from waste materials, packaging and other debris accumulated with the work by collecting and removing such debris from the job site on a daily or more frequent basis or as requested by the County.
2. At the completion of the work in each area, sweep and otherwise make the work in its immediate vicinity "broom clean".
3. Remove all tools, equipment, scaffolds, temporary structures and surplus materials as directed by the County at the completion of the work; and.
4. Conduct a final inspection of job site for acceptance by the County. Contractor agrees to provide all cleaning and cleanup required under this agreement pertaining to the work to the extent that such requirements are in excess of those contained in this paragraph

I. Quality

Contractor shall provide first quality materials and workmanship conforming to the requirements of this agreement. Contractor shall provide an opportunity for the inspection of the work by the County. Upon written notification, the Contractor shall take down and or remove all portions of the work that the County considers unsound, improper, or in any way failing to conform to their standards in workmanship quality. The Contractor agrees to replace the same with proper and satisfactory work

and make good all work damaged or destroyed. Cobb County's failure to discover or notify Contractor of defective or nonconforming work and all damages resulting there from does not relieve the Contractor of the responsibility to correct deficiencies.

J. Guarantees

Contractor warrants and guarantees their work fully provided for in and required by this agreement. The Contractor shall, at its expense and by reason of its expressed warranty, make good any faulty, defective, or improperly used or installed parts discovered within one year from the date of acceptance of the work or within such longer period as may be provided by the manufacturer of the part or parts. Contractor warrants that all materials furnished shall meet the requirements of the manufacturer or the County and impliedly warrants that all parts and materials are both merchantable and fit for the purposes for which they are used under this agreement.

K. Damage

Cobb County shall not be liable or responsible for loss or damage to equipment, tools, vehicles, or other personal property owned, rented, or used by the Contractor, or employed by or through Contractor, during the performance of their work. Contractor shall maintain such insurance and take such protective action, as Contractor deems necessary with respect to such property. Cobb County shall not be liable or responsible for any loss or damage to work preformed by Contractor or to the work of the County or any other Contractor, resulting from the work performed by the Contractor, or its agents, servants or employees hereunder. Contractor shall take all precaution to protect the work from loss or damage prior to acceptance by the County.

II. SPECIFIC REQUIREMENTS

Cobb County is seeking a highly qualified multi-disciplined Contractor. The Contractor must provide the following services: preventative, general, and emergency maintenance, fabrication, modification, installation, and upgrades, design and engineering services, insulation, form-work, foundation, and structural repairs, instrumentation, software, and communications services, operations and maintenance training, as well as inspections, and recommendations as part of a full service all-inclusive maintenance agreement.

The Contractor shall provide the above services in conjunction with the detailed services below. The services provided by the Contractor in this agreement shall apply to all Cobb County fluidized bed reactors as well as their associated equipment. This agreement shall require a Contractor that can provide multiple services related to and apart of the incineration process. The Contractor should be experienced in the following areas as designated below. *The Contractor must place a check mark in the box next to the discipline as an indication that they are experienced and qualified for those that apply.* Each check mark will be the Contractor's statement that they are qualified in that particular discipline:

- ❑ Fluidized Bed Reactors (FBR) - construction and maintenance
- ❑ Engineering and technical services for sludge incinerators
- ❑ Combustion systems
- ❑ Parts, Patterns, and Castings Supplier
- ❑ Demolition services
- ❑ Wet Scrubber systems; supplier and installer

- ❑ Dome; supplier and installer
- ❑ Wind Box; supplier and installer
- ❑ Inspection Services
- ❑ Integration services (control, instrumentation & Software)
- ❑ Refractory supplier, installer, warehousing
- ❑ Metal fabrication services
- ❑ Mechanical equipment installation
- ❑ Breeching/stack repair and installation
- ❑ Insulation services
- ❑ Protective Coatings and Linings
- ❑ HT-FRP Supplier/Installer
- ❑ Consulting Services
- ❑ Incinerator Vacuuming/Cleaning
- ❑ Flue Gas Recirculation System installer

III. QUALIFICATIONS

The Contractor must meet or exceed the following qualifications:

A. Safety Training: The Contractor must provide written documentation for their employees successfully completing a safety-training program. The safety program must include the following areas: confined space entry, lock out/tag out, respiratory protection, and personal protective equipment. An OSHA Hazardous Material Training Course is preferred but not mandatory. *Submit written documentation with the bid proposal.*

B. The refractory installation qualification procedure is intended to satisfy Cobb County that the Contractor has sufficient experience and resources to produce the specified system. Cobb County insists that the Contractor be skilled in all facets of the necessary trades for a Fluidized Bed Reactors (FBR's). The following are mandatory qualifications for prospective bidders: (Check all that apply)

- ❑ Ten years of previous experience with construction and modification projects for FBR's of similar size and complexity.
- ❑ Supply and install parts and castings for FBRs.
- ❑ Installation of new burners for for FBRs.
- ❑ Installation of an expansion joint for for FBRs .
- ❑ Installation of refractory in FBRs.
- ❑ Has performed maintenance Work on combustion systems for FBRs.
- ❑ Has performed more than twenty detailed inspections on FBRs.
- ❑ Has performed maintenance work on a dome in FBRs.
- ❑ Has performed maintenance work on a wind box in FBRs.
- ❑ Available staff to provide multiple disciplines such as mechanics, welders, riggers, pipe fitters, engineers, combustion technicians, and other associated trades to perform FBR repairs and modifications as requested by the Cobb County.
- ❑ Has written Instrument and Control Programs/Software for sludge incinerator systems.

IV. INTEGRATION SERVICES (CONTROLS, INSTRUMENTATION, PLC, ETC…) GUIDELINES-PROCESS CONTROL AND INSTRUMENTATION SYSTEMS

A. All electrical equipment shall be listed by and shall bear the label of Underwriters' Laboratories (UL) or an independent testing laboratory acceptable to the local code enforcement agency having jurisdiction.

B. Installation of electrical equipment shall comply with all current OSHA Safety and Health Standards 29 CFR 1910 and 29 FR 1926, as applicable, state building standards, and applicable local codes and regulations.

C. Workmanship: All materials and equipment shall be installed in strict accordance with printed recommendations of the manufacturer. Workers skilled in the work shall accomplish installation. Installation shall be coordinated in the field with other trades to avoid interference.

V. Responsibilities:

1. The Contractor shall provide all Process Control and Instrumentation Systems in order to insure that the Incinerator Area Control Station (IACS) will be complete and operable, in accordance to any work specified by Cobb County.
2. The Contractor, using a qualified instrumentation supplier and qualified electrical and mechanical installers, shall be responsible to Cobb County for the implementation of the IACS and the integration of the IACS with other required instrumentation and control devices.
3. Due to the complexities associated with the interfacing of numerous control system devices, it is the intent of these specifications that the instrumentation supplier be responsible to the Contractor for the integration of the IACS with existing devices and devices provided under other sections with the objective of providing a completely integrated control system free of signal incompatibilities.
4. As a minimum, the instrumentation supplier must be capable of implementing an IACS and perform the following work:
   a. Prepare analog hardware submittals.
   b. Design, develop, and electronically draft loop drawings and control panel designs.
   c. Prepare the test plan and the spare parts submittals.
   d. Procure hardware.
   e. Fabricate UL Certified panels.
   f. Perform factory tests on panels.
   g. Perform bench calibration and verify calibration after installation.
   h. Oversee and certify installation.
   i. Oversee, document, and certify loop testing.
   j. Oversee, document, and certify system commissioning.
   k. Conduct the performance test.
   l. Prepare Owner's manuals.
   m. Prepare training classes.
   n. Prepare record drawings.
5. The Contractor shall coordinate the instrumentation work so that the complete instrumentation and control system will be provided and will be supported by accurate shop drawings and record drawings.

6. Exchange of Technical information: During the period of preparation of these submittals, the Contractor shall authorize a direct, informal liaison with the County for exchange of technical information. As a result of this liaison, certain minor refinements and revisions in the systems as indicated may be authorized informally by the County, but would not alter the scope of work or cause an increase or decrease in the unit price. During this informal exchange, no oral statement by the Engineer shall be construed to give approval of any component or method, nor shall any statement be construed to grant exception to or variation from the contracted documents.
7. Symbology and Nomenclature: In future contract documents, all systems, all meters, all instruments, and all other elements are represented schematically, and are designated by symbology as derived from the Instrument Society of America Standard AMSI/ISA S5.1-Instrumentation Symbols and Identification. The nomenclature and numbers designated herein and on the Drawings shall be employed exclusively throughout shop drawings, and similar materials. No other symbols, designations, or nomenclature unique to the manufacturer's standard methods shall replace those prescribed above, used herein, or on the Drawings.
8. Instrument installation, mounting, and anchoring details shall be submitted in an electronic AutoCAD and hard copy format. Each instrument shall have a dedicated 8 ½" x 11" detail which only pertains to the specific instrument by tag number. Each detail shall be certified by the instrument manufacturer that the proposed installation is in accordance with the instrument manufacturer's recommendations and is fully warrantable. These certifications shall be embedded in the CAD files and also appear as a stamp on the hard copies.

VI. FURNACE INSPECTION REPORT

The Contractor shall demonstrate the scope of items that will be examined by *submitting a FBR/Reactor inspection report with their bid proposal.*

VII. OTHER SERVICES

Please list other services that your company is able to provide that relates to Water Reclamation/Waste Water Treatment Plants and Fluid bed reactor: (May submit an attachment instead of using the space below)

_____
_____
_____
_____
_____

VIII.REFERENCE LIST

A list of references from recent work performed by the Contractor and all sub-contractors' that will perform work for Cobb County *must be submitted with the Contractor's bid package.* Each prospective Contractor shall provide a minimum of five references of recent work completed on a FBR's. The reference list *must include the following information* for each reference:

A. Name of the site where FBR construction or repairs were performed

B. Location of the FBR

C. Incinerator size and type

D. Type of incinerator application

E. Actual date of start-up after the referenced Work

F. Name of construction foreman

G. Owner's contact person

H. Telephone number of contact person

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 issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcountyga.gov) and every Friday in the Cobb County legal organ, 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, August 3, 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.

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

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. Insurance

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

A. MINIMUM LIMITS OF INSURANCE
Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of $100,000 per accident.

4. Umbrella Liability: $5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

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

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages; The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

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

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

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

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

D. ACCEPTABILITY.

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

E. VERIFICATION OF COVERAGE.

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

F. SUBCONTRACTORS

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

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

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

G. WAIVER OF SUBROGATION

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

X. Award

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

The 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.

XI. Delivery Failures

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

XII. County Furnished Property

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

XIII. Reject And Withdraw Bids

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

XIV. Contract

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

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

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding

that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. The County reserves the right to make alterations to Sample contracts.

XV. Non-Collusion

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

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

XVI. Conflict of Interest, Etc.

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

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

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

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

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

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

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

XVII. 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.

XVIII. Disputes

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

XIX. Substitutions

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

XX. Ineligible Bidders

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

XXI. Alterations of Documents

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

XXII. Termination for Convenience

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

XXIII. Inter-governmental Agreement

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

XXIV. Indemnification and Hold Harmless

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

XXV. Special Terms and Conditions

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

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

Cobb County Government encourages the participation of all businesses in offering their services and/or products. It is the goal of Cobb County Government 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.

XXVII. Compliance with Georgia Security and Immigration Compliance Act

(Effective 7/1/10)

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 newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/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.

Before any bid for the physical performance of services 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). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County. Moreover, the County requires the preparation of the Immigration Compliance Certificate prior to the commencement of any work.

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).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURE & REQUIREMENTS

(Effective 7/1/10)

1. Bid Documents: Bid documents should contain information regarding the contract language requirements described 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 agreements for the performance of services to cover all statutory and County requirements; such language shall require:

   (a) That 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 (regardless of tier) employed or retained for work under the contract.
   (c) That the contractor (and any subcontractors, regardless of tier) will fully comply with the requirements for submitting Immigration Compliance Certification (as discussed below);
   (d) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement 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 (or subcontractor, regardless of tier) 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 shall be entitled to all available remedies, including termination of the contract and damages.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached hereto and submit the same to the County.
   Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

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

CONTRACTOR AFFIDAVIT & AGREEMENT
(Effective 7/1/10)

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) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A) prior to the commencement of any work under the contract/agreement;
(3) 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;
(4) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
(5) Maintain such records for a period of five (5) years.

_____
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: _____

<u>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.</u>

EXHIBIT A

SUBCONTRACTOR AFFIDAVIT & AGREEMENT

(Effective 7/1/10)

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) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A) prior to the commencement of any work under the contract/agreement;
(3) 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
(4) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
(5) Maintain such records for a period of five (5) years.

_____
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: _____

IMMIGRATION COMPLIANCE CERTIFICATION
(To be completed by Contractors and all Subcontractors)
(Effective 7/1/10)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:
_____
(Project Name/Description)

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-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:

_____
Signature of Officer

_____
Printed Name/Title

_____
Date

Contractor Name & Address:

_____

_____

_____

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

Notary Public
Commission Expires: _____

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: _____

Date Completed: _____

Signature of Authorized Representative

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

BID FORM
Full Service Maintenance Agreement for Fluidized Bed Reactors
Sealed Bid #10-5515

A. Furnace Repair Labor Rate-Per Hour:
_____/hour Laborer
_____/hour Mason
_____/hour Mechanic
_____/hour Mechanical / Electrical Engineer
_____/hour Control & Instrument Technician

B. Overtime Rate: (must specify how rate will be applied; after eight, ten, or 40 hours, etc.)
_____/hour Laborer
_____/hour Mason
_____/hour Mechanic
_____/hour Mechanical / Electrical Engineer
_____/hour Control & Instrument Technician

C. Incinerator/Furnace Interior Inspection: $_____
The cost shall include all costs associated with travel, per diem, set-up, inspection, photographs (digital format), a written report including recommendations and a quote to complete all work as defined in the inspection report.

D. Incinerator Control System Inspection: $_____
The cost shall include all costs associated with travel, per diem, set-up, inspection, photographs (digital format), a written report including recommendations and a quote to complete all Work as defined in the inspection report.

E. Installation/Removal Unit Pricing

Certain Contractor's complete projects in different time schedules depending on their experience or inexperience; as a result, the Contractor with the lowest labor rates may not be the least expensive in terms of the final cost to Cobb County. Although a Contractor's labor rates may be lower, the final cost of the work performed will be higher due to the additional hours. The following list is Work that the Contractor would be expected to perform and will be used as a mechanism to evaluate the Contractor's proposal. The Contractor shall provide all-inclusive DO NOT EXCEED pricing (FOR LABOR ONLY). The following prices shall remain firm for the duration of this agreement

1. Complete installation of an dome in a FBR: $ _____
2. Complete installation of a wind box in a FRB: $ _____
3. Complete installation of an expansion joint on a FBR: $ _____
4. Complete installation of refractory walls in a FBR: $ _____

5. Complete vacuuming and cleaning of a FBR. (The vacuuming shall include the walls, ceilings, burner tiles, cleanup and disposal of all rubble and waste materials into customer supplied hoppers): $ _____

NOTE: The following pricing should not include shipping to the Plant. The maintenance agreement requires that the Contractor not mark-up the shipping cost for parts to Cobb County.

_____
Company

_____
Authorized Representative

_____
Signature

_____
Date

Contact Persons:

Contractor: _____
Address: _____
_____
Telephone: _____
Cellular: _____
Email: _____

Service Requests: _____
Telephone: _____
Email: _____

Billing/Invoicing: _____
Telephone: _____
Email: _____

Emergency Contact: _____
Telephone: _____
Cellular: _____
Email: _____