



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

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

Any bid 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 delivered to:

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

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A**
 - ▶ *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. .*
- **BID BOND**

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 routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: DECEMBER 2, 2010

Sealed bids from qualified contractors will be receive before 12:00 NOON, December 2, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

SEALED BID # 11 – 5546

ENERGY EFFICIENCY HVAC RETROFIT
NORTH COBB POLICE/FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA

PRE-BID/PROPOSAL MEETING: NOVEMBER 15, 2010 @ 1:00 P.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

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

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

All contractors wishing to submit bids for this work must submit a qualification statement form (in bid package) to be considered. Proposals must be accompanied by bid security in the amount not less than five percent (5%) of the base bid. Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

No proposal 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

Advertise: NOVEMBER 5,12,19,26, 2010



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 11-5546
ENERGY EFFICIENCY HVAC RETROFIT
NORTH COBB POLICE / FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

DELIVERY DEADLINE: DECEMBER 2, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: DECEMBER 2, 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 Bid Number 11-5546; 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: NOVEMBER 5, 12, 19, 26, 2010

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 11-5546 DATE: December 2, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Energy Efficiency HVAC Retrofit
North Cobb Police / Fire Facility
2380 North Cobb Parkway
Kennesaw, Georgia

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



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 11-5546
ENERGY EFFICIENCY HVAC RETROFIT
NORTH COBB POLICE / FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA

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: _____



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 11-5546
ENERGY EFFICIENCY HVAC RETROFIT
NORTH COBB POLICE / FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA**

BID OPENING DATE: DECEMBER 2, 2010

PRE-PROPOSAL CONFERENCE: NOVEMBER 15, 2010 @ 1:00 P.M. (E.S.T.)

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

**BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

BEFORE 12:00 (NOON) BY THE BID OPENING DATE

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 3 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 91540

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 INVITATION TO BID
ENERGY EFFICIENCY HVAC RETROFIT**

**NORTH COBB POLICE-FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA**

SEALED BID #11-5546

COBB COUNTY INVITATION TO BID
ENERGY EFFICIENCY HVAC RETROFIT
NORTH COBB POLICE-FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA

SEALED BID #11-5546

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COBB COUNTY INVITATION TO BID

ENERGY EFFICIENCY HVAC RETROFIT NORTH COBB POLICE-FIRE FACILITY 2380 NORTH COBB PARKWAY KENNESAW, GEORGIA SEALED BID #11-5546

I. Introduction and Bid Submittal Overview

The Cobb County Board of Commissioners (Owner) is soliciting bids from experienced firms for an energy efficiency HVAC systems retrofit project at the North Cobb Police-Fire facility, 2380 North Cobb Parkway, Kennesaw, Ga., 30152. This Project includes initial project planning, development of a final project plan subject to Owner approval, and construction, acceptance and closeout for the replacement of existing heating and cooling equipment. Award will be made to the lowest responsive and responsible bidder.

The Cobb County Board of Commissioners reserves the right to reject all bids, to waive technicalities and informalities, to reject portions of the bids, and to award contracts in a manner consistent with the interest of Cobb County and the laws of the State of Georgia.

Each firm is to prepare its bid according to the format in this Invitation to Bid (ITB), i.e., by section and paragraph of this ITB. Cobb County reserves the right to reject any bid not submitted within the required time frame; reject any incomplete bid submitted; contact client references; require further information; and/or require interviews/presentations from any responding firm. All costs related to the preparation, submittal, and/or presentation of a bid are the responsibility of the offeror and will not be assumed in full or in part by Cobb County. All bids shall be accompanied by a bid bond in the amount not less than five percent (5%) of the cost proposal. No bid shall be considered if a proper bid bond or other authorized security has not been submitted.

Bids must be submitted before **12:00 noon (local time), December 2, 2010**. **Bids must be received in a sealed envelope or container. Place the Project name, BID number, and opening date on the submitting envelope or container.** Any bid received after this time will be rejected and will not be opened. Bids, timely received, will be opened at 2:00 PM (local time) on December 2, 2010 at the offices of the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008.

Proposers shall submit an original and three (3) copies of their response to this ITB to:

**Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008**

**Written inquiries regarding this ITB must be submitted no later than 5:00 PM, Friday,
November 19, 2010, and shall be addressed to:**

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

Written responses to all written inquiries received by the deadline will be answered in the form of an addendum.

A Pre-bid Conference will be held on Monday, November 15, 2010, at 1:00 PM at the Cobb County Purchasing Department located at 1772 County Services Parkway Marietta, Georgia 30008. All firms intending to respond to this Invitation to Bid are strongly urged to attend.

A site inspection tour will be conducted Tuesday, November 16, 2010 at 9:00 AM. Interested bidders should meet at the work site, 2380 North Cobb Parkway, Kennesaw, Ga. 30152.

Bid Bond Requirement: All bids shall be accompanied by a bid bond in the amount not less than five percent (5%) of the cost proposal. No bid shall be considered if a proper bid bond or other authorized security has not been submitted. The successful offeror will be required to furnish a satisfactory performance bond and labor and materials payment bond, on forms provided by Owner, each in the amount of the total amount payable by the terms of the contract and will be increased as the contract amount is increased.

No offeror may withdraw its bid and must honor its bid for ninety (90) days after the actual date of the opening thereof.

II. Background

Cobb County has received funding provided by the American Reinvestment and Recovery Act of 2009 (ARRA) under an Energy Efficiency and Conservation Block Grant (EECBG) administered by the U.S. Dept. of Energy for performing energy efficiency retrofits of county facilities. A level 1 energy audit was performed by the County's audit contractor that identified opportunities for retrofit projects, and baseline design documents were created for projects recommended by the audits.

This project is for the replacement of aged HVAC equipment at the county's North Cobb Police-Fire station in Kennesaw. This bid is for replacement of existing HVAC equipment with new high efficiency equipment of similar size and style, project planning and budgeting, limited verification of airflow from existing and equipment, permitting, all materials and construction per the final Owner approved work plan, and complete construction management to complete the project. Included in the project is demolition and appropriate disposal of existing systems in accordance with the Owner's Waste Stream

Management Plan, installation and performance verification of new equipment, Owner training, and all required project documentation and warranty requirements.

As an ARRA funded project, the project will be subject to compliance with ARRA and EECBG requirements. These requirements are incorporated as Section 01000 of the Specifications, “Special Terms and Conditions of the ARRA and EECBG”. Failure to acknowledge compliance on the Bid Form shall be justification, at the Owner’s discretion, for Bidder’s submittal to be excluded from consideration. As noted in the Specifications, this project is subject to payment of “Davis-Bacon” wages.

A sample contract is included with this ITB. By submitting a bid, Bidder agrees to accept the Owner’s contract without modification.

III. Scope of Services

The scope of this work is replacement of existing HVAC equipment listed in the Replacement Equipment Tables in Specifications Section 01010 with new high efficiency equipment of similar style and size as the original, and upgrade of thermostat control of the new equipment. The following is a listing of some of the representative services to be provided by the Contractor.

A. Planning and Pre-construction:

- Detailed site survey after award to confirm exact existing conditions, and Owner intent beyond that provided in this ITB.
- Prepare work plans per specifications, including any suggested design or product recommendations and any revisions to proposal pricing. Plans shall include measures to be implemented to ensure compliance with EECBG and ARRA project and contracting requirements.

B. Construction:

- Upon final plan and budget approval, provide all management services, labor, materials and equipment to implement the approved project in accordance with the project specifications and the approved final plan, including the approved project schedule.
- Submit certified payrolls to Owner or Owner’s representative demonstrating compliance with Davis Bacon requirements for this project.
- Communicate with Owner on any variances to the approved project workplan and schedule with proposals to remedy variances to meet project goals, specifications, and schedules.

C. Post Construction:

- Provide all normal project closeout activities and provide closeout documentation, including warranties, plus any additional documentation required to prove compliance with EECBG and ARRA requirements.
- Provide Owner training on equipment and controls.
- Coordinate, monitor, and resolve all warranty issues to the satisfaction of the County during the one-year general warranty period and as extended.
- Maintain records as required for ARRA and EECBG compliance, including Davis Bacon payroll records. (See Specifications section 01000.)

All Local, County, State, and Federal Codes and regulations must be followed, with particular emphasis on Building Codes, Life Safety Codes, the Americans with Disabilities Act, and ARRA and EECBG requirements.

Once all contract documents are executed, between the County and the successful bidder, the successful bidder will be required to deliver the services required by this ITB. Cobb County must first approve any change in or substitution of project team members, including any consultant or sub-contractor, in writing.

IV. Award

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

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

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

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

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

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

V. Proposer Responses: Qualifications and Information

Proposal responses should be prepared per the requirements in sections A – E below, as well as:

(a) A signed and notarized Contractor Affidavit and Agreement (Exhibit A) signifying compliance with the Georgia Security and Immigration Compliance Act as enclosed with this ITB. FAILURE TO RETURN A FULLY EXECUTED EXHIBIT A WILL DISQUALIFY SUBMITTER'S BID AS NON-RESPONSIVE.

(b) Executed Conflict of Interest Statement and Officer's Oath on the forms provided. The officer shall file the oaths whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for procuring the contract shall also make the oaths. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oaths. If such oaths are false, the contract shall be void, and all sums paid by the County on the contract may be recovered by appropriate action.

(d) Bid bonds as specified in this ITB.

(c) Other required affidavits, bid forms and compliance documents included in this ITB and associated Specifications.

Provide the following on Bidder's Letterhead:

A. Firm or Firms' Information

1. Primary local contact person(s) and telephone number(s)
2. Total number of firm's local full-time employees
3. Year firm established
4. Local firm's billings for the last three fiscal years
5. Local firms' billing for the current fiscal year
6. List any OSHA violations within the past 3 years.

B. Experience:

1. List of similar projects completed in the last 5 years (maximum of 5 projects). Include: type of project (be sure to specify which projects were similar to facilities of this size and type), size, cost, total fee, scope of services, time to complete.
2. From the above list, provide a description of between 3 and 5 examples of your experience as prime contractor. For each of these projects:
 - Provide an owner reference familiar with your performance on the project. It is the Offeror's responsibility to ensure that the listed contact and phone number are current.
 - List the individuals who served as the Project Executive/Director, Project Manager, and Project Superintendent.
3. List the three most recent projects on which the firm was required to comply with Davis-Bacon Fair Labor Wage requirements. Include name of the project manager and client reference, including name and contact information.

C. Statement of local firm's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.

- Provide a proposed schedule for the project with major milestones.
- Discuss any recommended steps to speed implementation of the project and identify any associated costs.

D. Staffing and Scheduling

1. Identify the following individuals you commit to assign to this project:

- Project Manager
- Project Superintendent
- Any major subcontractors as applicable.

2. Provide the following information for key staff listed above:

- Years of relevant experience with firm, and experience with previous employers.
- Project experience, including responsibilities and dates.
- Any specific experience, skills, training, or other qualities, which demonstrate the individual's ability to fulfill the duties of their position.
- Indicate the current commitments of individual staff to be assigned to the project and involvement with other projects.

3. Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner.

E. Other

At your option, you may provide any additional supporting documentation or information in this section of the Proposal, which would be helpful in evaluating your firm's qualifications and commitment or that will further demonstrate that the Offeror can serve the best interests and particular needs of the Owner on this project.

Alternative proposals for suggested alternate approaches may be submitted; however, the base proposal will be used for the comparison, evaluation, and ranking of offerors. Alternative proposals must be clearly labeled and arranged in a separate section of the submittal package. Any alternative proposals would only be considered if the Owner elects to pursue discussions, negotiations, and revisions of the base proposals.

VI. Special Terms and Conditions

A. MODIFICATION OR WITHDRAWAL OF BIDS

A submitted bid may be retrieved in person by an offeror or its authorized representative if, before the scheduled closing time for receipt of bids, the identity of the persons requesting retrieval is established and that person signs a receipt for the bid. If the bid is retrieved for modification, the sealed bid must be resubmitted prior to the scheduled closing time for receipt of bids. If the bid is not resubmitted, it will be considered as withdrawn.

B. ADDENDA

Each bid schedule shall include specific acknowledgment in the space provided of receipt of all addenda issued by the Owner during the advertisement period. Failure to acknowledge may result in the bid being rejected as non-responsive.

C. MISTAKES; CORRECTIONS AND WITHDRAWAL OF BIDS

After bids are opened, if the low Offeror claims a serious and honest error in bid preparation, and can support such claim with evidence satisfactory to the Owner, withdrawal of the bid without forfeiture of the bid security will be permitted. As a condition of this release, the low Offeror will be prohibited from:

1. Subcontracting or furnishing labor or equipment on this project.
2. Bidding on any Cobb County System projects within ninety (90) days of release by Owner.

D. INTERPRETATIONS

No interpretation of the meaning of the drawings, specifications or other pre-bid documents will be made to any Offeror orally. Every request for such interpretation should be in writing, addressed to the Owner, and in order to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the request for bids. All addenda so issued shall become a part of the Contract Documents.

Any questions concerning this request for bids should be in writing via letter or facsimile, no later than **5:00 p.m. on Friday, November 19, 2010**, to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008-4021
FAX: (770) 528-1154
E-mail: purchasing@cobbcounty.org

E. SITE EXAMINATION

The Offeror, before making his bid, shall examine the baseline specifications, available drawings, and the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize themselves with the nature and extent of the proposed construction and with all local conditions affecting the work. The Offeror shall accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications. The Owner will not be responsible for Offeror's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto.

At the time of the opening of bids, each Offeror will also be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda), and the construction specifications. The failure or omission of any Offeror to examine any form, instrument, or document shall in no way relieve any Offeror from any obligation in respect to his bid.

F. Notice of SPECIAL CONDITIONS;

All contracts and work associated with this project are subject to the terms and conditions of the American Reinvestment and Recovery Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG) awarded to the County through which funding for this project is provided. The County's "Special Terms and Conditions of the ARRA and EECBG" are included incorporated in the ITB by inclusion in the Specifications, and shall be incorporated in the contract. Bidders may also view the EECBG grant award and associated terms and conditions by viewing the EECBG link on <http://purchasing.cobbcountyga.gov/> to further familiarize themselves with the requirements of the grant.

G. LAWS AND REGULATIONS; LICENSING

The Offeror's attention is directed to the fact that all applicable Federal and state laws, county and municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

The State of Georgia has requirements for the licensing of contractors engaged in specific types of construction, including general contracting, electrical, plumbing, and underground utility work [re: OCGA § 43-14]. Any contractor (or subcontractor of any tier) performing regulated work on this project shall furnish proof of valid and current registration to the Owner. Similarly, the State requirements concerning local business licenses shall be met.

H. EXECUTION OF INVITATIONS TO BID

The Offeror, in signing his bid on the whole or any portion of the work, shall conform to the following requirements:

1. Bids which are not signed by individuals providing said bid shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the bid a power of attorney executed by the partners evidencing authority to sign the bid.
3. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." The corporate seal shall also be affixed to the bid.

I. NON-COLLUSION AFFIDAVIT

The Georgia statute concerning public works construction contracting requires that any person who procures such work by bidding or proposal shall make an oath in writing that he/she has not prevented or attempted to prevent competition in such bidding [OCGA § 36-91-21(d),(e)]. If the Contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall make the oath and complete the Affidavit. If the Contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the

contract shall make the oath and complete the Affidavit. If such oath is false, the Contract shall be void, and all sums paid by the County on the Contract may be recovered by appropriate action.

J. AWARD OF CONTRACT

The Offeror to whom the Contract is being awarded will be required to execute the agreement and obtain the performance bond, payment bond and provide insurance certificates acceptable to the Owner within twenty-one calendar days from the date when the notice of award is issued to the Offeror. In case of failure of the Offeror to execute the agreement or provide insurance or meet bonding requirements, the Owner may consider the Offeror in default, in which case the bid security accompanying the bid shall become payable to the Owner.

K. OWNERSHIP OF BID DOCUMENTATION

Upon receipt of the Bid by the Owner, the Bid and all included documentation shall become the property of the Owner, without compensation to the Offeror, for disposition or usage by the Owner at its discretion. The Owner assumes no responsibility or obligation to firms providing bids and will make no payment for any costs associated with the preparation or submission of bids. All work, including but not limited to planning, programming, cost estimates and summaries, plans, specifications and other materials prepared by or for the firms proposing to the Owner under this Invitation for Bids shall become the property of the Owner

L. CONTRACT PERFORMANCE BOND AND PAYMENT BOND

The Contractor will be required to furnish a contract performance bond and a payment bond executed by a surety company. This company must be listed in the latest issue of U.S. Treasury Circular 570, registered, and duly authorized to do business in the State of Georgia. The bond must be signed (or countersigned) by a local agent, each in an amount that is at least equal to one-hundred percent (100%) of the Contract Price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing material in connection with the Contract.

The surety shall be acceptable to the Owner and the bonds shall be executed on the County's bond forms which are included. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

The Contractor will be required to provide the Owner a one-year guarantee covering workmanship and materials of the project, or as provided for in the Specifications. The contract performance bond shall remain in force for 90 days from date of project acceptance by the Owner. The cost of this bond shall be paid by the Contractor.

M. INSURANCE PROOF OF COVERAGE

Prior to execution of Contract Documents, a certificate of insurance will be submitted to the Owner as required.

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

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

A. General Liability

\$2,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, property damage, contractual liability, and broad form property damage.

B. Automobile Liability

\$1,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, including owner, non-owned, hired, leased or rented vehicles.

C. Workers' Compensation and Employers' Liability

\$100,000 Employers' Liability limit per accident and Worker's Compensation limits as required by the Labor Code of the State of Georgia.

D. Builder's Risk

Full amount of cost proposal minus the amount of Construction Management services. Cobb County should be listed as a Loss Payee under this insurance.

E. Professional Liability

\$1,000,000 Professional Liability Insurance to cover damages resulting from errors or omissions of the engineers and/or architects on the Contractor's project team.

F. Umbrella Policy

\$2,000,000 limit for a combined single limit

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured 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, or employees; or the **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Coverage

1. The **Owner**, its officers, officials, employees, and volunteers are to be covered as additional named insureds as respects liability arising out of activities performed by or on behalf of the **Contractor**; products and completed operations of the **Contractor**; premises owned, occupied or used by the **Contractor**; or automobiles owned, leased, hired or borrowed by the **Contractor**.

The coverage shall contain no special limitation on the scope of protection afforded to the **Owner**, its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the **Contractor** to provide liability insurance coverage to the **Owner** for claims asserted against the **Owner** for its sole negligence.

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

3. The **Contractor's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the **Owner**, its officers, officials, employees, and volunteers for losses arising from work performed by the **Contractor** for the **Owner**.

C. Builder's Risk

The **Contractor** shall secure all-risk type of builder's risk insurance covering work performed under the Contract, and materials, equipment, expedited deliveries or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke or other cataclysmic events, until the date of final acceptance of the work.

The making of progress payments to the **Contractor** shall not be construed as relieving the **Contractor** or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

D. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **Owner**.

ACCEPTABILITY

Insurance is to be placed with insurers with a Best's rating of no less than A.VII, or acceptable to the **Owner**.

VERIFICATION OF COVERAGE

A. The **Contractor** shall furnish the **Owner** with original Certificates of Insurance, each with **original endorsements** affecting coverage required by this clause. The 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 name of the Insured on

the Certificate must exactly match the name on the Agreement/Contract and on the Contractor's corporate seal.

Each certificate must have an original signature in blue ink or a stamped signature in blue ink. Photocopies are not acceptable.

- B.** The Certificates must include the Cobb County Property Management Project Name and Project Number. The Certificate Holder must be shown as:

Cobb County Board of Commissioners
Cobb County, Georgia
Attention: Cobb County Property Management
57 Waddell Street
Marietta, GA 30060

- C.** The certificates and endorsements naming additional insureds and indicating required waivers are to be submitted with the executed Agreement/Contract and Performance and Payment Bonds, and shall be approved by the **Owner** before work commences. The **Owner** reserves the right to require complete, certified copies of all required insurance policies at any time.

- D.** The endorsements on the certificates must read as follows:

1. The certificate for All Coverage shall include the following Cancellation endorsement, worded exactly as follows: *"Should any coverage be suspended, voided, cancelled or, reduced in coverage or in limits, thirty (30) days prior written notice delivered by certified mail, return receipt requested, will be given to the Certificate Holder."*
2. The certificate for General Liability and Automobile coverage shall include the following endorsement, worded exactly as follows: *"Owner, its officers, officials, employees and volunteers are covered as additional insureds as respects liability arising out of actions performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor."*
3. The certificate for Worker's Compensation and Employers' Liability coverage shall include the following endorsement, worded exactly as follows: *"The insurer agrees to waive all rights of subrogation with respect to Worker's Compensation and Employers' Liability Coverage against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner."*

SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(Conclusion of Special Terms and Conditions)

BID FORM
Page 1 of 3

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED, having examined the project documents titled:

INVITATION TO BID
ENERGY EFFICIENCY HVAC RETROFIT
NORTH COBB POLICE-FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA

SEALED BID #11-5546

AND having visited the work site(s) and examined the conditions affecting the Work, HEREBY proposes and agrees to furnish all labor and materials, equipment, and appliances and to perform all operations necessary TO COMPLETE ALL WORK FOR ALL SERVICES AS REQUIRED BY THE PROJECT MANUAL, INCLUDING ANY ADDENDA, FOR THE STIPULATED SUM OF:

_____ DOLLARS (\$ _____)

NOTE: BIDDER SHALL INCLUDE IN THE ABOVE PRICE AN ALLOWANCE OF \$4,500 FOR INTERNET ACCESSIBLE THERMOSTATS TO BE SELECTED DURING PROJECT DEVELOPMENT.

Substantial Completion of all Work required for this Project is anticipated to be completed in _____ Days following issuance of a Notice to Proceed.

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Sealed Bid No. #11-xxxx (aka Project Manual) including all Addenda.

Acknowledged: _____

The undersigned acknowledges receipt of Addenda numbers:

ADDENDUM NO. _____ Acknowledged: _____

ADDENDUM NO. _____ Acknowledged: _____

ADDENDUM NO. _____ Acknowledged: _____

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

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

Contractor does _____ or does not _____ anticipate using subcontractor(s) in the performance of this Work.

Contractor Business Entity Principals:

Primary Owners (if other than C-Corporation): _____

President: _____

Secretary: _____

Business is organized under the Laws of the State of _____

Business Qualifies as a Woman Owned, Small Business, or DBE (Y/N): _____

If yes, list certifying authority: _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer
responsible for account: _____

Telephone Number: _____

BID FORM
Page 3 of 3

III. REGISTRATION AS FEDERAL CONTRACTOR

Registration with DUNS is required for submittal of a Bid. Registry with the CCR and provision of a CAGE number is required prior to contracting.

Bidder DUNS Number: _____ Bidder CAGE Number: _____

If not currently registered and active with CCR, the undersigned hereby certifies they will register in a timely manner and provide Cobb County with their CCR CAGE number upon notification of intent to award work under this Bid. Initialed: _____

IV. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide names: _____

Prior projects with Cobb County: _____

IV. REFERENCES

Contractor shall provide references separately as required in ITB documents.

V. COMPLIANCE DOCUMENTS

The undersigned hereby certifies the following bid submittals are included with this Bid Form. Failure to submit required submittals listed here may be used to reject the Contractor's Bid:

- ◆ Fully Executed Georgia Immigration Act Compliance Contractor Affidavit and Agreement (Exhibit A)
- ◆ Executed Conflict of Interest Statement and Officer's Oath
- ◆ Qualifications Statements on Bidder Letterhead
- ◆ Executed Contractor Buy American Certification (see Specifications)
- ◆ Bid Bond

BIDDER SIGNATURES

Bid dated this _____ day of _____ 2010

Bidder: _____

Signed: _____

Title: _____

Address: _____

END OF BID FORM

Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 10-28-2010 - Supersedes All Previous 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 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 that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND 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.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents **MUST INCLUDE** a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **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, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.

3. Contract Language & Contractual Requirements: 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 to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A.

(g) 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 or State 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 or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) 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, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

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 to these “Procedures & Requirements” 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 (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

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, the bid will be determined non-responsive and will be disqualified.

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

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

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized 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: _____

Effective 10-28-2010

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

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

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the 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 this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized 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
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

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 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:

Employer 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 10-28-2010

Conflict of Interest Statement

As a duly authorized representative of the firm _____

I, _____ with the title _____ certify

that to the best of my knowledge no circumstances exist that 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 Proposals 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: _____

Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract _____

I, _____ with the title _____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

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: 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 a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____
 Please provide information below for each participating subcontractor.

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

Submitted by: _____
 Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

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

PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called "**Contractor**", and _____, a corporation duly organized under the laws of the State of _____ listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of _____ (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Contractor** has entered into a written contract commencing _____, **20**____ with the **Owner** for performance of _____ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is by reference made a part of this bond by reference as if fully set forth herein, and is hereinafter referred to as the **Contract**.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Contractor** shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as an entity having a direct contract with the **Contractor** or with a Subcontractor of the **Contractor** for labor, material, or both, used or reasonably required for use in the performance of the Contract, "labor and material" being construed to include but not limited to that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The **Contractor** and **Surety** hereby jointly and severally agree with the **Owner** that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due claimant, and have execution thereon. The **Owner** shall not be liable for the payment of any judgment costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the **Contractor**, shall have given written notice to any two of the following: the **Contractor**, the **Owner**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial specifics and accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **Contractor**, **Owner** and/or **Surety**, at the addresses provided in the Contract or in this bond, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - 2. After one (1) year from the completion of Contract and the acceptance by **Owner** of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - 3. Other than in a state court of competent jurisdiction in and or the county or of the state in which the project, or any part thereof, is situated.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by **Surety** of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

E. PROVIDED FURTHER, that the said **Surety**, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this ____ day of _____, 20____.

Attest:

By: _____

Principal/Contractor (SEAL)

Signature

Typed Name

Title

Attest:

By: _____

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

(Attach Certified & Dated Power of Attorney)
DO NOT DATE FIRST PAGE OF PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY BOC.
(Bond must not be dated prior to date of Agreement)

COBB COUNTY BOARD OF COMMISSIONERS
c/o COBB COUNTY PROPERTY MANAGEMENT
57 WADDELL STREET, MARIETTA, GA 30060-1964

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called "**Contractor**", and _____, a corporation duly organized under the laws of the State of _____ listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of _____ (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Contractor** has entered into a written contract commencing _____, **20**_____ with the **Owner** for performance of _____ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is by reference made a part of this bond by reference as if fully set forth herein, and is hereinafter referred to as the **Contract**.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Contractor** shall promptly and faithfully perform said **Contract**, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED, FURTHER, that it **Surety**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Whenever **Contractor** shall be, and declared by **Owner** to be in default under the Contract, the **Owner** having performed **Owner's** obligations thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the **Contract** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **Contract** in accordance with its terms, and conditions, and upon determination by **Surety** of the lowest responsible bidder, or, if the **Owner** elects, upon determination by the **Owner** and the **Surety** jointly of the lowest responsible bidder, arrange for a contract between such bidder and **Owner**, and make available as work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the **Contract** price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by **Owner** to **Contractor** under the **Contract** and any amendments thereto, less the amount paid by **Owner** to **Contractor**.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the **Contract** falls due. Notwithstanding the above, in the event of failure by the Contractor to perform its obligations under said contract, the Owner may provide written notice of Contractor's default to Surety at its address _____ and Surety shall cause to be paid within ten (10) days of receipt of Owner's notice such amount certified by Owner to be owing from Contractor pursuant to the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the **Owner** named herein or the heirs, executors, administrators or successors of the **Owner**.

The **Surety** may only cancel this bond by first providing thirty (30) days written notice to **Owner** and Contractor. Such cancellation shall not discharge the **Surety** from liability already accrued under this bond prior to the expiration of the thirty (30) day period.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this ____ day of _____, 20____.

Attest:

By: _____

Principal/Contractor (SEAL)

Signature

Typed Name

Title

Attest:

By: _____

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

(Attach Certified & Dated Power of Attorney)
**DO NOT DATE FIRST PAGE OF PERFORMANCE BOND. BOND DOCUMENT WILL BE
DATED BY BOC.
(Bond must not be dated prior to date of Agreement)**

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.

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.

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.cobbcounty.ga.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 **November 19, 2010 no later than 5:00 pm** 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.cobbcounty.ga.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.

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

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

VI. Testing and Inspection

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

VII. F.O.B. Point

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

VIII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopied 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. Bid, Pay, & Performance Bonds

A five percent (5%) bid bond, one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

XI. Insurance - See Section M

XII. Award

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

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

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

1. The bid will be awarded to the in-county vendor.

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

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

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.

XIII. 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.

XIV. County Furnished Property

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

XV. 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.

XVI. 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. The County's normal payment terms are net thirty (30) days after receipt of invoice.

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

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

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

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

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

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

PROJECT SPECIFICATIONS
FOR
ENERGY EFFICIENCY HVAC RETROFIT
NORTH COBB POLICE-FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA

SEALED BID #10-5546

SECTION 00300

BID SUMMARY

PROJECT IDENTIFICATION:

ENERGY EFFICIENCY HVAC RETROFIT

COBB COUNTY NORTH COBB POLICE – FIRE FACILITY
2380 NORTH COBB PARKWAY
KENNESAW, GEORGIA

THIS BID IS ISSUED ON BEHALF OF THE COBB COUNTY BOARD OF COMMISSIONERS BY:

COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
57 WADDELL ST., MARIETTA, GEORGIA 30060
(HEREINAFTER CALLED OWNER)

NOTE: Where used in these Specifications, the terms Proposer and Proposal shall have the same meaning as Bidder and Bid..

1. The Bidder proposes and agrees, if this Bid is accepted, to enter into a Construction Agreement with Cobb County, Georgia in the form included in the Bid Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the disposition of Bid Security.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined copies of all the Bidding Documents, the Advertisement for Bids, the Instructions to Bidders and all Addenda as certified on the Bid Form included with the Bidding Documents.
 - (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Work.
 - (c) Bidder has studied carefully the details of the Contract Documents, which may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - (e) As a courtesy to the Bidder, Cobb County may provide access to available historic drawings of the buildings and properties associated with this bid. Bidder acknowledges that Cobb County takes no responsibility for the accuracy of the drawings and that the bidder agrees to take responsibility for verifying the accuracy of all information on the drawings.

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- (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over GENERAL CONTRACTOR.
4. Bidder agrees to complete the Work for the prices(s) indicated in the Bid Form which is included in the bid documents.
 5. All bid items shall include all required labor, expenses, subcontract costs, permit fees, taxes, insurance, miscellaneous costs, overhead and profit to complete the work identified and described herein, or which can be reasonably inferred from these Specifications.
 6. **Bidder acknowledges that this project is funded using funds provided through the American Recovery and Reinvestment Act of 2009 (ARRA) through an Energy Efficiency and Conservation Block Grant (EECBG). Bidder agrees to full compliance with the terms and conditions of these funding sources as described in section 01000 of these Specifications and elsewhere in this Bid.**

END OF SECTION

SECTION 01000

SPECIAL TERMS AND CONDITIONS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) AND THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)

PART 1 GENERAL

This Section includes covers the Federal, State, and local provisions and requirements of the American Recovery and Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Block Grant (EECBG) program that constitute the funding sources for this project.

PART 2 SPECIAL TERMS AND CONDITIONS FOR ARRA and EECBG FUNDED PROJECTS

The following Special Terms and Conditions (ST&C-Bid) are incorporated in this bid and all resulting contracts and work orders. Submittal of a bid constitutes agreement by the Bidder to become familiar with and to comply with all terms and conditions in this section as well as elsewhere in bid and contract documents.

I. Compliance with ARRA and EECBG Funding and Contracting Requirements – General

A. Compliance Requirement by Bidders

This project is funded through an Energy Efficiency and Conservation Block Grant (EECBG) (Grant) provide under the American Recovery and Reinvestment Act of 2009 (ARRA), and is administered by the U.S. Department of Energy (DOE). Collectively, the terms and conditions of the EECBG and ARRA constitute the terms and conditions of the Grant.

1. Bidder Acknowledgement of Compliance

By submitting a bid, the Bidder hereby represents and warrants to and for the benefit of Cobb County and the United States Government that the Bidder agrees to:

- Familiarize themselves with, and comply with, all terms and conditions for ARRA and EECBG funded projects;
- Certify such compliance and provide documentation thereof upon request;
- Pass through these requirements to all subcontractors and, where applicable, to suppliers;
- Provide full and timely assistance upon request to Cobb County and other legal state and federal agencies and their designees as may be requested to demonstrate or confirm compliance with all bid and contract requirements and conditions.

2. Compliance Documents

The following documents specifying terms and conditions required for compliance with ARRA and EECBG are incorporated by reference:

- The American Recovery and Reinvestment Act of 2009
- 10 CFR 600 - all sections applicable to local governments. In particular, pay special attention to conditions in Subpart C – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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- National Policy Assurances (version current at time of bid publication)
- The “Special Terms and Conditions to Cobb County EECBG Grant DE-EE0000803/000” (Grant ST&C), a copy of which is available online at <http://purchasing.cobbcountyga.gov/>

Bidders are directed to pay particular attention to the following sections of documents referenced above:

- 10 CFR 600-236, Purchasing, with special attention to paragraph (i)
- Grant ST&C paragraph 25 – compliance with Buy American requirements of ARRA
- Grant ST&C paragraph 27 and 29 – compliance with Davis-Bacon requirements of ARRA
- Grant ST&C paragraph 22 – special provisions for ARRA funded work

B. Bidder Acknowledgement Regarding Compliance Failure

In addition to all other remedies available to the Owner in the Bid and Contract documents, Bidder acknowledges that failure to comply with all terms and conditions in the ARRA and EECBG may constitute justification for withholding payment for services and materials up to and including the full value of any project funds withheld by the government of the United States.

C. Flowdown Requirement

Bidders must include all terms and conditions of this bid and all associated contracts in all subcontracts or awards resulting from this Bid as required by the referenced

D. Jobs Creation Reporting

Bidder agrees to provide information as requested by Owner to fulfill Owner’s responsibility to report jobs created with Grant funds.

E. Compliance with NEPA and Cobb County Waste Stream Management Plan

Cobb County has submitted a Waste Stream Management Plan to DOE as a condition of the EECBG. A copy of this plan is posted at <http://purchasing.cobbcountyga.gov/>. In addition to any other requirements contained or referenced in documents listed in section III-A herein, Bidder, by submitting a bid, indicates their familiarity with Cobb County’s Waste Stream Management Plan and agrees to adhere to the processes and procedures therein, and to provide documentation acceptable to the Owner of compliance.

II. Guidance and Emphasis Regarding ARRA and EECBG Funding and Contracting Requirements

Section I to these bid Special Terms and Conditions incorporates by reference the compliance requirements for this Bid and all subsequent contracts as required by the ARRA and EECBG grant conditions. The following discussion of selected compliance requirements is provided for emphasis, or for clarification or guidance on selected requirements. Should there be any conflict between these clarifications and the requirements of the source documents, the requirements of the source documents shall be applicable.

A. Access and Maintenance of Records

Bidder agrees that the terms Owner, County, or similar, as used in respect with requests made for records or documents necessary to ensure compliance with the ARRA and EECBG, shall include representatives of DOE, the US Inspector General, the US Comptroller General, their designees, or any other federal or

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state agencies and officials lawfully charged with ensuring compliance with the terms of this grant. Bidder agrees to respond to all such requests fully and in a timely manner so as not to delay Owner's obligations for this grant.

Included in this obligation is compliance with the following grant conditions:

1. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation upon request by Owner.

2. Access to Records

With respect to funds made available as a result of this Bid, any representative of the Owner as defined herein is authorized:

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

3. Maintenance of Records

All records required for compliance with the expenditure of funds made available by the American Recovery and Reinvestment Act of 2009 shall be maintained and available for access as required for a minimum of three (3) years from date of final payment for work under this Contract and all other pending matters are closed, or longer should any of the applicable documents referenced in section III A above so require.

B. Contractor Registrations and Certification of Eligibility

Bidders acknowledge by submitting a bid that:

1. Registration in the Central Contractor Registration (CCR) and acceptance by the DOE of their status is a requirement for any contract award. Bidders must submit a current DUNS number with their bid, as well as either: (a) a current CCR registration number, or (b) in the absence of a CCR number, a certification that they will register in CCR in a timely manner upon Owner notification of intent to award, and that award may be withheld for failure to register or should they be rejected for work by any federal agency with authority to deny eligibility.

2. Neither the Contractor (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to 24 CFR Part 24; and

No part of this bid shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to 24 CFR Part 24.

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C. Buy American – ARRA Section 1605

All goods and services to be provided through this Bid are being funded with monies made available by ARRA and such law contains provisions commonly known as “Buy American Requirements” that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States unless a waiver of the requirements is approved by the Department of Energy.

It is the responsibility of the Bidder to ensure the following: (a) full reviewed and understanding of the Buy American Requirements, (b) that all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, (c) that should Bidder anticipate and propose any non-compliant iron, steel, and manufactured goods, Bidder must note specific exceptions in their bid and provide reference to an existing DOE waiver if any, or justification as required in ARRA Section 1605 to apply for a waiver, and (d) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or, if applicable, assistance in submitting a Bidder requested waiver from this requirement as may be requested by Cobb County or other legal state or federal agency.

Bidders shall complete and submit the Owner provided Contractor and Supplier Certification Document(s) for themselves, and shall obtain and submit the same from any subcontractors and suppliers, in a timely manner upon request by the Owner. **(See Attachment A to this section).**

Notwithstanding the waiver provisions allowed in the ARRA, a Bidder request for exceptions to Buy American Requirements shall be sufficient for Cobb County, at its sole discretion, to reject a bid as non-responsive.

D. Davis-Bacon Act and Contract Work Hours and Safety Standards Act

Compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act, all as stipulated in the Compliance Documents in section III-A herein, apply to this project.

Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Dept. of Labor Wage Determination applicable on the bid issuance date for the construction type and work location. **For this project, the wages and benefits specified in Wage Determination GA255 in effect as of the date of issuance of any pricing request (bid) shall be applicable. (Copy of applicable decision included as Specifications Section 01100.)**

By submitting a bid, the Bidder hereby represents and warrants to and for the benefit of Cobb County and the United States Government that (a) the contractor has reviewed and understands the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act as they apply hereto, (b) has reviewed the applicable Wage Determination referenced herein, and (c) will fully conform with the applicable Wage Determination and all requirements applicable to this bid and resulting contract(s).

E. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the ARRA specify protections, actions and remedies regarding treatment of any employee of state or local governments or their contractors or subcontractors for disclosing, including a disclosure made in the ordinary course of an employee's duties, information that

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the employee believes is evidence of gross management of an agency contract or grant relating to covered funds, a gross waste of covered funds, a substantial and specific danger to public health or safety related to the implementation or use of covered funds, an abuse of authority related to the implementation or use of covered funds, or violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

All parties to this agreement shall be responsible for compliance with all requirements and conditions of Section 1553 of the ARRA.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

H. National Policy Assurances

National Policy Assurances in effect on date of award as published at http://management.energy.gov/business_doe/1374.htm are incorporated in these Special Terms and Conditions by reference.

I. Small and Minority Business Enterprises

The Bidder agrees to ensure that small and minority firms, women's business enterprises, and labor surplus firms (DBE firms) have the maximum opportunity to participate in the performance of contracts and subcontracts whenever possible per paragraph (e) of 10 CFR 600-236. In this regard, all contractors shall take necessary and reasonable steps in accordance with 10 CFR 600-236 to ensure these firms have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

Bidder agrees to provide documentation of all DBE firms, including itself, participating in this contract. Bidder further agrees, upon request of the Owner, to provide a list of any DBE firms that were contacted for participation in this contract.

END OF SECTION

SECTION 01000, ATTACHMENT A

Manufacturer's Buy American Certification Compliance Statement

The Manufacturer (or designated manufacturer's representative) shall include this statement with all submittals for this project.

By this submittal, the Manufacturer hereby represents and warrants that all iron, steel, or manufactured goods represented in this submittal will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), unless a waiver of the requirements is approved, and the Manufacturer will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support reporting requirements or a waiver of the Buy American Requirements, as may be requested by the Owner.

Project Name: _____

Signed: _____

By: _____

Print Name

Title: _____

Company: _____

Date: _____

SECTION 01000, ATTACHMENT A

Contractor Buy American Certification Compliance Statement

The Contractor shall execute and submit this statement as a condition to contract award for this project.

I understand this project is funded in whole or in part using funds provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and that performance on this project requires full compliance with the conditions of this Act.

I hereby represent and warrant that all iron, steel, or manufactured goods used in this project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), unless a waiver of the requirements is approved, and I will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support reporting requirements or a waiver of the Buy American Requirements, as may be requested by the Owner.

I agree to require the Manufacturer of all products used on this project submit a Manufacturer's Buy American Certification with all product submittals unless a waiver of the requirements is approved.

I shall maintain records at the job site or, if no contractor office is maintained at the job site, at the project office of the supervisor overseeing this project, documenting of compliance with these requirements, to provide copies of such documents available to the Owner upon request, and to provide complete documentation to the Owner at the conclusion of the project.

Project Name: _____

Signed: _____

By: _____

Print Name

Title: _____

Company: _____

Date: _____

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SCOPE OF WORK

1.01 LOCATION OF WORK

A. The work of this Contract is located at the North Cobb Police-Fire facility, 2380 North Cobb Parkway, Kennesaw, Ga. 30152.

1.02 OVERVIEW OF SCOPE OF WORK

A. The work includes all project services, permitting and construction of HVAC system improvements for the referenced building, and documentation necessary for compliance with ARRA requirements. The Contractor understands that the Work shall be complete in every detail reasonably inferable from the bid documents and specifications as being necessary to produce the intended results notwithstanding the fact that every item involved is not particularly mentioned or shown.

B. The scope of work for replacement of HVAC equipment includes replacement of package unitary DX cooling and heating equipment in accordance with this Bid.

The replacement of HVAC equipment includes all equipment identified in the REPLACEMENT EQUIPMENT TABLES in Section 1.08 of Specification. All ancillary items that are required to provide fully operational systems are included in the scope. These include, but are not limited to ductwork modifications and connections necessary to accommodate new equipment to existing ductwork, new equipment pads, drain piping modifications and connections, gas piping modifications and connections, new controls installation and wiring, modifications to structural equipment supports and all equipment electrical connections.

C. Controls

Contractor shall include labor required to install 7 day programmable thermostats for each new HVAC unit in this bid. Contractor shall not include any equipment allowance for thermostats in their equipment allowance. Rather the Bidder shall include an allowance of \$500 for individual unit thermostats. It is the intent of the County to that the Contractor shall assist the County in selecting a satisfactory 7-day programmable, internet enabled thermostats for use on this project during the planning phase. Any costs above and beyond the included labor costs and the product allowance shall be negotiated upon selection of the product and determination of installation procedures and responsibilities.

D. The scope will also require that the Contractor maintain bonds as required elsewhere in the Bid documents.

1.03 PRE-CONSTRUCTION SERVICES AND SUBMITTALS

A. The Contractor shall perform the following prior to construction:

1. Site visits to inspect facilities to establish existing conditions.
2. Perform testing required to confirm airflow and static pressure from existing units prior to selection of new equipment.
3. Assist County in evaluating thermostat control options and providing pricing.
4. Prepare a preliminary work plan and submittals of all products proposed for the project to County

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for approval. Revise as required for final approval by County. The performance plan and submittals shall include the following:

- ◆ Schedule for completing work
- ◆ Plan for demolition and disposal of existing equipment in conformity with County's Waste Stream Management Plan
- ◆ Results of Airflow testing on existing equipment
- ◆ Schedule and manufacturer's product information on proposed new equipment to include performance characteristics
- ◆ Prices for proposed new equipment
- ◆ Identification and cost of required permits
- ◆ Any recommendations for system or equipment modifications that will result in higher efficiency, lower cost, etc. (aka "value engineering").

1.04 PERMITTING

A. The Contractor shall be responsible for obtaining all necessary permits for the proposed work. Estimated costs for permits are to be included as an allowance in the Permits and Equipment allowance section of the bid, including a 10% Contractor's markup.

B. The Contractor shall, if necessary, retain a Professional Engineer licensed to practice in the State of Georgia to develop, sign or seal any calculations and drawings if required for permitting. Such cost shall be provided as an allowance, subject to the 10% Contractor markup, and shall be noted separately in the bid where provided. This allowance will not be used in comparing bids, but will be considered during contract negotiations.

C. The Contractor is responsible for coordination of the timing of permitting. Permit revisions for changes in the proposed work shall be the responsibility of the Contractor.

1.05 STANDARDS

A. Work shall be completed in accordance with permitting Authorities in Cobb County, Georgia, and with the latest editions of all applicable building Codes including but not limited to:

1. Georgia State Minimum Standard Building Code
2. Georgia State Minimum Standard Mechanical Code
3. Georgia State Minimum Standard Fire Code
4. Georgia State Minimum Standard Plumbing Code
5. Georgia State Minimum Standard Gas Code
6. Georgia State Minimum Standard Electrical Code
7. Georgia State Minimum Standard Energy Code
8. ASHRAE Standard 90.1 (Energy Standard)
9. ASHRAE Standard 62 (Ventilation Standard)
10. NFPA 101, Life Safety Code
11. NFPA 70, National Electric Code
12. NFPA 72, National Fire Alarm and Signaling Code
13. NFPA 90A Standard for the Installation of AC and Ventilating Systems
14. SMACNA Duct Construction Manual
15. International Existing Building Code, with Georgia Amendments

B. All work shall be completed in accordance with these specifications. Codes and Authorities shall

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take precedence where they conflict with the specifications.

C. The following criteria must be met:

1. The Work consists of replacement of cooling and heating equipment in the forms of Packaged DX Rooftop AC/Heating Units with like sized equipment conforming to the equipment efficiencies contained herein. All ancillary items necessary to produce the fully operational systems are to be included under the base bid Scope of Work, notwithstanding the fact that every item involved is not particularly mentioned or shown. Such ancillary items may include any or all the following: equipment pads or curbs (new pads or curbs are required – see item d below), ductwork connections, drain piping modifications and connections (see item e), gas piping modifications and connections, modifications to structural equipment supports and all equipment electrical connections (see item f).

(a) Work shall include removal and disposal of all existing equipment and appurtenances in accordance with the general terms and intent of the Owner’s **Waste Stream Management Plan** referenced in the Section 01000: Special Terms and Conditions and **available for review and downloading at <http://purchasing.cobbcountyga.gov/>**. Contractor shall be responsible for delivery to the Owner of all documents, bills of lading, etc. to prove compliance.

(b) If Proposer anticipates the need for engineering services for design purposes, (structural, electrical, etc.) Proposer shall include costs in their Bid.

(c) Where new equipment selection requires changes in existing equipment electrical feeds beyond reconnection of existing wiring to the new HVAC equipment, all work shall be performed by or under the authority of an electrician or electrical firm licensed in the State of Georgia.

(d) Custom curbs shall be provided for all units as necessary to level equipment to manufacturer’s specifications. In no case shall curbs and equipment be pitched away from the equipment condensate outlet.

(e) Condensate drain lines of a size equal to the equipment condensate outlet shall be run and supported every 4 feet to the nearest roof drain.

(f) Where equipment does not include an internal electrical disconnect, Contractor shall provide new fused electrical disconnects mounted so as not to block access to any serviceable components.

2. The proposed work shall be submitted for review and approval by the Owner and shall include shop drawings and cut sheets for all materials and equipment.

Drawings and equipment specifications shall be submitted for review and approval by the Owner or Owner’s Representative at each submittal phase.

Contractor shall submit documentation necessary to confirm compliance with the Buy American requirement for all equipment used on this project. This shall include executed Contractor’s and/or Suppliers Certification statement(s) as appropriate, and any support documentation required to demonstrate origin of manufacture.

SECTION 01010

3. Prior to removal of existing equipment, existing volumetric airflow and system static pressure at each existing air handler shall be measured by main duct traverse and recorded. Testing shall be done after replacement of existing filters with new filters provided by the County, and shall be performed in accordance with industry testing standards (AABC or NEBB) by the use of direct reading instruments which have been properly calibrated. Each new system shall be designed and sized to provide cooling and heating airflows and rated equipment capacity which match or exceed performance of the existing equipment. Work shall include final testing of DX system, including airflow and system static pressure at each new air handler using the same testing procedure, including installation of new filters. Contractor shall adjust or modify new air handlers as necessary to deliver airflow equal to or above the airflow of units that were removed.

5. Equipment capacities listed in the EQUIPMENT REPLACEMENT TABLES in this Section are minimum performance standards for cooling and heating as published in the listed equipment manufacturer’s literature at the design conditions as listed in the technical standards (Section 1.05 herein) for Atlanta, Georgia. Contractor shall ensure all equipment selected meets or exceeds the current Georgia Energy code.

6. Davis-Bacon wages will be required to be paid to all laborers and mechanics on this project per ARRA requirements. Owner or Owner representative reserves the right to conduct site interviews with the employees and supervisors of the Contractor and any covered sub-contractor, to require payment records, and to conduct such other investigations as may be necessary to document compliance. **For this project, General Decision Number: GA100255 10/22/2010 GA255, is applicable.** Wage rates for this decision are included with the bid to which these specifications apply.

7. EQUIPMENT REPLACEMENT TABLES: Minimum efficiencies of replacement equipment shall be as follows:

EQUIPMENT REPLACEMENT TABLES

Description	Capacity	Cooling Efficiency	Heating Efficiency
Package DX cooling unit w/o gas heat	1-5 tons	15 SEER	N/A
Package DX cooling unit w/o gas heat	6-10 tons	13 SEER	N/A
Package DX cooling unit w/o gas heat	11-25 tons	12 EER	N/A
Package DX cooling unit w/o gas heat	26+ tons	11 EER	N/A
Package DX cooling unit w/ direct fired gas heat	1-5 tons	15 SEER	80% AFUE
Package DX cooling unit w/ direct fired gas heat	6-10 tons	13 SEER	78% AFUE
Package DX cooling unit w/ direct fired gas heat	10-25 tons	12 EER	80% AFUE
DX split system, straight cool CU w/ gas furnace	1-5 tons	15 SEER	91% AFUE
DX split system, straight cool CU w/ gas furnace	6+ tons	11 EER	91% AFUE
Air Cooled Heat Pump, split system or package unit, w/electric heat	<5.5 tons	13 SEER	7.7 HSPF
Air Cooled Heat Pump, split system or package unit, w/electric heat	5.5 – 11 tons	11 EER	3.3 COP

1.01 INSPECTION AND ACCEPTANCE OF THE WORK

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- A. The Contractor shall notify the Owner at least one week prior to reaching substantial completion and schedule a substantial completion inspection by the Owner.
- B. The Owner will perform a substantial completion inspection and create a substantial completion checklist.
1. During the substantial completion inspection of the building HVAC retrofits, the Contractor shall demonstrate controls functions of each piece of equipment.
 2. During the substantial completion inspection, Contractor shall perform and demonstrate airflow from at least 1/3 of units replaced, and shall provide required airflow test results for all units performed in accordance with the testing standards for testing existing units prior to their removal. The requirement to demonstrate airflow for 1/3 of units shall be considered fulfilled if Owner representative is present for airflow testing of the new units prior to final the substantial completion inspection.
 3. Owner shall inspect work and create a substantial completion checklist to record any evidences of problems with quality of work.
- C. Once the Contractor has completed the substantial completion checklist, he shall notify the Owner and schedule a final completion inspection.
- D. The Owner will perform a final completion inspection and, if necessary, create a second checklist of items to be rectified.
- E. The process described in Item D will be repeated until the Owner is satisfied that the work is final and all criteria are met. At that point, the Owner will issue a notice of final completion.

1.02 WORK COORDINATION, SCHEDULING AND SEQUENCE

- A. Contractor must coordinate with Owner to develop the work schedule to minimize inconveniences to building occupants and operations and maintain heating and cooling capability to the maximum extent possible during construction. Any temporary losses of cooling and/or heating capacity must be kept to a minimum. Owner will entertain Contractor request to close a facility for no more than 7 contiguous calendar days if Contractor so requests and can demonstrate cost savings or significant shortening of the “on-site” work schedule. Such decision shall rest exclusively with the Owner. Contractor is encouraged to provide optional pricing, with related discussion of benefits, in his Bid.
- B. Contractor shall be responsible for all tools, equipment, materials, containers, etc. to perform the work.
- C. Once work commences on the site, all work shall proceed so as to ensure minimum equipment downtime. Work may be performed on site between the hours of 6:00 AM and 6:00 PM Mon-Fri, excluding holidays, subject to approval of work schedules by Owner. Other scheduling will be considered by Owner during development of final schedule.
- D. Contractor shall be responsible for submitting a schedule as part of the preliminary planning stage, subject to Owner approval. Contractor shall coordinate each day with Owner regarding the following day work schedules.

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- E. Only contractor employees, including sub-contractor employees if applicable, who are registered as compliant with the Owner on the required EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION (Exhibit A-2 to the Bid), may perform work at the site.
- F. Materials storage is the responsibility of the Contractor. Any agreement by the Owner to allow on-site storage of materials is "At Risk" as relates to the contractor, and Cobb County shall have no liability for damaged or missing materials or equipment.
- G. Site will be kept clean during and following all work. County may provide on site space if agreed upon in the final design for storage of existing materials for storage prior to removal from the site and disposal in accordance with the Waste Stream Management Plan if requested by the contractor.
- H. Workers will endeavor to minimize any impact on County operations and will abide by direction from authorized County personnel. County will work with Contractor to accommodate special conditions related to access to space, safety concerns, etc.
- I. Contractors shall take reasonable precautions to protect facilities, including roofing and, if necessary, landscaping, during removal and installation of equipment. Contractors will include their plan for protection of any County facilities in their pre-construction planning, which is subject to County approval. Contractors shall be responsible for any damage caused by failing to adhere to their approved protection plan, or for damage caused by negligence on the part of the Contractor and any subcontractors, suppliers, etc. working for the Contractor.
- J. Time will be of the essence. Contractors shall provide a proposed project schedule with their bids that reflects milestones for design, materials ordering, on-site demolition and construction, and project closeout, dated from County's issuance of Notice to Proceed. A final schedule will be developed between Owner and the selected proposer prior to contracting.

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1.03 EQUIPMENT SELECTION and PERFORMANCE OBJECTIVES

A. Contractor shall provide new equipment to replace the equipment in the following Equipment Replacement Tables:

Kennesaw Police Fire

Description	Quantity	Capacity Cooling	Heating Capacity
Rooftop Package Unit w/ direct fired gas heat • M#YCD036C4L0BD; S#K32103413D	1	3 ton	80 MBH
Rooftop Package Unit w/ direct fired gas heat • M#YCD048C4L0BD; S#K17100421D • M#YCD048C4L0BD; S#K17101B54D	2	4 ton	90 MBH
Rooftop Package Unit w/ direct fired gas heat • M#YCD060C4LBBD; S#K32101692D	1	5 ton	90 MBH
Rooftop Package Unit w/ direct fired gas heat • M#YCD075C4L0BD; S#K32103458D • M#YCD075C4L0BD; S#K32102611D	2	6 ton	120 MBH
Rooftop Package Unit w/ direct fired gas heat • M#YCD090C4L0BD; S#K26102826D • M#YCD090C4L0BD; S#K32100795D • M#YCD090C4LBBD; S#K30101320D	3	7.5 ton	120 MBH
Rooftop Package Unit w/ direct fired gas heat • M#YCD150C4L0AA; S#K32103613D • M#YCD150C4L0AA; S#K30102280D	2	12.5 ton	150 MBH
Furnish and Install new programmable thermostats to be selected in consultation with Owner.	11 each	Owner approved to meet specifications	

B. Performance Objectives

When preparing the final design for Owner approval, Contractors shall seek to attain the following performance objectives:

1. Meet or exceed minimum equipment efficiencies listed in these specifications as well as requirements of the Georgia Energy Code.
2. Reduce overall energy for space conditioning for the facility.

1.09 WARRANTY REQUIREMENTS

A. Terms and Submittals

1. Contractors shall supply manufacturer’s warranties of at least one year on all equipment provided for this project, with a minimum 5 year manufacturer’s warranty on compressors. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.

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2. Contractors shall warrant design and workmanship for a period of one year.
3. Warranty periods shall commence on the date of Owner's acceptance of the work.
4. A sample of the Contractor's workmanship warranty and manufacturer's warranties shall be included with preliminary planning documents. At Final Completion, compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.

B. Warranty Conditions

1. **Related Damages and Losses:** When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
2. **Reinstatement of Warranty:** When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. **Replacement Cost:** Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
4. **Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
5. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

END OF SECTION

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General Decision Number: GA100255 10/22/2010 GA255

Superseded General Decision Number: GA20080255

State: Georgia

Construction Type: Building

County: Cobb County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	07/09/2010
5	08/13/2010
6	10/22/2010

ASBE0048-001 04/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.07	12.41

CARP0225-003 07/01/2008

	Rates	Fringes
CARPENTER (including form work; excluding drywall hanging and acoustical ceiling installation).....	\$ 21.45	6.35

CARP1263-001 07/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 22.42	11.95

ELEC0613-014 03/01/2010

	Rates	Fringes
ELECTRICIAN (including installation of temperature controls for HVAC Systems).....	\$ 29.00	8.09

FOOTNOTES: Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker stands or sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: \$1.00 per hour additional. Work of a similar nature above fifty (50) feet: \$3.00 per hour additional.

SECTION 01100

ELEV0032-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 33.98	20.035+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

* ENGI0926-027 07/01/2010

	Rates	Fringes
Operating Engineers:		
Backhoe/Excavator, Hoist and Mechanic.....	\$ 27.13	9.28
Bulldozer, Compactor, Drill, Forklift, Loader, and Scraper.....	\$ 23.49	9.28
Crane and Boom.....	\$ 27.13	9.28
Oiler.....	\$ 22.50	9.28

FOOTNOTE: Paid Holidays - Labor Day and Christmas Day, if the worker has one year of continuous employment with the same contractor.

IRON0387-001 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.04	9.86

PAIN0193-008 07/01/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 20.37	8.30

PAIN0193-011 07/01/2010

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.37	8.30

PAIN1940-001 10/01/2009

	Rates	Fringes
GLAZIER.....	\$ 21.00	7.05

FOOTNOTE: Paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, National Memorial Day, July 4th and Labor Day; if the employee works the day before and the day after the holiday.

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* PLUM0072-012 08/01/2010

	Rates	Fringes
PIPEFITTER, Including HVAC		
Pipe Installation.....	\$ 28.90	12.76
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 28.90	12.76

SFGA0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....		
	\$ 25.05	15.10

SHEE0085-001 08/01/2010

	Rates	Fringes
SHEET METAL WORKER, Including Hvac Duct Installation and Metal Roofing		
Buildings over 100,000 square feet.....	\$ 29.00	12.88
Buildings up to 100,000 square feet.....	\$ 24.74	11.42

FOOTNOTE: Work on swinging stages, boatswains chairs or
scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25
per hour additional.

SUGA2008-167 08/21/2008

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.00	0.00
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER (Drywall Hanging Only).....	\$ 15.05	0.82
CEMENT MASON/CONCRETE FINISHER...	\$ 12.94	0.00
HVAC MECHANIC: System Installer (Excluding HVAC Duct and Pipe Installation).....	\$ 16.26	1.26
IRONWORKER, REINFORCING.....	\$ 11.05	0.21
LABORER: Common or General.....	\$ 10.90	1.44
LABORER: Pipelayer.....	\$ 13.06	3.56
OPERATOR: Grader/Blade.....	\$ 9.00	0.24
OPERATOR: Roller.....	\$ 10.88	0.00
ROOFER (Excluding Metal Roof)....	\$ 10.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 12.27	1.56

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WATERPROOFER.....\$ 10.50 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal Process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the Interested party's position and by any information (wage payment data,

SECTION 01100

Project description, area practice material, etc.) that the requestor
Considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
Interested party may appeal directly to the Administrative Review Board
(formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION