



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

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
Any revisions made on the outside of the envelope WILL NOT be considered.**

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 - (Not Required)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

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: AUGUST 25, 2011

Cobb County will receive Sealed Bids before 12:00 NOON, August 25, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 11 – 5595
ANNUAL CONTRACT
CARPETING, VINYL COMPOSITION TILE, CERAMIC TILE AND RUBBER
FLOORING; INCLUDING ALL MATERIALS, PREPARATION, AND INSTALLATION
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

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

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

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents.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

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.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov.

Advertise: August 12, 19, 2011



BID SUBMITTAL FORM

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

**BID/PROJECT NUMBER: #11-5595
ANNUAL CONTRACT**

**CARPETING, VINYL COMPOSITION TILE, CERAMIC TILE AND RUBBER FLOORING; INCLUDING ALL
MATERIALS PREPARATION, AND INSTALLATION
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**DELIVERY DEADLINE: AUGUST 25, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: August 25, 2011 @ 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 11-5595; 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: August 12, 19, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 11-5595 DATE: August 25, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Annual Contract - Carpeting, Vinyl
Composition Tile, Ceramic Tile and Rubber Flooring; Including
All Materials, Preparation, and Installation**

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 #11-5595
ANNUAL CONTRACT**

**CARPETING, VINYL COMPOSITION TILE, CERAMIC TILE AND RUBBER
FLOORING; INCLUDING ALL MATERIALS PREPARATION, AND INSTALLATION**

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 # 11-5595

ANNUAL CONTRACT

**CARPETING, VINYL COMPOSITION TILE, CERAMIC TILE AND RUBBER FLOORING;
INCLUDING ALL MATERIALS PREPARATION, AND INSTALLATION
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

BID OPENING DATE: AUGUST 25, 2011

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

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

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 36010

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.

PROJECT MANUAL FOR:

**COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
57 WADDELL STREET
MARIETTA, GEORGIA 30060**

**ANNUAL CONTRACT FOR: CARPETING, VINYL COMPOSITION TILE,
CERAMIC TILE AND RUBBER FLOORING; INCLUDING ALL MATERIALS,
PREPARATION, AND INSTALLATION**

COBB COUNTY PROPERTY MANAGEMENT

SEALED BID #11-5595

Invitation to Bid
Annual Contract – Carpeting, Vinyl Composition Tile, Ceramic Tile and Rubber
Flooring; Including All Materials, Preparation, and Installation
Cobb County Property Management
Sealed Bid #11-5595

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Invitation to Bid
Annual Contract – Carpeting, Vinyl Composition Tile, Ceramic Tile and Rubber
Flooring; Including All Materials, Preparation, and Installation
Cobb County Property Management
Sealed Bid #11-5595

Scope of Services

The Cobb County Property Management Department is seeking to enter into a contract with a qualified vendor for Carpeting, Vinyl Composition Tile, Ceramic Tile and Rubber Flooring; Including all Materials, Preparation, and Installation.

Bids are due to the Cobb County Purchasing Department before 12:00 (Noon) **on August 25, 2011**. Late bids will not be accepted.

Please submit an original and one (1) copy to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008

SPECIFICATIONS

1. Quantities and projects are at the sole discretion of the Owner (Cobb County). Contractor will be given an individual Work Order from Property Management for each project with a detailed description of included work during the duration of this annual contract. Contractor to strictly follow the schedule for each project as determined by the Owner.
2. Installation of materials: The Contractor will furnish the carpet, vinyl asbestos tile, or rubber tile flooring; floor levelers, pad/tackstrips if required, tools, hardware, glues, etc. as may be required for a complete installation. Base bid installation pricing is based on glued down methods. Contractor accepts floor conditions as delivered to him and is responsible for all reasonable and normal floor preparation. Owner will determine what is reasonable and normal floor preparation. In the case of differences in floor elevation greater than one-fourth inch in five lineal feet, the Owner shall provide special floor preparation. The scope of this additional floor preparation is outside of this contract work. Contractor to remove trash from sites accruing from his operations. Contractor acknowledges that buildings are occupied and as such, certain precautions are required by this Contractor including but not limited to barricades, noise protection, dust protection, furnishings relocations, etc. Contractor shall measure all rooms and areas to be carpeted and inform Owner of quantity and size needs prior to individual work order awards. Owner maintains final determination of payment quantities and measurement methods. A full and complete installation is included in the per sq. yd. or footage price.
3. Supplier to furnish dimensioned seaming diagram of proposed carpet layout prior to ordering carpet.

SPECIAL TERMS AND CONDITIONS

I. Contract Period:

Contract awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of 12 full months.

II. Pricing:

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

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

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

III. Option to Extend the Term of Contract:

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

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.cobbcountyga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

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

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by 5:00 pm on Tuesday, August 16, 2011 in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

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

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the

envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

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

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

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

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

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

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

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded

or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

VI. Testing and Inspection

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

VII. F.O.B. Point

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

VIII. Patent Indemnity

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

IX. Insurance

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

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

B. DEDUCTIBLES AND SELF-INSURED RETENTION

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

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

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

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

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

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

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

D. ACCEPTABILITY.

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

E. VERIFICATION OF COVERAGE.

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

F. SUBCONTRACTORS

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

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

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

G. WAIVER OF SUBROGATION

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

X. Award

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

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

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

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

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

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

XI. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the

County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XII. County Furnished Property

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

XIII. Reject And Withdraw Bids

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

XIV. Contract

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

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

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

XV. Non-Collusion

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

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

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

XVI. Conflict of Interest, Etc.

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

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

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

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

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

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

XVII. Default

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

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the

contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

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

XX. Ineligible Bidders

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

XXI. Alterations of Documents

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

XXII. Termination for Convenience

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

XXIII. Inter-governmental Agreement

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

XXIV. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the

performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXV. Special Terms and Conditions

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

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

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

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

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

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

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

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

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. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (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).

**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: _____

Effective 10-28-2010

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:

(Project Name/Description)

I further certify to Cobb County, Georgia the following:

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

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

Sworn to by:

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

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 Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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 Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
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.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
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
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month 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 DBE subcontractor(s).

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

Submitted by: _____
 Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

SPECIAL INSTRUCTIONS TO BIDDERS

Page 1 of 2

1. Securing Documents:

Copies of the proposed Contract Documents may be obtained from:

**COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY,
MARIETTA, GEORGIA 30060**

Bids are due to the Cobb County Purchasing Department by 12:00 noon on August 25, 2011. Late bids will not be accepted.

2. Bid Form:

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

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

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

BIDS SHALL BE DELIVERED TO THE COBB COUNTY PURCHASING DEPARTMENT LOCATED AT 1772 COUNTY SERVICES PARKWAY, MARIETTA, GEORGIA, 30008 TIME SPECIFIED HEREIN.

3. Examination of the Documents and Site of Work:

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

SPECIAL INSTRUCTIONS TO BIDDERS

Page 2 of 2

4. Execution of the Agreement:

The form of agreement between the Owner and the successful bidder is included in the Project Manual under the title "Contract". Bidder acknowledges understanding and agreement with every and all portions of the Contract Documents consisting of the Project Manual, Plans, and Addendums by his execution and submittal of the Bid Form to the Owner. The Owner acknowledges his acceptance of an offer by the forwarding of an executed Purchase Order from the Purchasing Department to the successful Bidder. The Purchase Order describes the portion(s) of the bid which are accepted. Receipt of the Purchase Order shall be the successful Bidder's Notice to Proceed to formalize the date of commencement and establish the contract completion date.

5. Inquiries Prior to Bidding:

Bidders having questions with regard to the project or Bid Documents shall present these questions in writing to the Owner for clarification not later than **Tuesday, August 16, 2011 at 5:00 p.m.** Responses will be in the form of an addendum issued to all Bid Document holders of record. Bidders acknowledge receipt of addendums by inserting their number and date in the Bid Form. Failure to do so may subject bidder to disqualification. Addendums form part of the Contract Documents.

6. Misc. Project Requirements:

a. Materials and system types may designate specified manufacturers and models. Substitution will be allowed if demonstrated by vendor to be equal or superior. All materials incorporated into the work shall be new unless otherwise specified herein or approved in special circumstances by Owner or Architect.

b. Cobb County Commissioners are required to make certain decisions that may come up during the course of the job. Depending on the timing, this could take several weeks before an available scheduled commission meeting.

c. The Contractor represents that any reference by the Contract Documents to Cobb County as supplying utilities, permits, licenses, approvals, procedures or items of any nature whatsoever are included with the Contractor's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County.

d. During the construction of the project, Contractor shall address construction concerns and questions to the Cobb County Property Management Department and shall not take direction from other persons or departments that may visit the site from time to time.



SAMPLE CONTRACT

OWNER: COBB COUNTY BOARD OF COMMISSIONERS ("Owner")
COBB COUNTY, GEORGIA
c/o Property Management Department
57 Waddell Street
Marietta, Georgia 30060-1940

CONTRACTOR: As described on Purchase Order ("Contractor")

WORK: ("Work")
(General caption only)

PROJECT: ("Project")

ARCHITECT-ENGINEER: ("Architect")

CONTRACT PRICE: As described on Purchase Order ("Price")

MONTHLY BILLING DATE: To be received at the ("Monthly Billing Date")
Cobb County Property Management office by the 25th of each month.

RETAINED PERCENTAGE: Ten (10%) Percent, ("Retained Percentage")
adjusted per paragraphs 3 & 4

CHANGE ORDER COMBINED OVERHEAD AND PROFIT: ("Profit Percentage")
Fifteen (15%) Percent

PAYMENT AND PERFORMANCE BONDS: Required Not Required xxxx

(The above terms are incorporated by reference and are more fully explained below.)

Owner, and Contractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

Sample Contract

Page 2 of 8

1. WORK: Contractor shall perform and furnish all labor, supervision, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage and all other things necessary to prosecute and complete the work identified and described in, or which can be reasonably inferred from, Schedule A attached hereto (the "Work"). The Work shall be performed by Contractor in a good and workmanlike manner strictly in accordance with the Contract Documents, consisting of the plans, specifications (including, but not limited to, general, special and supplemental conditions), addenda and other documents identified in Schedule B attached hereto, and all subsequently and duly issued modifications thereto.

Contractor represents and agrees that it has carefully examined and understands the Contract Documents relevant to the Work; has adequately investigated the nature and conditions of the project site and locality; has familiarized itself with conditions affecting the difficulty of the Work and the condition of any equipment to be maintained and/or repaired; and has entered into this Contract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Owner.

2. PRICE: Owner shall pay to Contractor for the satisfactory performance and completion of the Work and performance of all the duties, obligations and responsibilities of Contractor under this Contract, the sum set forth herein as the Price, subject only to additions and deductions as expressly provided in this Contract. To the extent that the Work is to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C, based on actual quantities determined in accordance with the Contract Documents and this Contract. The Price and all unit prices shown in Schedule C shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Contract Documents, including, but not limited to, the costs of labor, supervision, services, materials, equipment, replacement parts/equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes, and all overhead and profit.

3. PROGRESS PAYMENTS: Within ten (10) days after the date of transmission of this Contract to Contractor, Contractor shall submit to Owner for Owner's approval a detailed schedule showing a proper cost breakdown (with a proper share of associated overhead and profit) of the Price according to the various line items or parts, of the Work, for use only as a basis for verifying Contractor's applications for payment.

The Contractor shall submit an Application for Payment on the 25th of each month. The Contractor will provide with the Payment Application, a line item breakdown of all previous costs to date plus the amount being applied for. The Owner will make payments to the Contractor within a reasonable period of time after receipt of the Payment Application equal to the value of the Completed Work and Stored Work as of the corresponding Monthly Billing Date, to the extent approved by Owner and Architect, and after deducting (a) all previous payments, (b) current retainage (to a maximum of 10 percent of each progress payment; provided, however, that, when 50 percent of the contract value including change orders and other additions to the Contract value provided for by the Contract Documents is due and the manner of completion of the Contract Work and its progress are reasonably satisfactory to the Owner's authorized Contract Representative, the Owner shall withhold no more retainage. If, after discontinuing the retention, the Owner's authorized Contract Representative determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.), (c) all charges or backcharges for services, materials, equipment, or other items furnished or otherwise chargeable to Contractor, and (d) withheld payments if the Owner determines there is unsatisfactory job progress, defective work, disputed work, actual or potential third party claims, failure to make timely payments for labor or materials, damage to other entities connected with the project or reasonable evidence that the contract cannot be completed for the balance of the contract price. Payments that are not unreasonably delayed will bear no interest penalties. The terms of this paragraph and the entire Contract Documents are intended to supersede all provisions of the Prompt Pay Act, O.C.G.A. 13-11-1 through 13-11-11.

Owner reserves the right to advance the date of any payment (including final payment) due or to become due under this Contract if, in its sole judgement, it becomes desirable to do so. The Owner shall not thereby incur any obligation to do so in the future or waive his right to strict compliance with the Contract terms.

Contractor shall not be entitled to any payment until this Contract has been properly executed and all documents and information to be furnished by Contractor have been supplied to Owner. If Owner has a dispute over a portion of the invoices, the undisputed portion will be paid.

4. FINAL RETAINAGE PAYMENT: At substantial completion of the Work and as the Owner's authorized Contract Representative determines the Work to be reasonably satisfactory, the Owner shall within 30 days after the last of the following to occur: (a) delivery of a final application for payment, (b) furnishing of evidence satisfactory to Owner that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished or incurred in connection with the Work, (c) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Contractor or its suppliers or subcontractors and (d) delivery of a general release, in a form satisfactory to Owner, executed by Contractor running to and in favor of Owner, and such other parties as Owner may require; pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner's authorized Contract Representative shall be withheld until such item or items are completed to the Owner's satisfaction.

5. PAYMENT CONDITIONS: Contractor will receive the payments made by Owner and Contractor will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors, and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid and shall comply with all laws applicable thereto.

Contractor shall, as often as requested by Owner, furnish such information, evidence and substantiation as Owner may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Contractor in connection with the Work and all payments made by Contractor on account thereof. Contractor shall also furnish, as required by Owner in its sole discretion, such partial or final lien waivers or releases as Owner deems necessary to ensure that Contractor has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by Owner, the furnishing of such lien waivers and releases shall be a condition precedent to any payment hereunder. Nothing herein shall constitute any requirement that Owner exercise its discretionary option to require such releases and waivers. Moreover, no prior failure of Owner to require such releases and waivers shall limit Owner's right to require them subsequently.

Sample Contract

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Owner reserves the right to withhold, as a reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Contractor (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears that funds remaining in the Contract, including retainage and exclusive of backcharges, are insufficient to complete the Work; (c) to reimburse Owner for any backcharges incurred as a result of any act or omission by Contractor hereunder; (d) to protect Owner from the possible consequences of any other breach or default by Contractor hereunder; or (e) to secure Owner with respect to any breach or default by Contractor or its affiliates, parent company and subsidiaries under any other agreement. Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty or improper work or materials.

6. TIME: Time is of the essence. Therefore, Contractor shall: (a) submit, with its proposed schedule, information showing the time required to prepare and approve shop drawings, to fabricate and deliver materials and equipment, and to install the Work; (b) order (for manufacture or purchase and delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by strikes, transportation or unavailability; (c) furnish Owner within thirty (30) days a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the date on which such material and equipment is expected to be delivered to the Project site; (d) furnish Owner, upon issuance, a copy of each major purchase order and subcontract (with price information deleted); (e) cause a qualified home office supervisory representative (while Contractor has forces at the Project site and for two weeks prior thereto) to attend weekly progress meetings; and (f) notify Owner immediately by telephone and confirm in writing within ninety-six (96) hours, if Contractor finds that any item cannot be delivered as required to maintain Owner's progress schedule. Contractor also agrees to be bound by such modifications to the Project schedule as are discussed at the weekly job progress meetings and are contained in the minutes of those meetings unless written objection is made by Contractor within seventy-two (72) hours of the occurrence of such meeting.

7. EXTENSIONS OF TIME: Should Contractor, without any fault or neglect on its own part, be delayed in the completion of the Work by the fault or neglect of Owner, Contractor, as its sole remedy, shall be entitled to a reasonable extension of time only. Should Contractor, without any fault or neglect on its own part, be delayed in the completion of the Work by an act of God or such other cause beyond the control of the Contractor, Contractor shall be entitled to a reasonable extension of time to be determined in accordance with this Contract and the Contract Documents. In no event shall Contractor be entitled to compensation or damages for any delay in the commencement, prosecution, or completion of the Work or for any schedule adjustments resulting therefrom.

Notwithstanding anything to the contrary in the Contract Documents or this Contract, Contractor shall not be entitled to an extension of time unless a written notice of delay shall have been delivered to Owner within ninety-six (96) hours after commencement of the claimed delay.

8. CHANGE ORDERS: Without notice to any surety and without invalidating this Contract, Owner may from time to time, solicit an offer by written order to Contractor to make changes in the Work under the Contract Documents.

Upon request of Owner, and in a timely manner, Contractor shall submit a written offer and proposal for any applicable Price and time adjustment attributable to the changed Work, detailed as Owner may require, supported and conforming to the requirements of the Contract Documents.

Where a change is issued pursuant to a change required by the Owner, the Price shall be adjusted by the net amount of any direct savings and direct cost plus Profit Percentage, attributable to the Change Order, and the time for performance of the Work may be adjusted according to the Contract Documents, subject, however, in each case to the following limitations: (a) where the Work affected by Change Order is the subject of unit prices under Exhibit C, the Price adjustment shall be limited to the amounts obtained by applying such unit prices to the actual increase or decrease in the quantity of units due to the change, and (b) the amount allowable for all overhead and profit shall be limited to the product obtained by multiplying the Profit Percentage by the net amount of the Contractor's direct savings and direct cost.

As used in this contract, Contractor's direct savings and direct cost shall mean and be limited to the actual amount of the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums if and to the extent actually increased; and actual rent not greater than the rent charged in the locale, or reasonable value of Contractor-owned equipment and machinery.

If the parties are able to agree upon the amount of the Price adjustment and the extent of any time adjustment, such adjustment shall be set forth and memorialized in a Change Order which shall be accepted by Contractor. If the parties are unable to agree upon such adjustments, Owner may elect to issue the Change Order to Contractor directing such work to be performed by Contractor, and any adjustments to Price or time shall be subject to ultimate determination in accordance with this contract; and Contractor shall, nonetheless, proceed immediately with the changed Work. Contractor shall keep a detailed account of the direct savings and direct cost due to the changed Work separately from its other accounting records and shall make such records available to the Owner at Owner's request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to Owner upon its request, shall constitute an acceptance on Contractor's part of the Owner's determination of the direct savings and direct cost of such changed Work. In no event shall Contractor proceed with changed Work without a Change Order issued pursuant to this paragraph 8 and Owner shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such a written Change Order.

9. NOTICES: All Written notices provided for in this contract or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party, sent by telegram, fax with fax acknowledgement, or by regular mail to the party at its address specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

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10. BONDS: If so indicated on page 1 hereof, Contractor shall furnish, within ten (10) days of date of transmission of this contract to Contractor, which is included in the Price, a performance bond and a payment bond, each in an amount equal to the Price, on standard AIA A311 forms and Contractor agrees to notify its surety or sureties of increases in the Price and to take such action as is required to have the penal amount of the bonds furnished pursuant to this paragraph increased correspondingly.

11. INSURANCE: Contractors 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. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including products/completed operations coverage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, when applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability limits of \$100,000 per accident.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

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

C. OTHER INSURANCE PROVISIONS

1. General Liability and Automobile Coverages

- a. The County, its officers, officials, employees and volunteers are to be covered as 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 limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- d. 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.

2. Workers' Compensation and Employers Liability Coverage

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

3. All coverages

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 the County.

D. ACCEPTABILITY

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or otherwise acceptable to County.

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E. VERIFICATION OF COVERAGE

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting 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 certificates and endorsements are to be received and approved by the County before work commences as described in the Project Manual. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

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

12. INDEMNITY: To the full extent permitted by law, Contractor agrees to defend, indemnify and save harmless Owner, and their agents, servants and employees, from and against any claim, cost, expense, or liability (including legal fees, including but not limited to attorney's fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Contractor, its subcontractors and suppliers, or their agents, servants, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder, to the extent allowed by law; provided, however, Contractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Contractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act. Contractor hereby agrees that One Hundred Dollars and No/Cents (\$100.00) of the Price constitutes the separate consideration for Contractor's indemnity hereunder. Such amount shall be deemed paid out of the first application for payment paid hereunder.

Should any person or entity assert a claim or institute a suit, action, or proceeding against Owner involving the manner or sufficiency of the performance of the Work, Contractor shall upon request of Owner promptly assume the defense of such claim, suit, action or proceeding, at Contractor's expense, and Contractor shall indemnify and save harmless Owner as well as anyone to be defended, indemnified and held harmless by Owner and its or their agents, servants, and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, or proceeding.

13. ASSIGNMENT: Contractor shall not assign this contract or any monies due or to become due hereunder without the prior written consent of Owner. No assignment by Contractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Contractor under this contract. If Owner gives written consent to an assignment of this contract, in whole or in part, Contractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Nothing herein shall prevent Contractor from engaging subcontractors to perform a portion of the Work hereunder. However, Contractor shall be and remain as fully responsible for all persons directly or indirectly employed by such subcontractors, as Contractor is for its own acts and omissions and those of its agents, servants, and employees. Additionally, nothing herein shall prevent any guarantor or surety of Contractor from enforcing any right hereunder after acknowledgement of its obligation as guarantor or surety. Any attempted enforcement of such rights in the absence of an express acknowledgement shall constitute an admission by any guarantor or surety of its obligations under its agreement of guarantee or suretyship.

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

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

16. CLEANING UP: Contractor shall, at its own expense: (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with the Work by collecting and removing such debris from the job site on a daily or other basis requested by Owner; (b) at the completion of the Work in each area, sweep and otherwise make the Work in its immediate vicinity "broom-clean;" (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Owner at the completion of the Work; and (d) at final inspection clean and prepare the Work for acceptance by Owner. Contractor agrees to provide all cleaning and cleanup required under the Contract Documents pertaining to the Work to the extent such requirements are in excess of those contained in this paragraph.

17. TEMPORARY FACILITIES: All temporary site facilities, such as storage, sheds, water, heat, light, power, toilets, hoists, elevators, scaffolding, cold weather protection, ventilating, pumps, watchman service, etc., required in performing the Work shall be furnished by Contractor.

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18. QUALITY: Contractor shall at all times provide first-quality, new materials (unless otherwise specified in the Contract Documents) and workmanship conforming to the Contract requirements. Contractor shall at all times provide proper facilities and an opportunity for the inspection of the Work by Architect and Owner and their representatives. Contractor shall, within forty-eight (48) hours after receiving written notice from Owner, proceed to take down and remove all portions of the Work which Owner shall have condemned as unsound, improper, or in any way failing to conform to the Contract Documents or this Contract and shall replace the same with proper and satisfactory Work and make good all work damaged or destroyed thereby. Owner's failure to discover or notify Contractor of defective or nonconforming Work at the time the Work, or any portion thereof, is performed or completed shall not relieve Contractor of full responsibility for replacement of the defective or nonconforming Work and all damages resulting therefrom.

19. GUARANTEES: Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one year from the date of acceptance of the Project by the Architect and Owner or within such longer period as may be provided in the Contract Documents. Contractor warrants that all materials furnished hereunder meet the requirements of the Contract Documents and impliedly warrants that they are both merchantable and fit for the purposes for which they are to be used under the Contract Documents.

20. SUBMITTALS: Contractor shall immediately prepare or obtain and promptly submit to Owner shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports and engineering calculations, all as may be required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. Approval of drawings or other submittals by Owner or Architect shall not relieve Contractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for proper matching of the Work to contiguous work.

21. LIENS: Contractor shall defend, indemnify and save harmless Owner from any lien or claim of lien filed or maintained by any laborer, materialman, subcontractor, or other person or entity directly or indirectly acting for, through, or under Contractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor. Without limiting the foregoing, Contractor shall cause any such lien or claim of lien to be satisfied, removed, or discharged by bond, payment, or otherwise within such time as provided under the Contract Documents or ten (10) days from the date of receipt by the Owner, whichever is shorter.

22. PATENTS: Contractor shall defend, indemnify and save harmless Owner, from and against any claim, cost, expense, or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights attributable to the Work.

23. LABOR: Contractor agrees that where its Work is stopped, delayed, or interfered with by strikes, slow-downs, or similar interruptions or disturbances (including cases where the Contractor's employees are engaged in a work-stoppage solely as a result of a labor dispute involving Owner or others and not in any manner involving Contractor,) Owner shall have the rights and remedies provided for herein. Contractor shall maintain and exercise control over all employees engaged in the performance of the Work, and Contractor shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly prosecution of the Work. Contractor shall take all necessary steps to restrain and enjoin any illegal picketing, demonstrating, violence, or similar activity against the Contractor at the Project.

24. DAMAGE: Owner shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Contractor, or anyone employed by or through Contractor, in the performance of the Work; and Contractor shall maintain such insurance and take such protective action as Contractor deems desirable with respect to such property. Owner shall not be liable or responsible for any loss or damage to the Work, and Contractor shall be responsible for the correction or restoration of any such loss or damage to the Work, or to the work of Owner or any other contractor, resulting from the operations of Contractor, or its subcontractors, agents, servants, or employees hereunder. Contractor shall take all reasonable precautions to protect the Work from loss or damage prior to acceptance by Owner.

25. DEFAULT: Should Contractor at any time: (a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of required quality to perform the Work with the skill, conformity, promptness and diligence required hereunder; (b) cause interference, stoppage, or delay to the Project or any activity necessary to complete the Project; (c) become insolvent; or (d) fail in the performance or observance of any of the covenants, conditions, or other terms of this Contract, then in any such event, each of which shall constitute a default hereunder by Contractor, Owner shall, after giving Contractor notice of default and seventy-two (72) hours within which to cure, have the right to exercise any one or more of the following remedies:

(i) require that Contractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;

(ii) attempt to remedy the default by whatever means Owner may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Contractor hereunder;

(iii) after giving Contractor an additional seventy-two (72) hours notice (at any time following the expiration of the initial seventy-two (72) hour notice and curative period), terminate the Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, plant, tools, scaffolds and appliances of Contractor related to the Work, for purposes of completing the Work and securing to Owner the payment of its costs (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) and other damages under the Contract and for the breach thereof, it being intended that Owner shall, for the stated purposes, be the assignee of and have a security interest in the property described above to the extent located on the Project site; or

(iv) call upon the surety, if applicable, to perform in accordance with the performance bond.

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(v) recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), and all reasonable attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Owner, Owner shall promptly pay Contractor any undisbursed balance of the Price, if any. If the cost of completion of the Work plus the allowance for administrative burden, together with any other damages or losses sustained or incurred by Owner, shall exceed the undisbursed balance of the Price, Contractor and its guarantors, surety, or sureties shall pay the difference within fifteen (15) days of written demand from Owner.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity. Contractor's guarantors, surety, or sureties agree to be bound to Owner with respect to such remedies notwithstanding any provision of the bonds as described herein.

Except as limited by this Contract, Contractor shall have the rights and remedies available at law or in equity for a breach of this Contract by Owner. Any default shall be deemed waived unless Contractor shall have given Owner written notice thereof within five (5) days after the occurrence of such default. Contractor shall not be entitled to stop the Work or terminate this Contract on account of Owner's failure to pay an amount claimed due hereunder (including payment for claimed changed Work) so long as Contractor shall not have adequately substantiated the amount due or so long as a good faith dispute exists as to the amount due. Contractor shall not be entitled to stop the Work on account of a default by Owner unless such default shall have continued for more than ten (10) days after Owner's receipt of written notice of such default from Contractor, specifying in detail the nature of the default and the steps necessary to cure the claimed default.

Contractor shall not be entitled to terminate this Contract except for a substantial and material breach by Owner which shall have continued, uncured, for at least an additional thirty (30) days after (a) Contractor shall have stopped working in accordance with this paragraph and (b) Owner shall have received thirty (30) days written notice of Contractor's intention to terminate this Contract.

Should any termination for default under paragraph 25 (iii) be determined to be invalid, improper or wrongful, such termination shall be deemed to have been a termination for convenience as provided in paragraph 27 below.

26. DISPUTES: If a dispute should arise between Owner and Contractor under or related to the Contract, or the breach thereof, then either party may seek redress of its grievances as to such disputes at law or in equity or by arbitration if both parties agree after default or breach to arbitrate. The award rendered by arbitrators shall not be final or binding. Contractor agrees to continue to perform its Work despite the existence of disputes. The existence of a dispute shall not be grounds for any failure to perform by Contractor nor limit the right of Owner to proceed, in good faith, to remedy any default by Contractor.

27. EARLY TERMINATION: Should this Contract be terminated based on default, Contractor shall assign all purchase orders and subcontracts to Owner if Owner, in its sole discretion, requests such assignments. Contractor agrees to incorporate such provisions in its agreements with suppliers and subcontractors to effectuate this provision. Nothing herein shall create any duty on the part of Owner to accept the assignment of any purchase order or subcontract hereunder.

Further, in its sole discretion and without notice to any guarantors, surety, or sureties, Owner may terminate this Contract for its convenience upon the giving of written notice to Contractor. In no event shall Contractor be entitled to consequential damages or loss of profits on portions of the Work not yet performed. If terminated for convenience, Contractor shall be entitled to be paid all costs of all Work provided hereunder including reasonable and necessary costs of termination, as determined in accordance with the method set forth in paragraph 8 above, together with the Profit Percentage attributable to the costs so determined. Payment shall be made in accordance with and subject to the requirements of paragraph 4.

28. SETOFF: If Contractor is, or hereafter begins, performing any other work for Owner other than the Work under this Contract and the unpaid balance of the Price becomes insufficient to complete such Work or compensate Owner for any damages or deficiencies by the Contractor in the performance of the other work, Contractor hereby consents and agrees to allow Owner, in its sole discretion and judgement, to setoff any of Owner's claims against any funds due, or which may become due, Contractor under any other agreement with Owner, or any contract on any other project. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

29. MISCELLANEOUS: (a) All matters relating to the validity, performance, or interpretation of this Contract shall be governed by the laws of the State of Georgia, performance, or interpretation, as the case may be, of the Contract. This Contract is entered into in Cobb County and all services under this Contract are capable of being performed and are to be performed in Cobb County, Georgia. Therefore, the parties agree that Cobb County is the proper venue for the resolution of any disputes.

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

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

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

(e) Where the context requires, neuter terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

SCHEDULE A - WORK: Pursuant to paragraph 1 of this Contract, Contractor shall prosecute and complete the following Work:

All work per the Contract Documents

SCHEDULE B - CONTRACT DOCUMENTS: The Contract Documents referred to in paragraph 1 and elsewhere in this Contract consist of the Contract and the following:

Project Manual including all portions as described in the Table of Contents

All Addendums issued by the Owner prior to receipt of bids

Contractor's Bid Form

Owner's Purchase Order

SCHEDULE C - SUPPLEMENTAL PRICE SCHEDULE:

UNIT PRICES: Pursuant to paragraphs 2 and 8 of this Contract, the following unit prices shall be used in determining the Price and any adjustments thereto, without limitation unless expressly provided herein:

N/A

ALLOWANCES: The price specified on page 1 of the Contract includes the following allowances for the parts of the Work specified below, to be furnished by Contractor in accordance with the Contract Documents:

N/A

SCHEDULE D - PERFORMANCE SCHEDULE: Pursuant to paragraph 6 of this Contract and without limiting the provisions thereof, Contractor shall perform the Work and its several parts according to the following specific schedule, and as the same may be revised from time to time by Owner:

Time is of the essence is repeated for emphasis.

Contractor to complete all portions of the contract work within the calendar day period described in the Specifications portion of the Project Manual. The start date is established as the date the successful Bidder receives the executed Purchase Order from the Owner.

IMPORTANT NOTE TO BIDDERS:
(All 13 pages of this bid form must be submitted)

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED HAVING EXAMINED THE PROPOSED CONTRACT DOCUMENTS
TITLED:

**ANNUAL CONTRACT FOR CARPETING, VINYL COMPOSITION TILE, RUBBER TILE
FLOORING; CERAMIC TILE FLOORING INCLUDING ALL MATERIALS, FLOOR
PREPARATIONS, AND INSTALLATION, COMPLETE**

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

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer
responsible for account: _____

Telephone Number: _____

III. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide names: _____

Prior projects with Cobb County: _____

SIMILAR PROJECT EXPERIENCE

1. Name of project: _____

Address of project: _____

Contact person with Owner: _____

Phone number: _____

2. Name of project: _____

Address of project: _____

Phone number: _____

3. Name of project: _____

Address of project: _____

Contact person with Owner: _____

Phone number: _____

CONTRACTOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

_____, Dated __ / __ / 11

_____, Dated __ / __ / 11

_____, Dated __ / __ / 11

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

Bidder: _____

Signed: _____

Title: _____

Address: _____

License: # _____

Type of Business Entity:

(corporation, sole proprietorship, partnership, p.c.)

Individual Members of the Firm

President of the Corporation

Secretary of the Corporation

Corporation is organized under the Laws of the State of _____

Bid dated this _____ day of _____ 2011

BID FORM			
ANNUAL CONTRACT - CARPETING, VINYL COMPOSITION TILE, RUBBER FLOORING			
AND CERAMIC TILE INCLUDING ALL MATERIALS, PREPARATION AND INSTALLATION			
SEALED BID #11-5595			
DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
CARPET - GLUE DOWN:			
BIGELOW - MOHAWK			
BIGELOW BALANCING ACT COLLECTION			
Bigelow – Play Hard – Broadloom – 22 oz.	Sq Yard		
Bigelow – Work Smart – Broadloom – 22 oz.	Sq Yard		
BIGELOW BENDING EARTH COLLECTION (all 17 oz)			
Bigelow – Caliber – Modular–24" sq	Sq Yard		
Bigelow – Datum – Modular –24" sq	Sq Yard		
Bigelow – Sector – Modular–24" sq	Sq Yard		
Bigelow – Spatial – Modular –24" sq	Sq Yard		
BIGELOW EMOTIONS COLLECTION			
Bigelow – Charm – Broadloom - 26oz.	Sq Yard		
Bigelow – Charm – Modular-- 26 Oz.- 24" sq	Sq Yard		
Bigelow – Thrill – Broadloom -26oz.	Sq Yard		
Bigelow – Thrill – Modular–26 oz. - 24" sq	Sq Yard		
BIGELOW NEW BEGINNINGS COLLECTION			
Bigelow – Recharge – Broadloom –22 oz.	Sq Yard		
Bigelow – Rebuild – Broadloom – 22 oz.	Sq Yard		
Bigelow – Rethink – Broadloom – 22 oz..	Sq Yard		
BIGELOW OF THE MOMENT COLLECTION			
Bigelow – End Result – Broadloom – 22 oz.	Sq Yard		
Bigelow – Must Have – Broadloom – 22 oz.	Sq Yard		
BIGELOW WALK IN THE PARK COLLECTION			
Bigelow – Ellis Square – Broadloom – 28oz.	Sq Yard		
Bigelow – Telfair Square – Broadloom – 26 oz.	Sq Yard		
Bigelow – Wright Square – Broadloom – 28 oz.	Sq Yard		
Bigelow – McCormick II – Broadloom – 24 oz.	Sq Yard		
Bigelow – New Basics – Broadloom - 26 oz.	Sq Yard		
Bigelow – Spectrum V30 – Broadloom – 30 oz.	Sq Yard		
Bigelow – Teasel Everset – Broadloom – 30 oz.	Sq Yard		
Bigelow – Wabi Nubby – Broadloom – 26 oz.	Sq Yard		
Bigelow – Way Cool – Broadloom – 26 oz.	Sq Yard		
Mohawk – Coordination EcoFlex – Modular – 26 oz.	Sq Yard		
Mohawk – Coordination Ultraset - Modular - 26oz.	Sq Yard		

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DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
BOLYU			
Bolyu – LaCroix – Broadloom – 36 oz.	Sq Yard		
Bolyu – Locarno – Broadloom – 30 oz.	Sq Yard		
Bolyu – Montreaux – Broadloom – 30 oz.	Sq Yard		
Bolyu – Premiere – Broadloom – 40 oz.	Sq Yard		
INTERFACE - (All 50cm x 50cm tiles)			
INTERFACE AIKI COLLECTION - All 17 oz.			
Interface – Kamala II – Modular	Sq Yard		
Interface – Kamala Ni II – Modular	Sq Yard		
Interface – Kenshi II – Modular	Sq Yard		
Interface – Kenshi Ni II – Modular .	Sq Yard		
Interface – Naagashi II – Modular	Sq Yard		
Interface – Nagashi Ni II – Modular	Sq Yard		
Interface – Nikko II – Modular	Sq Yard		
Interface – Nikko Ni II – Modular	Sq Yard		
INTERFACE ARCHITECTURAL PLANS COLLECTION [I]2:			
Interface – Layout – Modular –17 oz	Sq Yard		
Interface – Outline – Modular –17 oz	Sq Yard		
Interface – Square Footage – Modular – 22 oz	Sq Yard		
Interface – To Scale – Modular –17 oz	Sq Yard		
INTERFACE BIODIVERSITY COLLECTION			
Interface – Broadleaf – Modular – 22 oz	Sq Yard		
Interface – Farmland – Modular – 20 oz	Sq Yard		
Interface – Prairie Grass – Modular – 23 oz	Sq Yard		
INTERFACE THE CLASSICS COLLECTION			
Interface – Boucle Grid – Modular – 24 oz	Sq Yard		
Interface – Carribbean – Modular –24 oz	Sq Yard		
Interface – Libra – Modular – 24 oz	Sq Yard		
Interface – Marrakesh – Modular – 26 oz	Sq Yard		
Interface – Paint Box – Modular – 24 oz	Sq Yard		
Interface – Rain Forest – Modular – 20 oz	Sq Yard		
Interface – Silk Route – Modular – 17 oz	Sq Yard		
Interface – Tapestry – Modular – 26 oz	Sq Yard		
INTERFACE GREAT LENGTHS II COLLECTION [I]2			
Interface – Entrobean II – Modular – 18 oz	Sq Yard		
Interface – Geometry II – Modular – 18 oz	Sq Yard		
Interface – Gradient II – Modular – 18 oz	Sq Yard		
INTERFACE I-SPACE COLLECTION [I]2 - (All 17 oz.)			

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DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
Interface – I-Line – Modular	Sq Yard		
Interface – I-Circle – Modular	Sq Yard		
Interface – I-Square – Modular	Sq Yard		
Interface – I-Star – Modular	Sq Yard		
Interface – I-Triangle – Modular	Sq Yard		
Interface –Cubic [I]2 – Modular – 18 oz.	Sq Yard		
Interface –Cubic Colors [I]2 – Modular –18 oz.	Sq Yard		
Interface – Earth II – Modular – 17 oz.	Sq Yard		
Interface – Wind II – Modular –17 oz.	Sq Yard		
Interface – Entropy [I]2 – Modular – 20 oz.	Sq Yard		
Interface – Menagerie – Modular – 26 oz	Sq Yard		
Interface – The Standard [I]2 – Modular – 14 oz	Sq Yard		
Interface – Viva Colors – Modular –18 oz	Sq Yard		
Interface - Entry Level - 28 oz. (walk-off mat)	Sq Yard		
J & J COMMERCIAL			
J & J ART & SOUL COLLECTION:			
J & J – Cubism – Broadloom – 30 oz.	Sq Yard		
J & J – Impressionism – Broadloom –30 oz.	Sq Yard		
J & J THE CLASSICS COLLECTION			
J & J – Center Stage – Broadloom – 26 oz.	Sq Yard		
J & J – Emotion – Broadloom – 30 oz.	Sq Yard		
J & J – Intuition – Broadloom –28 oz.	Sq Yard		
J & J – Reaction – Broadloom – 28 oz.	Sq Yard		
J & J – Reaction – Modular – 22 oz.	Sq Yard		
J & J – Sneak Preview – Broadloom – 26 oz.	Sq Yard		
J & J COORDINATES COLLECTION (24"sq)			
J & J – Coalesce – Modular – 18 oz.	Sq Yard		
J & J – Collaborate – Modular –19 oz.	Sq Yard		
J & J COORDINATES COLLECTION			
J & J – Fuse – Broadloom – 20 oz.	Sq Yard		
J & J – Merge – Broadloom – 20 oz.	Sq Yard		
J & J – Mix – Broadloom – 20 oz.	Sq Yard		
J & J – CORPORATE VALUES COLLECTION			
J & J – Assurance II - Broadloom – 26 oz.	Sq Yard		
J & J – Integrity – Broadloom – 24 oz.	Sq Yard		
J & J – Loyalty – Broadloom – 24 oz.	Sq Yard		
J & J – Satisfaction – Broadloom – 26 oz.	Sq Yard		
J & J – Service – Broadloom – 24 oz.	Sq Yard		

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DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
J & J – Alias – Broadloom – 26 oz.	Sq Yard		
J & J – Connect II – Broadloom – 28 oz.	Sq Yard		
J & J - Impulse – Broadloom – 22 oz.	Sq Yard		
J & J – Impulse – Modular – 22 oz.	Sq Yard		
J & J – Link – Broadloom – 26 oz.	Sq Yard		
LEES			
LEES CLASS ACT COLLECTION			
Lees – Above Average – Modular – 17 oz	Sq Yard		
Lees – By the Book – Broadloom – 18 oz	Sq Yard		
Lees – By the Book – Modular – 17 oz	Sq Yard		
Lees – Get Around – Broadloom – 17 oz	Sq Yard		
Lees – High Marks – Broadloom – 20 oz	Sq Yard		
Lees – High Marks – Modular – 20 oz	Sq Yard		
Lees – Take Note – Broadloom – 18 oz	Sq Yard		
Lees – Take Note – Modular – 17 oz	Sq Yard		
LEES NOW & ZEN COLLECTION (all 22 oz)			
Lees – Centered – Broadloom	Sq Yard		
Lees – Centered – Modular	Sq Yard		
Lees – Realization – Broadloom	Sq Yard		
Lees – Realization – Modular	Sq Yard		
Lees – Wisdom – Broadloom	Sq Yard		
Lees – Wisdom – Modular	Sq Yard		
LEE TUFF STUFF COLLECTION (walk off mat)			
Lee - FirstStep - Modular - 38 oz.	Sq Yard		
Lee - Step In Style - Modular - 32 oz.	Sq Yard		
Lee - Step Up - Modular - 38 oz.	Sq Yard		
Lees – Brera – Broadloom – 30 oz	Sq Yard		
Lees – Color Path – Broadloom – 22 oz	Sq Yard		
Lees – Faculty IV- Broadloom – 26 oz	Sq Yard		
Lees – Faculty IV – Modular – 26 oz	Sq Yard		
MANNINGTON			
MANNINGTON CAVERA COLLECTION			
Mannington – Carthage Brights – Broadloom – 26 oz	Sq Yard		
Mannington – Carmel – Modular – 24 oz	Sq Yard		
Mannington – Capstone – Modular – 20 oz	Sq Yard		
MANNINGTON CLASSICS COLLECTION:			

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AND CERAMIC TILE INCLUDING ALL MATERIALS, PREPARATION AND INSTALLATION			
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DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
Mannington – Arnold – Broadloom – 23 oz.	Sq Yard		
Mannington – Kipling – Broadloom – 23 oz.	Sq Yard		
Mannington – Yeats – Broadloom – 24 oz.	Sq Yard		
MANNINGTON COMMITTEE COLLECTION (all 20 oz)			
Mannington – Means II – Broadloom	Sq Yard		
Mannington – Means II – Modular	Sq Yard		
Mannington – Ways II – Broadloom	Sq Yard		
Mannington – Ways II – Modular	Sq Yard		
Mannington – Trustee – Broadloom	Sq Yard		
Mannington – Trustee – Modular	Sq Yard		
MANNINGTON LIAISON COLLECTION (walk-off mat)			
Mannington - Recoarse II - Modular - 38 oz.	Sq Yard		
Mannington - Take Back - Modular - 32 oz.	Sq Yard		
Mannington - Traverse - Modular - 38 oz.	Sq Yard		
MANNINGTON MILAMO COLLECTION (all 21 oz.)			
Mannington – Kami – Broadloom	Sq Yard		
Mannington – Kami – Modular	Sq Yard		
Mannington – Costilla – Broadloom	Sq Yard		
Mannington – Costilla – Modular	Sq Yard		
MANNINGTON TX: STYLE COLLECTION			
Mannington – Bark – Broadloom – 27 oz.	Sq Yard		
Mannington – Bark – Modular – 27 oz.	Sq Yard		
Mannington – Canopy – Broadloom – 26 oz.	Sq Yard		
Mannington – Canopy – Modular – 26 oz.	Sq Yard		
Mannington – Squareberry – Broadloom – 27 oz.	Sq Yard		
Mannington – Squareberry – Modular – 27 oz.	Sq Yard		
Mannington – Belvedere IV – Broadloom – 32 oz.	Sq Yard		
Mannington – Belvedere IV – Modular – 32 oz.	Sq Yard		
Mannington – Carthage IV – Broadloom – 26 oz.	Sq Yard		
Mannington – Carthage IV – Modular – 26 oz.	Sq Yard		
Mannington – Everywhere III – Broadloom – 22 oz.	Sq Yard		
Mannington – Everywhere III – Modular – 22 oz.	Sq Yard		
Mannington – Everywhere Plus – Broadloom – 22 oz.	Sq Yard		
Mannington – Everywhere Plus – Modular – 22 oz.	Sq Yard		
Mannington – R&D – Broadloom – 20 oz.	Sq Yard		
Mannington – R&D – Modular – 20 oz.	Sq Yard		
Mannington – Serikos – Broadloom – 20 oz.	Sq Yard		
Mannington – Serikos – Modular – 20 oz.	Sq Yard		
PATCRAFT - DESIGNWEAVE			
PATCRAFT METROPOLITAN COLLECTION			
Patcraft – Dash – Broadloom – 36 oz.	Sq Yard		

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DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
Patcraft – Drive – Broadloom – 30 oz	Sq Yard		
Patcraft – Energy – Broadloom – 36 oz	Sq Yard		
PATCRAFT OVERTONES COLLECTION			
Patcraft – Arrange – Broadloom – 24oz	Sq Yard		
Patcraft – Compose – Broadloom –24 oz	Sq Yard		
Patcraft – Conduct – Broadloom – 24 oz	Sq Yard		
Patcraft – Resonate – Broadloom –28 oz	Sq Yard		
PATCRAFT OVERTONES COLLECTION (all 22 oz.)			
Patcraft – Timbre – Modular	Sq Yard		
Patcraft – Octave – Modular	Sq Yard		
Patcraft – Pitch – Modular	Sq Yard		
PATCRAFT SHEER DECADENCE COLLECTION (all 30 oz)			
Patcraft – Cashmere – Modular	Sq Yard		
Patcraft – Mohair – Modular	Sq Yard		
Patcraft – Plush Linen – Modular	Sq Yard		
Patcraft – Best Foot Forward – Broadloom – 26 oz	Sq Yard		
Patcraft – Big Splash – Broadloom –26 oz	Sq Yard		
Patcraft – Big Splash – Modular –26 oz	Sq Yard		
Patcraft – Color Choice – Broadloom – 30 oz	Sq Yard		
Patcraft – Color Choice – Modular – 30 oz	Sq Yard		
Patcraft – Color Your World – Broadloom – 28 oz	Sq Yard		
Patcraft – Color Your World – Modular – 22 oz	Sq Yard		
Patcraft – Encore Group - Windswept – Broadloom – 30 oz	Sq Yard		
Patcraft – Don’t Run - 35 oz.			
Patcraft - Walk Right In - 50 oz.			
Patcraft – Night Moves – Broadloom – 26oz	Sq Yard		
Patcraft – Opportunity Knocks – Broadloom – 24oz	Sq Yard		
Patcraft – Socrates II – Broadloom – 26 oz.	Sq Yard		
Patcraft – Socrates II –Modular - 26 oz.	Sq Yard		
Patcraft – Strut Your Stuff – Broadloom – 26 oz	Sq Yard		
Patcraft – To the Point – Broadloom – 24 oz	Sq Yard		
Patcraft – Work It – Broadloom –26 oz	Sq Yard		
SHAW			
SHAW IN-STOCK COLLECTION (all 18 oz)			
Shaw – Signed – Broadloom	Sq Yard		
Shaw – Sealed – Broadloom	Sq Yard		
Shaw – Delivered – Broadloom	Sq Yard		

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DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
SHAW NO RULES COLLECTION			
Shaw – Byline – Modular – 17 oz	Sq Yard		
Shaw – Diffuse – Modular 16 oz	Sq Yard		
Shaw – Disperse – Modular – 16 oz	Sq Yard		
Shaw – Linage – Modular – 17 oz	Sq Yard		
Shaw – Link – Modular – 17 oz	Sq Yard		
SHAW OAK PARK COLLECTION			
Shaw – Framework – Broadloom – 28 oz	Sq Yard		
Shaw – Heirloom – Broadloom – 28 oz	Sq Yard		
Shaw – Ironwork – Broadloom – 32 oz	Sq Yard		
SHAW TURN KEY COLLECTION			
Shaw – Blog – Broadloom – 24 oz	Sq Yard		
Shaw – Culture – Broadloom – 28 oz	Sq Yard		
Shaw – Digital – Broadloom –26 oz	Sq Yard		
Shaw – Evolution – Broadloom – 26 oz	Sq Yard		
Shaw – Fossil – Broadloom – 24 oz	Sq Yard		
Shaw – Innovation – Broadloom – 26 oz	Sq Yard		
Shaw – Space – Broadloom – 26 oz	Sq Yard		
Shaw – Terra – Broadloom – 24 oz	Sq Yard		
Shaw – Text – Broadloom – 26 oz	Sq Yard		
SHAW WIRELESS COLLECTION			
Shaw – Mainframe – Broadloom – 26 oz	Sq Yard		
Shaw – Navigate – Broadloom – 26 oz	Sq Yard		
SHAW WORK LIFE COLLECTION (all 17 oz)			
Shaw – Balance – Modular	Sq Yard		
Shaw – Connect – Modular	Sq Yard		
Shaw – Emotion – Modular	Sq Yard		
Shaw – Simplicity – Modular	Sq Yard		
Shaw – Design Series V – Broadloom –30 oz	Sq Yard		
Shaw – Field Trip – Broadloom – 28oz	Sq Yard		
Shaw – Gradient – Broadloom – 30 oz	Sq Yard		
Shaw – Gradient – Modular – 20 oz	Sq Yard		
Shaw – Momentum IV – Broadloom – 28 oz	Sq Yard		
Shaw – Momentum IV – Modular – 20 oz	Sq Yard		
Shaw – Tru Colours – Modular – 30 oz	Sq Yard		
Modify the above carpet pricing for broadloom installation.			

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AND CERAMIC TILE INCLUDING ALL MATERIALS, PREPARATION AND INSTALLATION			
SEALED BID #11-5595			
DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
with NEW PAD and tackstrip:			
Add	Sq Yard		
Modify the above pricing for broadloom installation			
with EXISTING PAD and tackstrip:			
Add	Sq Yard		
CERAMIC TILE & STONE (style names in bold)			
Daltile - Colorbody Porcelain – Aspen Lodge , 6”sq	Sq Foot		
Daltile - Colorbody Porcelain – Aspen Lodge , 12”sq	Sq Foot		
Daltile – Colorbody Porcelain - Continental Slate – 4”x 12”	Sq Foot		
Daltile – Colorbody Porcelain - Continental Slate , 6” sq	Sq Foot		
Daltile – Colorbody Porcelain – Continental Slate , 12” sq	Sq Foot		
Daltile – Colorbody Porcelain - Porcealto Solids and Grani , 4” sq, Price Group 2 (not special order colors)	Sq Foot		
Daltile – Colorbody Porcelain - Porcealto Solids and Grani ,12” sq, Price Group 2 (not special order colors)	Sq Foot		
Daltile – Colorbody Porcelain - Porcealto Solids and Grani , 4” sq, Price Group 3 (not special order colors)	Sq Foot		
Daltile – Colorbody Porcelain - Porcealto Solids and Grani ,12” sq, Price Group 3 (not special order colors)	Sq Foot		
Daltile – Colorbody Porcelain, Porcealto Graniti , 8” sq, Price Group 1, all finishes	Sq Foot		
Daltile – Colorbody Porcelain, Porcealto Graniti , 12” sq, Price Group 1, all finishes	Sq Foot		
Daltile- Colorbody Porcelain- Veranda Solids , 6 1/2” sq,	Sq Foot		
Daltile – Colorbody Porcelain, Veranda Solids , 13” sq	Sq Foot		
Daltile – Colorbody Porcelain - Veranda Solids , 6 1/2” x 20”	Sq Foot		
Daltile – Colorbody Porcelain Unglazed, Keystone Groups 1& 2 ; 2”sq	Sq Foot		
Daltile – Colorbody Porcelain Unglazed, Keystone Groups 3, 4 & 5 ; 2”sq	Sq Foot		
Daltile – Colorbody Porcelain Unglazed, Keystone Elements , 1”x1” mosaic mounted on 12x24 sheet			
Daltile – Mosaic Glazed Porcelain, Permatones , 2” sq.	Sq Foot		
Daltile – Mosaic Glazed Porcelain, Permabrites , 2” sq.	Sq Foot		
Daltile – Glazed Porcelain, Colour Scheme , 6” sq	Sq Foot		
Daltile – Glazed Porcelain, Colour Scheme , 12” sq	Sq Foot		
Daltile – Glazed Porcelain, Colour Scheme , 6” x 12”	Sq Foot		
Daltile – Mosaic Tile, Goldrush , 2” sq	Sq Foot		
Daltile – Mosaic Tile, Goldrush , 12” sq	Sq Foot		
Datile - Wall Tile, Semi-Gloss/Matte Group 1 , 6”sq	Sq Foot		
Datile - Wall Tile, Semi-Gloss/Matte Group 1 , 4 1/4” tile	Sq Foot		
Datile - Wall Tile, Semi-Gloss/Matte Group 2,3,4 & 5 , 6”sq tile	Sq Foot		
Datile - Wall Tile, Semi-Gloss/Matte Group 2,3,4,& 5 - 4 1/4”sq	Sq Foot		
Daltile – Wall Tile, Rittenhouse Square , 3” x 6” tile	Sq Foot		
Daltile – Quarry Floor Tile, Quarry Textures , 6” sq	Sq Foot		
Daltile – Quarry Floor Tile, Quarry Textures , 8” sq	Sq Foot		
Daltile – Quarry Tile, Suretread & Pavers , 6” sq	Sq Foot		

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Daltile – Mosaic, Slate Radiance , 5/8" x random, (mesh mtd)	Sq Foot		
Daltile – Mosaic, Slate Radiance , 1"x1" Mosaic, (mesh mtd)	Sq Foot		
Daltile – Mosaic, Slate Radiance , 1" x random, (mesh mtd)	Sq Foot		
Daltile – Mosaic, Stone Radiance , 5/8" x 5/8" mosaic (mesh mtd)	Sq Foot		
Levantina - TECHLAM, Vulcano Collection (30 x 50 cm)	Sq Foot		
Vinyl Composition Tile:			
All 12”sq. unless otherwise noted			
Armstrong - Standard Excelon - Imperial Texture	Sq Ft		
Armstrong - Standard Excelon - Multicolor	Sq Ft		
Armstrong - Premium Excelon - Stone Tex	Sq Ft		
Armstrong - Premium Excelon - Companion Sq	Sq Ft		
Armstrong - Premium Excelon - Feature Tile	Sq Ft		
Armstrong - Premium Excelon - SDT	Sq Ft		
Armstrong - Premium Excelon - Safety Zone	Sq Ft		
Armstrong - Premium Excelon - Arteffects	Sq Ft		
Azrock - Standard Patterns			
Azrock -Color Works Achieve Collection -	Sq Ft		
Azrock - Vinyl Enhanced Tile - Look Smart	Sq Ft		
Mannington-Assurance Squared - 18 x 18	Sq Ft		
Mannington-Brushwork	Sq Ft		
Mannington-Progressions	Sq Ft		
Mannington-Inspirations	Sq Ft		
Mannington-Essentials	Sq Ft		
Mannington-Design Essentials	Sq Ft		
Mannington-Colorpoint	Sq Ft		
Mannington-Solidpoint	Sq Ft		
Mannington-Safewalks	Sq Ft		
Sheet Flooring:			
Mannington-Assurance II Sheet Flooring - 6 ft wide	Sq Ft		
Mannington- Realities, Heterogeneous Sheet Flooring - 12 ft wide	Sq Ft		
Vinyl Plank Flooring:			
Mohawk - Ultimate Step - 36" x 6" planks; Oak, Beech, Maple, Cherry, Elm, Walnut	Sq Ft		
Mohawk - Ultimate Step - 36" x 6" planks; Birds eye maple, Bamboo, Exotic	Sq Ft		
Mannington, Natures Path, 4" x 36" planks,	Sq Ft		

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DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
Rubber Flooring:			
NORA - Noraplan Tile - Degree - 24" sq.	Sq Ft		
NORA - Noraplan Tile - Eco - 24" sq.	Sq Ft		
NORA - Noraplan Roll, Environcare 2.0mm	Sq Ft		
NORA - Noraplan Tile, Environcare - 24" sq - 2.0mm	Sq Ft		
NORA - Noraplan Tile - Logic - 24" sq. - 2.0 mm	Sq Ft		
NORA - Noraplan Roll - Logic - 2.0 mm	Sq Ft		
NORA - Noraplan Tile - Mega - 2.0 mm - 24" sq	Sq Ft		
NORA - Noraplan Tile - Uni - 24" sq, 2.0 mm	Sq Ft		
NORA - Norament Tile - Grano - 24.6" sq. - 3.5mm	Sq Ft		
NORA - Norament Tile - Hammered - 2.7mm,	Sq Ft		
NORA - Norament Tile - Luxor - 3.5mm	Sq Ft		
NORA - Norament Tile - Round - 3.2 mm,	Sq Ft		
NORA - Norament Tile - Serra - 3.5mm	Sq Ft		
NORA - Norament Tile, Strada - 3.5 mm	Sq Ft		
Mannington - Thermoset Rubber Tile - Colorscape - - 18 1/8" sq	Sq Ft		
Mannington - Thermoset Rubber Tile - Colorspec - - 18 1/8" sq	Sq Ft		
Rubber Stair Treads:			
NORA - Norament Stairtreads- Round	Sq Ft		
NORA - Norament Stairtreads -Hammered	Sq Ft		
NORA - Norament Stairtreads -Grano	Sq Ft		
NORA - Norament Stairtreads - 920	Sq Ft		
NORA - One piece nosing - tread riser T 5044 A/C	Ln Ft		
NORA - One piece nosing, tread-riser T 5044 E/F	Ln Ft		
NORA - One piece nosing, tread-riser - T 5049 A/C	Ln Ft		
NORA - One piece nosing, tread-riser - T 5049 E/F	Ln Ft		
Wall Base			
Johnsonite - COVE WALL BASE, Thermoplastic Rubber 1/8" , height 4"	Ln Ft		
Johnsonite - COVE WALL BASE -Thermoplastic Rubber 1/8", height 6"	Ln Ft		
Johnsonite -Cove Wall Base - Vinyl - 4"	Ln Ft		
Johnsonite - Cove Wall Base - Vinyl - 6"	Ln Ft		
Mannington - Cove Wall Base - Premium Edge - thermoplastic rubber - 4"	Ln Ft		
Mannington - Cove Wall Base - Premium Edge - thermoplastic rubber - 6"	Ln Ft		
Mannington - Cove Wall Base - Mannington Edge - thermoplastic vinyl - 6"	Ln Ft		
Mannington - Cove Wall Base - Mannington Edge - thermoplastic vinyl - 4"	Ln Ft		
NORA - Wall base - 4" std colors	Ln ft		
REMOVAL & RECYCLING - as part of installation :			

BID FORM			
ANNUAL CONTRACT - CARPETING, VINYL COMPOSITION TILE, RUBBER FLOORING			
AND CERAMIC TILE INCLUDING ALL MATERIALS, PREPARATION AND INSTALLATION			
SEALED BID #11-5595			
DESCRIPTION	Unit of Measure	Flooring Cost Only	Total Cost Installed
Removal of existing glued down carpeting (removal price only)			
Add	Sq Ft		
Removal and recycling of existing glued down carpeting (certificate required)			
Add	Sq Ft		
Removal of existing carpet and pad (removal price only)			
	Sq Ft		
Removal and recycling of existing carpet and pad when installing new carpeting, VCT, or rubber flooring (certificate required)			
Add	Sq Ft		
Removal of existing VCT when installing new carpeting VCT, or rubber flooring (removal price only)			
Add	Sq Ft		
Removal and recycling of existing VCT when installing new carpeting, VCT, or rubber flooring (certificate required)			
Add	Sq Ft		
Removal of ceramic tile/stone			
Add	Sq Ft		
Removal and recycling of ceramic tile/stone (certificate required)			
Add	Sq Ft		