



## COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400 /FAX (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
[www.purchasing.cobbcountyga.gov](http://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 - (Required)**
  - ▶ *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: OCTOBER 27, 2011**

Sealed bids from qualified contractors will be receive before 12:00 NOON, October 27, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

**SEALED BID # 12-5602  
ANNUAL CONTRACT  
HAULING AND DISPOSAL SERVICE OF MUNICIPAL DEWATERED WASTEWATER  
SLUDGE, ASH, AND MISCELLANEOUS MATERIALS FOR  
COBB COUNTY WATER RECLAMATION FACILITIES  
COBB COUNTY WATER SYSTEM**

**PRE-BID/PROPOSAL MEETING: OCTOBER 12, 2011 @ 1:00 p.m.**  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008

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

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

Performance Bond in the amount of \$40,000.00 will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

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

No proposal may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents.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

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov).

Advertise:     SEPTEMBER 30, 2011  
                  OCTOBER 7, 14, 21, 2011



**BID SUBMITTAL FORM**

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

**BID/PROJECT NUMBER: 12-5602**  
**ANNUAL CONTRACT**

**HAULING AND DISPOSAL SERVICE OF MUNICIPAL DEWATERED WASTEWATER SLUDGE, ASH, AND MISCELLANEOUS MATERIALS FOR COBB COUNTY WATER RECLAMATION FACILITIES  
COBB COUNTY WATER SYSTEM**

**DELIVERY DEADLINE: OCTOBER 27, 2011 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: OCTOBER 27, 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 12-5602; 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: SEPTEMBER 30, 2011  
OCTOBER 7, 14, 21, 2011

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

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

---

**SEALED BID # 12-5602 DATE: October 27, 2011**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION: Annual Contract**  
**Hauling and Disposal Service of**  
**Municipal Dewatered Wastewater**  
**Sludge, Ash, and Misc. Materials for**  
**Cobb County Water Reclamation Facilities**

**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 12-5602  
ANNUAL CONTRACT**

**HAULING AND DISPOSAL SERVICE OF MUNICIPAL DEWATERED WASTEWATER  
SLUDGE, ASH, AND MISC. MATERIALS FOR  
COBB COUNTY WATER RECLAMATION FACILITIES**

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 # 12-5602**

**ANNUAL CONTRACT**

**HAULING AND DISPOSAL SERVICE OF MUNICIPAL DEWATERED WASTEWATER  
SLUDGE, ASH, AND MISCELLANEOUS. MATERIALS FOR  
COBB COUNTY WATER RECLAMATION FACILITIES  
COBB COUNTY WATER SYSTEM**

**PRE-PROPOSAL CONFERENCE: OCTOBER 12, 2011 @ 1:00 P.M. (E.S.T.)**

**COBB COUNTY PURCHASING DEPARTMENT**

**1772 COUNTY SERVICES PARKWAY**

**MARIETTA, GEORGIA 30008**

**BID OPENING DATE: OCTOBER 27, 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: 96873**

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.**

# **ANNUAL CONTRACT**

## **HAULING and DISPOSAL SERVICES FOR COBB COUNTY WATER RECLAMATION FACILITIES**

**MUNICIPAL DEWATERED WASTEWATER SLUDGE, ASH, AND  
MISCELLANEOUS MATERIALS**



### **COBB COUNTY WATER SYSTEM**

**SEALED BID #12-5602**

**Noonday Creek W.R.F  
415 Shallowford Road  
Kennesaw, GA 30144**

**Northwest Cobb W.R.F  
3740 Hwy 293  
Kennesaw, GA 30144**

**OWNER:**

**COBB COUNTY BOARD OF COMMISSIONERS  
COBB COUNTY, GEORGIA**

**Invitation To Bid**  
**Hauling and Disposal Services of Municipal Wastewater Sludge, Ash,**  
**and Miscellaneous Materials for Cobb County Water Reclamation Facilities**  
**Cobb County Water System**  
**Sealed Bid #12-5602**

**TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>PAGE</u>
SCOPE OF SERVICES	PAGE 3
GENERAL INSTRUCTIONS FOR BIDDERS	PAGE 17
SAMPLE AGREEMENT	PAGE 36
CONTRACTOR QUALIFICATION STATEMENT	PAGE 38
BID FORM	PAGE 41
PERFORMANCE BOND	PAGE 42



**Invitation To Bid**  
**Hauling and Disposal Services of Municipal Wastewater Sludge, Ash,**  
**and Miscellaneous Materials for Cobb County Water Reclamation Facilities**  
**Cobb County Water System**  
**Sealed Bid #12-5602**

**Scope of Services**

**1. General:**

The Cobb County Water System is requesting a single cost per Wet Ton for the combined Hauling and Disposal of Municipal Wastewater Sludge, Ash, and Miscellaneous Materials for the Cobb County Water System's Noonday Creek and Northwest Cobb Water Reclamation Facilities. Disposal service shall be at a site approved by regulatory agencies having jurisdiction. This contract will be awarded to a single contractor for the entire scope of Work. All breakdowns on the bid forms are required. The successful bidder is required to produce:

- a. A simple cost per wet ton of sludge hauled and disposed of for following two facilities: the Noonday Creek W.R.F. and the Northwest W.R.F. Each facility requires the entry of a separate cost per ton, although each may be the same.
- b. Signed Agreement
- c. Performance bond
- d. Insurance certificates
- e. Minimum three year work history of successful work of similar nature with references.

**Bids are due at the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 before 12:00 Noon on October 27, 2011. Late bids will not be accepted.**

**A pre-bid meeting will be held at the offices of the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia on October 12, 2011 at 1:00 p.m. Vendors are encouraged to attend.**

Questions concerning this bid must be submitted in writing to:  
Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**The deadline for question submittal is Tuesday, October 18, 2011 at 5:00 p.m.**

## **2. Term and Renewal Periods:**

The initial term of this full service contract shall commence on date of award for a period of twenty-four (24) full months. This Contract may be renewed at the sole discretion and option of the Owner at the stated renewal prices in Contractor's Bid Proposal for up to two (2) additional one (1) year (12 month) periods. At the expiration of the initial two one-year terms, a price increase may be requested for consideration based on the *Consumer Price Index: Table 3: Consumer Price Index for All Urban Consumers (CPI-U): Selected areas; South urban; Size A - More than 1,500,000* for each of the additional one (1) year (12 month) extension options.

Pursuant to O.C.G.A. Section 36-60-13, this contract shall terminate absolutely and without further obligation on the part of Cobb County, Georgia, at the close of the initial term and at the close of each succeeding year for which it may be renewed.

The maximum total obligation of Cobb County, Georgia, for the initial term of the full service monthly contract shall be limited to the Contractor's bid price which includes twelve months service from date of award. The maximum total obligation of Cobb County, Georgia, which will be incurred in each year of the renewal terms, if renewed, shall be limited to the Contractor's original bid price.

This contract shall be deemed to obligate Cobb County, Georgia, only for those sums payable during the original term of execution or, in the event of a renewal by Cobb County, Georgia, for those sums payable in the individual year period renewal term. It shall not be deemed to create a debt of Cobb County, Georgia, for the payment of any sum beyond the original term of execution or, in the event of a renewal, beyond the year of such renewal.

All contracts resulting from this Bid shall in all circumstances be governed and controlled by the provisions contained in the Official Code of Georgia, Section 36-60-13, which is incorporated by reference, in that, among other provisions, even though the term will be for two (2) years, the contracts shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which they are executed and at the close of each calendar year for which they may be renewed, provided, however, contracts shall automatically renew for up to two (2) years unless Owner provides to Contractor written notice at least 30 days prior to the end of the initial year of the Contract or any subsequent year for which it may be renewed.

## **3. Bonds:**

Performance Bond in the amount of \$40,000.00 will be required. Bonds must be written by a surety company licensed to do business in the state of Georgia, and have a "Best's rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bond limits equal to or in excess of those required for this project or otherwise be acceptable to the Owner.

Attorneys-in-fact who sign bonds shall file with the bond a certified copy of their power-of-attorney to sign such bond. This Certificate shall include date of bond and shall be written by a surety company acceptable to the Owner and licensed to do business in the State of Georgia.

- a. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond (AIA Document, latest edition).

#### **4. Examination of Work site:**

It is the understanding of the Owner that the Contractor has visited the site, and has fully informed himself as to the conditions existing and limitations under which the Work is to be performed. The Contractor has included 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 award of this contract will be considered as conclusive evidence that the bidder has made such examination. Arrangements for examination of the Work site may be made through the Facility Manager identified in the Source Facilities, section 25.

#### **5. Execution of the Agreement:**

The signature page of the bidder's proposal also acts as the signature page for the Contract. The bidder to whom the Contract is awarded shall, within ten days after written notice of award, provide to the Owner those Certificates of Insurance and Performance Bonds as are required by the Contract Documents. The Owner shall approve bonds and Certificates of Insurance before the successful bidder may proceed with the Work. Successful Bidder will be issued a formal "Letter of Acceptance" to formalize the date of commencement and establish the contract completion date.

#### **6. Work:**

The Owner seeks a Contractor who will provide disposal services AND hauling/transportation functions on an as needed basis subject to the following conditions:

- a. The Work shall be performed by Contractor or its sub-contractor in a good workmanlike manner strictly in accordance with the Contract Documents, consisting of the bid documents (including, but not limited to general, special and supplemental conditions), addenda, bid proposal form and all subsequently and duly issued modifications thereto.
- b. All Work shall conform (meet or exceed) to applicable federal, state and local laws, codes and ordinances as well as all other applicable code requirements including the Americans with Disabilities Act. The Owner shall have the right, to inspect the Work of the Contractor, or subcontractor, to determine compliance with the Contract Documents in conjunction with payments. This inspection is not intended to provide intelligence to the Contractor and in no way will this inspection relieve Contractor of any responsibility of the current status of the Work.
- c. Service Requirements:
  - i. Contractor shall be required to perform herein-specified services on the date identified by Cobb County Purchasing Department as the start date for services.
  - ii. Contractor shall accept transport and dispose of municipal wastewater sludge, ash, and miscellaneous materials produced by Owner.

- iii. Contractor shall provide detailed plans for a secondary disposal location should the primary location become unavailable or unable to accept municipal wastewater sludge material. Plan must be submitted with bid package.
- iv. Contractor shall supply Cobb County with a detailed list of contact personnel authorized to make immediate decisions should the need arise twenty-four hours per day, seven days per week.

d. Hauling / Transport Requirements:

The Owner seeks a Contractor who will provide, whether by Contractor's Employees or by Subcontractor(s), transportation services for hauling dewatered municipal wastewater sludge and miscellaneous materials to locations designated by Owner as described herein on an as needed basis subject to the following conditions:

- i. Contractor shall provide tractors, trailers, drivers, and all other equipment and personnel necessary to meet the hauling requirements of the Owner on a daily basis.
- ii. Contractor's responsibilities shall include furnishing and maintaining all equipment, vehicle operations, and support personnel required to support its operations and to furnish all vehicles and support equipment with fuel.
- iii. Contractor shall furnish a sufficient number of large capacity watertight trailers that are properly equipped and fitted to prevent spillage or drainage of material while in transit. Owner's personnel will load the dewatered sludge, ash, and miscellaneous materials into the Contractor's trailers.
- iv. Contractor shall furnish an adequate number of trailers to allow Water Reclamation Facility operations to continue offloading while trailers are in transit to disposal.
- v. Contractor shall execute and maintain a hauling schedule necessary to haul all loaded trailers from Water Reclamation Facility into the disposal facility during the operating hours of the disposal facility as designated by the Water Reclamation Facilities superintendent.
- vi. Contractor shall provide all necessary equipment and drivers to remove loaded trailers from Water Reclamation Facility site and transport to the approved disposal facility to prosecute and complete the Work as identified and described herein.
- vii. Contractor's vehicles and equipment shall be cleaned as often as necessary to prevent the deposit of material on roadways. This shall include all external surfaces such as the trailer body, tarps, wheels, and undercarriage
- viii. At no time shall loaded trailers be left on site during the weekend. Trailers shall be returned to the Owners facility empty. If necessary, Contractor shall utilize a releasing agent applied to the trailers at no additional expense to the Owner.
- ix. Contractor shall have an Emergency Response Plan in place and provide Owner with a copy of Contractors' Emergency Response Plan. The Contractors' Emergency Response Plan shall utilize an Emergency Response Contractor responsible for the immediate remediation of any spill that may occur as a result of the handling of material by the Contractor detailed in the

agreement under “Work”. In the event of a spill, immediately after remediation, the Emergency Response Contractor shall submit to the Owner a copy of a narrative of the cleanup with details of any remaining actions or contamination.

- x. Any spillage that occurs after hauling units are filled and while being transported by Contractor shall be the responsibility of the Contractor. Contractor shall immediately and completely remove spilled material and sanitize location. Any spillage that occurs shall immediately be reported to the Owner. The Owner reserves the right to inspect and reject all modes of transportation proposed by the Contractor for maneuvering equipment on site and for transporting material to disposal site.
- xi. If requested by Owner, Contractor shall supply a tractor (Hereinafter referred to as “Yard Dog”) to move trailers. The Yard Dog must be supplied with automatic transmissions and must have automatic fifth wheel boom lifts that can raise the trailer, without requiring the adjustment of the landing gear of the trailer except for safety reasons.
- xii. Contractor shall be solely responsible for all maintenance and repairs of their equipment. Should damage to Contractor’s equipment become evident, Contractor must notify facilities superintendent or supervisor within 24 hours of claim. A claim for damages from Contractor to Owner must be submitted in writing.
- xiii. Contractor shall provide training to Owner’s personnel on how to operate Contractor supplied equipment as equipment is received at facilities and as requested by Owner’s representatives.
- xiv. Contractor shall supply facility with a means of communication between the Owner’s facility and Contractor (2 way radio or cell phone). Contractor will be solely responsible for repairs and maintenance of this item. Should any neglect of this item become evident, immediately notify plant superintendent or supervisor.

e. Disposal Requirements:

The Contractor shall provide disposal services of municipal wastewater sludge, ash, and miscellaneous materials at a Georgia Department of Natural Resources, Environmental Protection Division (Hereinafter referred to as “GA-EPD”) approved disposal facility and or site. The facility and or site shall be specifically approved to accept the waste as defined in the Agreement under “Work”.

i. Landfill Disposal:

In the event that Landfill Disposal is proposed, the following conditions will apply:

- a. Should the primary disposal site become unavailable for any reason, the Contractor must provide a pre-approved alternate disposal site that meets all regulatory requirements that pertain to the primary disposal site.
- b. Re-routing of the loads affected shall be implemented immediately with appropriate changes to the approved manifests.
- c. All costs and activities required obtaining the necessary permits for these uses and for any re-routing shall be the responsibility of the Contractor.

- d. Contractor must provide a capacity affidavit affirming the capacity of the disposal facility to accommodate the volume of materials to be generated by this contract for the duration of this contract.

ii. Land Application , Composting, or Other Alternatives to landfilling.

In the event that the Contractor proposes Land Application, Composting or Other Alternatives to land filling of the material:

- a. Should the primary disposal option become unavailable for any reason, the Contractor must provide a pre-approved alternate disposal option that meets all requirements that pertain to the primary disposal site or to a GA-EPD approved disposal facility as described in the Agreement under “Work”.
- b. Re-routing of the loads affected shall be implemented immediately with appropriate changes to the approved manifests.
- c. All costs and activities required obtaining the necessary permits for these uses and for any re-routing shall be the responsibility of the Contractor.
- d. If the alternate disposal site is a landfill, the Contractor must provide a capacity affidavit affirming the capacity of the disposal facility to accommodate the volume of materials to be generated by this contract for the duration of this contract.

iii. Permits:

In the event that the Contractor is unable to obtain the necessary permits for the start of the Agreement, the bid will be rejected.

**7. 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, sub-contractors, 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. Contractor shall first apply all progress payments as trustee to satisfy all obligations Contractor has incurred due to the Work, 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.

Owner reserves the right to withhold, as an additional 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 to 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 any retainers and exclusive of back-charges, are insufficient to complete the Work;
- c. to reimburse Owner for back-charges 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.

#### **8. Surcharges:**

In consideration of the fluctuations in fuel prices, the OWNER will allow fuel surcharges during the term of the contract.

- a. The surcharge will be applied to the cost of transport fuel ONLY.
- b. The surcharge applied will be based on both increases and decreases in fuel market prices.
- c. OWNER will accept surcharge adjustments no more than once per quarter beginning with the second quarter of the contract.
- d. The quarterly surcharge will be calculated based on ROHDP – Lower Atlantic region as of the first Monday in the quarter designated and will be applied to the current base contract price per wet ton of dewatered sludge transported. The first quarter will begin on the first Monday of the month following award of the contract and no surcharge will be allowed for this first quarter. The second quarter will begin on the first Monday of the month approximately 90 days later and the appropriate surcharge will then be applied.
- e. No surcharge may be applied on top of another one creating a compounding of the surcharges.

## **9. Change Orders:**

Without notice to any surety and without invalidating this Contract, Owner may by written order ("Change Order") to Contractor, make changes in the Work under the Contract Documents. Contractor shall thereupon perform the changed Work in accordance with the terms of this Contract and the Change Order.

Upon request from Contractor to Owner, and in a timely manner, Contractor shall submit a written 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 overhead and profit percentage not to exceed 15% combined, attributable to the Change Order, and the time for performance of the Work may be adjusted according to the Contract Documents, subject, however, in such case to the following limitations: (a) where the Work affected by Change Order is the subject of unit prices in the Bid Proposal Form, the price adjustment shall be limited to the amounts obtained by applying such unit prices to the actual increase or decrease in the quality of units due to the change which will include all overhead and profit.

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 local, 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 in the 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. The Contractor shall not proceed with changed Work without a Change Order issued pursuant to this agreement and Owner shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without a written Change Order.

## **10. Notices:**

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



**11. 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 invalid. 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. 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 surety ship.

**12. 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 immediately correct any violations of such statutes, ordinances, rules, regulations, and orders committed by Contractor, its agents, servants, and employees. Contractor shall receive and respond to, and shall defend, indemnify and save harmless 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 there from. Contractor shall meet all requirements of the Americans with Disability Act.

**13. 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 in the paragraph regarding default of contractor. 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.

**14. Damage to Property:**

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.

## **15. 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 Work or any activity necessary to complete the Work
- 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 time frame in which to cure, have the right to exercise any one or more of the following remedies:

- a. require that Contractor utilize, at its own expense, overtime labor (including Saturday, Sunday or holiday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
- b. attempt to remedy the default by whatever means Owner may deem necessary to 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;
- c. after giving Contractor additional time (at any time following the expiration of the initial 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 cost (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
- d. call up upon the surety, if applicable, to perform in accordance with the performance bond.

- e. 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 coverage required hereunder), 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 un-disbursed balance due, if any. If the cost of the 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 un-disbursed balance due, 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 bind to Owner with respect to such remedies notwithstanding any provision of the bonds provided pursuant to paragraph herein. Except as limited by this Contract, Contractor shall have the rights and remedies available at law for a breach of this Contract by Owner. Any default shall be deemed waived unless Contractor shall have given Owner written notice hereof 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 because 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 this paragraph be determined to be invalid, improper or wrongful, such termination shall be deemed to have been a termination for convenience.

## **16. Early Termination:**

Should this Contract be terminated for 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 sub-contractors 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 thirty (30) days' 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.

#### **17. 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.

#### **18. Setoff:**

If Contractor is, or hereafter begins, performing any other work for Owner other than the Work under this Contract and the unpaid balance 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 to and agrees to allow Owner, in its sole discretion and judgment, to setoff any of Owner's claims against any funds due, or which may become due to 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.

#### **19. Miscellaneous:**

Cobb County Board of 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.

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

This 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 such party. No requirement of this Contract may be waived except in writing signed by a duly authorized officer of the waiving party.

The provisions of this Contract and the Contract documents are intended to supplement and complement each other. If, however, any provision of the Contract Documents, the provision imposing the greater duty on the Contractor shall govern.

Where the context requires, neuter terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and visa versa.

The Owner’s Water Reclamation Facilities are currently operating under regulations issued by the federal, state, and local regulatory agencies. The Contractor shall abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium, or denial of permission to operate the facility, which may be imposed or issued by any agency having jurisdiction.

A monthly report showing disposal site location and reflecting the total sludge volume that was disposed of shall be submitted to the Owner. The report shall be sent to the Owner, attention of the Manager of the Water Protection Division, by the 10<sup>th</sup> day of the following month.

**20. Personnel:**

Project Manager – The contractor shall designate a project manager who shall be responsible for all aspects of the execution of this contract herewith. The project manager shall be responsible for the competent performance of the work and assigned task. The project manager shall have full authority to act on behalf of contractor and be the liaison between the Owner and Contractor. The Owner will require the project manager to provide detailed reports as requested.

**21. Typical Hours of Operation:**

The Water Reclamation Facilities operate twenty-four hours per day, seven days per week. The requests for services shall be rendered regardless of time of day, day of the week or holidays.

**22. Sludge Production:**

Sludge production may vary from zero (0) to greater than 300 tons per day. Seasonal variations in solids production and occasional equipment failures will require Contractor to adjust hours of operation to accommodate hauling schedule based on facility demand.

Seasonal variations in solids production and occasional equipment failures will require Contractor to adjust hauling schedule based on facility demand.

All residual screenings, solid wastes and like materials are parts of the sludge quantities.

Sludge production details stated herein or from Owner is for the Contractors guidance only and no guarantee is expressed or implied as to the actual requirements of this Contract.

**Sludge and Ash Hauling Summary – Annual Sludge Volume Estimates**

		Jan.	Feb.	Mar	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Northwest WRF	Sludge Tons	1251	1388	1415	1458	1215	1497	1345	1233	1303	1428	1082	1414	16029
	No. of Loads	66	66	65	68	53	65	63	59	66	29	54	71	725
Noonday WRF	Sludge Tons	980	1101	1385	1211	1273	828	1087	1059	1137	920	1075	1069	13125
	No. of Loads	55	61	72	62	66	43	55	52	57	44	49	50	666

**23. Sludge Analysis:**

Sludge analysis shall be available to bidders for review prior to bid opening. The Owner shall provide sludge analysis to the Contractor as needed.

Although the Owner represents that the nature of the dewatered sludge shall be undigested, primary secondary sludge and an analysis of the sludge is available for review by bidders, the Owner cannot guarantee or give warranty to the chemical composition of the material. It is possible that the nutrient and chemical components of the sludge will have a higher or lower concentration than represented in the sludge analysis. The Owner does not warrant or represent that the sludge produced at any of its facilities can, or should be, utilized in any particular manner or for any particular purpose.

**24. Source Facilities:**

The contract serves the following two facilities:

Noonday Creek W. R. F. 415 Shallowford Road Kennesaw, GA 30144 Facility Manager – Stefan Hreniuc 770-591-3165	Northwest Cobb W. R. F. 3740 Highway 293, N.W. Kennesaw, GA 30144 Facility Manager – Bob Herbick 770-917-5194
---	---

# **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](http://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 October 18, 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](mailto: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](http://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 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, nor any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

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

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

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

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

## **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/eo-div/index.shtml>

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

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

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

**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).

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

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

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

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

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

BY: \_\_\_\_\_  
Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

***Effective 10-28-2010***

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

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

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

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

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

BY: \_\_\_\_\_  
Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Notary Public    Commission Expires: \_\_\_\_\_

*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:

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

I further certify to Cobb County, Georgia the following:

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

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

**Sworn to by:**

**Employer Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

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

Notary Public  
Commission Expires: \_\_\_\_\_

*Effective 10-28-2010*

**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](mailto: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

# “SAMPLE AGREEMENT”

**AGREEMENT**

---

**OWNER:** COBB COUNTY BOARD OF COMMISSIONERS  
COBB COUNTY, GEORGIA  
C/O WATER SYSTEM  
660 SOUTH COBB DRIVE  
MARIETTA, GEORGIA 30060-3113

**CONTRACTOR:**

**WORK:** HAULING & DISPOSAL SERVICES FOR COBB COUNTY WATER SYSTEM WATER RECLAMATION FACILITIES

The undersigned Parties understand and agree to comply with and be bound by the entire contents of the Project \_\_\_\_\_, and the Contractor’s Bid Proposal with:  
Attachment “A” letter dated \_\_\_\_\_,  
Attachment “B” letter dated \_\_\_\_\_,  
Attachment “C” letter dated \_\_\_\_\_.

**TERM:** \_\_\_\_\_  
WITH RENEWAL OPTIONS AT SAME PRICE PER PROJECT MANUAL

**PROJECT:** HAULING AND DISPOSAL OF MUNICIPAL DEWATERED WASTEWATER SLUDGE, ASH, AND MISCELLANEOUS MATERIALS

**PRICE:** AS DEFINED ON BID PROPOSAL FORM

**MONTHLY:** MONTHLY INVOICES TO BE RECEIVED AT THE COBB COUNTY WATER SYSTEM ON THE LAST DAY OF EACH MONTH.

**BILLING DATE:** BY THE 10<sup>TH</sup> DAY OF THE FOLLOWING MONTH

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor as of the date first above written.

Cobb County Board of Commissioners \_\_\_\_\_

Cobb County, Georgia \_\_\_\_\_

c/o Cobb County Water System \_\_\_\_\_

by: \_\_\_\_\_ by: \_\_\_\_\_

title: \_\_\_\_\_ title: \_\_\_\_\_

*Contractor's Federal Employer ID #* \_\_\_\_\_

*Business License #* \_\_\_\_\_

# 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 (minimum of three years)**

1. Name of project: \_\_\_\_\_

Address of project: \_\_\_\_\_

Dates of project: \_\_\_\_\_

Contact person with Owner: \_\_\_\_\_

Phone number: \_\_\_\_\_

2. Name of project: \_\_\_\_\_  
Address of project: \_\_\_\_\_  
Dates of project: \_\_\_\_\_  
Contact person with Owner: \_\_\_\_\_  
Phone number: \_\_\_\_\_

3. Name of project: \_\_\_\_\_  
Address of project: \_\_\_\_\_  
Dates of project: \_\_\_\_\_  
Contact person with Owner: \_\_\_\_\_  
Phone number: \_\_\_\_\_

**Bid Form**  
**Hauling and Disposal Services of Municipal Wastewater Sludge, Ash,**  
**and Miscellaneous Materials for Cobb County Water Reclamation Facilities**  
**Cobb County Water System**  
**Sealed Bid #12-5602**

**UNIT PRICING: Disposal Rate Per Ton:**

Source Location	Disposal Location	Material	Disposal \$/ Net Ton
Northwest WRF		Sludge	
Northwest WRF		Misc.	
Noonday WRF		Sludge	
Noonday WRF		Misc.	

**UNIT PRICING: Transportation Rate per Ton:**

For purposes of bidding, use OHDP, South Atlantic price of \$3.825 per gallon.

Source Location	Disposal Location	Distance (Miles One Way)	Avg. MPG	Transport \$/Ton
Northwest WRF			4.5	
Noonday WRF			4.5	

**Cost per Ton COMBINED DISPOSAL and HAULING**

Source Location	Combined \$/Ton (Disposal & Hauling)
Northwest WRF	
Noonday WRF	

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## PERFORMANCE BOND

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

WHEREAS, the **Contractor** has entered into a written contract dated \_\_\_\_\_ with  
**Owner** for \_\_\_\_\_  
In accordance with drawings and specifications prepared by \_\_\_\_\_  
\_\_\_\_\_ which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Contractor** shall promptly and  
faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and  
effect. The **Surety** hereby waives notice of any alteration or extension of time made by the **Owner**. Whenever  
**Contractor** shall be, and declared by **Owner** to be in default under the Contract, the owner having performed  
**Owner's** obligations there under, the Surety may promptly remedy the default, or shall promptly:

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

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final  
payment under the Contract falls due.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be  
deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, and 201\_\_\_\_\_.

\_\_\_\_\_(SEAL)  
Attest:

Principal (Bidder)



\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Surety

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC

(Bond must not be dated prior to date of Agreement)