



COBB COUNTY PURCHASING DEPARTMENT

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

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

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

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

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

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

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

PLEASE CHECK bid specifications and advertisement for document requirements.

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

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

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A (NOT 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: APRIL 26, 2012

Cobb County will receive Sealed Bids before 12:00 NOON, April 26, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 12-5665
NATURAL GAS SUPPLY
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

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

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

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents.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

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

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

Advertise: April 13, 20, 2012

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 12-5665 DATE: APRIL 26, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: NATURAL GAS SUPPLY

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 12-5665
NATURAL GAS SUPPLY**

COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

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 # 12-5665
NATURAL GAS SUPPLY
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

BID OPENING DATE: APRIL 26, 2012

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

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

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

N.I.G.P. COMMODITY CODE: 40513

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.

**INVITATION TO BID
NATURAL GAS SUPPLY
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
SEALED BID #12-5665**

Overview

1. **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply the Cobb County Board of Commissioners, Cobb County, Georgia (hereinafter referred to as “the County”) with Natural Gas Supply.
2. **Background:** The County seeks reliable natural gas supplies from the provider that can deliver the lowest evaluated costs and meet other bid requirements and County supply criteria. The selected supplier or suppliers are expected to contract to provide gas supplies to the County for a one year service period commencing June 1, 2012. The contract may be extended for up to two (2) additional one (1) year terms.

Bid Instructions

3. **Bid Process:** Responses to this Sealed Bid must be received in the Purchasing Department before 12:00 (noon) on April 26, 2012, **RESPONSES TO THIS SEALED BID DELIVERED AFTER 12:00 NOON EASTERN STANDARD TIME ON APRIL 26, 2012 WILL NOT BE ACCEPTED.**

County solicits questions on this Sealed Bid. **All questions must be addressed in writing only to the office shown below and received by the County no later than 5:00 p.m. on April 17, 2012.** A written response will be issued in the form of an addendum. Only written questions and written responses will be considered official.

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

The right is reserved, as the interest of the County may require, to revise the Sealed Bid prior to the date set for opening submittals. An addendum or addenda to this solicitation, if any, will announce such revisions and amendments. Should any addenda to this Sealed Bid be necessary, such addenda will be promptly sent to all potential plan holders on record with the Cobb County Purchasing Department and will also be posted on the Cobb County Purchasing website: purchasing.cobbcountyga.gov. If the revisions and amendments require substantial changes, the date set for opening submittals may be postponed by such number of days as in the opinion of the County will enable potential Respondents to revise their submittals. In such instances, the addenda will include an announcement of the new date for opening submittals.

Each bid shall be clearly marked, “**SEALED BID #12-5665 NATURAL GAS SUPPLY**” on the outside of the envelope (use enclosed label). All respondents are required to submit one (1) original and three (3) copies of their response to this Sealed Bid. No responses will be opened prior to the Due Date.

- 4. **Response Requirements:** Response shall be on the forms furnished with this request. They shall be submitted in sealed envelopes marked as instructed in this Invitation to Bid.

The minimum required response should include the following:

Attachment B – Qualitative Requirements: Must be completed and returned
 Attachment C – Pricing: Must be completed for each service bid
 NOTE: See Guidance in Item 4, Attachment B, regarding fixed bid pricing for a period beyond 12 Months.
 Attachment D – Sealed Bid Terms Must be signed and returned

- 5. **How to Submit Bids:** Responses to this Sealed Bid may be mailed, couriered, or hand delivered. FAX copies will NOT be accepted. Responses must be mailed with sufficient time to ensure receipt by the Purchasing Department on or before **12:00 Noon on April 26, 2012. Responses must be delivered to:**

Cobb County Purchasing Department
Natural Gas Supply
 1772 County Services Parkway
 Marietta, Georgia 30008-4012
 Phone: (770) 528-8400
 Fax: (770) 528-8414

6. **Sealed Bid Schedule**

Event	Date
Sealed Bid Available for Distribution.....	April 13, 2012
Deadline for Bidders Questions (by 5:00 pm)	April 17, 2012
Sealed Bid Due (no later than 12:00 Noon).....	April 26, 2012
Bid Opening (2:00 p.m.)	April 26, 2012
Completion of Supplier contract.....	May 11, 2012
Commencement of Service under Contract	June 1, 2012

General Terms and Conditions

- 7. **Confidentiality:** All responses received will remain sealed and unopened in the County’s possession until the Due Date. All bids become the property of the County upon submittal and will not be returned. Respondents should clearly identify each page

of information that they consider to be confidential or proprietary. Entire proposals may not be deemed proprietary. The County reserves the right to release all submittals, including such information, to agents, consultants, or contractors for purposes of bid evaluation. Such agents, consultants, or contractors will be contractually bound by the County disclosure standards.

8. **Cost of Submitting Bids:** The County will not reimburse Respondents for any costs incurred in the preparation or submission of responses and/or in negotiations for a natural gas supply agreement.
9. **Bids for All or Part:** Unless otherwise specified by the County or by the respondent, the County reserves the right to make award on all items, or on any of the items according to the best interest of the County.
10. **Tax Exemption:** Purchases by the County are not subject to State or Federal taxes, excepting state motor vehicle taxes as applied to the natural gas vehicle accounts. Tax Exemption Certificates will be furnished upon request.
11. **Right of Rejection:** The County reserves the right, in its sole discretion and without qualification: to select any submittal or submittals or parts thereof; to reject any/or all submittals or parts thereof; to waive any requirement in this Sealed Bid; and to pursue other natural gas supply options that may be available to it. Respondents whose bid, in the County's sole judgment, are likely to yield the greatest overall value to the County in terms of price, security, reliability, and other factors will be selected for contract negotiations. If in the County's sole judgment, negotiations are not progressing acceptably, the County reserves the right to terminate negotiations and may begin negotiations with other Respondents. This Sealed Bid is solely an invitation to submit bids; it is not an offer establishing any contractual rights.
12. **Firm Commitment:** The County shall not have been considered to make a commitment to purchase gas from any potential supplier either through the issuance of this Sealed Bid or by its negotiations with a potential supplier. The County reserves the right, in its sole discretion and at any time (including without limitation as the County deems necessary to comply with the actions of regulatory bodies of competent jurisdiction), to withdraw and/or modify this Sealed Bid, to reject any and all bids, and to discontinue negotiations with any and all potential suppliers. The County shall have no commitment to purchase gas unless and until the authorized representatives of the County and the supplier have executed an agreement and any conditions precedent set forth in that agreement have been satisfied. The County further reserves the right to purchase natural gas supplies from other appropriate sources.
13. **Miscellaneous Terms:** The contract will contain such other terms and conditions as the parties may negotiate and which are customarily contained in similar contracts in the natural gas industry or required to comply with laws of the State of Georgia. Such terms may include, but not be limited to, the following: definitions, billing and payment, applicable law, records, audit, warranty, claims, disputes, confidentiality of material,

taxes, notices, correspondence, order of interpretation, survival, assignment, equal employment opportunity and civil rights, non-waiver and complete agreement.

- 14. Final Contract:** A copy of the County's standard contract for natural gas supply ("Natural Gas Sale and Purchase Agreement") is included with this Sealed Bid as Attachment E. Bidder's should note that this contract has been used successfully by the County for all contracts since natural gas deregulation in Georgia, and it is anticipated the successful bidder or bidders will accept this agreement without change. **The bidder shall, on Attachment D, indicate his willingness to accept this contract without changes. Should bidder propose any changes, such changes must be included with bidder submittal.** Any final contract(s) that results from the bid process must be approved by the County. The tentative date for approval of contract(s) is included in the Sealed Bid schedule.
- 15. Conflict of Interest:** The proposer certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this contract; that no employee of the County, or any member thereof, or any public agency or official affected by this contract has any pecuniary interest in the contract; and that no person associated with the proposer or his subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the contract.

Should the bidder become aware of any circumstances that may cause a conflict of interest during the term of this contract, the bidder shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require the bidder to take action to remedy the conflict of interest or terminate the agreement without liability. The County shall have the right to recover any fees paid for services rendered by the bidder in which a conflict of interest existed and did not notify the County within one week of becoming aware of the existence of the conflict of interest.

Special Terms and Conditions

- 16. Quantity – See Attachment A:** The County has 106 separate accounts served currently with firm gas supply under the Atlanta Gas Light tariff G-11. Two accounts serve natural gas vehicle fueling stations, one account is for a waste sludge incinerator, and two are for the county detention facility (jail). The remaining accounts are generally used for production of space heating, domestic hot water, cooking, and laundry services. See Attachment A for more detail on these accounts, including discussion of seasonal accounts.

Facility equipment and load requirements are generally expected to remain consistent with historic requirements, with any significant adjustments resulting mainly from weather variations. Exceptions are those accounts recently established for new facilities, however any new facilities with current gas service are identified, and can be assumed to have demand and seasonal loads consistent with the bulk of the accounts listed. Additionally, bidders may note a decreased usage at the county's two CNG accounts in

the past year from prior year's usage. Bidders should assume purchase volumes on these two accounts will remain at the depressed levels experienced in the past year.

The County intends to make every effort to keep the selected marketer informed as to significant load changes based on facility or equipment additions, deletions, or modifications. The successful bidder must agree to supply 100% of the County requirements regardless of load changes. Actual usage may vary from historic volumes, and the County is under no obligation to purchase a minimum volume of gas unless such volume is specified in a written agreement between the parties.

17. **Qualitative Requirements – See Attachment B:** Minimum requirements for meeting the County needs are indicated in Attachment B. All questions must be completed.
18. **Pricing – See Attachment C:** Standard fixed and market-based pricing bids are requested in Attachment C. The County is always looking toward new and innovative approaches to meeting its requirements. Although not required, each supplier is encouraged to submit alternate bids for consideration that you believe might add value for the County.

Seasonal Disconnections: The County has historically turned off selected accounts during summer months (seasonal disconnections). It is anticipated that approx. 37 accounts will be inactive prior to the start of this contract and will require re-activation in the fall, 2012. The accounts proposed for seasonal disconnection are identified on Exhibit A.

The County has requested in Attachment B that bidders indicate their willingness to coordinate on and off orders for seasonal disconnects, and should indicated any associated costs in Attachment C.

The County also requests in Attachment B that bidders indicate their willingness to offer flexible conversion of accounts from market pricing to firm pricing for the balance of any given contract period or extension thereof.

19. **Contract – See Attachment D:** The contract term is expected to be one year, with an option to renew for two additional similar terms. The option to renew can be cancelled by either party by giving 60 days written notice. All bidders are asked to indicate their willingness to comply with the key terms indicated in this outline by signing Attachment D.

Note: Should bidder offer, and Owner Accept, a pricing offer with specified, fixed commodity pricing for a period exceeding one year, the initial contract may be written for the entire period for which the fixed price is guaranteed.

Multi- Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following

is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

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

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

20. **Financial Requirements:** If requested by the County, each supplier must provide a copy of the company's most recent audited financial statements and annual report. Where another company has any financial interest in the proposed supplier, such interest must be explained, and a copy of the most recent audited financial statements and annual report of the company with such financial interest must be provided.
21. **Financial Responsibilities:** If the Bidder fails to deliver the quantity of gas required by County, Bidder shall be liable for and remit within ten (10) days of presentation an invoice from County for any direct incremental costs above the contract price of replacement supplies purchased by County plus any related penalties or charges. This shall include the failure of the marketer to obtain control of an account from the current supplier if the County has met all contractual obligations regarding the supply of that account.
22. **Evaluation of Bids:** The contract will be awarded to the responsible and responsive bidder whose bid will be the most advantageous to the County, price and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia.
23. **Alternate Pricing Bids:** Pricing sheets (Attachment C) are provided assuming bidders will offer pricing for consumption that may or may not include independent delivery charges assessed by the marketer based on account size (DDDC).

Further, the County is always looking toward new and innovative approaches to meeting its requirements. Although not required, each supplier is encouraged to submit alternate bids for consideration that you believe might add value for the County, even if it involves some well-defined risk assumption by the County.

Of particular interest to the County will be offers of fixed commodity pricing extending for multiple contract terms or portions thereof, given current market conditions.

Should a marketer choose to offer multiple pricing options (such as an “all inclusive” per therm price, and an alternate “per therm plus DDC delivery” price option), bidder should make additional copies of the pricing pages, or create pricing pages of their own that fully reflect all costs associated with any options offered.

1. Account Listing

Exhibit A to this Sealed Bid is a table listing all current Cobb County gas accounts served by Atlanta Gas Light Company that are to be considered with this bid. The file includes the most recent AGLC account number, service address, and assigned Designated Design Day Capacity (DDDC) for these accounts. It is the responsibility of the Bidder to verify all account information necessary to prepare a proper bid. Any errors or omissions from this list shall not be considered a valid reason for adjustments to, or withdrawal of, bids submitted.

Seasonal accounts are identified in Exhibit A. These accounts are expected to be in an inactive status on June 1, the start date for the new contract. It is a condition of the bid that the bidder accept responsibility for re-activating these accounts in the fall, 2012, and to assist in the activation and de-activation of the accounts each year for which the contract is in effect, at the direction of the County. The County reserves the right to add or delete accounts from seasonal disconnect services. Bidders shall indicate their acceptance of this condition in Question 11, Attachment B.

2. Accounts Overview

Group A: Miscellaneous Facilities (all accounts except those listed below): This load is mainly comprised of space heating and water heating requirements of typical governmental service buildings (office, libraries, parks and recreations, vehicle and non-vehicle maintenance facilities, etc.). It also includes some load that is not climate dependent, such as cooking and laundry loads, and incineration not related to the waste treatment account identified separately.

Group B: Natural Gas Vehicle Accounts: There are two accounts serving compressed natural gas stations exclusively for vehicle fuel. Fuel used on these accounts is subject to Georgia Motor Vehicle Fuel Taxes, however Cobb County shall be extended any exemption of motor fuel taxes by the State of Georgia for which it is eligible.

Account 6750386037 - 1940 County Services Parkway: Our primary CNG passenger and light truck fleet fueling facility. The facility is owned by Atlanta Gas Light Co. under their CNG fueling station tariff, and the required monthly facility charge is billed by AGLC through the marketer.

Accounts Overview

Attachment A

Page 2 of 2

Account 7150443134 - 800 South Marietta Parkway: This is a customer owned compressor and fueling facility serving primarily the county's transit bus fleet. It is not subject to the AGLC CNG rate.

Group C: Sludge Incineration Account: Account 2041102132 - 5175 S. Atlanta Rd.: A single account serving a sludge incinerator at the wastewater treatment facility.

Group D: Adult Detention Facility: Two accounts at 1825 County Services Parkway. Account 642909135 is for the main detention facility (jail) and includes usage for heating, laundry and kitchen uses, and domestic and process water heating for the laundry and kitchen. Account 6991955130 is for a residential inmate tower and administration services center. Usage is for space heating and domestic water heating.

Qualitative Requirements

Attachment B

Page 1 of 2

1. Marketer Certification: Is bidder certificated by the Georgia Public Service Commission to provide firm natural gas in AGL's Atlanta Pool Group? _____.
2. Quantity: Will the successful bidder agree to supply 100% of the County requirements? _____ . What provisions will be required, if any, for the County to notify the supplier of load changes? _____

3. Pricing: All pricing is to be included in Attachment C. For Fixed Commodity Prices, describe how pricing will be refreshed at the time of initial contract execution and any contract renewals (including terms beyond 12 months per item 4 below). _____

4. Cobb County is interested in exploring fixed commodity pricing for a period extending beyond one year. Please indicate your firm's willingness to offer such pricing, a brief description of the offer, and any conditions the county would need to consider in assessing the offer. If interested, the Bidder should reproduce, complete and submit the appropriate pricing pages from Attachment C, striking through the reference to the 12 Month pricing term and inserting the appropriate term in months.

5. Billing: Will invoices show the total amount of gas supplied extended by the contract price to determine the total invoice amount? _____ Will the pricing be displayed in such a manner to be easily compared to contract terms? _____
6. Billing: It is a requirement of this bid that all Bidders be able and willing to deliver summary billing electronically in MS Excel format for all of the County accounts to the county Energy Analyst. This is in addition to normal customer billing that must be delivered to the Owner's Finance Dept. for payment.

Such file must contain basic metrics found on normal and typical bills as indicated in Attachment F – Required Electronic Billing Metrics. Bidders shall include a sample of a summary billing spreadsheet used for an existing or former customer to demonstrate the file format and ability to deliver files in a timely manner. NOTE:

A sample electronic billing file IS or IS NOT included with this submittal (check one).

Qualitative Requirements

Attachment B

- 7. Billing Terms: Please specify your billing and payment terms. _____

- 8. Deliver Warranties: Please provide a statement of the delivery warranty that the bidder makes to assure supply of the County gas loads. _____

- 9. Risk Management Tools: For market based pricing, will your organization provide the County with a Fixed Price Trigger option throughout the term of this agreement? _____
If yes, how will it work? _____

- 10. Will bidder provide a single employee to act as account manager with the County? _____
Will this individual reside in the greater Atlanta area? _____
If no to either question, will bidder provide a toll free telephone number for the County's use to conduct business with bidder's staff? _____

- 11. Will bidder permit and facilitate disconnection and reconnection of accounts County wishes to have temporarily suspended each summer (aka seasonal disconnection)? _____
Any bidder charges above and beyond those passed through to Atlanta Gas Light Service for this service shall be noted on Attachment C and described here: _____

- 12. If bidder offers any other creative services to County for consideration, such as pre-purchase of winter gas, engineering or financing back up alternate fuel equipment on critical or IS qualified accounts, etc., please discuss. _____

Signed: _____

Name of Firm: _____

Date: _____

DEFINED PRICING TERMS

CityGate Delivery Charges

CityGate Delivery Charges shall mean **all** costs associated with delivery of natural gas to AGL's receipt point on the interstate pipeline, and all other transportation supply and capacity management costs, including, by not limited to, all administrative, gathering, pipeline capacity, pipeline transportation, shrinkage, interstate storage capacity, injection, withdrawal and inventory charges, Gas Research Institute (GRI) charges, Federal Energy Regulatory Commission Annual Cost Adjustment charges (ACA), any take-or-pay charges, pipeline and distribution gas pooling charges, and all costs associated with nominating and balancing on the interstate and intrastate pipeline systems.

CityGate Delivered Price - Volume

CityGate Delivered Pricing shall mean the commodity price for the actual volume of natural gas supply plus **all** CityGate Delivery Charges as defined above, unless Marketer chooses to include some or all Delivery charges in a separate Capacity Charge.

Capacity Charge

A fixed monthly charge based on the design day capacity (DDDC) assigned to each individual account by the Atlanta Gas Light Company should the Marketer choose to offer a two part rate to cover natural gas supply and CityGate Delivery Charges.

AGL Distribution

AGL Distribution shall mean **all** charges assigned to the Seller for Buyer's account to provide regulated distribution service from the CityGate to the Buyer's meter, including Customer charges, LNG/Peaking Charge, Consumer Education Rider, Franchise Fee, Dedicated Design Day Capacity charges, and any other state regulatory approved charges related to distribution. Specifically excluded from the AGL Distribution charges are any and all costs billed by AGL which are specified as CityGate Delivery Charges as defined above.

Customer Service Charge

Customer Service Charges shall mean all remaining charges associated with the marketer's administrative costs. These shall include meter reading, billing, collection services, remittance processing, billing inquiry, and charges associated with season disconnection and reconnection services.

AGL G-11 FIRM LOAD MISCELLANEOUS FACILITIES

1. **Fixed Price Quote - Citygate** 12 Months

Fixed for Contract Term
CityGate Delivery (Fixed Price-\$/MMBtu – Volume) _____

Capacity Charges (\$/DDDC/mo) _____

AGL Distribution (% of AGL Max Rates) _____ %

Customer Service Charges (\$/Account per month) _____

2. **Market Pricing Quote - CityGate** 12 Months

Commodity (NYMEX Index - Henry Hub) Index
(First of Month) _____

CityGate Delivery Charges (\$/MMBtu - Volume) _____

Capacity Charges (\$/DDDC/mo) _____

AGL Distribution (% of AGL Max Rates) _____ %

Customer Service Charges (\$/Account per month) _____

3. **Seasonal Disconnections (Costs in addition to those stated elsewhere)**

Marketer Costs for processing orders for seasonal connection
or reconnection of accounts (price per account per year) _____

AGL Costs for disconnection and reconnection
(% of AGL charges) _____ %

AGL G-11 FIRM LOAD NATURAL GAS VEHICLE ACCOUNTS

1. **Fixed Price Quote - Citygate** 12 Months
- Fixed for Contract Term
- CityGate Delivered (Fixed Price-\$/MMBtu - volume) _____
- Capacity Charges (\$/DDDC/mo) _____
- AGL Distribution (% of AGL Max Rates) _____ %
- Customer Service Charges (\$/Account per month) _____
- State Motor Vehicle Fuel Taxes and AGL
Facility Leasing Costs Bill at Actual Cost from AGL
-
2. **Market Pricing Quote - CityGate** 12 Months
- Commodity (NYMEX Index - Henry Hub)
(First of Month) Index _____
- CityGate Delivery Charges (\$/MMBtu - volume) _____
- Capacity Charges (\$/DDDC/mo) _____
- AGL Distribution (% of AGL Max Rates) _____ %
- Customer Service Charges (\$/Account per month) _____
- State Motor Vehicle Fuel Taxes and AGL
Facility Leasing Costs Bill at Actual Cost from AGL

Bidder Initials: _____

AGL G-11 FIRM LOAD SLUDGE INCINERATOR ACCOUNT

- | | | |
|----|---|-------------------------|
| 1. | <u>Fixed Price Quote - Citygate</u> | <u>12 Months</u> |
| | <u>Fixed for Contract Term</u> | |
| | CityGate Delivered (Fixed Price-\$/MMBtu - volume) | _____ |
| | Capacity Charges (\$/DDDC/mo) | _____ |
| | AGL Distribution (% of AGL Max Rates) | _____ % |
| | Customer Service Charges (\$/Account per month) | _____ |
| 2. | <u>Market Pricing Quote - CityGate</u> | <u>12 Months</u> |
| | Commodity (NYMEX Index - Henry Hub)
(First of Month) | <u>Index</u> _____ |
| | CityGate Delivered (Fixed Price-\$/MMBtu - volume) | _____ |
| | Capacity Charges (\$/DDDC/mo) | _____ |
| | AGL Distribution (% of AGL Max Rates) | _____ % |
| | Customer Service Charges (\$/Account per month) | _____ |

Bidder Initials: _____

AGL G-11 FIRM LOAD ADULT DETENTION FACILITY ACCOUNTS

- | | | |
|----|---|------------------|
| 1. | <u>Fixed Price Quote - Citygate</u> | <u>12 Months</u> |
| | <u>Fixed for Contract Term</u> | |
| | CityGate Delivered (Fixed Price-\$/MMBtu - volume) | _____ |
| | Capacity Charges (\$/DDDC/mo) | _____ |
| | AGL Distribution (% of AGL Max Rates) | _____ % |
| | Customer Service Charges (\$/Account per month) | _____ |
| 2. | <u>Market Pricing Quote - CityGate</u> | <u>12 Months</u> |
| | Commodity (NYMEX Index - Henry Hub)
(First of Month) | <u>Index</u> |
| | CityGate Delivered (Fixed Price-\$/MMBtu - volume) | _____ |
| | Capacity Charges (\$/DDDC/mo) | _____ |
| | AGL Distribution (% of AGL Max Rates) | _____ % |
| | Customer Service Charges (\$/Account per month) | _____ |

Bidder Initials: _____

Bid Terms

Attachment D

Page 1 of 1

We have carefully examined and agree to comply with the Bid Process, General Terms and Conditions and Special Terms and Conditions as provided in this Invitation to Bid.

Further, we have carefully examined the proposed contract (Natural Gas Sale and Purchase Agreement), and agree that, if selected, we will enter into this contract without change except as noted below.

Proposed Changes to Agreement (Bidder will state "NONE" if agreement is acceptable without changes):

Company Name

Authorized Representative's Signature

Address

Authorized Representative's Name (Print)

City, State, Zip

Phone Number / Fax Number

Date

Natural Gas Sale and Purchase Agreement

THIS AGREEMENT, made and entered into on _____ by and between COBB COUNTY GOVERNMENT, with its principal place of business at 100 Cherokee Street, Marietta, Georgia, (hereinafter referred to as "Buyer") and _____, with its principal place of business at _____ (hereinafter referred to as "Seller").

W I T N E S E T H

WHEREAS, Buyer desires to purchase and receive supplies of natural gas; and

WHEREAS, Seller has supplies of natural gas available for sale and delivery to Buyer; and

WHEREAS, Buyer and Seller desire to enter into an agreement providing for the purchase and sale of gas on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the representations and agreements contained herein, Buyer and Seller agree as follows:

ARTICLE I

Scope, Agreements and Definitions

1.1 Scope. Subject to the provisions of this Agreement, Buyer agrees to purchase and receive natural gas from Seller as a participant in Atlanta Gas Lights (AGL or Distribution Utility) competitive retail natural gas program in accordance with the provisions of that program and on the terms and conditions set forth in this Agreement. Seller agrees to sell and cause to be delivered natural gas to Buyer under the provisions of this Agreement, and for the price, term, and quantity set forth in the Transaction Agreement. Buyer understands and agrees that it will be responsible for the payment of amounts invoiced by Seller for the natural gas Seller delivers under this Agreement. This Agreement applies only to the AGL account(s) identified in the Transaction Agreement.

1.2 Transaction Agreement. Buyer's specific terms for the purchase of natural gas under this Agreement shall be set forth in the Transaction Agreement, attached hereto as Appendix A. In the event of a conflict between the Transaction Agreement and the Purchase and Sale Agreement, the Sale and Purchase Agreement shall govern.

1.3 Definitions. Unless the context requires another meaning, the following terms shall have the meaning hereinbelow set forth under this Agreement:

a. Agreement shall mean this Natural Gas Sale and Purchase Agreement and any Transaction Agreements in the form attached as Appendix A that have been executed and attached as Appendix B and Appendix C.

b. Citygate Differential shall mean a quoted fixed price per MMBtu for getting natural gas purchased at the NYMEX Closing Price delivered to the Distribution Utilities receipt point on the interstate pipeline.

c. Citygate Delivered Fixed Price shall mean a fixed price per MMBtu delivered to the Distribution Utilities receipt point on the interstate pipeline.

d. Firm shall mean that either Party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure.

- e. NYMEX Closing Price shall mean the price for Gas futures posted by the New York Mercantile Exchange on the last Day of trading for the applicable delivery Month.
- f. Contract Price shall mean the amount expressed in U.S. dollars per MMBtu, as set forth in the Transaction Agreement.
- g. Transaction Agreement shall mean the form that sets forth the material terms of a Gas sales and purchase transaction, a sample of which is attached to this Agreement at Appendix A.

ARTICLE II

Quantity and Point of Delivery

2.1 Quantity. Subject to the terms of this Agreement, Buyer agrees to purchase and receive from Seller and Seller agrees to sell and cause to be delivered all firm natural gas needs for the accounts designated in this agreement. These needs are fully expected to be similar to historic gas usage patterns plus reasonable variances. In the event that Seller nominates an excessive or deficient amount of gas, and the Interstate Pipeline or Distribution Utility assesses any fee, penalty or charge for failure to satisfy any requirement, the Seller is solely responsible for payment of these charges (provided that Buyers current gas usage reflects its historic gas usage plus reasonable variances and variances due to weather). It is understood that accounts may be added or removed from service during the term of this agreement under Amendments to Appendix A, the Transaction Agreement. Unless these account additions or removals result in material changes to gas usage volume or load patterns, Buyer will offer and Seller will include their natural gas needs under the same terms and conditions of the initial accounts established under this agreement. For all accounts resulting in a material volume or load change, Buyer can elect to select a separate Seller or include in this Agreement through a separate Transaction Agreement with separate terms and conditions.

2.2 Point of Delivery. This is an FOB destination agreement. The destination point is the Distribution Utility citygate. Title to all natural gas delivered under this agreement shall pass from Seller to Buyer at the citygate.

ARTICLE III

Price

3.1 Price. The Contract Price for gas sold hereunder shall be specified in the Transaction Agreement. This price shall include any and all costs associated with the delivery of natural gas to the Buyer. The costs include, but are not limited to all administrative costs, Seller's purchase price, gathering cost, transportation costs, gas shrinkage costs, storage costs, fuel charges, Gas Research Institute charges (GRI), Federal Energy Regulatory Commission Annual Cost Adjustment charges (ACA), any take-or-pay charges by the transporter, pipeline and distribution gas pooling charges of Atlanta Gas Light, all applicable royalties and taxes, and all costs associated with nominating and balancing. Buyer shall be responsible for payment of no more than 100% of Atlanta Gas Light customer charges applicable to Buyer and assigned to Reliant for Buyers account(s).

3.2 Taxes. Seller shall pay all applicable taxes, use and gross receipts taxes or charges arising prior to the Point of Delivery. Buyer shall pay all applicable taxes or charges arising at and after the Point of Delivery. Buyer is tax exempt and will provide Seller with evidence of such.

3.3 Computations. All computations related to prices and indices performed under this Agreement shall be rounded to four significant decimal places (\$0.0000).

ARTICLE IV

Term

4.1 **Term:** For a period of twelve (12) months, from the 1st day of June, 2012, until the close of gas business on the 31st day of May, 2013, (Contract Term), the Seller shall provide the Buyer with such supplies of natural gas for the price, term, and quantity set forth in the Transaction Agreement. The Buyer reserves the right to pursue two extensions of this Agreement for a period not to exceed twelve (12) additional months per renewal term (24 months total). No later than 60 days before the expiration of the initial term of this Agreement the Buyer shall notify the Seller of Buyer's intent to pursue an extension to this Agreement. The Seller shall, within 15 days of receipt of this notification, indicate in writing to the Buyer its willingness to extend the Agreement under the same terms and conditions as the original Agreement, excepting the Seller shall notify Buyer of any changes in the price or quantity specified in the Transaction Agreement. The option to extend or not extend the Agreement shall then rest with the Buyer. Notwithstanding the terms above, this Agreement shall be governed by provisions of O.C.G.A. Section 36-60-13 as amended (Ga. L. 1988, p. 1954 section 1: Ga. L. 1996, p. 441, section 1.). This Agreement is further subject to and contingent upon annual appropriations by the Buyer, by and through its Cobb County Board of Commissioners, and shall terminate immediately and absolutely in the event that appropriated and unobligated funds are no longer available to set aside the obligations under this Agreement, provided that those sums payable during the calendar year in which the failure to appropriate shall be paid.

ARTICLE V

Quality

5.1 **Quality and Measurement.** All natural gas delivered by Seller to Distribution Utility shall be merchantable and shall upon delivery conform to the quality specifications and heating value generally acceptable to the Distribution Utility. The parties agree that the measurement of gas purchased and sold hereunder shall be performed by the Distribution Utility. Either party may contest the Distribution Utilities determination of quantity, but both parties agree that the Distribution Utilities ultimate decision on such matters is final and binding on both parties.

ARTICLE VI

Liability

6.1 **Limitation of Liability.** Liability is limited to direct actual damages as the sole and exclusive remedy and all other remedies or damages (at law, in equity, tort, contract or otherwise) are expressly waived. In no event will either party be liable for consequential, incidental, or punitive damages, lost profits or other business interruption damages. Liability limitations are without regard to cause.

ARTICLE VII

Warranty

7.1 **Warranty and Indemnification.** Seller warrants that, at the time of delivery all gas sold hereunder to Buyer, Seller shall have good title to and the right to sell such gas, and that such gas is free and clear of liens, encumbrances or claims. Seller agrees to hold harmless, defend, and indemnify Buyer against all suits, debts, accounts, damages and costs arising from or out of any adverse claims relating to Seller's title or right to sell such gas prior to the Point of Delivery.

ARTICLE VIII

Billing, Payment and Audit

8.1 Billing and Payment Terms. As soon as practical following the close of the month during which deliveries occurred, Seller shall render to Buyer an invoice showing the quantity of gas delivered, the amount due, and such other billing information as identified in section 8.2 hereafter. Buyer shall make payment to Seller within 30 days of receipt of invoice.

8.2 Billing Information. All accounts of the Buyer shall be included on one monthly billing, submitted both in hard copy and in a mutually agreed upon electronic format. All applicable charges from AGL, billing period start and end dates and meter readings, gas usage expressed in therms, price per therm, and the extended cost shall be itemized by account and separately stated on the monthly invoice. Any additional billing information must be mutually agreed upon between the parties.

8.3 Audit. Each party shall have the right, at its sole expense and upon prior written notice, to examine the records of the other party to verify the accuracy of any statement, charge, notice or computation made pursuant to this Agreement. However, no adjustments shall be made to any statement charge, notice or computation after the lapse of twenty-four (24) months from the date of the issuance.

ARTICLE IX

Financial Responsibility

9.1 Financial Responsibility. If the Seller fails to deliver the quantity of gas required by Buyer, Seller shall be liable for and remit payment to Buyer within ten (10) days of presentation of an invoice from Buyer for any incremental costs above the contract price of replacement supplies purchased by Buyer plus any related penalties or charges. This shall include failure of the Seller to obtain control of an account from the current supplier if the County has met all contractual obligations regarding supply of that account. Seller shall have the right to terminate service after 30 days if, without notice, Buyer fails to (a) timely pay any amount due except if there is a bona fide dispute and Buyer has complied with sections 8.1 and 8.2 herein above, (b) meet the Seller's credit requirements, (c) provide requested financial assurances or (d) becomes subject to any bankruptcy proceedings.

ARTICLE X

Force Majeure

10.1 Force Majeure. Neither party shall be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from an occurrence of force majeure. The term Force majeure shall mean any cause not within the control of the party claiming relief including: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, failure of pipeline, or any other cause which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome, provided the party claiming such inability shall give written notice thereof to the other party as soon as reasonable possible after the occurrence of such event.

ARTICLE XI

Miscellaneous

11.1 Changes to Terms of Service. Buyer has 48 hours immediately following execution of this agreement to rescind this Agreement, without penalty, by notifying Seller of desire to exercise such right. Seller has the right at any time to propose changes to the terms of service under this Agreement with 30 days notice. Notwithstanding the 60 day notice provision set forth in the Term provision of this Agreement, within 10 (ten) days of the notice to change these terms, Buyer may give written notice of termination of the Agreement.

11.2 Assignment. Seller and Buyer shall not assign this Agreement without the prior written consent of the other party.

11.3 Compliance with State and Federal Laws and Regulations. Seller shall comply with federal, state, and local statutes, regulations and public ordinances of any nature governing the sale of natural gas pursuant to this Agreement.

11.4 Notices & Billing. All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given upon personal delivery (against receipt) or on the third day following the date on which each such notice is deposited postage prepaid in the United States Mail, certified, return receipt requested. All notices shall be delivered or sent to the other party at the address shown below or to any other address as the party may designate by ten (10) days prior written notice given in accordance with this provision.

If to Buyer

Notices
Cobb County Government
Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4012
Attention: Purchasing Director
Phone: 770-528-8400
Fax: 770-528-8428

Billing
Cobb County Government
Finance Department, AP Division
100 Cherokee St., Suite 410
Marietta, Georgia 30090-9610

If to Seller

Notices
"Seller"

Seller Address

Attn: Seller contact
Phone:
Fax:

Billing
"Seller"
Seller Address

11.5 Incorporation of Appendices. The Sealed Bid issued for this agreement (Cobb County Board of Commissioners Sealed Bid #12-5665 issued April 26, 2012 and the Appendices referenced herein and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein and are incorporated herein by reference.

11.6 Waiver of Default. No provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by either party to, or waiver of, a breach by the other, whether express or implied, shall constitute a consent to, or waiver of any different or subsequent breach.

11.7 Governing Law and Jurisdiction. This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Georgia.

11.8 No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiary relationship in favor of anyone not a party to this Agreement. In addition, the parties waive and disclaim any third party beneficiary status as to any on the contracts of the other party.

11.9 Headings. The headings throughout this Agreement are inserted for reference purposes only and shall not be construed or considered in interpreting the terms and provisions of any Article.

11.10 Subsequent Changes in Agreement. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each party.

11.11 Duplicate Originals. Two (2) duplicate originals of this Agreement shall be executed; each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

11.12 Entire Agreement. This Agreement including Appendices contains the entire agreement of the parties. There are no oral or written representations, understandings or agreements between the parties respecting the subject matter of this Agreement, which are not fully expressed herein.

IN WITNESS WHEREOF, each of the parties hereto acknowledge that they have read the terms and conditions contained herein, understand and agree to the same and agree to be bound thereby and have caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective dates entered below.

Cobb County Government
("BUYER")

("SELLER")

By: _____
Representative

By: _____ Authorized
Authorized Representative

(Name typed or printed)

(Name typed or printed)

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX A
TRANSACTION AGREEMENT FORM**

TO NATURAL GAS SALES AND PURCHASE AGREEMENT

DATE:

SELLER		BUYER	
NOTICE ADDRESS: Operations Phone: Operations Fax: Contact Person:		NOTICE ADDRESS: Operations Phone: Operations Fax: Contact Person:	
PAYMENT ADDRESS: Account No: ABA No.: Accounting Phone: Accounting Fax:		BILLING ADDRESS: Same Accounting Phone: Accounting Fax:	
TAX ID:		TAX ID:	
OBLIGATION:	FIRM: ____ INTERRUPTIBLE ____ * Must describe in Special Provisions		
QUANTITY AND DELIVERY POINTS	QUANTITY: Full Requirements of Cobb County for accounts listed below. DELIVERY POINT (S): Atlanta Gas Light Distribution System citygate.		
ACCOUNTS AND RATE CLASS	See attached list of accounts and their respective name, street address and Dedicated Design Day Capacity (DDDC) on Atlanta Gas Lights system.		
TERM			
PRICE PER MMBTU			
AUTHORIZED REPRESENTATIVES	BUYER: SELLER:		
SPECIAL PROVISIONS			
INCORPORATION OF BASE AGREEMENT	This sale is subject to the terms and conditions set forth in the Natural Gas Sales and Purchase Agreement that has been executed by the parties or will be executed contemporaneously herewith. The entire agreement between the parties shall be the provisions of this Attachment and the Base Agreement.		
SELLERS SIGNATURE	BY: _____ TITLE: _____ DATE: _____		
BUYERS SIGNATURE	BY: _____ TITLE: _____ DATE: _____		

Electronic Billing Details

Attachment F

It is a requirement of the County that the selected marketer(s) deliver monthly billing information in electronic billing files to the Owner's Energy Analyst in a format compatible with the Owner's utility bill tracking system (EnergyCap). The Owner's preferred file format is an .xls or .csv file compatible with MS Excel.

Bill details provided electronically shall exactly duplicate information (dates, purchase volumes, billing amounts, etc.) on the standard revenue bills delivered to the Owner for payment.

The Owner prefers billing files be delivered no less frequently than twice monthly to ensure timely analysis of bills. Delivery can be via email or Bidder may establish an alternate method of delivery acceptable to the Owner (e.g. ftp server).

Billing details required in unique fields in the electronic billing file are, at a minimum, the following. Additional fields are acceptable.

- AGLC account number
- Vendor account number: If a group bills are provided, both the group account number and a unique premise ID for each account must be provided in separate fields. This will apply to the revenue bill sent for payment as well.
- Service Address
- Meter number
- Account DDDC value
- Meter reading start and end dates
- Gas quantity recorded from AGLC in ccf and therms
- AGLC charges – normal base charges may be aggregated; any facility or other charges such as motor fuel taxes shall be identified separately
- Marketer account or base charges if applicable
- Marketer Delivery Charges if applicable
- Commodity pricing
- Commodity charges
- Billing adjustments, credits, etc.
- Total current period bill amount (excluding any past due amounts)

EXHIBIT A: ACCOUNT LISTING

Gas South AGL Number	Account Name	Address Line 1	Address Line 2	Meter Number	DDDC Factor
GROUP B: CNG FUELING STATIONS					
6750386037	FLEET CNG FUEL STATION	1940 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	966290	16.247
7150443134	COBB COUNTY BOARD OF COMMISSIONERS	800 S MARIETTA PKY SE CCT NGV FUEL STATION	Marietta GA 30060-0000	1917913	76.222
GROUP C: SLUDGE INCINERATION					
2041102132	RL SUTTON WWTP INCINERATOR	5175 S ATLANTA RD SE	Smyrna GA 30080-0000	1379036	213.443
GROUP D: ADULT DETENTION FACILITIES					
642909135	ADULT DETENTION CENTER	1825 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	1389886	195.309
6991955130	ADULT DETENTION TOWER	1825 COUNTY-SERVICES PKY	Marietta GA 30008-0000	2858216	177.839
GROUP A: MISCELLANEOUS ACCOUNTS					
12 MONTH ACCOUNTS					
22444515	PUBLIC SAFETY TRAINING	2109 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	1779562	6.905
401017436	ANIMAL CONTROL ADMIN.	1060 AL-BISHOP DR SW BLDG B	Marietta GA 30008-0000	1713363	86.829
510478172	FIRESTATION BUILDING	2382 Austell Rd SW	Marietta GA 30008-0000	2989420	6.905
695586326	FIRE STATION 28	3858 KEMP-RIDGE RD NW	Acworth GA 30101-0000	2810369	13.247
833671328	Cobb County Board of Commissioners	4500 OAKDALE RD SE	Smyrna GA 30080-0000	2935105	3.322
932908220	NOONDAY WWTP	415 SHALLOWFORD RD NE	Kennesaw GA 30144-0000	461803	20.323
994661022	CCT STE. 114	463 COMMERCE-PARK DR SE SUITE 114	Marietta GA 30060-0000	2098027	16.247
1183171227	FIRE STATION 26	3862 CHEROKEE ST NW	Kennesaw GA 30144-0000	1724805	5.888
1290144447	FIRE STATION 11	4762 LAKEWOOD DR	Acworth GA 30101-0000	1544	3.841
1357728021	WEST COBB POLICE-FIRE STATION	360 MIDWAY RD NW	Marietta GA 30064-0000	1738951	16.247
1413385020	CCT STE. 200	463 COMMERCE-PARK DR SE SUITE 200	Marietta GA 30060-0000	537868	48.530
1595124236	FIRE STATION 14	2905 LIBRARY LN	Marietta GA 30062-0000	2043377	11.217
1856313124	FIRE STATION 25	4431 TRICKUM RD NE	Marietta GA 30066-0000	1527757	5.376
1951683025	FIRE STATION 14	3390 SANDY-PLAINS RD	Marietta GA 30066-0000	237006	4.350
1972134125	FIRE STATION 15	3892 OAK LN	Marietta GA 30062-0000	1152420	4.350
2041102132	RL SUTTON WWTP INCINERATOR	5175 S ATLANTA RD SE	Smyrna GA 30080-0000	1379036	213.443
2041102132	RL SUTTON WWTP INCINERATOR	5175 S ATLANTA RD SE	Smyrna GA 30080-0000	1918089	
2060963333	FLEET / SW ADMIN BLDG	2050 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	667042	48.530
2471816021	POLICE/E911 ADMIN. BUILDING	140 N MARIETTA PKY NE	Marietta GA 30060-0000	815097	20.323
2549198425	CCT WASH STATION	800 S MARIETTA PKY SE	Marietta GA 30060-0000	1764974	8.956
3044148515	DOT ADMIN. BLDG.	1890 COUNTY-SERVICES PKY SW BLDG B	Marietta GA 30008-0000	3011603	5.888
3189729434	ADULT DETENTION TOWER	1825 COUNTY-SERVICES PKY SW BLDG A	Marietta GA 30008-0000	1713445	33.431
3745539229	FIRE STATION 24	3540 PAUL-SAMUEL RD NW	Kennesaw GA 30152-0000	535683	4.859
3770949537	MTTA-COBB MUSEUM OF ART	30 ATLANTA ST SE	Marietta GA 30060-0000	3031207	8.446
3841366446	CENTRAL AQUATIC CENTER	520 S FAIRGROUND ST SE	Marietta GA 30060-0000	815192	33.431
3885996513	PARKS ADMIN. BUILDING	1792 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	701243	13.247
4104220237	LOST MTN. PARK ADMIN. BUILDING	4845 DALLAS HWY	Powder Springs GA 30127-0000	1857360	11.217

EXHIBIT A: ACCOUNT LISTING

Gas South AGL Number	Account Name	Address Line 1	Address Line 2	Meter Number	DDDC Factor
12 MONTH ACCOUNTS (Continued)					
4116429320	CCT STE. 104	463 COMMERCE-PARK DR SE SUITE 104	Marietta GA 30060-0000	1709990	4.859
4198581238	WATER MAINT. BLDG 5	300 PEARL ST SE	Marietta GA 30060-0000	1227567	20.323
4507314538	MOUNTAIN VIEW AQUATIC CENTER	2650 GORDY PKY	Marietta GA 30066-0000	1568653	88.364
4599912431	CUMBERLAND POLICE-FIRE STATION	1901 CUMBERLAND PKY SE	Atlanta GA 30339-0000	1680627	25.412
4827949346	FIRE STATION 27	477 VETERANS-MEMR HWY SE	Mableton GA 30126-0000	1281824	5.888
4917954257	FELTON PARKS PROPERTY	219 JOHNSON-FERRY RD	Marietta GA 30068-0000	393850	7.430
5022938437	FIRE VEHICLE MAINT. BUILDING	1958 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	518001	9.995
5026176282	Cobb County Board of Commissioners	198 Hansell St NW	Marietta GA 30060-0000	3054667	4.859
5288591449	FIRE STATION 2	502 BARBER RD	Marietta GA 30060-0000	967454	5.888
5389382222	FIRE STATION 16	3800 BELLS-FERRY RD NW	Kennesaw GA 30144-0000	496192	5.888
5581552208	COBB COUNTY BOARD OF COMMISIONERS	1150 Powder Springs Rd Suite 100	Marietta GA 30064-0000	3160051	3.322
5774146132	WATER OPERATIONS	680 S COBB DR SE BLDG 3	Marietta GA 30060-0000	341624	25.412
5804013442	WATER ADMIN. BUILDING	660 S COBB DR SE	Marietta GA 30060-0000	589520	16.247
6032390128	Cobb County Board of Commissioners	463 COMMERCE-PARK DR SE SUITE 103	Marietta GA 30060-0000	614248	1.486
6072132020	FIRE STATION 19	1500 POWERS-FERRY RD SE	Marietta GA 30067-0000	451258	8.956
6254700435	FIRE STATION 17	3361 ERNEST-W-BARRETT PKY NW	Marietta GA 30064-0000	1281724	3.025
6303176227	FIRE STATION 5	4336 PACES-FERRY RD SE	Atlanta GA 30339-0000	2810371	5.376
6626830533	FIRE STATION 12	810 BRACKETT RD	Marietta GA 30066-0000	1727858	5.376
6750797076	Cobb County Board of Commissioners	1960 County Services Pky SW	Marietta GA 30008-4016	588343	4.350
7391669512	FIRE DEPT. HEADQUARTERS	1595 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	1779591	11.217
7529465224	THE ARTS PLACE	3330 SANDY-PLAINS RD	Marietta GA 30066-0000	3096545	13.247
7683217340	Cobb County Board of Commissioners	538 S Marietta Pky SE Civic Center	Marietta GA 30060-0000	480367	94.265
7732760447	RL SUTTON WWTP OPERATIONS	5175 S ATLANTA RD SE	Smyrna GA 30080-0000	2002791	16.247
7761930220	EAST COBB GOVERNMENT CENTER	4400 LOWER-ROSWELL RD	Marietta GA 30068-0000	2943504	25.412
7985265322	FIRE STATION 11	4550 COWAN RD	Acworth GA 30101-0000	2012464	6.402
7990818344	WATER LABORATORY	662 S COBB DR SE	Marietta GA 30060-0000	1465988	33.431
8104822333	FIRE STATION 18	1660 MARS-HILL RD NW	Acworth GA 30101-0000	818641	3.025
8111994022	FAIR OAKS RECREATION CENTER	1460 BRANDON DR SW	Marietta GA 30008-0000	1779062	16.247
8289108325	WARD RECREATION CENTER	4845 DALLAS HWY	Powder Springs GA 30127-0000	1174203	8.446
8436407124	CCT STE. 108	463 COMMERCE-PARK DR SE SUITE 108	Marietta GA 30060-0000	2983726	11.217
8477663020	CCCI	1877 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	1274017	20.323
8480281532	KENNESAW POLICE-FIRE STATION	2380 N COBB PKY	Kennesaw GA 30152-0000	636434	33.431
8535055539	FIRE FACILITIES MAINT. BUILDING	2370 AUSTELL RD SW	Marietta GA 30008-0000	3089084	1.999
8538808336	Cobb County Board of Commissioners	10 W PARK SQ NE	Marietta GA 30060-0000	1779623	48.530
8838655448	WATER OPERATIONS	680 S COBB DR SE BLDG 2	Marietta GA 30060-0000	1739005	13.247
9151197099	FIRESTATION GENERATOR	2382 Austell Rd # Gen	Marietta GA 30008-0000	3040174	1.281
9247696536	Fire Station 20	1298 Hilton Dr	Marietta GA 30062-0000	2989417	4.859

EXHIBIT A: ACCOUNT LISTING

Gas South AGL Number	Account Name	Address Line 1	Address Line 2	Meter Number	DDDC Factor
SEASONAL ACCOUNTS SUBJECT TO SUMMER DI SCCONNECT (I nclude with Group A)					
3583029077	ACWORTH LIBRARY	4569 DALLAS ST	Acworth GA 30101-0000	1619600	3.841
3505468381	CABINET SHOP	30 KEY DR NE	Marietta GA 30060-0000	1481612	2.204
1647946086	COBB COUNTY BOARD OF COMMISSIONERS	4915 Dallas Hwy	Powder Springs GA 30127-0000	2971416	8.956
3391151495	COBB COUNTY BOARD OF COMMISSIONERS	266 ROSWELL ST SE CENTRAL LIBRARY	Marietta GA 30060-0000	1781059	48.530
5564783147	COBB COUNTY BOARD OF COMMISSIONERS	47 WADDELL ST	Marietta GA 30090-0000	584344	6.905
7383444421	COBB COUNTY BOARD OF COMMISSIONERS	4025 Covered Bridge Rd	Smyrna GA 30082-0000	1538390	6.905
8883959482	COBB COUNTY BOARD OF COMMISSIONERS	1151 DALLAS HWY	Marietta GA 30064-0000	1511875	3.841
9144819142	COBB COUNTY BOARD OF COMMISSIONERS	463 COMMERCE-PARK DR SE SUITE 110	Marietta GA 30060-0000	590157	3.025
7741261019	EAST COBB LIBRARY	2051 LOWER-ROSWELL RD	Marietta GA 30068-0000	389305	9.479
9212758078	East Cobb Library	4880 LOWER-ROSWELL RD SUITE 510B	Marietta GA 30068-0000	477126	7.430
6556942151	EAST COBB SENIOR CENTER	3332 SANDY-PLAINS RD	Marietta GA 30066-0000	1376653	16.247
1132991220	EAST COBB TAG OFFICE	2930 CANTON RD	Marietta GA 30066-0000	2077850	3.322
3786817073	GRITTERS LIBRARY	880 SHAW-PARK RD	Marietta GA 30066-0000	1479068	7.430
5267430307	JIM MILLER PARK	2245 CALLAWAY RD SW	Marietta GA 30008-0000	1129069	33.431
4221889545	JUVENILE COURT	1760 COUNTY-SERVICES PKY	Marietta GA 30008-0000	3040989	16.247
4325670491	KEMP LIBRARY	4029 DUE-WEST RD NW	Marietta GA 30064-0000	2989418	7.430
4804031476	KENNESAW LIBRARY	2250 LEWIS ST NW	Kennesaw GA 30144-0000	2988663	4.859
757368086	MOTORCYCLE REPAIR SHOP	2050 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	2905512	11.217
3959993404	MOUNTAIN VIEW LIBRARY	3320 SANDY PLAINS RD	Marietta GA 30066-0000	3040699	16.247
313861504	MTN. VIEW COMMUNITY CENTER	3400 SANDY-PLAINS RD	Marietta GA 30066-0000	652995	3.841
2002547277	NORTH COBB SENIOR CENTER	4100 GA-HWY-293	Acworth GA 30101-0000	1725888	4.350
9865892529	PUBLIC SAFETY SUPPLY	1596 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	2057276	6.905
8279603135	Public Safety Village	1220 Al Bishop Dr	Marietta GA 30008-0000	2877162	20.323
7194812244	PURCHASING BUILDING	1772 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	2792630	6.905
5389266036	PURCHASING WAREHOUSE	1772 COUNTY-SERVICES PKY SW	Marietta GA 30008-0000	865798	0.256
4465860177	Safepath	736 WHITLOCK AVE NW Suite 500	Marietta GA 30064-0000	2001006	5.376
8657652249	SENIOR SERVICES DAYCARE	277 S FAIRGROUND ST SE	Marietta GA 30060-0000	584357	13.247
9793105502	SIBLEY LIBRARY	1539 S COBB DR SE	Marietta GA 30060-0000	951490	2.304
2966877165	STATE COURT	12 W PARK SQ NE	Marietta GA 30060-0000	1469362	33.431
1265275153	STRATTON LIBRARY	1100 POWDER-SPRINGS RD SW	Marietta GA 30064-0000	542988	6.905
9746150193	SUPERIOR COURT NORTH	32 WADDELL ST	Marietta GA 30090-0000	1804398	20.323
3585456072	SUPERIOR COURT SOUTH	32 WADDELL ST	Marietta GA 30090-0000	714008	25.412
9973108270	TAG OFFICE	680 S COBB DR SE BLDG 1	Marietta GA 30060-0000	2940884	6.905
9062295255	WEST COBB REGIONAL LIBRARY	1750 DENNIS-KEMP LN NW	Kennesaw GA 30152-0000	1622539	13.247
3939082115	WEST PARK GOVT. CENTER	736 WHITLOCK AVE NW	Marietta GA 30064-0000	1479324	25.412
165563253	WINDY HILL SENIOR CENTER	1885 Windy Hill Rd Se	Smyrna GA 30080-0000	2076995	25.412
4070329078	WRIGHT PARKS PROPERTY	2661 JOHNSON-FERRY RD	Marietta GA 30062-0000	708436	1.895