



*Cobb County...Expect the Best!*

## **Award Sheet Information**

**Sealed Bid #:24 - 6802**  
**Invitation to Bid**  
**Full Service Maintenance Agreement**  
**Electrical/Mechanical and Electronic Equipment Repairs**  
**Cobb County Water System**

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CONTRACT TERMS: Basic One (1) Year Contract with Two (2) One (1) Year Options

START & ENDING DATES: February 14, 2024 – February 13, 2025

1<sup>st</sup> TERM: – February 14, 2024 – February 13, 2025

2<sup>nd</sup> TERM: – February 14, 2025 – February 13, 2026

3<sup>rd</sup> TERM: – February 14, 2026 – February 13, 2027

*Item Description and Commodity Codes are listed on the Attached Award Sheet.*

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VENDOR NAME: **Cole Technology, INC**

VENDOR #: VS0000013395

CONTACT PERSON: Christopher Crawford

EMAIL: [CC@Coleelectirms.com](mailto:CC@Coleelectirms.com)

PHONE #: 404-691-9919

FAX #: 404-472-1205

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VENDOR NAME: **Tekwell Services LLC**

VENDOR #: VS0000013933

CONTACT PERSON: Phil Alosio

EMAIL: [Palosio@tekwellservices.com](mailto:Palosio@tekwellservices.com)

PHONE #: 770-386-4668

FAX: 770-386-7167

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**Full Service Maintenance Agreement  
Electrical/ Mechanical and Elcetronic Equipment Repair**

**Sealed Bid # 24-6802**

**Award Sheet**

<b>ITEM DESCRIPTION</b>	<b>Unit of Measure</b>	<b>Cole Technology INC VS0000013395</b>	<b>Tekwell Services LLC VS0000013933</b>
Hourly Rate	Hour	\$58.95	\$66.00
Overtime Hourly Rate	Hour	\$73.95	\$99.00
Weekend/ Holiday Hourly Rate	Hour	\$73.95	\$99.00
Emergency Hourly Rate	Hour	\$73.95	\$99.00
% Markup of Parts and Materials	Hour	14.85%	20%
Crane Rental ( 4hr minimum)			
20 Ton	Hour	\$175.00	\$260.00
60 Ton	Hour	\$240.00	\$295.00

<b>Commodity Codes</b>
92961-C463
92961-C464
92961-C471
92961-C473
92961-C483
92961-C474
92961-C482



COBB COUN  
Purchasing Department

122 Waddell Street NE  
Marietta, Georgia 30060  
(770) 528-8400 • fax: (770) 528-8428  
purchasing@cobbcounty.org

Roger Ball  
Purchasing Director

LETTER OF ACCEPTANCE

February 6, 2024

Mr. Christopher Crawford  
Cole Technology, Inc  
3980 Martin Luther King Jr Dr  
Atlanta, GA 30336

Dear Mr. Crawford:

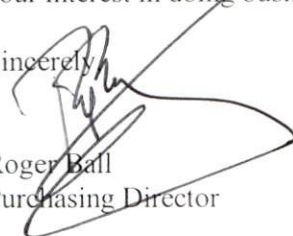
The Cobb County Purchasing Department is issuing this "Letter of Acceptance" regarding your bid submission for **Annual Contract # 24-6802 – Full Service Maintenance Agreement Electrical/Mechanical and Electronic Equipment Repairs**. This is not an official order. Purchase orders will be issued as the need arises for your commodity or service.

The "acceptance" is in accordance with the terms and conditions stipulated in the sealed bid specifications. A condition of the bid award is the vendor's agreement to extend all pricing, terms and conditions quoted herein to any Cobb County Governmental entity 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. The Purchasing Department Director's signature authorizes procurement for *said* bid.

Pricing shall remain firm beginning **February 14, 2024** to **February 13, 2025**. Upon receipt of this "Letter of Acceptance", any changes and/or deletions in pricing or terms and conditions of your offer must be in writing within thirty (30) days of the proposed change or deletion and approved by the Purchasing Director.

The Cobb County Purchasing Department anticipates a mutually rewarding business arrangement and appreciates your interest in doing business with Cobb County Government.

Sincerely,

  
Roger Ball  
Purchasing Director

cc: File



COBB COUNTY  
Purchasing Department

122 Waddell Street NE  
Marietta, Georgia 30060  
(770) 528-8400 • fax: (770) 528-8428  
purchasing@cobbcounty.org

Roger Ball  
Purchasing Director

LETTER OF ACCEPTANCE

February 6, 2024

Mr. Phil Alosio  
Tekwell Services LLC  
91 Cass Pinelog RD NE  
Cartersville, Ga 30121

Dear Mr. Alosio:

The Cobb County Purchasing Department is issuing this "Letter of Acceptance" regarding your bid submission for **Annual Contract # 24-6802 – Full Service Maintenance Agreement Electrical/Mechanical and Electronic Equipment Repairs**. This is not an official order. Purchase orders will be issued as the need arises for your commodity or service.

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Sincerely,

  
Roger Ball  
Purchasing Director

cc: File



**COBB COUNTY PROCUREMENT SERVICES DEPARTMENT**

122 Waddell Street NE  
Marietta, Georgia 30060  
(770) 528-8400 / Fax: (770) 528-8428  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
[www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)

**IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

ALL bids **MUST** be received at the Cobb County Procurement Services 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 PROCUREMENT SERVICES DEPARTMENT  
122 WADDELL STREET NE  
MARIETTA, GA 30060**

All bids shall be submitted on the Bid Proposal Form. 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 (REQUIRED)**

- ▶ 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)**

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.**



**BID SUBMITTAL FORM**

SUBMIT BID/PROPOSAL TO:  
Cobb County Procurement Services Department  
122 Waddell Street NE  
Marietta, GA 30060

**SEALED BID #: 24-6802**  
**Invitation to Bid**  
**Annual Contract**  
**Full Service Maintenance Agreement**  
**Electrical/ Mechanical and Electronic Equipment Repairs**  
**Cobb County Water System**

**DELIVERY DEADLINE: January 25, 2024 BEFORE 12:00 P.M. (NOON) EST**  
**(NO BIDS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: January 25, 2024 @ 2:00 P.M. in the Cobb County Procurement Services Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

**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:**

\_\_\_\_\_  
PRINT/TYPER NAME TITLE

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

\_\_\_\_\_

**SIGNATURE OF OFFICER ABOVE:** \_\_\_\_\_  
(SIGNATURE)

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 **24-6802**; 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 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**



**SEALED BID LABEL**

**SEALED BID ENCLOSED**

**DELIVER TO:**

**Cobb County Procurement Services  
122 Waddell Street NE  
Marietta, GA 30060**

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**SEALED BID # 24-6802      DATE: January 25, 2024**

**BIDS MUST BE RECEIVED BEFORE 12:00 P.M. (NOON)**

**DESCRIPTION:**

**Annual Contract  
Full Service Maintenance Agreement  
Electrical/Mechanical and Electronic Equipment Repairs**

**VENDOR: \_\_\_\_\_**

**LABEL *MUST* BE ATTACHED TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PROCUREMENT SERVICES DEPARTMENT  
122 WADDELL STREET NE  
MARIETTA, GA 30060

TO ALL PROSPECTIVE VENDORS:

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/proposals to those vendors who may no longer be interested in participating in our Invitation to Bid (ITB) process.

If you do not choose to respond to the attached ITB, please fill out the form below indicating if 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 submit a bid will often return the entire solicitation packet. This is not necessary, and you can return this completed form to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org).**

Thank you for your cooperation.  
Cobb County Procurement Services Department

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**"STATEMENT OF NO BID"**

**Sealed Bid Number 24-6802**

**Invitation to Bid**

**Annual Contract**

**Full Service Maintenance Agreement**

**Electrical/Mechanical and Electronic Equipment Repairs**

**Cobb County Water System**

If you do not wish to respond to the attached Invitation to Bid, **please complete this form and send to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org) or by Fax to 770-528-8428.**

I do not wish to submit a bid on this solicitation.

**I wish to be retained on the vendor list for this commodity and/or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to submit a bid: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



*Cobb County...Expect the Best!*

## **INVITATION TO BID**

**Sealed Bid # 24-6802  
Annual Contract  
Full Service Maintenance Agreement  
Electrical/Mechanical and Electronic Equipment Repairs  
Cobb County Water System**

Bid Opening Date: January 25, 2024

**Pre-Bid Conference: January 12, 2024 @ 9:30 A.M. (E.S.T.)**  
**Cobb County Water Quality Lab Training Room**  
**662 South Cobb Drive**  
**Marietta, GA 30060**

**Bids Are Received in the Cobb County Procurement Services Department**  
**122 Waddell Street NE**  
**Marietta, GA 30060**

**Before 12:00 (Noon) By the Bid Opening Date**

**Bid will be opened in the Cobb County Procurement Services Department at 2:00 P.M.**  
**122 Waddell Street NE**  
**Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, One (1) COPY(IES) AND One (1) IDENTICAL ELECTRONIC COPY ON FLASH DRIVE OF BID**

(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE:** The Cobb County Procurement Services Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposals or subsequent addenda thereto received from a source other than the Cobb County Procurement Services Department.

**Invitation to Bid  
Annual Contract  
Full-Service Maintenance Agreement  
Electrical/Mechanical and Electronic Equipment Repairs  
Cobb County Water System  
Sealed Bid #24-6802**

**Introduction**

The Cobb County Water System (“CCWS” or “County”) is soliciting bids from qualified vendors (“Vendor” or “Contractor”) that will provide a Full-Service Maintenance Agreement to inspect, service, repair, rebuild and maintain electrical/mechanical and electronic equipment such as, but not limited to, motors, drives, gearboxes, pumps, generators, breakers, transformers, blowers, electronic boards, switchgears, VFDs, PLCs, etc. This includes the Cobb County Water System Water Reclamation Facilities, Lift Stations, Fresh Water Pump Stations, and other locations as requested. Personnel from various locations will direct the work activities of the Contractor.

Bids shall be received **before 12:00 noon on January 25, 2024**, at the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060. Late bids will not be accepted.

Please submit an original, one (1) paper copy, and one (1) flash drive (containing an identical electronic copy). Flash drives must be labeled with the Vendor’s name.

Any questions concerning this bid must be submitted in writing to:

Cobb County Procurement Services Department  
122 Waddell Street NE  
Marietta, GA 30060  
Fax: 770-528-8428  
Email: [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org)

**The deadline for questions to be submitted is 5:00 PM on January 16, 2024.**

**Pre-Bid Meeting**

**A pre-bid meeting will be held at 9:30 AM on January 12, 2024, at the Cobb County Water Quality Lab Training Room, 662 South Cobb Drive Marietta, GA 30060.** Attendance is not mandatory but proposers are strongly encouraged to attend.

## SPECIFIC REQUIREMENTS

### A. Scope Of Work:

1. Contractor shall provide full service maintenance including, but not limited to, inspections, preventative/predictive maintenance, repairs, rebuilds, refurbishments, and replacements as requested by the County on motors, AC/DC drives, gear boxes, pumps, generators, breakers, transformers, blowers, PC boards, VFDs, soft starts, switchgears, and PLCs.
2. Contractor shall provide emergency and holiday service as requested by the County within a maximum response time of two (2) hours after initial contact.
3. Electrical work shall be performed under the direct supervision of an electrician with a current State of Georgia electrical license.
4. Contractor shall adhere to all applicable Federal, State, and local safety codes. Lock out/tag out and confined space entry procedures must be strictly enforced.
5. Contractor shall conform to all applicable Federal, State, and local codes, as well as all other applicable code requirements, such as;
  - a. Cobb County and State of Georgia Electrical Codes
  - b. National Electrical Codes (NEC)
  - c. Rules of the Electric Utility
  - d. Life Safety Code 101
  - e. NECA Standard of Installation
  - f. National Fire Protection Association (NFPA)
6. Contractor shall be required to announce their arrival and departure with the maintenance supervisor of the location in which the work will be performed prior to and after completion of all work.
7. Contractor must sign in and out on the log sheet provided at each facility's administration building.
8. Contractor must obtain consent from the maintenance or operations supervisor prior to any work while on site. **No Exceptions.** Contractor must log name of person authorizing the same on their service report.
9. Contractor shall be required to provide a copy of all invoices received for materials as proof of purchase.
10. All rates provided on the Bid Form shall include mileage, labor, equipment, and tools of the trade. No additional fees or charges will be allowed.
11. Contractor shall provide a service report or preventative maintenance report for each piece of equipment, such as a motor or drive, to the maintenance supervisor upon completion of work.

### B. Annual Preventative Maintenance Inspections

1. Contractor shall provide planned preventative maintenance (PM) visits on a routine basis, as agreed upon by Cobb County.
2. Contractor shall maintain a PM history and documentation of all equipment serviced.
3. Contractor shall maintain a preventative maintenance database for planned PM visits, track PM visits appropriately, and provide access of the database to Cobb County.
4. Contractor shall perform scheduled preventative maintenance tasks, such as checking, cleaning, and repairing equipment, to detect and prevent problems for equipment designated by Cobb County.
5. Contractor shall perform testing and inspection of motors, blowers, switchgear, breakers, tiebreakers, transformers, generators, pumps, and other equipment as

- requested.
6. Contractor shall calibrate instruments and equipment to manufacturer's specifications.

### **C. In Field Services**

1. Contractor shall perform field service repairs that consist of multiple facets of disciplines associated with motors, drives, pumps, generators, transformers, etc. to include alignment, mechanical and laser, services.

### **D. Shop Services**

Shop services may be required when repairs cannot be performed in the field.

Contractor shall:

1. Provide transportation of equipment to and from shop for repairs
2. Provide all necessary tools and equipment to repair motors, drives, gearboxes, pumps, generators, breakers, transformers, blowers, electronic boards, switchgears, VFDs, PLCs, etc. which may consist of the following:
  - A. Complete disassembly and assembly
  - B. Clean up and inspection of all components
  - C. Installation of new components
  - D. Burnout
  - E. Curing
  - F. Vacuum pressure impregnation
  - G. Dip tanks
  - H. Coil winding
  - I. Lamination repair/replacement
  - J. Rotor repair/replacement
  - K. Load Testing
  - L. Balancing
  - M. Alignment, mechanical and laser
  - N. Reface, ream, polish, and machine parts to specified tolerances.

### **E. Removal, Transportation, And Reinstallation**

This agreement shall include all facets of dismantling, pulling, transporting to and from, and reinstalling equipment on-site, to, and from Contractor's local shop.

### **F. Parts and Materials**

Contractor shall provide parts and materials for motors, AC/DC drives, gear boxes, pumps, generators, breakers, transformers, blowers, PC boards, VFDs, soft starts, switchgears, and PLCs, to complete work.

### **G. Mobile Service**

Contractor shall provide a fully equipped mobile workshop for emergency and non-emergency on-site repair and or refurbishment of equipment.

## H. General Services

The Contractor shall perform the following additional services as requested by Cobb County:

1. Assemble electrical parts, such as alternators, generators, starting devices, and switches.
2. Reassemble repaired electric motors to manufacturer's requirements and ratings.
3. Reassemble and test equipment after repairs.
4. Repair and rebuild defective mechanical parts in electric motors, generators, and related equipment.
5. Wind new coils on armatures of generators and motors.
6. Rewind coils on core while core is in slots, or make replacement coil, using coil-winding machine.
7. Install coils.
8. Inspect and test electric meters, relays, and power, to detect cause of malfunction and inaccuracy.
9. Rewire electrical systems and repair or replace electrical accessories.
10. Install, secure, and align parts.
11. Replace defective parts, such as coil leads, carbon brushes, and connecting wires.
12. Test for overheating.
13. Locate, remove, and repair circuit defects such as blown fuses or malfunctioning transistors.
14. Set up and test equipment to ensure that it functions properly.
15. Test faulty equipment to diagnose malfunctions of electronic units and systems.
16. Repair and adjust equipment, machines, and defective components, replacing worn parts such as gaskets and seals in watertight electrical equipment.
17. Inspect components of industrial equipment for accurate assembly and installation and for defects such as loose connections and frayed wires.
18. Analyze test data in order to diagnose malfunctions, to determine performance characteristics of systems, and to evaluate effects of system modifications.
19. Construct, test, maintain, and repair substation relay and control systems.
20. Consult manuals, schematics, and wiring diagrams to troubleshoot and solve equipment problems and to determine optimum equipment functioning.
21. Inspect and test equipment and circuits to identify malfunctions or defects, using wiring diagrams and testing devices such as ohmmeters, voltmeters, or ammeters.
22. Open and close switches to isolate defective relays; then perform adjustments or repairs.
23. Repair, replace, and clean equipment and components such as circuit breakers, brushes, and commutators.
24. Disconnect voltage regulators, bolts, and screws, and connect replacement regulators to high-voltage lines.
25. Maintain inventories of spare parts for equipment, requisitioning parts as necessary.
26. Solder, wrap, and coat wires to ensure proper insulation.
27. Replace broken and defective parts.
28. Cut insulating material to fit slots on armature core and place material in bottom of core slots.
29. Test armatures and motors to ensure proper operation.
30. Splice and connect cable from meter or current transformer to pull box or switchboard

- to provide power.
31. Coordinate all work with Cobb County facility supervisors.
  32. Consult with Cobb County supervisors and engineers to plan layout of equipment and to resolve problems in system operation and maintenance.
  33. Disassemble and dismantle equipment, and take to specialized repair shop for repair.
  34. Install repaired equipment.
  35. Determine feasibility of using standardized equipment, and develop specifications for equipment required to perform additional functions.
  36. Develop or modify industrial electronic devices, circuits, and equipment according to available specifications.
  37. Record repairs required, parts used, and labor time.
  38. Grinding, welding, and replacement of parts and machining parts as needed.
  39. Full range operational checks.
  40. Provide technical support, engineering services, and training services as requested

## I. Training Services

Contractor shall provide a minimum of two (2), six (6) hour classes for thirty-six (36) CCWS maintenance technicians without additional charge. Training shall cover Electrical/Mechanical and Electronic Equipment related topics such as troubleshooting electrical and electronic equipment, preventative maintenance, and current electrical safety regulations. Classes shall be completed within 180 days of implementation of the contract and continued every other year. Classes shall be approved by the GAWP and Georgia Secretary of State for continuing education in Water/Wastewater Maintenance.

## J. Locations

### Plants

Noonday WRF – 415 Shallowford Road, Kennesaw, GA 30144  
 Northwest WRF – 3740 Old 41 Highway, N.W., Kennesaw, GA 30144  
 R.L. Sutton WRF – 5175 South Atlanta Road, Smyrna, GA 30080  
 South Cobb WRF – 490 Lee Industrial Boulevard., Austell, GA 30168

<b>Pump Station Waste Water</b>	<b>Street Address</b>	<b>City</b>	<b>Zip</b>
Abbott's Cove	2670 Abbott's Glen Way	Acworth	30101
Acworth Beach	4342 Seminole Drive	Acworth	30101
Allatoona Beach	5115 Allatoona Drive	Acworth	30101
Bishop Green	1858-A Bishop Lake Road	Marietta	30062
Bishop Lake	4556 Bishop Lake Road	Marietta	30062
Brookstone #3	5786 Ford Road	Acworth	30101
Clark Creek	4981 Hamby Road	Acworth	30102
County Line	2705 County Line Road	Acworth	30101
Defoors Farms	4284 Defoors Farm Trail	Powder Springs	30127
Falcon Crest	2688-A Raven Trail	Marietta	30066
Gold Branch	6142 Lower Roswell Road	Marietta	30068
Highland Pointe	4529 Forest Peak Circle	Marietta	30066
Highland Ridge	4737 Outlook Way	Marietta	30066



Howell Farms	4565 Howell Farms Road	Acworth	30101
Indian Creek	4930-A Keota Run	Roswell	30075
Marina Trace	1062 Taso Trail	Acworth	30101
Mars Hill	3950 Mars Hill Road	Acworth	30101
Pickett's Mill	6323 Woodlore Drive	Acworth	30101
Plant Atkinson	4964 Plant Atkinson Road	Smyrna	30080
Proctor Creek	3740 Highway 293	Acworth	30101
Rubes Creek	1600 Jamerson Road	Marietta	30066
Saint Lyonn	960 Saint Lyonn Court	Marietta	30068
Six Flags	8110 Troon Circle	Austell	30168
Sweetwater	1225 Blairs Bridge Road	Lithia Springs	30122
Tanyard Creek	4937 Cherokee Street	Acworth	30101
West Cobb Police	4640 Dallas Highway	Powder Springs	30127
West Hampton #1	3557-A West Hampton Drive	Marietta	30064
West Hampton #2	175 Westwood Drive	Marietta	30064
Willeo Creek	Timber Ridge Rd & Lower Roswell	Marietta	30068
Wood Valley	Dewberry Circle	Acworth	30101

<b>Pump Station Fresh Water</b>	<b>Street Address</b>	<b>City</b>	<b>Zip</b>
Austell Tank	154-A Privette Road	Marietta	30008
Brushy Mountain	1751 Noonday Church Road	Marietta	30062
Brushy Mountain	1682 Noonday Church Road	Marietta	30062
Hawk Trace	2732 Hawk Trace	Marietta	30062
Lost Mountain	4845 Dallas Highway	Powder Springs	30127
Lost Mtn Standpipe	510 Schofield Drive	Powder Springs	30121
Lost Mountain Tank	510 Schofield Drive	Powder Springs	30121
Lynhurst	3340 Lynhurst Drive	Marietta	30062
Pine Mountain	1446 Beaumont Drive	Kennesaw	30152
Sweat Lower	4255 Sandy Plains Road	Marietta	30066
Sweat Tank 1	4551 High Rock Terrace	Marietta	30066
Sweat Upper Pump	4551 High Rock Terrace	Marietta	30066
Tauber Way	501-A Tauber Way	Marietta	30064
Sweat Mtn Upper Tank	2946-A Summitop Road	Marietta	30066

## **SPECIAL TERMS AND CONDITIONS**

### **I. Contract Period:**

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

### **II. Pricing:**

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

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

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

### **III. Option to Extend the Term of Contract:**

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

# Cobb County General Instructions for Bidders, Terms and Conditions

## I. Preparation of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site ([www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)), and on the Georgia Procurement Registry, 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 January 16, 2024** 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

122 Waddell Street NE

Marietta, GA 30060

Fax: 770-528-8428

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.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing). Receipt of addenda shall 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. **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.

Except as otherwise provided by law, information submitted by a bidder in the bidding process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified with the appropriate affidavit as required by the Georgia Open Records Act. Marking an entire bid as proprietary will be neither accepted nor honored.

**Each Bidder is required to keep the contents of their bid confidential once it is submitted until the award to the successful Bidder is made. Releasing any information regarding the proposal to third parties or the media prior to the conclusion of the award process will be immediate grounds for the County to reject the bid as non-responsive.**

## **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

### A. Requirement

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### B. Minimum Limits of Insurance

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 per claim and in the aggregate is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).

- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

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

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

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

i. General Liability, Automobile Liability, and Umbrella/Excess Insurance

- (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of

activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (b) **Primary Insurance Requirement.** The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) **Separate Coverage.** Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) **Defense Costs/Cross Liability.** Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

ii. **Waiver of Subrogation Endorsement – Workers' Compensation and Employers' Liability Coverage**

- (a) The insurer shall agree to waive all rights of subrogation against Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents for losses arising from work performed by the Contractor for the Owner under the Contract.
- (b) Provide a separate endorsement for the policy, signed by the authorized agent and citing individual policy number.

iii. **Notice of Cancellation Endorsements – General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation**

- (a) Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County Water System /Operations, 680 South Cobb Drive, Marietta, GA 30060-3105. Owner reserves the



right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

- (b) Provide a separate endorsement for each policy, signed by the authorized agent and citing individual policy numbers.
  - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents.
- iv. Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form. The summary table shown below in paragraph 4.C can serve as a checklist to confirm the submittal of all required endorsements.
  - v. Contractor's Property and Equipment. The Contractor is responsible for insuring its own property and equipment.

E. Acceptability

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

F. Verification of Coverage

- i. Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all insurance coverages and provisions required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Prior to the expiration of any coverage, the contractor shall provide the Owner with a new certificate(s) and endorsements to the policy(ies) evidencing the insurance coverage(s) and provisions required by this Contract have been renewed or replaced.
- ii. The insurance certificate must provide the following:
  - 1. Name and address of authorized agent.

2. Name and address of insured.
  3. Name of insurance company(ies).
  4. Description of policies.
  5. Policy number(s).
  6. Policy period(s).
  7. Name and address of Owner as Certificate Holder (see Subsection iv below).
  8. Bid Title and Bid Number.
  9. Signature of authorized agent.
  10. Telephone number of authorized agent.
- iii. The required endorsements to be submitted are summarized in the following table:

**ENDORSEMENT SUMMARY TABLE**

<b>Type of Insurance</b>	<b>Endorsement</b>
General Liability	Owner, etc. as Additional Insured
General Liability	Notice of Cancellation
Automobile Liability	Owner, etc. as Additional Insured
Automobile Liability	Notice of Cancellation
Umbrella Liability	Owner, etc. as Additional Insured <sup>1</sup>
Umbrella Liability	Notice of Cancellation <sup>1</sup>
Workers' Compensation	Waiver of Subrogation
Workers' Compensation	Notice of Cancellation

<sup>1</sup>Declarations pages may be submitted for Umbrella policies.

- iv. The Certificate Holder must be shown as:

Cobb County, Georgia  
 Attention: Cobb County Water System/Operations  
 680 South Cobb Drive  
 Marietta, GA 30060-3105

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

**X. Award**

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not accepted. 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 the bids received in the County's sole discretion and best interest.

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.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

## **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**

Upon submitting a bid in response to an ITB 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 that the successful bidder(s) shall enter into a contract that is substantially the same as the Sample Contract unless modified by agreement of the parties. If any exceptions are taken to any part of the Sample Contract, each exception must be stated in detail and submitted as part of the bid document. If no exceptions are stated, it is assumed that the bidder fully agrees to the Sample Contract in its entirety. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the County reserves the right to make changes to the Sample Contract. In no event is a bidder to submit its own standard contract terms and conditions as a response to this ITB.

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.

Each bid is received with the understanding that selection as the successful bidder by the County does not constitute a written contract between the successful bidder and the County, but 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 upon execution of a written contract with the County authorized by the County Board of Commissioners and signed by the Chairman. Once a contract is executed by the proper authorities for each party, the County, on its part, may order from such contractor, and except for cause beyond reasonable control, pay for, at the agreed prices, all articles specified and delivered.

## **XV. Non-Collusion**

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

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of

restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

## **XVI. Conflict of Interest, Etc.**

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

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

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

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless 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 successful Bidder will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision.

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**

By submitting a Bid, the Bidder hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Bid hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Bidder or its agents, employees, associates, subcontractors or others working at the direction of Bidder. This indemnification obligation survives beyond the submission date of the Bid and the dissolution or, to the extent allowed by law, the bankruptcy of the Bidder.

### **XXV. Indemnification and Hold Harmless**

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation

does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXIV.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXIV shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

## **XXVI. Confidentiality**

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

## **XXVII. Small and Minority Business Participation**

Cobb County Government encourages the participation of all businesses in offering their products and services with the goal of fairly and competitively procuring those products and services at the most reasonable cost. To that end, the County seeks to foster minority and women-owned business, and small business, opportunities in the award and implementation of contracts. The County seeks to build a diverse, inclusive, and



prosperous group of suppliers who can effectively compete in business while obtaining quality goods and services in a competitive, efficient and non-discriminatory manner.

### **XXVIII. 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.

**XXIX. Compliance with Georgia Security and Immigration Compliance Act  
PROCEDURES & REQUIREMENTS**  
*(Effective 09-20-2013 - 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 – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.**

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

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

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

\_\_\_\_\_  
EEV (E-Verify) Program 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 \_\_\_\_\_, 202\_\_

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

*Effective 09-20-2013*

**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 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 \_\_\_\_\_, 202\_\_

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

*Effective 09-20-2013*

**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-9s 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 \_\_\_\_\_, 202\_

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

*Effective 09-20-2013*

**Bid Form  
Annual Contract**

**Full Service Maintenance Agreement  
 Electrical/Mechanical and Electronic Equipment Repairs  
 Cobb County Water System  
 Sealed Bid #24-6802**

**Rate Schedule:**

Hourly Rate	\$ _____ per hour
Overtime Hourly Rate * <sup>1</sup>	\$ _____ per hour
Weekend/Holiday Hourly Rate * <sup>2</sup>	\$ _____ per hour
Emergency Hourly Rate * <sup>3</sup>	\$ _____ per hour
% Markup of parts and materials	_____ %

**Crane Rental**

_____ Ton:	\$ _____ per hour
_____ Ton:	\$ _____ per hour
	_____ Hour minimum

***Regular Hourly Rate applies from 7:00 a.m. until 4:00 p.m. Monday -Friday***

- \*<sup>1</sup> Overtime Hourly Rate customarily applies from 5:00 p.m. until 7:00 a.m.
- \*<sup>2</sup> Weekend Hourly Rates vary from company to company. If weekend rate is different than daily hourly rate provide a rate; if not, write the letters NA on the line for \$ per hour. Holiday shall be defined as approved Cobb County holidays as defined on [www.cobbcounty.org](http://www.cobbcounty.org).
- \*<sup>3</sup> Emergency Hourly Rate applies when Contractor is called in for an emergency repair by Maintenance Supervisor during Overtime Hours and must be onsite within two (2) hours.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Contact Persons:

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Email: \_\_\_\_\_

Service Requests: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Billing/Invoicing: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Email: \_\_\_\_\_

Major Work Experience in a Wastewater or Water Reclamation Facility:

1. Name of Municipality, County, City, or Private

Industry \_\_\_\_\_

Facility Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

2. Name of Municipality, County, City, or Private

Industry \_\_\_\_\_

Facility Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. Name of Municipality, County, City, or Private

Industry \_\_\_\_\_

Facility Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. Name of Municipality, County, City, or Private

Industry \_\_\_\_\_

Facility Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_