



**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/procurement-services](http://www.cobbcounty.org/procurement-services)

**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 #: 25-6865**

**Invitation to Bid**

**Annual Contract**

**Electrical Maintenance Services**

**Cobb County Water System**

**DELIVERY DEADLINE: December 12, 2024, BEFORE 12:00 P.M. (NOON) EST**

**(NO BIDS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: December 12, 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/TYPE 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 **25-6865**; 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 # 25-6865      DATE: December 12, 2024**

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

**DESCRIPTION: Electrical Maintenance Services**

**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 [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org).**

Thank you for your cooperation.  
Cobb County Procurement Services Department

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**"STATEMENT OF NO BID"**

**Sealed Bid Number 25-6865**

**Invitation to Bid**

**Annual Contract**

**Electrical Maintenance Services**

**Cobb County Water System**

If you do not wish to respond to the attached Invitation to Bid, **please complete this form and send to [procurementservices@cobbcounty.org](mailto:procurementservices@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 # 25-6865  
Annual Contract  
Electrical Maintenance Services  
Cobb County Water System**

Bid Opening Date: December 12, 2024

**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 AND ONE (1) IDENTICAL  
ELECTRONIC COPY ON FLASH DRIVE OF BID LABELED WITH COMPANY NAME**

(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  
Electrical Maintenance Services  
Cobb County Water System  
Sealed Bid #25-6865**

**INTRODUCTION**

Cobb County (“County” or “Owner”) is seeking a qualified contractor to provide electrical maintenance services for the Cobb County Water System. The Water System, including its Water Reclamation Facilities and pump stations requires a qualified contractor capable of providing both industrial and commercial electrical maintenance services. The work will involve electrical service from the utility provider’s sub-station with distributions throughout an advanced municipal wastewater treatment complex. The bid shall include all associated cost for equipment, mobilization and personnel for the electrical services provided and provide a percentage of markup for the purchase of parts, components and other items which must be approved by the Cobb County Water System.

Bids shall be received before **12:00 PM on December 12, 2024**, at the Cobb County Procurement Services Department located at 122 Waddell Street NE, Marietta, Georgia, 30060. Late bids will not be accepted.

Contractors are to submit an original, one (1) copy and one (1) flash drive (containing an identical electronic copy labeled with contractor’s name and bid number).

**Written inquiries regarding this Invitation to Bid must be addressed 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 December 3, 2024.**

**SCOPE OF WORK**

1. Contractor shall provide electrical maintenance services, including but not limited to, inspections, repairs, preventative maintenance; supply and installation of electrical systems, components, and equipment; and preparation of as-built records of all repairs.
2. Contractor shall provide electrical maintenance services at an hourly rate. All other costs (except parts and materials) such as mileage, transportation, shipping/freight, supplies, environmental fee, and mobilization charges shall be included in the hourly rate amount. Standard industry equipment, apparatuses and tools shall be included in the hourly rate amount. Provide markup percentage for contractor to supply materials, as needed.

3. Contractor agrees to price any required rental equipment items at a pass-through rate (plus a percent markup not to exceed 10%). All rental items must be pre-approved by facility management or authorized representative.
4. Contractor shall provide a 24-hour emergency phone number and email for emergency service calls. The contractor shall be prepared to respond to such emergency requests by phone or email. The contractor shall respond to the County within one (1) hour of the request and shall be onsite for such emergency requests for repairs within two (2) hours from the time of the initial service request.
5. All work shall be performed by or under the direct supervision of a licensed or certified electrician.
6. The Contractor shall perform with his own organization not less than one-half of the Work and shall not sublet to one subcontractor more than one-third of the Work without the previous written consent of the Owner. The Contractor shall obtain the Owner's written consent of all subcontractors who will perform subcontract work.
7. All applicable safety codes and procedures will be adhered to in performance of Work. Lockout/tagout procedures will be followed and personal protective safety equipment will also be worn.

## **Experience**

1. Contractor shall submit a brief company history of providing the specified services.
2. Contractor shall provide a brief description of its service facilities and the work performed there.
3. Contractor shall provide a description of its work force, including number of skilled personnel and their length of service with the company. Contractor shall also provide proof of certification(s) of its key employees who will be doing electrical work.

## **Work Schedule**

1. Normal Cobb County business hours are 7:00 A.M. to 3:30 P.M., Monday through Friday; however, many County facilities operate twenty-four (24) hours per day, year-round, with operating personnel on duty. Contractor may be allowed access during times other than the above hours with prior approval.
2. Work shall be performed during normal business hours unless emergency services have been requested and approved by the facilities superintendent or authorized representative. Overtime/Weekend/Holiday pay rates must be preapproved by the County.
3. Contractor shall coordinate activities with the Owner to minimize disruption of the facility's operation.

4. Contractor must sign in and out when performing work at all County facilities. All work at pump stations shall be coordinated with the Cobb County Central Maintenance Superintendent or authorized representative.

### **Cobb County Locations for Electrical Maintenance Services**

#### **Water Operations Complex**

680 South Cobb Drive Marietta, GA 30060 (Various Buildings)  
660 South Cobb Drive Marietta, GA 30060 (Main Offices)  
662 South Cobb Drive Marietta, GA 30060 (Water Quality Lab)  
688 South Cobb Drive Marietta, GA 30060 (Stormwater Building)

#### **Water Reclamation Facilities**

Northwest WRF - 3740 Old 41 Highway N.W. Kennesaw, GA 30144  
South Cobb WRF – 545 Rowland Rd., #499 (formerly 490 Lee Industrial Blvd.), Austell, GA 30168  
Noonday Creek WRF - 415 Shallowford Road Kennesaw, GA 30144  
RL Sutton WRF - 5175 South Atlanta Road, Atlanta, GA 30339

#### **Pump Stations**

There are 38 lift stations throughout the County that are associated with the four (4) Water Reclamation Facilities. Coordination for repair services performed at pump stations is managed by the respective Water Reclamation Facility. Specific locations can be obtained from each plant.



## **SPECIAL TERMS AND CONDITIONS**

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

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

### **II. Pricing:**

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

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

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

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

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

# **Cobb County General Instructions for Bidders, Terms and Conditions**

## **I. Preparation of Bids**

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

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

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

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site ([www.cobbcounty.org/procurement-services](http://www.cobbcounty.org/procurement-services)), 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 December 3, 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 Procurement Services Department  
122 Waddell Street NE  
Marietta, GA 30060  
Fax: 770-528-8428  
Email: [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org)

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Procurement Services web site: <http://www.cobbcounty.org/procurement-services> 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 Procurement Services 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 Procurement Services 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 Procurement Services 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-form 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 Procurement Services Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Procurement Services Director, shall constitute authority for the Procurement Services 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 Procurement Services 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 Procurement Services 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 Procurement Services 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 Procurement Services 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 Procurement Services Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Procurement Services 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:

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

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**  
**Electrical Maintenance Services**  
**Cobb County Water System**  
**Sealed Bid #25-6865**

ITEM NO.	ITEM DESCRIPTION	COST
1	Electrical Technician Labor Rate	\$ _____/Hour
1a	Technician Overtime Rate	\$ _____/Hour
1b	Technician Weekend/Holiday Rate	\$ _____/Hour
1c	Technician Emergency Rate	\$ _____/Hour
1d	Technician Inspection Charge	\$ _____/Hour

2	Licensed Electrician Labor Rate	\$ _____/Hour
2a	Licensed Electrician Overtime Rate	\$ _____/Hour
2b	Licensed Electrician Weekend/Holiday Rate	\$ _____/Hour
2c	Licensed Electrician Emergency Rate	\$ _____/Hour
2d	Licensed Electrician Inspection Charge	\$ _____/Hour

3	Electrical Laborer/Helper Labor Rate	\$ _____/Hour
3a	Electrical Laborer/Helper Overtime Rate	\$ _____/Hour
3b	Electrical Laborer/Helper Weekend/Holiday Rate	\$ _____/Hour
3c	Electrical Laborer/Helper Emergency Rate	\$ _____/Hour
3d	Electrical Laborer/Helper Inspection Charge	\$ _____/Hour

4	Parts Cost Mark-Up (Not to Exceed 20%)	_____ %
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5	Rental Equipment Cost Mark-Up (Not to Exceed 10%)	_____ %
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**DEFINITIONS:**

1. **Technicians** – Installs, maintains, and repairs the more advanced electronics in alternate power systems such as the electronic control systems, the instruments to measure and monitor the electrical power supply and components, and the failsafe measures to prevent damage or failure.
2. **Licensed Electrician** – Electrician licensed by the State of Georgia as an Electrical Contractor, Class II.
3. **Electrical Laborer/Helper** – Certified Electrician or Employee working under direct supervision of a Georgia Licensed Electrical Contractor.

\*Hourly Rate applies from 7:00 a.m. until 3:30p.m. Monday -Friday

\*Overtime Hourly Rate applies from 3:30p.m. until 7:00 a.m. Monday - Friday

\*Weekend Hourly Rates applies from 3:30 p.m. Friday until 7:00 am Monday

\* Emergency Hourly Rate applies when contractor is called in for an emergency repair and must be onsite within two hours.



*Cobb County...Expect the Best!*

## **Award Sheet Information**

**Sealed Bid #: 25 - 6865**  
**Invitation to Bid**  
**Annual Contract**  
**Electrical Maintenance Services**  
**Cobb County Water System**

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**CONTRACT TERMS: Initial one (1) year term with two (2) one (1) year renewal options.**

**START & ENDING DATES:** January 4, 2025 – January 3, 2026

**1<sup>st</sup> TERM:** – January 4, 2025 – January 3, 2026

**2<sup>nd</sup> TERM:** – January 4, 2026 – January 3, 2027

**3<sup>rd</sup> TERM:** – January 4, 2027 – January 3, 2028

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

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**VENDOR NAME: Capital City Electrical Services, LLC**

**VENDOR #: VS0000011399**

**CONTACT PERSON:** Chris Wells

**EMAIL:** Chris.Wells@ccelect.com

**PHONE #:** 770-821-6099

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**VENDOR NAME: PCM Electrical Contractors, Inc**

**VENDOR #: 0016229**

**CONTACT PERSON:** Steve McGuire

**EMAIL:** PCMelect@bellsouth.net

**PHONE #:** 770-795-8800



<b>Electrical Maintenance Services</b>				
<b>Sealed Bid #25-6865</b>				
<b>Award Sheet</b>				
<b>ITEM DESCRIPTION</b>	<b>Per Hour</b>	<b>Capital City Electrical Services, LLC VS0000011399</b>	<b>PCM Electrical Contractors, Inc 0016229</b>	<b>Commodity Code</b>
<b>Electrical Laborer</b>				
Electrical Technician Labor Rate	Hr	\$70.00	\$85.00	93625-C067
Technician Overtime Rate	Hr	\$105.00	\$110.00	93625-C068
Technician Weekend/ Holiday Rate	Hr	\$105.00	\$110.00	93625-C069
Technician Emergency Rate	Hr	\$105.00	\$110.00	93625-C070
Technician Inspection Charge	Hr	\$70.00	\$85.00	93625-C066
<b>Licensed Electrician</b>				
Licensed Electrical Labor Rate	Hr	\$70.00	\$65.00	93625-C050
Licensed Electrical Overtime Rate	Hr	\$105.00	\$80.00	93625-C051
Licensed Electrical Weekend/ Holiday Rate	Hr	\$105.00	\$110.00	93625-C052
Licensed Electrical Emergency Rate	Hr	\$105.00	\$110.00	93625-C060
Licensed Electrical Inspection Charge	Hr	\$70.00	\$65.00	93625-C071
<b>Electrical Laborer/Helper</b>				
Electrical Laborer/ Helper Labor Rate	Hr	\$60.00	\$50.00	93625-C053
Electrical Laborer/ Helper Overtime Rate	Hr	\$90.00	\$65.00	93625-C054
Electrical Laborer/ Helper Weekend/ Holiday Rate	Hr	\$90.00	\$80.00	93625-C055
Electrical Laborer/ Helper Emergency Rate	Hr	\$90.00	\$80.00	93625-C061
Electrical Laborer/ Helper Inspection Charge	Hr	\$60.00	\$50.00	93625-C066
Parts Cost Mark-up (Not to Exceed 20%)		20%	15%	93625-C072
Rental Equipment Cost Mark-Up (Not to Exceed 10%)		10%	10%	93625-C073



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**

December 20, 2024

Mr. Chris Wells  
Capital City Electrical Services LLC  
1346 Oakbrook Dr  
Suite 170A  
Norcross, GA 30093

Dear Mr. Wells:

The Cobb County Procurement Services Department is issuing this "Letter of Acceptance" regarding your bid submission for **Sealed Bid # 25-6865 – Electrical Maintenance Services**. 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 Procurement Services Department Director's signature authorizes procurement for *said* bid.

Pricing shall remain firm beginning **January 4, 2024**, to **January 3, 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 Procurement Services Director.

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

Sincerely,



Roger Ball  
Procurement Services Director

cc: Keith Kellett/ Erin Feichtner    File



*Electrical Construction – Service – Residential – Preventative Maintenance – Voice – Data – Video – Security – Design & Installation*

We are pleased to provide our electrical service rates as follows:

**Service Work Performed on a “Time & Material” Basis**

**Regular Labor**

Monday through Friday – 7:00 a.m. to 5:00 p.m.

Electrician Per Hour \$117.00

Helper Per Hour \$75.00

**Afterhours Labor**

Monday through Friday – 5:00 p.m. to 7:00 a.m.

Electrician Per Hour \$175.50

Saturday & Sunday – All Day

Helper Per Hour \$112.50

**Double-Time Labor**

Holidays

Electrician Per Hour \$234.00

Helper Per Hour \$150.00

**Bucket Truck or Ladder Truck**

Time & Material; 2-man aerial truck crew

Electrician Per Hour \$117.00

Helper Per Hour \$75.00

Truck Per Hour \$45.00

**Infrared Testing**

Testing services include a detailed inventory of electrical equipment, infrared scanning of equipment, formal report indicating potential problem areas (hotspots), National Electrical Code violations, and suggested repairs. Time & Material rates listed above plus:

IR Camera Per Day \$350.00

IR Camera Per Day \$1,500.00

**Power Quality Testing**

Testing services include monitoring electrical characteristics of a specific circuit for a period of time to produce a formal report indicating sags, swells, harmonic distortion, etc. Time & Material rates listed above plus:

PQM Per Day \$135.00

To request service-related work during normal business hours, please call (770) 821-6099 or email [service@ccelect.com](mailto:service@ccelect.com).

We always have a technician on-call 24 hours a day, 7 days a week.

For after-hour emergencies, call (770) 821-6099 and select option #2.

Our on-call technician will be promptly notified to respond to your emergency.

**A CONSTANT CURRENT OF EXCELLENCE**

1346 Oakbrook Drive Suite 170A Norcross, GA 30093 | (770) 821-6099 | [WWW.CCELECT.COM](http://WWW.CCELECT.COM)