

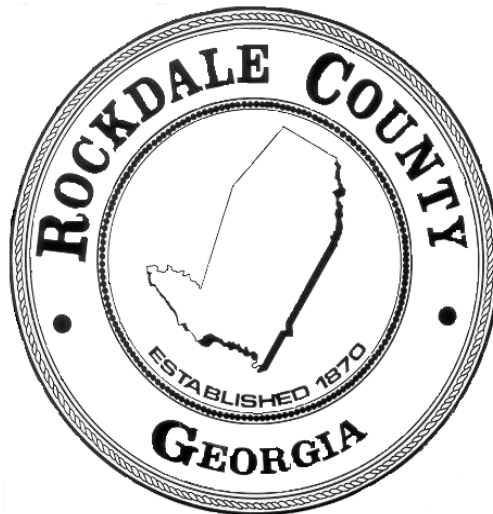
INVITATION TO BID (ITB)

No. 15-38

ROCKDALE COUNTY, GEORGIA

October 5, 2015

UNDERWATER INSPECTION OF THE JACK TURNER DAM



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 MILSTEAD AVENUE
CONYERS, GA 30012
770-278-7552**

**UNDERWATER INSPECTION OF THE JACK TURNER DAM INSERT PROJECT
INVITATION TO BID (ITB) No. 15-38**

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INTRODUCTION:

This is an Invitation to Bid (ITB) to procure services for the **Underwater Inspection of the Jack Turner Dam in Rockdale County**. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the Procurement Officer at the following address:

Rockdale County Finance Department
Attn: Tina Malone, CPPO, CPPB
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7552, Fax (770) 278-8910
E-mail: tina.malone@rockdalecounty.org

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

BID COPIES FOR EVALUATION:

Three (3) hard copies and one (1) original hard copy and one (1) CD's in Adobe PDF format will be required for review purposes. (*With the original clearly marked "Original" and the Copies clearly marked "Copies."*). CD's that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your disk(s) to ensure that they have the appropriate material on it before submitting.

All bid materials must be completed and enclosed in a sealed envelope prior to submittal. The ITB number (XXXXX) must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

CONTRACT TERM:

The contract will be for thirty (30) days from date of Notice to Proceed.

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, November 12, 2015**. Bids received after this time will not be accepted.

PRE-BID CONFERENCE:

There will be a **MANDATORY** Pre-Bid Conference held at the Administration Building, 958 Milstead Avenue, 1st Floor, Room 106, Conyers, GA 30012, **at 10:00 a.m., local time, Monday, October 26, 2015**. **Site visit will follow immediately after this meeting**. Any questions and/or misunderstandings that may arise from this ITB must be submitted in writing and forwarded to the Procurement Officer at the above address or by email. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. **Any contractor**

who intends to submit a Bid is required to attend this meeting.

QUESTIONS AND CLARIFICATIONS:

Any questions and/or misunderstandings that may arise from this ITB must be submitted in writing and forwarded to the Purchasing Department at the above address or by email. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. You should submit your questions and/or requests for clarifications about this ITB no later than **2:00 p.m., local time, on Wednesday, November 4, 2015**. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecounty.org, Bids, RFPs and Announcements/Current Bids. **It is the bidder's responsibility to check the County's website for any addenda that may be issued, prior to submitting a bid for this ITB .**

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this ITB will be issued in an addendum and posted to the County's website at www.rockdalecounty.org, Bids, RFPs and Announcements/Current Bids. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

Bidders should check the website at www.rockdalecounty.org, Bids, RFPs and Announcements/Current Bids frequently during the process to verify that they have received all issued addenda. Bidders have the responsibility of making sure that they have received all issued addenda.

QUALIFICATIONS OF BIDDERS:

Bidders must have a current business license from their home office jurisdiction and provide a copy of that license with the submittal of their bid response. Rockdale County vendors doing business in Rockdale County must have a current Rockdale County Business License.

Bids from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Bidders are to submit at least (3) three references from projects with similar experience.

ESCALATION CLAUSE:

During the life of the contract, if the successful bidder requests a price increase, the successful bidder shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g. factory) increases, as and if prices are changed. Furnish also a list of his/her supplier's (e.g. factory) prices that had been in effect during bidder's earlier prices; so that County can see the difference. Price change will be in effect only after receipt and approval of one copy of these price lists, (or catalogs), by the Rockdale County Purchasing Department. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) are to be submitted to Purchasing Department, P.O. Box 289, Conyers, GA 30012. All price increases will require Board of Commissioners approval as a change order to the contract.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

TORT IMMUNITY:

No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

PROPRIETARY INFORMATION:

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

AWARD OF CONTRACT:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

QUANTITIES:

The quantities listed in the Bidders Response Schedule are provided as an estimate for bid purposes. The County will not be obligated to quantities beyond actual needs.

SELECTION PROCESS:

The Rockdale County Procurement Office and/or Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose bid represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all bids if such action is in the county's interest.

Rockdale County may evaluate bids and award a contract without discussions with offerors. Therefore, the offeror's initial bid should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

INSURANCE:

The Company shall maintain in full force and effect the following insurance during the term of the Agreement.

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
General Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

BONDS:

N/A

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this ITB must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the ITB package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bid and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitations to Bid. A copy of the Policy may be downloaded from the County website at www.rockdalecounty.org, under Finance/Purchasing.

The Local Vendor Preference Policy will apply to this ITB.

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

Policy #R-2015-08 includes the following language:

The Rockdale County Board of Commissioners only purchases energy star rated equipment and appliances that are economically responsible and reduce resource consumption and waste within federal, state, and local laws. The County will only purchase recycled copy, computer, and fax paper with at least 30 percent recycled content.

A copy of the policy may be viewed and downloaded by visiting the website at www.rockdalecounty.org, Bid Announcements, and scrolling down to the bottom of the page.

GENERAL INFORMATION:**RECEIPT OF BID:**

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BID:

A bidder may withdraw his bid before the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF BID:

Rockdale County may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. Rockdale County shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:

By submitting a bid, the bidder represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

GOVERNING LAWS:

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

ERRORS AND OMISSIONS:

The vendor shall not take advantage of any errors or omissions in this Bid Request, and shall promptly notify Rockdale County of any omissions or errors found in this document.

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following ITB# **15-38** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Telegraphic or Facsimile bids will not be accepted.
10. 1No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

Federal I.D. #58-6000882
Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidders shall state delivery time after receiving order.
14. Bidders shall identify any subcontractors, and include an explanation of the service or product that they may provide.

BID SPECIFICATIONS:

Project Name: Underwater Inspection of the Jack Turner Dam

Project Location: Randy Poynter Reservoir/Black Shoals Lake, Loganville, Georgia
Latitude: 33°43'46.01"N Longitude: 83°56'11.95"W

The specifications are as follows and on the attached pages:

General:**PART 1 - GENERAL DESCRIPTION OF WORK**

The services to be provided under this contract shall include, but not be limited to:

Underwater narrated video inspection and technical summary of conditions found of intake structures, conduits, sluice gates, and valves at the Jack Turner Dam located at the Randy Poynter Reservoir in Rockdale County.

PART 2 - GENERAL REQUIREMENTS

1. Potential bidders must demonstrate that trained, responsible people will be used for this contract. Employees should have training to include classroom and field work with a qualified instructor. It is expected that actual field experience will have been part of the training. Contractor's employees must be trained in, and follow, all OSHA guidelines and requirements pertaining to "confined space" prior to being allowed to work in confined spaces. Successful vendor will be required to submit the Certificate of Training for all employees designated for confined space operations.
2. Successful contractor may be required to provide a list of equipment currently owned and the number of employees available to complete the work associated with this contract.
3. Before submitting Bid, each bidder shall: examine the Bid Document Package thoroughly; become familiar with local conditions affecting cost or work progress or performance; become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or work progress or performance; study and carefully correlate Bidder's observations with the Bid Document Package; and notify County concerning conflicts, errors, or discrepancies in Bid Document Package.
4. It is the intent of these Bid Documents to procure the goods and services needed to achieve Complete Works, fully functional and in compliance with County Standards and specifications. It is not the intent of these documents to provide a complete and full description of the standard methods and materials necessary to achieve the end result. The omission from these documents of standard procedures or materials normally used in the implementation of the Work shall not relieve the successful Bidder from the performance of those requirements nor be cause for claims for additional compensation unless specifically identified in the Bid. Submission of a Bid shall be evidence that the Bidder considers the Work to be adequately described in the Bid Documents.
5. The consultant dive team shall be trained and experienced in the inspection and evaluation of hydraulic structures. The dive team shall have an effective blend of diving and engineering expertise and be knowledgeable in the inspection of the structural and non-structural components of a dam. The dive team shall be familiar with the inspection of concrete structures, sluice gates, gate valves, conduits and the like.

PART 3 – GENERAL SPECIFICATIONS

1. Insurance Requirements:
Contractor must supply a current Certificate of Insurance that meets all specified requirements before the award can be made.
2. Insurance Forfeiture:
The Successful Bidder, upon his failure or refusal to execute and deliver the Contract and insurance required within fifteen (15) calendar days after receipt of Notice of Award, shall forfeit to the Owner, as penalty for such failure or refusal, the security deposited with Bid.
3. Training Certificate:
The successful contractor must provide a copy of the Training Certificate as specified in the bid documents before the award can be made.
4. Qualifications of Bidders:
The County requests that each bidder complete and return along with their bid submittal three (3) references of work completed of similar scope. The County has provided as part of this solicitation a Reference Sheet. Failure to comply with the submission or failure to submit three verifiable references for the References may be grounds for the County to deem the bidder Non-Responsive. While the County will attempt to contact the references listed, it is the bidder's responsibility to make sure that all contact names, phone numbers, and email addresses are up to date and are legible.

Professional qualifications, experience and technical competence of personnel proposed to perform the assignment shall be included in the submitted bid documents. Evaluation will consider relevant past experience, education, training, registration, certification and longevity with the firm. Evaluation shall include familiarity with OSHA Commercial Diving Regulations and the Association of Diving Contractors Standards.
5. References:

Rockdale County requests a minimum of three (3) verifiable references where work of a similar scope has been successfully completed. Bids will be considered only from experienced and well-equipped contractors with verifiable references. It is the responsibility of the bidder to provide the County with up to date contact information for each reference. References provided should be for the actual end user (department) and not for the Purchasing liaison. List similar work successfully completed within the last five years, giving the location and type.
6. Pre-Bid Conference:

If stated in the Invitation to Bid, Bidders should attend a pre -bid conference at the time and place designated in the Invitation to Bid. If the Pre-bid Conference is listed as mandatory in the Invitation to Bid, no Bid will be accepted from any Firm acting as the Prime Contracting agent who does not have a representative attend.
7. Right to Investigate:
The Department may make any investigations deemed necessary to determine Bidder's ability to perform the Work, and Bidder shall furnish all information and data requested by the Department.
8. Pricing on Bid Schedule:
Unit pricing should include all related costs to that particular item and should be shown as two (2) decimal points. (Example: \$2.53 – not \$2.531)
9. Contractor Responsibilities:
The successful contractor will provide an appropriate staff of employees, including supervisory personnel, for the efficient delivery of the services hereunder. Contractor represents that all its employees, agents, and

suppliers who perform services under this contract shall be qualified and competent to perform such services.

Contractors shall be very sensitive and supportive to customers while conducting the work. General inquiries should be answered politely by the field crew foreman, but detailed questions should be deferred back to the County project representative for response. The Contractor shall not make any statement to any representatives of the media without specific prior approval of RWR as to both form and content.

10. Equipment/Materials:

The Contractor will be required to furnish all labor, equipment (including boats), and all other materials necessary to complete the inspection work. Firms shall be responsible for providing their own equipment and materials including access and handling equipment to perform the work in a safe and workmanlike manner. Unit pricing on the bid schedule must be all-inclusive to provide the service or item being requested for each line item with no exceptions. The Contractor may store their equipment on-site overnight at the own risk.

11. Damages:

Any equipment or structure that is damaged by Contractor or their associates shall be repaired by the Contractor at the Contractor's expense. Contractor shall have up to 90 days from the date that the work is performed to make repairs. All repairs must be signed off by the County's project representative before deemed satisfactory and complete.

Damages to adjacent features or structures utilized by the Contractor shall be repaired to the satisfaction of the Owner and the County, and in compliance with applicable standards and law, at the Contractor's sole expense. Rockdale County shall NOT provide any materials, labor, or equipment for the restoration of damages arising from the performance of the Contract.

12. Subcontractors:

The General Contractor will be allowed to utilize subcontractors for work under this contract. The use of subcontractors not listed in the Bid must have the prior approval of Rockdale Water Resources. All crews assigned by the Contractor will be the Contractor's sole responsibility. Subcontractor crews shall be held to the same criteria as Contractor's own crews. Subcontractors must utilize vehicles that display their Company Name. Additional costs incurred by the Contractor due to the addition of a subcontractor after the Bid shall be the sole responsibility of the Contractor and shall not be sufficient reason for increased compensation.

13. Contact:

The Contractor shall provide a contact person at all times during business hours to answer questions that may arise (office). The Contractor will also supply someone with a cellular phone who will be available to Rockdale County's project representative at all times during normal business hours (field). The Contractor should provide an after hour contact number in case of emergencies.

14. Repairs by the County:

If damage is found and is repaired by the County and is found to be the Contractor's responsibility, all associated costs, whether direct or indirect, shall be charged to the Contractor and/or deducted from any future payments for services rendered. A detailed explanation shall be attached to each deduction.

15. Failure of Contractor to Perform:

Failure of the Contractor to perform according to the requirements of this bid and within the times as stipulated will constitute a default of contract. Default of contract will be sufficient grounds for termination of contract and re-award to the second low, responsive and responsible bidder at the sole discretion of the County. Additional remedies include: review of Contractor's performance by the Rockdale County Purchasing department; documentation of Contractor's performance would be placed in the Vendor Contract File.

16. Normal Hours of Work:

Rockdale County Water Resources normal business hours are 8 a.m. to 5 p.m. (Monday through Friday). All work must be performed during these business hours. Exceptions to these hours [including Holidays, Saturdays and Sundays] must have prior approval by RWR.

For the purposes of this bid, the following definitions apply:

- Normal Business Hours will be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.
- Weekend Hours will be defined as 5:00 p.m. Friday to 8:00 a.m. Monday

Holiday Hours will be defined and recognized as New Year's Day, Martin Luther King Jr. Day, Veterans Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve and Christmas Day.

17. Termination for Cause:

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

18. Termination for Convenience:

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

PART 4 - SCOPE OF WORK - Underwater Inspection of Gates and Valves on the Jack Turner Dam**1. General**

The consultant dive team shall be trained and experienced in the inspection of hydraulic structures. It is anticipated that working depths will be up to 75 feet beneath the surface. Water temperature varies between 33-85 °F. Possible currents in area. Currents are generally expected to be less than one knot. Visibility varies between 6 inches and 6 feet. Debris around dive site (entanglement).

2. Scheduling

Upon receipt of Notice to Proceed, Contractor shall hold an on-site kick off meeting with RWR staff. Contractor shall be ready to present method of inspection, date of inspection, and time frame for deliverables. Contractor shall present RWR project representative with a draft of the planned schedule of activities. RWR shall review and make alterations as necessary before approving start of project.

3. Inspection

- A. Divers shall be equipped with two-way communication. Continuous two-way voice communication shall be provided between all divers and the surface crew at all times.
- B. The underwater inspection shall be supplemented by a written report of the observations made. The inspection report shall include descriptions, locations, measurements and sketches. The inspection report shall document all gate areas, any areas of deterioration, voids, damage and the like discovered during the inspection. Two (2) hard copies of the inspection report and 1 electronic copy shall be submitted to RWR.
- C. Each inspection report shall be accompanied by a narrated digital video that supports the conditions found and reported during the inspection. The video inspection equipment shall be equipment that is capable of recording underwater inspections as clear pictures/video.

4. Safety

The County requires that the Contractor provide a safe work environment.

- A. Contractor's staff shall be trained and certified in Confined Space Entry & Self-Rescue, First Responder, First Aid, and CPR as appropriate prior to participating in any of these activities. Contractor shall submit certification documents upon request of the County to verify their staff has been adequately trained.
- B. The Contractor's and subcontractors' employees will be trained to identify unsafe conditions and will follow all necessary safety procedures to protect themselves, County staff, and the general public. Contractor shall ensure that necessary personnel are present to properly support safe operations and that appropriate equipment is available.
- C. All divers shall be certified professional divers. All diving operations shall be performed in accordance with the latest revisions of the Association of Diving Contractors Consensus Standards for Commercial Diving Operations and the OSHA Commercial Diving Regulations (1910 OSHA Subpart T).
- D. Work located in a "*confined space*" will only be undertaken by properly trained personnel in compliance with the safety rules regarding Confined Space Entry.
- E. All surface/non-diving work shall be done in compliance with the applicable OSHA standards including but not limited to:
 - I. Confined Space
 - II. Fall Protection
- F. Copies of applicable OSHA standards shall be kept onsite during the inspection.

5. Deliverables

- A. Kick Off Meeting with proposed schedule for approval
- B. Video narrated and documenting visual evidence of inspection results
- C. Written report detailing inspection results

**PART 5.0
 BID SCHEDULE
 Explanation of Bid Schedule**

Item 1 Dive Crew, Standard Inspection - Item includes all necessary video equipment for underwater inspection including a power source and all consumables, diving package including all consumables, boat for access to site, all hand tools and personal protective equipment needed to effectively complete the inspection and all office supplies and time needed to complete the inspection summary report.

Item 2 Ancillary Services - Work performed under this line item shall include the performance of Work assigned by the County which does not comply with the services identified under the other line items set out in this Bid List, or ancillary services integral to the performance of those activities. Payment under this Line Item shall require the written preauthorization of the County project representative as to the type of Work, and hourly limits to be undertaken. Performance of Work under this line item without receiving preauthorization shall not be considered for compensation. List an hourly rate for miscellaneous activities completed by the Contractor

BID FORM – ITB No. 15-38

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

FAILURE TO RETURN THIS BID FORM AS PART OF YOUR BID MAY RESULT IN REJECTION OF BID.

Item	Description	Quantity	Unit Price	Total
1	Dive Crew Standard Inspection	1 EA		\$
2	Ancillary Services	1 HR		\$
			Total	\$

Rockdale County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Rockdale County to declare bid non-responsive. Contract to begin upon award.

Company Name:

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

SPECIAL TERMS AND CONDITIONS FOR ROCKDALE WATER RESOURCES PROJECTS

1. Definitions:

- a. The term "County" shall mean "Rockdale County, Georgia", but also will be used to refer to Rockdale County's Water Resource Utility, Finance Department, Board of Commissioners, and other personnel responsible for the procurement and administration of the contract.
- b. The term "ITB" shall mean "Invitation to Bid", but will also be used to refer to this particular document in its entirety.
- c. The term "bidder" shall mean a business entity that submits a response to this ITB.
- d. The term "project" shall refer to the services outlined in the Scope of Work within this ITB.
- e. The term "bid" shall mean all documentation submitted by a particular bidder, in addition to any information about such bidder obtained during the evaluation process, whether it is discovered by the County or provided by references.
- f. The term "Contractor" shall mean the particular bidder that has been awarded a contract to provide the services necessary to complete the project.
- g. The term "Representative" shall mean a single employee of the Contractor who is expected to be the main point of contact between the County and the Contractor, and who will be responsible for coordinating all work.
- h. The term "Project Manager" shall mean a single employee of the County who has the authority to make decisions about the execution and acceptability of all work associated with the project.

2. Communication:

- a. Unless specifically stated elsewhere, all written communication required in the execution of contract responsibilities shall be sent through e-mail, and communication shall only occur between the Project Manager and the Representative.
- b. The Representative shall be available to receive telephone calls and e-mail from the Project Manager at any time (i.e. 24 hours a day, seven days a week) during the contract term, and shall respond as necessary and in a timely manner.
- c. If the Contractor needs to change its Representative, due to personnel changes or leaves of absence (e.g. vacations, illness), the Project Manager shall be given the new Representative's contact information as soon as possible.

3. Scheduling:

- a. The amount of time allotted for mobilization and completion of the project may only be extended by the Project Manager.
- b. Upon contract award, the Representative shall create a proposed schedule in bar-chart format (e.g. Gantt Chart), which demonstrates how the Contractor will complete the project within the allotted time. The schedule shall show the appropriate sequence and duration of the remaining tasks, and shall account for all known and anticipated sources of delay (e.g. weather, subcontractor availability).
- c. The Representative shall notify the Project Manager as soon as possible, if a significant change is made to the proposed schedule.
- d. Time extensions will not be granted for issues and factors which are reasonably within the Contractor's ability to predict, prevent, mitigate, withstand, or control. In particular, an extension will not be granted for:
 1. Poor planning, coordination, or execution of work
 2. Late, incorrect, or incomplete submittal of shop drawings, inspection results or other time-sensitive documentation
 3. Seasonal weather conditions of normal frequency, duration, and intensity
- e. The Representative may be required to demonstrate why a certain cause for delay was unforeseeable, unavoidable, or unmanageable.
- f. The Contractor shall not be entitled to charge the County for extended overhead costs associated with delays or time extensions, unless the contract term is extended through a change order.
- g. Unless otherwise authorized by the Project Manager, the Contractor shall perform work only between 7:30 AM and 5:30 PM, Monday through Friday, except for official County holidays.

- h. The Project Manager may stop work at any time, and may delay work as much as necessary, if the Contractor is deemed to be noncompliant with its contract obligations.

**SPECIAL TERMS AND CONDITIONS
FOR ROCKDALE WATER RESOURCES PROJECTS**

4. Quality Control and Assurance:

- a. The Contractor shall be solely responsible for the quality and accuracy of the work it performs and the work performed by its subcontractors.
- b. The Contractor shall ensure that an experienced and qualified supervisor will be present throughout all operations.
- c. Unless specifically directed otherwise in the project plans, specifications, or contract documents, all work shall be performed according to RWR and GDOT current policies and publications (e.g. Standard Specifications, Construction Standards and Details), shall follow manufacturer instructions and industry standards, shall conform to the Special Terms and Conditions for Projects, and shall comply with all local, State, and Federal regulations. In the event of conflict between these various requirements, the most stringent requirement shall take precedence.
- d. If directed by the Project Manager, the Contractor shall immediately correct any errors, deficiencies, and defects.
- e. Any questions or concerns about the work shall be directed to the Project Manager.
- f. Any necessary deviations from either the plans or specifications shall be reported to the Project Manager as soon as possible. Modifications shall not be made without prior written authorization from the Project Manager.
- g. When the project is nearly complete, the Project Manager and Representative shall inspect the work together. The Contractor shall correct all errors, deficiencies, and defects before final payment is authorized.

5. Invoicing, Field Orders, and Change Orders:

- a. Invoices may be submitted monthly or at project milestones, as agreed upon by the Representative and the Project Manager.
- b. Retainage amounts will be determined by the contract.
- c. No payment will be made for portions of the project that are not completed or provided.
- d. Payment will be made according to actual quantities expended at the time of invoicing (i.e. not based upon an estimated completion percentage).
- e. Each contractual item price shall be inclusive of all administration, correspondence, preparatory actions, equipment, labor, fuel, permitting, licensing, bonding, insurance, taxes, fees, postage, and any other material or service expenditures necessary to complete the work associated with that item.
- f. The Contractor shall only charge the County for mobilization once, regardless of how many trips are necessary to complete the project.
- g. The project's Scope of Work shall include not only the work that is specifically outlined in the plans and specifications, but also anything that is considered incidental to that work.
- h. The Project Manager shall have the sole discretion whether approved quantity increases or additional services will be considered a "field order" and paid out of the project's contingency fund, or if they will be considered a "change order". Change orders require a formal contract amendment, and are subject to the approval of the Board of Commissioners.
- i. The Representative shall notify the Project Manager as soon as possible if any quantities are expected to exceed the estimated amounts, or if additional services are needed outside of the Scope of Work. No such changes will be made without prior written authorization from the Project Manager. Changes made without the Project Manager's authorization will not be reimbursable, and may be reversed or removed at the Project Manager's discretion and at the Contractor's cost.

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20

Name _____

Title _____

My commission expires (Date)

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,201__.

NOTARY PUBLIC
My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,201__.

NOTARY PUBLIC
My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attest that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

* _____
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____.

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

Attachment 1
REFERENCES

Instructions: Type or clearly print all information.

Reference #1

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #2

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Attachment 1 REFERENCES

Instructions: Type or clearly print all information.

Reference #3

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Representative's Signature: _____ Date: _____

**Attachment 2
SUBCONTRACTORS**

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: _____ Date: _____

Attachment 3 BIDDER'S CHECKLIST

_____ **FOUR HARDCOPIES (one original, three photocopies) and ONE COMPACT DISC (containing a copy in Adobe PDF format) of the following documents; all documents shall be fully completed, signed, and dated:**

_____ **Bid Form**

_____ **Bid Item Table**

_____ **Attachment # 1 – References**

_____ **Attachment # 2 – Subcontractors**

_____ **Any Proposed Deviations from the Required Specifications,
Including Necessary Explanations and Conditions**

_____ **All Applicable Affidavit Forms**

_____ **Proof of Business License**

The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be listed on the checklist.