



**SCWA WATER & SEWERAGE FACILITIES AUTHORITY
SCWA, GEORGIA**

REQUEST FOR PROPOSAL #2017-04

WATERSHED ASSESSMENT MONITORING

ISSUE DATE: APRIL 21, 2017

PROPOSAL DUE DATE: TUESDAY, MAY 16, 2017 AT 2:00PM EST in HARD COPY.
Electronic submissions via email or fax will NOT be accepted.

Instructions to Bidders

Questions should be directed in writing to the Spalding County Purchasing Department, Terri Bass, via email to: tbass@spaldingcounty.com.

The deadline to submit questions is Wednesday, May 10, 2017 at 2:00PM.

All spaces below are to be filled in and the BID FORM **must** be signed where indicated.
Failure to sign and return all required documents may result in rejection of the bid.

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Submit Proposal to:

**Spalding County Water & Sewerage Facilities Authority
Attention: Purchasing
119 East Solomon Street, Room 104
Griffin, GA 30223**

SPALDING COUNTY WATER & SEWERAGE FACILITIES AUTHORITY
REQUEST FOR PROPOSAL #2017-04
WATERSHED ASSESSMENT MONITORING

SECTION 1 BACKGROUND

- A. In December 2009 the Spalding County Water & Sewerage Facilities Authority (SCWA) acquired a wastewater treatment plant (WWTP) from Springs Global, Inc., which operated the facility under an NPDES industrial discharge permit. As a requirement for SCWA to operate the WWTP the Georgia Environmental Protection Division (GEPD) is requiring the transition to a municipal permit. One of the requirements of the permit transition process is for SCWA to prepare a Watershed Assessment and Protection Plan.
- B. GEPD rules require SCWA to develop a Watershed Assessment and Protection Plan for the WWTP service area to determine current conditions and address the effects of urbanization, growth, development, and associated land use changes. The first step in conducting a Watershed Assessment is to prepare a Watershed Monitoring Plan (WMP). The Monitoring Plan has been developed and approved.
- C. SCWA is requesting proposals from qualified firms to implement one year of watershed monitoring as outlined in the WMP approved by GEPD. The approved Monitoring Plan is included as an attachment to this Request for Proposal. This project shall include water quality assessment, habitat and biological assessment, and report preparation. Any task not identified but required by GEPD must be provided as part of the RFP. SCWA reserves the right to accept, reject, and/or negotiate any or all proposals as determined by them to be in the Authority's best interest.

1.2 SCHEDULE

- A. The deadline to submit questions is Wednesday, May 10, 2017 at 2:00PM.
- B. Sealed bids will be received no later than Tuesday, May 16, 2017 at 2:00PM in the Purchasing Department, Room 104 of the Spalding County Annex, 119 East Solomon Street, Griffin, Georgia 30223 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any location other than the Purchasing Department **will not** be accepted. No award will be made until all bid responses have been evaluated.

1.3 SCOPE OF WORK

GENERAL

- A. Tasks include:
 - i. Water quality assessment at the approved monitoring sites
 - ii. Habitat and biological assessment at the approved monitoring sites
 - iii. Tasks as outlined in the WMP
 - iv. Any other monitoring/assessments normally required by GEPD as part of a WMP

PROPOSED WORK PLAN

- B. Submitting firms must provide a work plan and schedule that meets the purposes and objectives of the WMP. The submitting firm must provide a comprehensive schedule of events by calendar date and month including, sampling locations, water quality assessment, name and location of testing facilities, certification documents of the lab facilities, testing methods. SCWA and its Engineer will work with the successful firm to provide access and assistance in properly identifying mapped locations to aid with the timely completion of the work to be completed.

1.4 GENERAL REQUIREMENTS

Each firm must submit one (1) original and one (1) copy of their Proposal, enclosed in a sealed envelope or box, addressed to Spalding County Water & Sewerage Facilities Authority, Attn: Purchasing, P.O. Box 1087, Griffin, Georgia, 30224, and labeled "Watershed Assessment Monitoring RFP No. 2017-04". Proposals shall be received until **2:00 p.m. on May 16, 2017** in the Spalding County Annex, Purchasing Department, 119 East Solomon Street, Griffin, Georgia 30223.

Please organize your submittal in the following format:

- A. Cover letter stating your firm's interest in the project, a brief statement about why your firm is uniquely qualified for this project, and contact information for the primary firm representative.
- B. Firm's Background: Georgia EPD Watershed Monitoring Experience: Provide general information about your firm's history, number of employees, number of experienced professionals, etc. If your firm has multiple offices, define the primary office that will perform services for this project.
- C. Workload: Identify the current workload of your firm (i.e. total workload value, and status of each major active project).
- D. References: Provide current contact information for three references from similar current or past projects.
- E. Firm Experience: Include up to seven (7) similar projects completed within the past seven years. For each project, provide summary information on the size, cost, scope of work, date of completion and owner contact information.
- F. Project Team: Provide an organizational chart showing the prime and supporting team members. Provide a chart listing all key project team members and the approximate percentage of time each key team member will be dedicated to this project. Provide resumes of each key team member, highlighting similar project experience.
- G. Approach: How will your team work with SCWA Representatives to insure that all sampling, testing, timelines, and appropriate reports meet the requirements of the Georgia Environmental Protection Division.
- H. Legal and Financial Information
 - i. Please provide evidence of professional liability insurance coverage adequate for this project (refer to minimum insurance requirements below).
 - ii. Is your firm involved in any pending claims or lawsuits? If so, please describe.
 - iii. Provide evidence of your firm's financial stability including certification that your firm or its officers or any predecessor companies are not under any part of the Bankruptcy Act, nor have filed under the Bankruptcy Act within the previous seven years.

- I. Additional Information: Please provide any other information, unique firm attributes or approaches, comments, or clarifications that you think would be of interest to SCWA in consideration of your firm.

1.5 BID EVALUATION CRITERIA

- A. The basis of evaluation will be the best-evaluated bid considering price and/or ability to meet SCWA's specifications and requirements, prior Bidder performance, experience, customer references, and the capability of the Bidder to provide the service. Other considerations will include, but are not limited to:
 - i. Quality of workmanship and products used
 - ii. Timeliness of project completion
 - iii. Additional costs to SCWA
 - iv. Guarantees and warranties
 - v. Value added services and/or options
 - vi. Compatibility with existing infrastructure

SECTION 2 COMMUNICATION

2.1 COMMUNICATION OF BID INFORMATION

- A. All information, notices and addenda regarding this RFP shall be posted on Spalding County's website (www.spaldingcounty.com). It is the bidder's responsibility to check the site on a regular basis in order to confirm they have the most current information before submitting a response. Subsequent to the bid opening, all status notices will also be posted on SCWA's website.

2.2 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

- A. Questions about this bid should be submitted in writing to the Spalding County Purchasing Coordinator, Terri Bass, via email (tbass@spaldingcounty.com), or by mail to Spalding County Water & Sewerage Facilities Authority, Attn: Terri Bass, P.O. Box 1087, Griffin, GA 30224.
- B. Questions should be accompanied by the bidder's company name and cite the relevant section of the bid documents.
- C. Questions not submitted in writing will not be accepted and will not receive a response. No response other than in writing will be binding upon SCWA. Questions received will be combined into one list of questions and responses, and the list transmitted to all Bidders who have received the bid documents.
- D. From the issue date of this request until an award has either been made or the bid deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team, Spalding County employees, or SCWA employees with regard to the purpose or intent of this document. SCWA reserves the right to reject the submission of the offending bidder if this provision is violated.

- E. Any updates or changes to this document and related documents will be posted on Spalding County's website. The current status values are: OPEN (close date has not been reached); EVALUATION (under review by the evaluation committee); NO AWARD (reason will be attached); NOIA ("Notice of Intent to Award", recommendation for the award) and AWARD (Tally of bid submissions will be published at this time).
- F. It is the bidder's responsibility to refer to the website for any addenda or other pertinent information before responding to this request.

2.3 PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

- A. All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, SCWA may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.
- B. Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by SCWA; 3) company financial information requested by SCWA determine Contractor responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.
- C. Information received in response to this request will become the property of SCWA and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". SCWA will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

SECTION 3 OVERVIEW AND PROCEDURES

3.1 COMPANY BACKGROUND AND EXPERIENCE

- A. Bidders must completely and truthfully fill out the attached Statement of Bidder's Qualifications form. Providing incomplete or false information may disqualify the bid at SCWA's discretion.
- B. The Bidder will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2 REFERENCES

- A. References should be for historical projects of similar size and scope. Details regarding these references are noted on the attached References form.

3.3 BID REQUIREMENTS

- A. By submitting a bid response, Bidders agree to be bound by the legal requirements and contract terms and conditions contained in this document.

3.4 PACKAGING REQUIREMENTS

- A. Hard copies of the bid are to be submitted in a sealed opaque envelope containing one (1) original and one (1) copy, for a total of two (2) signed responses. No e-mail, fax, scanned, or verbal submissions will be accepted.
- B. The sealed envelope must be labeled on the outside with the vendor's name, the RFP number, and the RFP title.
- C. The response to this RFP must consist of the contents of the entire bid package. Incomplete submittals will be rejected at the discretion of SCWA.

3.5 SUBMISSION OF BID

- A. One (1) original and one (1) copy of the **complete bid package** must be delivered to the Purchasing Department **no later than the time and date specified in Section 1. Any bid received after stated time or delivered to department other than Purchasing will not be accepted or considered.**
- B. Proposals must be submitted to SCWA, Attention: Purchasing, P.O. Box 1087, Griffin, GA 30224, or hand delivered to SCWA, Attention: Purchasing, 119 E. Solomon Street, Room 104, Griffin, GA 30223.

3.6 ALTERNATE BID DOCUMENTS

- A. Documents prepared by SCWA must be used for the submission of Bid Response. Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Bidders shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

3.7 ADDITIONAL INFORMATION / ADDENDA

- A. SCWA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements, or explanations other than those made in this Request for Proposal and its addenda. Where there appears to be a conflict between the Request for Proposal and any addenda issued, the last addendum issued will prevail.
- B. Bidders must acknowledge any issued addenda. Bids which fail to acknowledge the bidder's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the Owner's requirements.

3.8 WITHDRAWAL OF BID

- A. A bidder may withdraw a submitted bid before the submittal deadline without prejudice to the bidder by submitting a written request of withdrawal to the SCWA Purchasing Coordinator, Terri Bass, via email (tbass@spaldingcounty.com), or by mail to SCWA, Attn: Terri Bass, P.O. Box 1087, Griffin, GA 30224.

3.9 MINIMUM BID ACCEPTANCE PERIOD

- A. Bids shall be valid and may not be withdrawn for a minimum period of 60 days from the date specified for receipt of bids. Bidders will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.10 REJECTION AND AWARD OF BIDS

- A. SCWA reserves the right to:
 - i. Reject any and all submittals received outside the time and place stated in the notice.
 - ii. Reject any submittals show omissions, irregularities, alteration of forms or unsolicited responses.
 - iii. Waive any technicalities or formalities of the bids.
 - iv. Reject any or all bids or any part thereof.
 - v. Obtain clarification on any point in a respondent's submittal or obtain additional information.
 - vi. Accept the bid that is in the best interest of SCWA, regardless of whether or not it is the lowest bid.
 - vii. Award the bids received on the basis of individual items or on the entire list of items.
- B. SCWA reserves the right to cancel this bid at any time, and will not be liable for any costs or losses incurred by the Bidder throughout this process.
- C. Where applicable, SCWA reserves the right to make multiple awards, or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to SCWA. If SCWA determines that an aggregate award to one bidder is not in SCWA's best interest, "all or none" offers will be rejected.

3.11 EXPENSES INCURRED BY BIDDERS

- A. All expenses involved with the preparation and submission of the bid to SCWA, or any work performed in connection therewith, is the responsibility of the bidder.

3.12 BID OPENING AND AWARD OF CONTRACT

- A. All bids will be opened on the bid opening date established in Section 1, unless the date is revised by addendum, and the bids will be publicly read aloud.
- B. The bid details and related documents will not be reviewed at the bid opening. All bids and related documents will be turned over to a bid evaluation committee. No award will be made or implied at the bid opening.
- C. The Status field on SCWA's website will be updated following any change in the Bid process. Refer to section 2.2.E for details regarding this status. Any exceptions to the public bid opening will be noted in the Schedule (Paragraph 1.2).
- D. Award of the contract will be made to the responsible bidder whose bid is responsive to the terms of this Request for Proposal and is most advantageous to SCWA. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of SCWA, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

3.13 INSPECTION AND ACCEPTANCE OF MATERIALS

- A. Where applicable, all items bid and furnished must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted.
- B. Where applicable, the manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards, as applicable.

3.14 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

- A. The bidder may be required, upon request, to prove to the satisfaction of SCWA that he/she has the skill, experience, necessary facilities, and ample financial resources to perform the contract in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the proposal of such bidder may be rejected. SCWA reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.15 NON-COLLUSION AFFIDAVIT

- A. By submitting a bid, the bidder represents and warrants that such bid is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the bidder has not directly or indirectly solicited any other bidder to put in a sham bid, or solicited any potential bidder to refrain from submitting a bid, and that the bidder has not in any manner sought by collusion to secure any advantage over any other bidder.
- B. By submitting a bid, the bidder represents and warrants that no official or employee of SCWA 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.

3.16 HOLD HARMLESS AND INDEMNIFICATION

- A. The Bidder agrees, insofar as it legally may, to indemnify and hold harmless SCWA, its officers, employees and agents from and against all losses, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Bidder, its officers, employees, and agents under any of the terms of this contract.

3.17 BONDING REQUIREMENTS

- A. A Bid Bond in an amount equal to five percent (5%) of the base bid must accompany each bid submitted.
- B. A one hundred ten percent (110%) Performance Bond and a one hundred ten percent (110%) Payment Bond shall be furnished to SCWA by the bidder specified on the Notice of Intent to Award.
- C. The Performance and Payment Bonds must be submitted within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later.

- D. Failure to submit appropriate bonding when requested will result in automatic rejection of the bid and the contract will not be awarded.
- E. Bonding companies must be authorized to do business in Georgia by the Georgia Insurance Commission and listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies (Department Circular 570 as amended). The bond amounts shall be increased as the contract amount is increased.

SECTION 4 OTHER GENERAL SPECIFICATIONS

4.1 CONTRACTOR PAY REQUEST

- A. The Contractor shall prepare and submit monthly pay requests to the SCWA Finance Office. Pay requests should include the information listed below.
 - i. Contractor's name and address
 - ii. Contractor contact name and telephone number
 - iii. Pay request date and number
 - iv. Quantities as listed on the Bid Tabulation for the period covered by the pay request
 - v. Asphalt tickets and other documentation used to establish quantities
 - vi. Any other information or documentation required by the contract

4.2 TAX LIABILITY

- A. The successful bidder will be provided with SCWA's Sales and Use Tax Certificate of Exemption upon request.

4.3 PAYMENT

- A. Payment will be made for items accepted by SCWA.
- B. Standard terms for payment are Net 30.

4.4 ASSIGNMENT OR NOVATION OF CONTRACT

- A. The Contractor shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of SCWA; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of SCWA.

4.5 TERMINATION FOR CAUSE

- A. SCWA reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined, by providing a written notice to the Contractor at least thirty (30) days before the effective date of termination. The Contractor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.
- B. Installation of items by the completion date is critical to the terms of this contract. SCWA considers late completion of contract items as reasonable cause to terminate the contract.

- C. The Contractor also has a right to terminate this contract for cause by providing a written notice of intent to terminate at least sixty (60) days prior to the effective date of the contract termination.

4.6 REPORTING DISPUTES

- A. The Contractor shall report any contract disputes and/or problems to the purchasing coordinator, both verbally and in writing within 48 hours of occurrence.

SECTION 5 INSURANCE REQUIREMENTS

5.1 STANDARD INSURANCE REQUIREMENTS

- A. The Contractor shall procure and maintain, at Contractor's own cost and expense, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the proposal.
- B. The required insurance must be maintained for the duration of the contract.
- C. Within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later, the Contractor must submit Certificates of Insurance and original endorsements affecting the required coverages. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by SCWA before work commences.
- D. Comprehensive Commercial General Liability Insurance required coverages and amounts are as follows:
 - i. \$1,000,000 limit per occurrence for property damage and bodily injury
 - ii. Premise/Operations
 - iii. Blanket Explosion, Collapse and Underground Property Damage Hazard
 - iv. Products/Completed Operations Insurance
 - v. Blanket Contractual Liability
 - vi. Independent Contractors
 - vii. Broad Form Property Damage
 - viii. Personal Injury Coverage
- E. Business Automobile Liability Insurance required coverages and amounts are as follows:
 - i. \$1,000,000 limit per accident for property damage and personal injury
 - ii. Comprehensive form covering all owned, leased, non-owned, and hired autos
- F. Workers' Compensation and Employers' Liability Insurance required coverages and amounts are as follows:
 - i. Benefits and monetary limits as set forth by Title 34, Chapter 9 of O.C.G.A.
 - ii. Employers' Liability coverage for \$1,000,000 per accident
 - iii. Workers' Compensation coverage is required as a condition of performing work or services for SCWA whether or not the Bidder is otherwise required by law to provide such coverage.

- G. Umbrella Liability Insurance required coverages and amounts are as follows:
 - i. \$1,000,000 limit of liability
 - ii. Coverage at least as broad as primary coverage as outlined under paragraphs D, E and F above.
- H. Professional Liability Insurance required coverages and amounts are as follows:
 - i. \$1,000,000 or as per project (ultimate loss value per occurrence)

5.2 OTHER INSURANCE PROVISIONS

- A. Each insurance policy required by this clause 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 has been given to SCWA.
- B. If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. SCWA, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- C. Alternatively, SCWA may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Contractor, SCWA may deduct from sums due to the Contractor any premium costs advanced by SCWA for such insurance.
- D. SCWA and Spalding County shall be named as "additional insured" as its interest may appear.
- E. Commercial General Liability and Automobile Liability Coverage
 - i. Spalding County, SCWA, members of its Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured 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 or premises on which the Contractor is performing services on behalf of SCWA. The coverage shall contain no special limitations on the scope of protection afforded to SCWA, members of SCWA Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - ii. The Contractor's insurance coverage shall be primary insurance as respects SCWA, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by SCWA, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Spalding County, SCWA, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - iv. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Workers' Compensation and Employers' Liability and Property Coverage
 - i. The insurer shall agree to waive all rights of subrogation against SCWA, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Contractor in the performance of services under this Agreement.
- G. Deductibles and Self-Insured Retention

- i. Any deductibles or self-insured retentions must be declared to and approved by SCWA. At the option of SCWA, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects SCWA, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

H. Acceptability of Insurer

- i. Insurance is to be placed with licensed companies doing business in the State of Georgia with an A.M. Best Rating of 'A' or better.

I. SUBCONTRACTORS

- i. The Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

5.3 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

A. The following applies to successful bidders contracting for physical labor or providing services for SCWA:

- i. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

B. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

- i. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
- ii. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

BID FORM

TO: PURCHASING COORDINATOR
SPALDING COUNTY, GEORGIA

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with SCWA, Georgia, to provide the necessary machinery, tools, apparatus, or other means, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

WATERSHED ASSESSMENT MONITORING

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with SCWA in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with Georgia EPD standards and requirements.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within fifteen (15) calendar days from receipt of Notice to Proceed and to complete all Work .

If this bid shall be accepted by SCWA and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Intent to Award of the Contract, then SCWA may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to SCWA as liquidated damages.

Bidder will provide the full scope of services for the following price: \$ _____

Bidder shall also provide a separate breakdown of fees totaling the above amount.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____ .

Company Name _____

Mailing Address _____

Telephone No. () _____

Email Address _____

Authorized Signature _____

Printed Name _____

Printed Title _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized and submitted with Bid. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder _____
2. Permanent main office address: _____

3. When organized _____
4. If a corporation, where incorporated _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. Contracts on hand: (Schedule these, showing amount of each contract, name, address and telephone number of Owner and/or Engineer; and the appropriate anticipated dates of completion.)
7. General character of work performed by your company _____

8. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

9. Have you ever defaulted on a contract? _____ If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, name, address and telephone number of Owner and/or Engineer; and the month and year completed.
11. Experience in work similar in importance to this project.
12. Background and experience of the principal members of your organization, including the officers.
13. Have the principals of the corporation ever been associated with another corporation?

14. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by SCWA in verification of the recitals comprising this Statement of Bidder's Qualifications. Dated at _____ this _____ day of _____, 20____.

NAME OF BIDDER

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

_____ being duly sworn deposes and says that he is _____ of
(Name of Organization): _____ and that the answers to the
foregoing questions and all statements therein contained are true and correct.

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

NOTARY PUBLIC

My Commission expires
_____, 20____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

Effective July 1, 2007, the following language is required to be included in all contracts entered into by the SCWA for the physical performance of services:

"A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit E and is incorporated into this Agreement by reference herein.

B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. _____ 500 or more employees;
2. _____ 100 or more employees;
3. _____ Fewer than 100 employees.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

STATE OF GEORGIA
_____ COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with SCWA has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with SCWA of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor’s execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to SCWA at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify (# issued by Homeland Security)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer of Agent

Sworn to and subscribed before me
This ____ day of _____, 20____

Notary Public

My commission expires: _____

*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA
_____ COUNTY

SUBCONTRACTOR AFFIDAVIT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services under a contract between _____ (name of contractor) and SCWA has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

EEV / E-Verify (# issued by Homeland Security)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer of Agent

Sworn to and subscribed before me
This ____ day of _____, 20____

Notary Public

My commission expires: _____

*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR SCWA BUSINESS TRANSACTIONS

By executing this affidavit under oath, as an applicant for a SCWA, Georgia Business License or Occupational Tax Certificate, Alcohol License, Taxi Permit, or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a SCWA public benefit.

I am stating the following for _____
(Name of person applying on behalf of business, corporation, partnership, or other private entity)

As a representative of _____
(Name of the business, corporation, partnership, or other private entity)

Check only one:

- 1) _____ I am a United States citizen
- 2) _____ I am a legal permanent resident of the United States 18 years of age or older, please include Alien Registration Number below signature*
- 3) _____ I am a 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*

*OCGA § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien 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:

(Number and Document Source)

In making the above statement 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 OCGA Section 16-10-20.

Signature of Applicant Date

Printed Name

*Alien Registration Number for Non-citizens

NOTARIZATION REQUIRED:

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

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

Please supply an E-mail address which SCWA may use for any future correspondence to your firm or to request this form in subsequent years:

Email Address: _____