

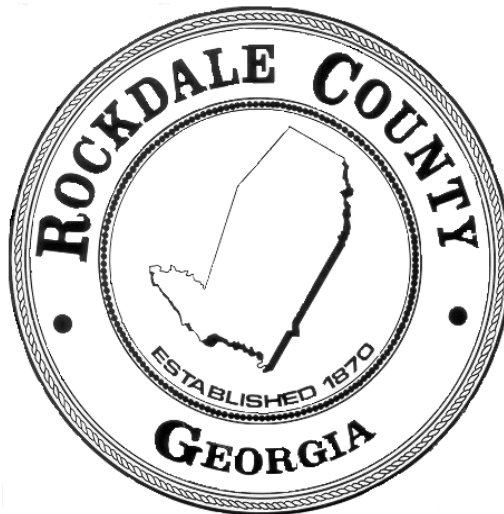
ROCKDALE COUNTY, GEORGIA

March 21, 2018

Sanitary Sewer System Chemical Root Control

INVITATION TO BID

#18-08



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

INTRODUCTION:

This is an Invitation to Bid for the **Sanitary Sewer System Chemical Root Control in Rockdale County**. This is an annual contract with two optional renewals. 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 ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax (770) 278-8910
E-mail: meagan.porch@rockdalecountyga.gov

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.

CONTRACT TERM:

One Year

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, April 19, 2018**. Bids received after this time will not be accepted.

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, April 12, 2018**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

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.rockdalecountyga.gov under Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the bidder's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.

QUALIFICATIONS OF OFFERORS:

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

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.

EXPERIENCE

Experience documentation will be submitted as part of this ITB. The Contractor shall provide the County with written documentation that the supervisor and field crew leaders responsible for this work have received the proper training, are certified, and have the requisite experience. This documentation will include dates of hands-on experience, employer, description of duties/experience, contact name and phone number. Documentation on any person shall not be longer than one (1) page.

1. Supervisor of field crews must be properly trained in this function and have a minimum of Five (5) years' experience in performing Chemical Root Control on Sanitary Sewer Systems.
2. Field crew leaders performing these functions shall have the proper training in these types of equipment and monitoring functions and have a minimum of Three (3) years' experience in performing such assignments including safe working practices, etc.
3. The Contractor shall provide the County with written documentation (certification) that the supervisor, field crew leader and all crewmembers responsible for these assignments have the proper training and the requisite experience.
4. No crewmembers shall enter confined spaces without the necessary certified training and at least one-year experience.
5. The required experience shall be documented in the Contractor's Invitation to Bid submittal.
6. 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.
7. The Contractor shall also submit documents to show that they have been in this line of business for a minimum of five (5) years or ten projects of same range and scope.

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

The 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. If 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 will 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.

A contract, if awarded, will be an "Open-End" type to provide for the requirements of Rockdale County on an "as-ordered" basis. As it is impossible to determine the exact quantities of items that will be required during the life of this contract, the quantities listed may be increased, decreased or eliminated as necessary to satisfy the needs of the County.

QUANTITIES:

The quantities of Work as given for Unit Price Items in the Bid Form are approximate and are assumed solely for comparison of the bids. They are not guaranteed to be accurate statements or estimates of quantities of Work that are to be performed under the Contract, and any departure, therefore will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; nor will any additional payments other than that bid or stipulated under the Unit Prices, be made regardless of the actual quantities required or ordered to complete the Work.

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)

Rockdale County reserves the right to perform any work using in-house forces where deemed advantageous.

SELECTION PROCESS:

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 Purchasing Department and/or Evaluation Committee.

Award will be made to the responsible bidder 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 bidders. Therefore, the bidder's initial bid should contain the bidder'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.

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.

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	
Property Coverage /Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.
Pollution Liability Insurance	\$1,000,000 total loss
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Professional Liability	\$3,000,000.00
Excess Umbrella Liability	\$3,000,000.00

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, Bidder shall deliver to the County a certificate or policy of insurance evidencing Bidder's compliance with this paragraph. Bidder shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, Georgia 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:

A Payment (and/or) Performance Bond in the amount of 100% of the contract will be required after the award is made and before notice to proceed is given.

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

If bid price is \$100,000 or greater, a 5% bid bond and a Payment and Performance Bond will be required.

PERMITS:

The awarded bidder 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

Bidders 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 bidder or their authorized agent.
- B. The form must be notarized.
- C. The bidder 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 bidder 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 bidder 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 Bids 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 Invitation to Bids. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov, Under Finance/Purchasing.

The Local Vendor Preference Policy will not apply to this ITB.

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/her 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.

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. Contractor providing the utility work must have a current valid Georgia Utility Contractors License.

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 bidder 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.

SUBMITTALS

Submit a specimen product label(s) and material safety data sheet for approval. If bidding an alternate a legible copy of the chemical label & MSDS sheet must be submitted as part of the bid document.

Submit manufacturer's instructions for handling and storage of chemical that will be used.

The pipeline post treatment must be video-taped and provided to the County. No Separate payment shall be paid for this videotape. All cost for video inspection of the pipe shall be included in the cost to provide service.

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# **18-08** 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. No 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:

The specifications are as follows and on the attached pages:

1. DEFINITIONS

- A. Chemical Root Control is the application of chemical root control agent designed specifically to control sewer line tree root intrusion. The purpose of the application is to kill the root growth present in a pipeline section and to inhibit root re-growth, without permanently damaging the vegetation producing the roots, and without disrupting wastewater treatment plant process.

2. PRODUCTS**A. GENERAL**

- (1) The contractor shall specify the chemical agent to be used. The contractor must submit as part of the bid documentation of effectiveness, a legible copy of the chemical label and the MSDS sheet.
- (2) Foaming Agent: The chemical agent shall contain foaming agents and surfactants sufficient to produce a stable, small bubble, dense foam capable of sustaining its shape and thus remaining on the treated roots for approximately thirty minutes. The foaming surfactants shall strip grease that typically clings to sewer root masses.
- (3) The foaming agents shall be formulated such that one part of aqueous solution of the mixed material will convert into twenty parts foam. Chemical agents designed to foam chemically, upon contact with water and/or the sewer flow shall not be accepted.
- (4) The chemical root control agent shall be registered with the EPA and the State Pesticide Regulatory Agency, and shall be labeled for use in sewers to control tree roots. Only materials whose label instructions conform to these specifications shall be accepted. All application procedures must be in strict conformance with these specifications and label instructions. Use of any root control herbicide in a manner inconsistent with labeled instructions is a violation of Federal law. A specimen product label(s) and Material Safety Data Sheets shall be submitted with the bid.
- (5) Compounds containing copper and/or other known priority pollutants, as defined by the Federal EPA, shall be disallowed.

3. SUBSTITUTIONS

- A. When a particular make or trade name is specified, it shall be indicative of standard required. Bidders proposing alternative (procedures, methods or materials) shall submit the following as part of bid document: written application with specifications, means of application, frequency of application, name of manufacturer and explanation of why it should be considered, legible copy of chemical label and MSDS sheets.

B. Owner reserves the right to be final authority on acceptance or rejection of any substitution.

4. COMPLIANCE WITH TRANSPORTATION LAWS

- A. The Contractor is directed to ensure compliance with all USDOT regulations relative to commercial vehicle numbering, placarding and registration; driver licensing, driver drug testing, and record keeping; and all other pertinent requirements contained in Federal Motor Carrier Safety Regulations. The Contractor's Federal DOT number should be submitted with bid.

5. EXECUTION

A. GENERAL

- (1) Where sewer cleaning, grouting, or relining is specified or required, the foaming root control shall be performed a minimum of 60 days in advance of those operations, to maximize the biological decay of the root masses.
- (2) Application of the chemical root control agent shall be by foaming in accordance with the best-recommended practice for conditions present in the line under treatment. All foaming procedures shall be in strict accordance with the instructions on the container label.
- (3) A foam discharge hose shall be inserted throughout the entire length of the sewer section to be treated. Hydraulic or mechanical sewer cleaning machines may be used on any sewer section scheduled for treatment for a period of at least sixty days prior to the treatment. On small diameter pipe (i.e., 12 inch diameter and smaller), hydraulic or mechanical sewer cleaning machines may be used to convey the foam discharge hose through the sewer section in preparation for treatment, or to convey ropes or cables through the sewer section. Acceptable methods of conveying the foam discharge hose in preparation for treatment are as follows:
 - I. manually or mechanically shoving the foam discharge hose through the section, or
 - II. floating a rope through the sewer section and using the rope to pull the foam discharge hose into the section.
- (4) In the event that the Contractor needs to clean the sewer section, or use hydraulic or mechanical cleaning equipment on the sewer section prior to treatment, the Contractor shall allow for a minimum waiting period of sixty days between the cleaning operation and the treatment operation.
- (5) The equipment used shall discharge foam at approximately 30 PSI, or such pressure that is sufficient to fill a small diameter pipe (i.e., 12-inch diameter or less) with foam. Hose retrieval rates must be timed to evenly distribute the full quantity of foam throughout the entire area of treatment. The quantity of foam shall be sufficient to completely fill the entire volume of the main sewer treated, plus an additional 10% to allow for the penetration of material up lateral sewers, and for loss in manholes. Sewer service to homeowners shall not be interrupted. The Contractor must beware that excessive discharge pressure, and/or excessive quantities of material may cause foam to enter houses, or travel up forward clean-outs onto lawns.
- (6) The use of a jetter truck is acceptable; however, it shall be the responsibility of the contractor to immediately repair any property damage that occurs as a result of jetter truck use.

6. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be liable to the Owner for all expenses, losses or damages, as determined by the Owner, incurred in consequence and any defect, omission or mistake of the Contractor, agents, or employees, or for the making good thereof.
- B. Should any chemical root control agent spill on the ground, the chemical and affected soil shall be removed and safely disposed of. The area shall be restored to a condition equal to or better than before the spill. Any damage to vegetation resulting from misuse of the chemical root control agent shall be the responsibility of the Contractor.

- C. The Contractor shall be responsible for any and all damages to structures inside and out caused by root control chemicals.
- D. The Contractor shall be responsible for insuring that there are no adverse effects on wastewater treatment plant processes, or adverse effects on the quality of wastewater treatment plant effluent, as a result of chemical applications.
- E. The Contractor shall respect the rights of property owners, and not enter upon private property without obtaining permission from the owner of the property. Special note to the Contractor: Several lines are located in easements that are difficult to access. All sections assigned must be completed.
- F. The Contractor shall place proper traffic warning devices to protect the specific job site, and to prevent accidents or personal injury to the public. Police protection and/or flagmen for safe traffic control shall be provided by the Contractor as conditions dictate or when so directed by the Owner. Some line sections will be located in moderate to heavy traffic areas.
- G. Filling of a chemical mixing tank shall be done with an air gap or reduced-pressure-zone backflow prevention device, approved by the Owner. The Contractor may only draw water from public water supplies at locations and using procedures approved by the Owner. The Contractor must purchase and utilize a County meter to measure water used and report as part of project. When the meter is returned a completion of project, the Contractor shall receive rental refund.
- H. The Contractor shall keep complete, accurate records of each day's operation. Records shall show date of treatment, asset id's of pipe lines treated, pipe size and distance, and other pertinent information. Log sheets shall be submitted with the invoice.
- I. The Contractor shall return within 4 to 8 months after the work is completed, and periodically throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.
- J. The Contractor shall be responsible for insuring that handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers, is according to the State and Federal regulations pertaining thereto.

7. ASSISTANCE PROVIDED BY THE OWNER

- A. A representative of the Owner will accompany the Contractor's crew, and/or sewer system digital maps will be provided showing the exact locations of the pipes to be treated.
- B. The Owner shall provide for the entering of private lands, public lands and right-of-ways.
- C. The Owner shall provide a source of fresh water at a location or locations to be designated by the Owner.
- D. The Owner shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc. if needed.

8. COMPLETED WORK REPORTS TO BE PROVIDED BY THE CONTRACTOR

- A. Upon completion of the project and accompanying the invoice, or whenever requested by the Owner, the Contractor shall submit completed work orders.
- B. The Contractor shall complete work on each asset as assigned via the County's Computerized Work Order Management system. Upon start of work, the Contractor shall receive work orders as assigned by the Project Manager. The Contractor shall utilize digital maps to track work progress and submit detailed work logs identifying each sewer pipe line completed.
- C. The Contractor shall be responsible for providing all computer hardware necessary to use Lucity Mobile Master and a GIS map viewer.

9. SEWER CLEANING

- A. Sewer pipe cannot be treated effectively when surcharging flow conditions exist. If a surcharging condition exists on a sewer to be treated (i.e., flow is greater than 60% of the pipe diameter), the Contractor will return to treat that sewer when the flow is normalized. If a sewer surcharges within a 12-hour period after a treatment has been made, the Contractor will be required to retreat that section of sewer at the Contractor's expense.
- B. If a sewer section is surcharged, at the time of treatment, due to a blockage, and/or excessive accumulations of dirt, grease or other debris, the Contractor is required to clean the pipe prior to treatment. The Contractor shall wait at least 30 days after any cleaning work is performed in order to allow root tissues to recover, prior to treating the sewer line.

10. WORK SCHEDULE AND TIME FOR COMPLETION

- A. Upon receipt of a notice to proceed, the Contractor shall start work within fifteen calendar days, and complete all work in a timely fashion to the satisfaction of the Project Manager. Failure of the Contractor to respond to these contract requirements and complete work in a timely fashion to the satisfaction of the Project Manager will result in cancellation of the contract.
- B. The contractor shall provide forty-eight (48) hour notice to the Project Manager prior to starting work on any portion of the contract. All work shall be performed during normal business hours observed by Rockdale County. Work during other hours, weekends, or holidays observed by the County, may only be performed with permission from the Project Manager. The County reserves the right to inspect all work concurrently, and to reject any work that, in the opinion of the Project Manager, is defective in workmanship and/or materials. In the event that the work schedule proposed by the Contractor places the County at an inconvenience with respect to the inspection of the work, the Project Manager may require the Contractor to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed necessary by the Project Manager to enable the County to exercise the right to inspect.

11. OVERFLOWS AND SPILLS

- A. It shall be the responsibility of the Contractor to schedule and perform his work to result in no overflows or spills of sewage or combined sewage from the system. If sewage flows are such that they interfere with the Contractor's ability to perform work, the Contractor shall be responsible for scheduling his work during low flow periods.
- B. In the event of overflows caused by the Contractor's work activities, the Contractor shall immediately take appropriate action, in accordance with the County's SSO procedures, to contain and stop the overflow, clean up the spillage, disinfect the area affected by the spill, and notify the County in a timely manner. The Contractor shall prepare his own written Standard Operating Procedure (SOP) for handling and reporting spills, which shall be compatible with the County's procedures.
- C. Contractor will indemnify and hold harmless the County for any fines or third-party claims for personal or property damage arising from a spill or overflow that is fully or partially the responsibility of the Contractor. Should fines be imposed because of any overflow for which the Contractor is fully or partially responsible, the Contractor shall pay all such fines and all of the County's legal, engineering, and administrative costs in defending such fines and claims associated with the overflow.
- D. In the event that wastewater is overflowed, spilled, discharged, leaked, backed up, or otherwise released, whether fully or partially due to the Contractor's work, the Contractor shall be responsible for the cleanup. This cleanup shall be performed at the Contractor's expense with no additional cost to the County. The Contractor shall also be responsible for notifying the County's sewer system maintenance personnel and complying with any and all regulatory requirements for cleaning up the spill at no additional cost to the County.

E. Contractor will be responsible for providing full reporting of the spill, not limited to the information below:

- i. Impacted Pipe Facility ID
- ii. Status
- iii. Date
- iv. Reported By:
- v. Street Address
- vi. Cross Street
- vii. Location
- viii. Overflow Start Time
- ix. Overflow End Time
- x. Overflow Source
- xi. Facility ID of Overflow Structures
- xii. Est. GPM
- xiii. Est. Minutes
- xiv. Est. Gallons
- xv. Containment Method 1
- xvi. Containment Method 2
- xvii. Sign posted?
- xviii. Cleanup Method 1
- xix. Cleanup Method 2
- xx. Disposal Method
- xxi. Gal. Recovered
- xxii. Property Owner
- xxiii. Owner Satisfied?
- xxiv. Reason for Overflow

12. GUARANTEE

- A. For each sewer section (manhole-to-manhole) that is treated under the Price Agreement, the Contractor shall guarantee the work as follows.
- B. At the option of the Owner, the Contractor shall, at his own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning the date of treatment, and ending two years after the date of treatment.

- C. Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.
- D. The guarantee applies only to sewer stoppages caused by live roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. **The decision of the Owner as to the cause of a stoppage is binding.**
- E. The Contractor shall be required to return periodically (every 4 to 8 months), at the Contractor's sole expense, for the purpose of performing free re-treatments as required under the guarantee.

13. LATERALS

- A. The contractor must be able to provide chemical treatment for laterals. The treatment must be performed from the lateral clean out one (1) foot toward the property and then back to the mainline. All work performed on laterals shall be accomplished in the same manner as mainline operation prescribed within this specification.
- B. All laterals assigned to the contractor will be grouped together in a close proximity whenever possible.
- C. All laterals assigned will have forward clean outs accessible from outside the house.

14. MEASUREMENTS AND PAYMENT

- A. Payment for root treatment shall be made at the unit bid price. The root treatment shall be measured by linear foot from the starting point of the line to the stopping point of the treatment by linear foot. Payment will be full compensation for furnishing all labor, tools, and equipment necessary to perform all work.
- B. Payment to the contractor shall be made only after all work specified by the Contract has been completed to the Owner's satisfaction, and all reports and submittals requested by the Owner have been received by the Owner. No partial or progress payments will be made.

The Owner may retain part or all of any monies due to the Contractor to ensure performance of the Contractor with respect to the Contractor's obligations, including those specified under the guarantee, or to ensure that the Contractor makes good on any and all claims arising out of the Contractor's performance on the contract.

BID FORM – ITB# 18-08

Instructions: Complete all parts of this bid form.

PART I: Bid Summary

Complete the information below.

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

BID SCHEDULE

Item	Description	Quantity	Unit of Measure	Unit Price	Total
1	6 in. / Street & Easement	4500	LF		
2	8 in. / Street & Easement	10000	LF		
3	10 in. / Street & Easement	6500	LF		
4	12 in. / Street & Easement	5000	LF		
				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 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	

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

REFERENCES

Rockdale County requests a minimum of three, (3) references where work of a **similar size and scope** has been completed.

Note: References should be customized for each project vs. submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project bidding for. Do not submit a project list in lieu of this form.

1. Company Name _____
Brief Description of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____
2. Company Name _____
Brief Description of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____
3. Company Name _____
Brief Description of Project _____
Completion Date _____
Contact Person _____
Telephone _____ Facsimile _____
E-Mail Address _____
Company Name _____

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.

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

- A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:
 - 1. LAST COMPLETE FISCAL YEAR:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

2. YEAR PRIOR TO "1" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

3. YEAR PRIOR TO "2" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

1. What is the Contractor's current bonding capacity? _____

2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Project #1:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #2:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #3:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? _____

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? _____

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? _____

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? _____

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me
This _____ day of _____

Signature

Notary Public

My Commission Expires: