



Oconee County Board of Commissioners

Operation and Maintenance of Wastewater Irrigation Spray Fields at the Rocky Branch Land Treatment Facility (LAS)

Request for Qualifications / Proposals (RFQ/P) #1801-12

Overview

Oconee County Board of Commissioners, (d/b/a Water Resources Department, OWNER) requests Statements of Qualifications and Proposals (SOQ/P) for the operation and maintenance of its wastewater irrigation spray fields located at the Rocky Branch LAS, 1381 Rocky Branch Road, Watkinsville, GA 30677. Written proposals from qualified operators, agricultural contractors, or other qualified parties, will be accepted until 5:00 P.M., local time, February, 15, 2018 at the Finance Department, Oconee County Courthouse, Suite 203, 23 North Main Street, Watkinsville Georgia, 30677.

This Project is classified as Operations Services in nature and falls under the County's Fiscal Policy as a Public Works Contract.

The Project will be an ongoing program with a three-year cycle whereby the selected CONTRACTOR will maintain or operate components of the Department's wastewater land treatment system.

The primary objectives of the Work are as follows:

- Maximize disposal of treated effluent by spray application to the agricultural fields, without run-off, as allowed by the EPD permits.
- Optimize the agricultural crops production and harvesting.
- Operate and maintain the LAS distribution and irrigation equipment.

The Project will be awarded by the Board of Commissioners as a Contract Agreement. The selected CONTRACTOR will be asked to provide its standard service agreement for operations services should the procurement reach the Board action stage.

Section 1: Description of Services

Briefly, the work includes mechanical and agricultural related services at the LAS, including, but not necessarily limited to, the following categories:

Crop Management:

1. Periodic harvesting, conditioning, baling, removal and disposal of hay or other crop used for nutrient uptake.
2. Periodic planting of seed, sprigs or other crops intended for nutrient uptake as part of the Owner's wastewater treatment operation at the facility.

Operation Management:

3. Periodic design, construction, maintenance, rehabilitation and repair of irrigation spray field network of buried supply lines, valves, risers and irrigation heads that comprise the land treatment system.
4. Operational coordination of the spray fields with the Owner's wastewater treatment operation, including rotation of fields as needed for maximum allowable irrigation rates as authorized by the Facility's LAS Permit.
5. Irrigation consulting, design, management and optimization of the fields for maximum nutrient uptake.

The Owner may select one or two CONTRACTOR(S) to perform either Crop Management or Operation Management services over the Contract Term, depending on the benefit to the Treatment Operation. Interested parties may propose on either or both categories of services.

Note: An Option to propose on Crop Removal Only is provided.

Background:

Commissioned in the year 2000, the LAS currently treats and disposes of approximately 400,000 gallons per day (GPD) of municipal wastewater. Treated wastewater meeting certain limits for 5-Day Biochemical Oxygen Demand (BOD₅) and Total Suspended Solids (TSS), is screened and pumped by the facility's Sprayfield Pumping Station (SPS) to irrigation fields where it is sprayed over approximately 103 acres of grassed fields. Periodically, normally 4 times per year, the crop (currently Tift 419 Bermuda) is harvested as rolled hay. The grass species are chosen and cultivated for maximum nutrient uptake, particularly Nitrogen (N). The treated wastewater applied to the fields percolates through the soil where final biological treatment is performed by soil bacteria, and nutrients are taken up by the design crop. Finally, the crop is removed by periodic harvesting. Overall system performance is monitored by groundwater wells located at the edges of the spray fields and downgradient from the site.

Record Documents:

For background data, please download from the Vendor Registry, the following files pertinent to the requirements of the RFQ/P:

1. Plant and system drawings: 2001-05 Rocky Branch LAS Record Drawings

2. Rocky Branch LAS Design Development Report, February 2017
3. Operation and Maintenance Manual
4. Permitting documents: Georgia DNR / EPD Permit: GAJ020176
5. Discharge Monitoring Reports (DMRs), describing the wastewater operation
6. Crop production and harvesting records
7. Soils and lab tests for the spray fields
8. Daily flow, effluent application and rainfall records
9. Power utility records

Section 2: Scope of Work:

Project Approach:

All services must be provided compliant with the requirements of the associated permits and following Georgia Environmental Protection Division (EPD) *Guidelines for Slow-Rate Land Treatment of Wastewater via Spray Irrigation*, latest published edition.

The Scope of Work is divided into the following two categories of services:

Crop Management Services:

1. Conduct and report periodically on soil analyses as required by permits. Soil samples will be collected and processed by a lab certified to perform such analyses.
2. Recommend and plant crops that will maximize nutrient uptake as described in the limits of the LAS's permits. Contractor may plant seeds, sprigs or other crops in test plots as necessary to ascertain crop performance prior to applying on a broad scale.
3. Provide soil conditioning as required to increase crop yield with care taken not to exceed soil nutrient limits specified in permits.
4. Recommend and coordinate rotation of fields for spraying treated effluent with the Operation Management contractor, if a separate entity.
5. Periodically harvest, bale, remove and dispose of crops. Disposal of crops may be by (a) sale at market rates, (b) sale at some agreed upon rate with the Owner, or (c) contribution to the community where recipients must remove the crop products at their own expense. **Note: an option to propose only on Crop Removal Only is provided.**
6. Provide soil analyses, monthly crop farming records (e.g., acres cultivated by crop, yield, harvest quantities, crop sales, etc.) to the Owner. Provide data in support of Owner's required periodic reporting to GA EPD.

Operation Management Services:

1. Contractor will be responsible for the safe operation and maintenance of the spray irrigation system from the SPS through the spray field nozzles in the fields. Periodic recommended maintenance by the SPS manufacturer shall be a part of this Contract.
2. Coordinate rotation of fields for spraying treated effluent with the Crop Management contractor, if a separate entity.

3. Coordinate operation of the spray irrigation system with the Owner's LAS treatment staff. Such coordination may entail available water supply including storage requirements and planned irrigation schedule.
4. **Energy Management Savings Option:** As an incentive for efficiency, if the CONTRACTOR elects to include the power cost for the SPS in the Cost Proposal, the resulting power cost on the OWNER'S utility bill will be reimbursed by the CONTRACTOR, with the margin (efficiency savings) remaining with the CONTRACTOR. See Cost Proposal section for details.
5. Recommendation and installation of spray field nozzles, valves, piping and other appurtenances to optimize irrigation operation. This will include repair or replacement of defective or failing components for mechanical, electrical and control-related systems.
6. Recommendation to the Owner of significant overhauls or replacement of equipment.

Owner's Responsibilities:

The Owner will operate the LAS treatment equipment including the supply of treated water effluent to the SPS. The Contractor will coordinate with the Owner on treated water supply and other needs and will advise the Owner on equipment and crop management issues.

Contract Term: Duration of contract will be an initial term of three (3) calendar years (1,095 days), with a successive two (2) year term, to be renewed 60-days before the Contract Term. Thereafter, the contract may be renewed annually, on the approval of the Board of Commissioners. Contract may be terminated by either party with ninety (90) days written notice.

Section 3: Procurement Process:

Acknowledgement of RFP:

Each potential Respondent should provide the Owner, an acknowledgement that it has received the RFQ/P. Such acknowledgement shall identify and provide full contact information for the Respondent's contact, who shall be the Respondent's single point of contact for the receipt of any future documents, notices, and addenda.

Communications and Owner Contact:

The Owner Contact will act as the single point of contact for this RFQ/P and shall administer the procurement process. All communications shall be submitted by email, and shall specifically reference this RFP:

Ms. Karen Barnett, CPPB
Purchasing Officer
Finance Department
23 North Main Street
Watkinsville, Georgia 30677
Phone: (706) 769-2944
Fax: (706) 310-3574

Email: kbarnett@oconee.ga.us

No oral communications from the Owner Contact or other individual is binding. With the exception of the Owner Contact, no contact with Owner staff, board members or any public official concerning the Project during the procurement process is allowed. Violation of this provision may result in disqualification of Respondent.

Site Visits: The Owner Contact may designate alternate contacts, such as an Owner Representative, or other County staff, in order to address specific inquiries such as scheduling appointment for site visit.

Schedule:

The current procurement schedule is as follows:

Issue RFQ/P:	December 15, 2017
Site Visits By Appointment:	December 18 to February 8, 2017
Last Day for Email Questions:	February 8, 2018; 5:00 p.m.
Submit SOQ/P:	February 15, 2018; 5:00 p.m.
Interviews (if required):	February 21 - 28, 2018

Submittal and Due Date:

Email one (1) pdf version of the Response, no later than February 15, 2018 at 5:00 p.m. local time, addressed to the Owner Contact as listed above. Each Respondent assumes full responsibility for timely submittal of its Response at the required location. Any proposal received after the submittal deadline will be deemed non-responsive and returned. Please allow sufficient time to clear Courthouse Security check-point if hard copy delivery of proposal is contemplated.

The Respondent shall furnish and sign all information required by the RFP documents. An authorized agent of the company must sign documents.

Responses sent by facsimile will not be accepted. Hard copies of proposals will be accepted at the above designated address and prior to the time indicated.

The Owner may choose not to accept a submittal of a Respondent who is in default on the payment of taxes, licenses or other monies due to the County.

Response Format:

The Response should not exceed twenty (20) pages sized 8.5 X 11-inches, excluding resumes, attachments and cost proposal. If 11 x 17 sheets are used, each side will count as two (2) pages.

Note: For parties submitting only on Crop Removal Only, see submittal requirements at the end of this section.

Cover Letter: Brief 1-page maximum stating Respondent's value proposition.

Project Team and Qualifications: Provide firm or team description for the Respondent which describes history, types of company(s), business location and licensure (provide current business license number and expiration date), Owners served and durations.

Project Approach: The SOQ must describe the Respondent's recommended approach for efficiently performing the work. The OWNER desires that the Land Treatment System be optimized in the areas of nutrient uptake and cost efficiency. Value added concepts or alternative approaches to operation and maintenance will be highly appreciated by the OWNER.

Project Experience: The SOQ must describe the experience of the firm(s) and project team members on projects similar to the tasks described in the RFQ/P. The Respondent shall submit descriptions of reference projects to demonstrate relevant experience.

Experience: Crop Management Services: Within the past ten (10) years, the Respondent should have successfully completed at least five (5) similar or comparable management projects for municipal or private water agencies in the Southeastern United States. Project experience should describe comparable metrics of systems managed such as acres irrigated and maintained, results of pollutant removal and nutrient uptake, crops managed, harvested, and disposed, etc.

Experience: Operation Management Services: Within the past ten (10) years, the Respondent should have successfully completed at least five (5) comparable management projects for municipal or private water agencies in the Southeastern United States. Project experience should describe comparable metrics of systems managed such as pumping stations operated, acres irrigated, plant treatment capacities, crops managed and harvested, etc.

For each category of services, the Respondent will highlight five (5) relevant projects – if responding on both categories of services as a single Respondent, provide five (5) relevant projects. Each project description shall contain at least the following information:

- Name of Owner;
- Owner contact including phone and email address;
- Role of Respondent firm(s);
- Contract value;
- Year completed or expected;
- Description of relevance to this RFQ/P; and,
- Key team members for this Project with a clear description of role and responsibilities.

Experience: Crop Removal Services Only Submittal:

Cover Letter: See requirements above.

Contractor: Principal contact name, address, phone, e-mail address. List other personnel that the Owner may regularly work with if selected.

Experience: Provide a list of at least three (3) clients, preferably municipal or agricultural customers, including client's name, contact person, address, phone number, and e-mail address. Include for each client, the number of years and acreage harvested.

Section 4: Cost Proposals:

Respondents should provide a Cost Proposal as follows. Cost Proposal form(s) are provided in Attachment C.

1. Crop Management Services; or,
2. Operation Management Services; or,
3. Both Categories of Services; or,
4. Crop Removal Only.

Crop Management and Operation Management Cost Proposal:

Respondent will provide the services described in Section 1 for the initial term of the contract. Respondents may complete either or both categories of services. Respondents should note an opportunity to provide an "energy management" savings option whereby the Irrigation Pump Station power usage would be managed separately from other treatment processing equipment in order to manage electrical KW demand.

Crop Management Services Cost Proposal:

Respondent will provide the services described in Section 1 for the initial term of the contract for the Crop Management services only with the following scope limitations and modifications:

1. Recommend and plant crops that will maximize nutrient uptake as described in the limits of the LAS's permits. Contractor may plant seeds, sprigs or other crops in test plots as necessary to ascertain crop performance prior to applying on a broad scale.
2. Provide soil conditioning as required to increase crop yield with care taken not to exceed soil nutrient limits specified in permits.
3. Recommend and coordinate rotation of fields for spraying treated effluent with the Operation Management contractor, if a separate entity.
4. Periodically harvest, bale, remove and dispose of crops. Disposal of crops may be by (a) sale at market rates, (b) sale at some agreed upon rate with the Owner, or (c) contribution to the community where recipients must remove the crop products at their own expense.

Please note that proceeds from the disposal of crops retained by the CONTRACTOR will constitute full and final compensation to the CONTRACTOR during the term of the contract.

Crop Removal (Only) Cost Proposal:

Periodically harvest, bale, remove and dispose of crops. Disposal of crops may be by (a) sale at market rates, (b) sale at some agreed upon rate with the Owner, or (c) contribution to the community where recipients must remove the crop products at their own expense.

Proceeds from the disposal of crops retained by the CONTRACTOR will constitute full and complete compensation to the CONTRACTOR during the term of the Agreement.

Review of Cost Proposals:

Cost Proposals received will be scored after other evaluations are completed, including any interviews or presentations that the Owner elects to have with Respondents.

Cost Proposals will remain valid for sixty (60) days from date of submission. The Owner retains the right to review and negotiate costs with the selected Respondent(s) beyond the initial term or prior to each renewal period.

Section 5: Evaluation and Selection:

Evaluation Criteria:

The selection committee will evaluate and rank the Responses that best satisfy the project requirements by applying the comparative evaluation criteria below.

Criteria / Description	Value
Team and Qualifications:	20%
Project Approach:	30%
Experience:	25%
Cost Proposal:	25%

Selection:

The Owner may request additional information from one or more Respondents in order to complete the evaluation process. At its option, the Owner may invite one or more Respondents to make a presentation or discuss their proposal details. After the evaluation process is complete, the Owner will notify all Respondents. The top ranked Respondent will be either selected for contract award on the basis of their SOQ/P and any additional evaluation information or offered the opportunity to negotiate the final terms of the Contract. If the Owner determines that the top-ranked Respondent’s proposed final terms of the Contract are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-ranked Respondent.

Section 6: Required Forms and Submissions:

Mandatory Forms

Attachment A: Please note and respond as applicable on insurance requirements

Attachment B: Respondents are required to complete and include the forms in Attachment B:

- Addendum Acknowledgement (if applicable)
- W-9
- Contractor’s Affidavit (E-Verify)
- Sub-Contractor’s Affidavit
- Drug Free Certificate
- Systematic Alien Verification for Entitlements (SAVE) Affidavit
- Non-Collusion Affidavit

Georgia Security and Immigration Compliance Act:

Respondents submitting must provide the following information in the submittal to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided.

1. A statement that indicates the Contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
2. By completing the affidavit that is provided with this solicitation, the Contractor is attesting to the following:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant;
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d. Any employee, Contractor, or Subcontractor of such Contractor shall also be required to satisfy the requirements set forth in this paragraph; and,
 - e. Upon contracting with a new Subcontractor, a Contractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the Subcontractor before beginning work.

County Public Benefit Application Affidavit (SAVE)

Contractors responding must provide affidavits of citizenship / alien status for “public benefits” as set forth in O.C.G.A. §50-36-1. Also, O.C.G.A. §50-36-1(e), which became effective January 1, 2012, requires applicants for “public benefits” to provide at least one “secure and verifiable document” of identification, such as a photocopy of a valid driver’s license. The form is provided.

Contract Term: Contract will be an initial term of three (3) calendar years (1,095 days), with a successive two (2) year term, to be renewed 60-days before the Contract Term. Thereafter, the contract may be renewed annually, on the approval of the Board of Commissioners. Contract may be terminated by either party with ninety (90) days written notice.

Open Records:

1. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Oconee County Board of Commissioners. All such materials shall remain the property of Oconee County and will not be returned to the Respondent.
2. If the Respondent's submittal contains trade secrets, then an affidavit shall be provided along with the documents to ensure they are redacted from open record requests. Be sure each page is marked "Trade Secret."

Attachment C

- Cost Proposal Form

Attachment A
Insurance Requirements



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Insurance Requirements

The following recommended minimum insurance limits apply to vendors doing business with the Oconee County Board of Commissioners. The Standard Insurance Limits are recommended for all procurements of goods and ancillary services. The specific requirements for vendors providing high risk services supersede the Standard Insurance Limits. Coverage types and limits are recommended minimums and should be increased as appropriate based on contract value and potential risks to the County.

To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.¹

Important:

All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

¹ For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.

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- Certificate Holder should read:
 - Oconee County
Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677
 - Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
 - Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

- No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.
- Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

Workers Compensation (WC):	Statutory Limits – required in all contracts
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000
 Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
 Automobile Liability	
Combined Single Limit	\$ 1,000,000

B. HIGH RISK INSURANCE LIMITS

1. Asbestos Abatement:

Workers Compensation (WC): **Required for all Contracts - NO EXEMPTIONS**

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence \$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

2. Building Remodeling and Construction: This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC): **Required for all Contracts - NO EXEMPTIONS**

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000 (per project)

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

Property Coverage or Builders Risk Policy **Equal to or greater than the existing building limit if performing renovations.**

If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Other specific coverage requirements / levels may exist depending on project size, scope, and type.

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

3. Consulting Services:

Workers Compensation (WC): **Required for all Contracts - NO EXEMPTIONS**

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional Liability Type and limits defer by consulting type

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

4. Landscaping / Lawn Care:

Workers Compensation (WC): **Required for all Contracts - NO EXEMPTIONS**

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Additional Insured: The vendor shall add the “Oconee County Board of Commissioners, its officers, employees and agents” as an additional insured under the commercial general, automobile, and environmental impairment liability policies.

Attachment B
Mandatory Forms



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ADDENDUM ACKNOWLEDGEMENT

THIS ACKNOWLEDGEMENT MUST BE RETURNED WITH YOUR SUBMITTAL

The Respondent has examined and carefully studied the Request for Qualifications / Proposal and the following Addenda, the receipt of all which is hereby acknowledged:

Addendum No.: _____ /Date: _____

Addendum No.: _____ /Date: _____

Addendum No.: _____ /Date: _____

Addendum No.: _____ /Date: _____

Authorized Representative: (Signature)

Date

Title: (Print or Type)

Respondents must acknowledge issuance of any and all addenda. Respondents which fail to acknowledge receipt of addenda may result in the rejection of the Response if the addenda contain information that substantially changes the Owner's requirements.



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NON-COLLUSION AFFIDAVIT

RFP DUE DATE: _____

STATE OF GEORGIA

TO OCONEE COUNTY BOARD OF COMMISSIONERS,

Being first duly sworn, deposes and says that he / she is

(Title or role, i.e., sole owner, partner, president, secretary, etc.)

the party making the forgoing Response; that such Proposal is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent or person, to put in a sham Response, or that such other person shall refrain from Responding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Price of affiant or any other Respondent, or to fix any overhead, profit or cost element of said Proposal Price, or of that of any other Respondent, or to secure any advantage against Oconee County, or any other person interested in the proposed Agreement; and all statements in said Proposal are true; and further, that such Respondent has not, directly or indirectly submitted this Response, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant (Type or Print): _____

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

(Notary Public in and for)

(County)

My Commission expires _____, 20_____

(SEAL)

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL



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DRUG FREE WORKPLACE CERTIFICATE

By signing this certificate, the CONTRACTOR certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” has been complied with in full. The contractor further certifies:

1. A drug-free workplace will be provided for the CONTRACTOR’S employees during the performance of the contract; and,
2. Each CONTRACTOR who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with (contractor’s name), (subcontractor’s name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b) (7).”
3. The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Contractor: _____

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____



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Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Oconee County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Oconee County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Oconee County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Karen T. Barnett, CPPB
Oconee County Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: kbarnett@oconee.ga.us

**Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

Contractor (Firm Name): _____

County Solicitation: RFQ/P #1801-12

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above 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.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify TM Company Identification Number

BY: Signature of Authorized Officer or Agent Name

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Subscribed and sworn before me this _____ day of _____ 20_____

Notary Public

My Commission Expires:_____

[SEAL]

*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



RFQ/P #1801-12
Operation and Maintenance of Wastewater Irrigation
Spray Fields at the Rocky Branch Land Treatment Facility (LAS)

Affidavit Verifying Status for County Public Benefit Application
SAVE AFFIDAVIT - O.C.G.A. § 50-36-1(e) (2)

By executing this affidavit under oath, as an applicant for a Business Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1, from Oconee County, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1. _____ I am a United States citizen.
2. _____ I am a legal permanent resident of the United States.
3. _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.
4. My alien number issued by the Department of Homeland Security or other federal immigration agency is:

My card number is: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____

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 O.C.G.A. § 16-10-2, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (City), _____ (State)

Signature of Applicant: _____

Date: _____

Printed Name: _____ Date of Birth: _____

(Notary Public in and for)

(County)

My Commission expires _____, 20____ (SEAL)



RFQ/P #1801-12
Operation and Maintenance of Wastewater Irrigation
Spray Fields at the Rocky Branch Land Treatment Facility (LAS)

Agreement of Indemnification

STATE OF GEORGIA

TO OCONEE COUNTY BOARD OF COMMISSIONERS,

For value received, _____, (Undersigned) jointly and severally agree to indemnify and save harmless Oconee County and its successors and assigns from any claim, action, liability, loss, damage or suit arising from the following:

All activities involved with the removal of crops from the County's Rocky Branch Land Application System (LAS) located at 1381 Rocky Branch Road, Watkinsville, GA 30677.

Where any claim is asserted, Oconee County shall provide _____, (Undersigned) with reasonably timely notice of same in writing.

Thereafter, (Undersigned) shall at its own expense defend, protect and save harmless Oconee County against said claim or any loss or liability resulting therefrom.

Should _____, (Undersigned) fail to so defend and / or indemnify and save harmless, then, in such case, Oconee County shall have full rights to defend, pay or settle said claim on their own behalf without notice to _____, (Undersigned) for all fees, costs, and payments made or agreed to be paid to discharge said claim.

_____, (Undersigned) agrees to pay all reasonable attorneys' fees necessary to enforce said indemnification.

This agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

Signature

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

(Notary Public)

(County)

My Commission expires _____, 20_____

(SEAL)

Attachment C - Cost Proposal

<u>Item</u>	<u>Description</u>	<u>Monthly Flat Rate</u>
1.	Crop Management Services (Only): All services contained in Sections 1 and 2, Monthly Flat Rate:	\$ _____
a.	Less proceeds from Crop Removal:, Monthly Flat Rate:	\$(_____)
b.	Net Price to Owner:, Monthly Flat Rate:	\$ _____
c.	Requested annual escalation for 3 years:	_____ %
2.	Operation Management Services (Only): All services contained in Sections 1 and 2, Monthly Flat Rate:	\$ _____
a.	Less proceeds from Energy Savings option:, Monthly Flat Rate:	\$(_____)
b.	Net Price to Owner:, Monthly Flat Rate:	\$ _____
c.	Requested annual escalation for 3 years:	_____ %
d.	Allowance for LAS system repairs:	\$25,000.00
3.	Combined Crop and Operation Management Services, If Awarded Both: All services contained in Sections 1 and 2, Monthly Flat Rate:	\$ _____
a.	Requested annual escalation for 3 years:	_____ %
4.	Crop Removal Services Only: All services contained in Sections 1 and 2, Monthly, Flat Rate, If Any:	\$ _____

Proceeds from the disposal of crops retained by the CONTRACTOR will constitute full and complete compensation to the Respondent during the term of the contract.

Name of Respondent (Firm(s)): _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Date: _____