

Information and Instructions to Bidders

INSTRUCTIONS TO BIDDERS

GENERAL

Sealed Bids will be received by DeKalb County, Georgia, in the **Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, by 3:00 p.m., on December 7, 2016** for the Invitation to Bid entitled **ITB No. 16-100789 Major Gravity Sewer Line Capacity Restoration Project** which is on file in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030. Sealed Bids shall be submitted on the form furnished by the County and shall be submitted in **triplicate**, designated as original or copy. **ONE ORIGINAL BID AND TWO IDENTICAL COPIES MUST BE SUBMITTED ON THE DATE AND AT THE TIME AND PLACE PRESCRIBED ABOVE.**

Complete Drawings, Specifications and Bid forms may be obtained from the **Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030.** Bids will be considered only from experienced and well-equipped contractors. Prior to beginning construction, the successful Bidder will file with the County a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.

SUBMITTING BIDS

Bids are to be submitted on the proper unaltered forms, and shall be addressed to the DeKalb County Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, sealed, dated and enclosed in an envelope or package appropriately marked on the outside with the name of the Bidder, the date and hour of opening, and the Invitation to Bid Number and Project Name.

COUNTY CHANGES TO FORMAL SOLICITATIONS: (Invitation to Bids (ITB) and Request for Proposals (RFP))

The County reserves the right to change any part of the Bid/Proposal Package any time prior to the bid/proposal opening. Any changes shall be in the form of addenda which shall become a part of the solicitation documents and the Contract. Addenda shall be made available via the County's website where the original solicitation documents were posted. A respondent's failure to address the requirements of any addendum may result in that bid/proposal being rejected as non-responsive.

The County reserves the right to modify any sample County contract within the Bid/Proposal Package.

COUNTY CHANGES TO CONTRACTS/AGREEMENTS

The County may, from time to time, request changes in the Scope of Work to be performed by Contractor hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the County and Contractor,

shall be effective and enforceable until and unless a written amendment or change order to the Contract/Agreement has been executed by both parties and attached hereto.

REJECTION OF BIDS/PROPOSALS

Bids/Proposal may be rejected if they show omissions, alterations of form, addition not called for, conditions, limitations, unauthorized alternate Bids/Proposals or other irregularities of any kind. The County reserves the right to waive any informalities or irregularities of Bids/Proposals.

A bid/proposal may be declared nonresponsive if any of the required bid /proposal documents are missing, incomplete, inaccurate or altered as determined by the County. Determinations of final responsiveness shall be solely determined by the County's Chief Procurement Officer.

A bid/proposal may be deemed non-responsive if any of the bid/proposal documentation, or any other information required by the bid/proposal documents, is missing, incomplete, inaccurate, misrepresented or altered as determined by the County.

BUSINESS LICENSE

Bidders shall submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If Bidder is a joint venture, Bidder shall submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Bidder holds a professional license, then Bidder shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the proposed Bid being deemed non-responsive.

UTILITY SYSTEMS CONTRACTOR'S LICENSE

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its or its subcontractor's Georgia Utility Systems Contractor's License, Utility Manager's Certificate, and Utility Foreman's Certificate in a separate sealed envelope. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Bid, the subcontractor must be listed as such on appropriate Bidder's Lump Sum Price Form Bidder's Unit Price Form. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format may result in the proposed Bid being deemed non-responsive.

NASSCO PACP/MACP CERTIFICATION

Bidder must provide a copy of its supervisor and field crew leaders' current, valid National Association of Sewer Companies (NASSCO) Pipeline Assessment & Certification Program (PACP) certification and Manhole Assessment Certification Program (MACP) with its Bid. Failure to provide this certificate in this format shall result in the proposed Bid being deemed non-responsive with its Bid. Failure to provide this certificate in this format shall result in the proposed Bid being deemed non-responsive. See **Standard Construction Contract, Attachment B, Technical Specifications**. In addition to NASSCO Certification, Bidder must

submit respective supervisor and field crew leaders' experience as specified in the Technical Specifications.

B. The Contractor must meet all of the following criteria to be considered qualified to propose and/or bid on the subject contract:

1. The Contractor, or their subcontractor, must document they, not their parent company or related company or the experience of an individual/s, have been performing sewer cleaning a minimum of five (5) years.
2. The Contractor, or their subcontractor, must document they, not their parent company or related company or the experience of an individual/s, have cleaned a minimum of 300,000 linear feet of sewer mains of the sizes involved for this contract in the past two (2) years. This documentation shall include locations, references (including names and phone numbers), pipe sizes and linear footages of those sizes.

GENERAL CONTRACTOR'S LICENSE NUMBER (If Applicable)

As required by O.C.G.A. § 43-41-6, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia General Contractor's License. The Georgia General Contractor's License must be issued in the name of the Bidder or in the name of its qualifying agent. If a proposed Bidder is relying upon a qualifying agent's Georgia General Contractor's License, then the name of the proposed Bidder must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid may result in the proposed Bid being deemed non-responsive.

QUESTIONS, ADDENDA AND INTERPRETATION

All questions by prospective Bidders concerning the Project and requests for interpretation of the Bidding Documents must be submitted in writing to: All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted via email to Teresa Slayton, CPPB, CPP, CPPM, CPPC, CICC, CISM, GCPA, GCPM, Senior Purchasing Agent the Department of Purchasing and Contracting, the Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, in writing no later **1:00 P.M. on Monday, November 28, 2016**. No response to questions and/or requests for interpretation shall be made to inquiries received later than **1:00 P.M. on Monday, November 28, 2016**. Other than questions asked and answered at the pre-bid conference, no answer to a question or interpretation of the meaning of the Contract will be made orally to any Bidder. For questions and requests for interpretation after the pre-bid conference, each response shall be given in written addendum, separately numbered and dated, and published on the County website in sufficient time for interested parties to review. The County shall be the sole determiner of sufficiency of time.

ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Acknowledgments must be received by the County before the Bid opening time and date.

Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. All addenda issued for this Project may be found on DeKalb County's website, <http://www.dekalbcountyga.gov/purchasing/index.htm>.

AUTHORITY TO SIGN

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Bidder.

BID GUARANTEE TO ACCOMPANY BID

Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Bid. The Bid Guarantee may be in the form of an official bank check payable to DeKalb County, or a Bid Bond in the form provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

OCIP INSURANCE COVERAGE

In connection with the Work, and for the Contractor and those subcontractors deemed eligible by the County for participation, the County will implement an County Controlled Insurance Program ("OCIP"), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to the Work performed on the Project site. The Contractor and its Subcontractors shall provide their own insurance for all off-site activities. The Builder's Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor's and Subcontractors' machinery, tools, and equipment not destined to become a part of the Project Work.

OCIP MANUAL OF INSURANCE PROCEDURES

The OCIP coverage provided by the County shall be further detailed in, and the Contractor requirements with respect to the OCIP shall be described in, the General Liability Wrap-Up Manual ("the Manual") is incorporated into the Contract Document (Exhibit 1) as (Attachment I). This Manual includes information on the following OCIP coverages: Commercial General Liability, Excess Liability, and Builder's Risk/All Risk Property Insurance.

EXCLUSION OF CONTRACTOR INSURANCE COSTS

Because the County is providing specific limits of General Liability, Excess Liability and Property Coverage (for eligible workers), following enrollment in the OCIP the Contractor shall exclude all General Liability, Excess Liability, and Property Coverage (Builder's Risk) costs from the Contract Price and its bid for itself and for all included Subcontractors. The Contractor warrants, for itself and all included Subcontractors, that all such on-site insurance costs for the coverages listed above shall be excluded in their entirety from the Contract Price, and no such coverage is duplicated by the Contractor or any Subcontractor of any tier. The Contractor and its Subcontractors shall make available to the County all documentation deemed necessary by the County in order to verify this cost exclusion. If requested by the County, the Contractor shall provide complete copies of its and its Subcontractors' current insurance policies in order to assist in the verification of the accuracy of the exclusion of insurance costs and to verify the accuracy of the information provided by the Contractor and its Subcontractors in the County Controlled Insurance Program (OCIP) General Liability Wrap Up Manual. **PART VI, Attachment M.**

BUILDERS' RISK INSURANCE COVERAGE

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such

other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost (<i>If Applicable</i>)	
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

RIGHTS RESERVED

The County reserves the right to reject any or all Bids, to waive formalities, and to re advertise. The County reserves the right to decide which Bid will be deemed lowest and best. For consideration as a responsible Bidder, the proposed Bidder shall, among other qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of facilities of similar character and magnitude for at least five (5) years, and shall demonstrate the financial ability to perform the required Work. Bidder may be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible Bidder. A list of work of similar character successfully completed within the last three (3) years may be required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached to the Bidder Document Package. In addition, the Bidder shall submit upon request by the County, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract between the County and the Contractor shall be executed in the form attached to the Bid Document Package on page 38, and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall

meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.*

FAILURE TO EXECUTE CONTRACT

The County shall have sixty (60) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the Bid Document Package on page 38 within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

TIME AND LIQUIDATED DAMAGES

Work must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed ("NTP"), by signing and inserting the acknowledgement date on the NTP. Contractor shall fully complete the Work within two (2) years.; including the acknowledgement date. For failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of One Thousand Dollars (\$1,000.00) for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

LOCATIONS AND SITE

The site of the proposed Work is at the stated location(s) within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder shall, before submitting a Bid, visit the site and acquaint itself with the actual conditions and the location of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents comprising the Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid. The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. If applicable to the Work, all easements and rights-of-way documents are available for inspection in the office of the Department of Watershed Management. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

LOCAL SMALL BUSINESS ENTERPRISE ORDINANCE

The Chief Executive Officer and the Board of Commissioners of DeKalb County recognize that it is important to encourage small and local businesses to participate in the business of County government; participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents; therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by enacting the Local Small Business Enterprise Ordinance, Code of DeKalb County, as revised 1988, §2-200 *et seq.* ("LSBE Ordinance") and implementing the LSBE program. For further details and an explanation of the LSBE Exhibits, please review the attached LSBE Program Information sheet which includes the required LSBE Exhibits. Bidders may also contact the County's Contract Compliance Division of the Department of Purchasing and Contracting at contract@dekalbcountyga.gov or 404-371-6395. The LSBE Program Information Sheet is a summary of the LSBE program and is provided as a service to potential County vendors. For the full and complete requirements of this program, potential vendors are directed to consult the LSBE ordinance itself. Completion of LSBE Exhibits A and B are MANDATORY. Failure to fully complete and submit LSBE Exhibits A and B with a Bid shall result in the Bid being rejected as non-responsive. Failure to fully complete and timely submit LSBE Exhibit C during the Contract Term may be cause for termination of the Contract. LSBE Exhibit D is a copy of the County's Certified Vendor List.

FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION

All qualifying Contractors and Subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91 included as page ___ be completed and submitted with the Bid.

GEORGIA OPEN RECORDS ACT

Contractors will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

FIRST SOURCE JOBS ORDINANCE

The DeKalb County First Source Jobs Ordinance, Code of DeKalb County, as revised, 1988, §2-231 *et seq.* ("the First Source Jobs Ordinance") requires Contractors and Beneficiaries of Eligible Projects as those terms are defined in First Source Jobs Ordinance now and as they may be amended hereafter, to make a good faith effort to hire DeKalb County residents for at least fifty percent (50%) of all jobs created by the Eligible Project using the First Source Register (candidate database). The Contractor and the Work to be performed under this Contract are subject to the provisions of the First Source Jobs Ordinance. A First Source Jobs Ordinance Acknowledgement Form is included in the Bid Document Package **Part I, Exhibit E**. The signer of this form acknowledges and agrees to comply with the provisions of the First Source Jobs Ordinance. For more information on the requirements of the First Source Jobs Ordinance, Bidders may contact DeKalb Workforce Development at 404-687-4099.

PREFERRED EMPLOYEES

Contractors, subcontractors, and independent contractors bidding on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. A Preferred Employee Tracking Form is included in the Bid Document Package as **Exhibit F**.

For information on Preferred Employees, please contact the DeKalb County Workforce Department by telephone at 404-687-3428 or in person at 320 Church Street, Decatur, GA 30030.