

# **Department of Purchasing and Contracting**

Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

# **September 27, 2021**

# **INVITATION TO BID (ITB) NO. 21-101434**

# **FOR**

# QUARTERLY BARSCREEN AND ANNUAL RETURN LINE CLEANING (THREE (3) YEAR MULTIYEAR CONTRACT)

# **DEKALB COUNTY, GEORGIA**

Procurement Agent: Email:	Kyheem Bristol
	kbristol@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting:	September 29, 2021 or October 6, 2021
(Bidders must attend 1 meeting on either of	` · · · · · · · · · · · · · · · · · · ·
the dates listed.)	For attendance instructions, utilize the following link:
	https://www.dekalbcountyga.gov/purchasing-
	contracting/general-information
Mandatory Site Visit:	2:00 P.M. ET, October 5, 2021
	Snapfinger AWTP Site
	4224 Flakes Mill Road
	Decatur, GA 30034
Deadline for Submission of Questions:	5:00 P.M. ET, October 8, 2021
Bid Opening:	3:00 P.M. ET, October 28, 2021
1 0	via Zoom video conference:
	https://dekalbcountyga.zoom.us/j/85408829931
	Passcode: 908405
Price Schedule Opening:	3 – 5 Business days after Bid Opening

FIRM'S NAME AND ADDRESS:	TELEPHONE AND FAX NUMBERS WITH AREA
(Street, City, State and Zip Code. Type or print):	CODE:
	Phone:
	Fax:
Federal Tax ID No.	E-mail:
ARE YOU A DEKALB COUNTY FIRM? Yes No	
SIGNATURE OF PERSON AUTHORIZED	SIGNER'S NAME AND TITLE (Type of Print):
TO SIGN BID AND DATE:	

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

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# INVITATION TO BID OVERVIEW

#### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for ITB 21-101434 Quarterly Barscreen and Annual Return Line Cleaning (Three (3) Year Multiyear Contract) from responsible bidders.

#### **B. GENERAL INFORMATION:**

# 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued: September 27, 2021

Mandatory DeKalb First LSBE September 29 or October 6, 2021

Meeting: For attendance instructions utilize the following link:

(Bidders must attend 1 meeting on either of https://www.dekalbcountyga.gov/purchasing-

the dates listed.) contracting/general-information

(Meetings are held at 10:00 a.m. and 2:00 p.m.)

Site Visit: 2:00 P.M. ET, October 5, 2021

Snapfinger AWTP Site 4224 Flakes Mill Road Decatur, GA 30034

Deadline for Submission of Questions: 5:00 P.M. ET, October 8, 2021

**Bid Opening:** 3:00 P.M. ET, October 28, 2021

via Zoom video conference:

https://dekalbcountyga.zoom.us/j/85408829931

Passcode: 908405

**Price Schedule Opening:** 3 – 5 Business days after Bid Opening

Bids Valid Until: Bids shall be valid for 120 days from and including the bid

opening date.

#### Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting

Maloof Administration Building 1300 Commerce Drive, 2<sup>nd</sup> Floor

Decatur, Georgia 30030, not later than 3:00 P.M. ET. October 28, 2021.

\*\*\* PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\*

Submit **one original bid package** (inclusive of the <u>entire</u> Invitation to Bid document and required documents, with the exception of the price schedule) stamped "Original", and **two sealed identical copies** stamped "Copy", of the bid package to the address listed above. Any pricing included in the bid package (original or copies) will cause the bidder to be deemed non-responsive.

#### 2. CONTACT PERSON:

The contact person for this bid is **Kyheem Bristol**, **Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via email at kbristol@dekalbcountyga.gov. Questions and requests for information or clarification concerning

the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

#### 3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., <u>must be requested in writing</u> and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined in the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. Questions must be submitted no later than <u>5:00 pm EST on October 8, 2021.</u>

# 4. <u>ADDITIONAL INFORMATION/ADDENDA:</u>

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, <a href="https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps">https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps</a>. Bidder should regularly check the County's website for addenda.

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# INVITATION TO BID PROCEDURES

#### A. BIDDER INFORMATION:

- 1. FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.
- 2. FAILURE TO RETURN ALL PAGES OF THIS INVITATION TO BID MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.
- 3. The *Minimum Specifications* are intended to be fair and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
- 4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- 5. By submitting a bid, the Bidder warrants that any good or service supplied to DeKalb County Government meets or exceeds the specifications set forth in this solicitation.
- 6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract, and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
- 7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.

# 8. Bid Withdrawal

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

# 9. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by the Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

- 10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
- 11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

# 12. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

# 13. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <a href="http://www.dekalbcountyga.gov/purchasing/">http://www.dekalbcountyga.gov/purchasing/</a>.
- b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply with, complete and submit all LSBE forms with the Bidder's response in order to be responsive to the bid. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <a href="https://www.dekalbcountyga.gov/purchasing-contracting/general-information">https://www.dekalbcountyga.gov/purchasing-contracting/general-information</a>.

c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at DeKalbFirstLSBE@dekalbcountyga.gov.

### 14. First Source Jobs Information

- a. The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met
- b. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworkforce.org or 404-687-3400.

# 15. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

# 16. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

#### 17. Ethics Rules

- a. Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.
- b. To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the

purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

## 18. <u>Business and Professional Licenses</u>

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Technical Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

#### **B. BID SUBMITTAL:**

- 1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
- 2. Bidders shall complete and submit Attachment A Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
- 3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
- 4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and "ITB No. 21-101434 for Quarterly Barscreen and Annual Return Line Cleaning (Three (3) Year Multiyear Contract)" on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

## C. CONTRACT AWARD:

- 1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
- 2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
- 3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
- 4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.

#### **GENERAL TERMS AND CONDITIONS**

- **A.** In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted Response; and the County's ITB.
- **B.** The Contractor's services shall include all things, personnel, and materials necessary to provide the goods and/or services that are in compliance with the specifications as authorized by the County.

#### C. DELIVERY:

Delivery of services or goods	s will commence with	hin ten (10) calendar days upon request.
Bidder state agreement:	Yes	No
Contact Person:		
Telephone Number:		Cellular Number:
Address:		
Alternate delivery time <u>may</u> be delivery or services below.	pe considered provid	ed it is so stated. Bidder state alternate terms for

All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 7:00 A.M. and 5:00 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

# D. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

#### **E. FOREIGN PRODUCTS:**

DeKalb County prefers to buy items produced and/or manufactured in the United States of America;
however, foreign products may be considered provided it is so stated. Bidder certifies that items offered
on this bid is/are manufactured and produced in the United States.
Yes No
If "No", state the exact location of plant or facility where items will be produced:

# F. COUNTY REQUIREMENT:

The contract will be an "Indefinite Quantity" type with County requirements to be satisfied on an "as ordered" basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

#### G. WARRANTY AND/OR GUARANTY:

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

#### H. SAMPLES & TESTING:

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

#### I. LITERATURE:

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

#### J. 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.

#### K. CONTRACT PURCHASE AGREEMENT:

A Contract Purchase Agreement (CPA) is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

L. TERM (Bidder shall not fill in the blank in this section. This portion shall be completed by the Department of Purchasing and Contracting upon the acknowledgement of receipt of the Notice to Proceed):

The Contractor shall commence the Work under this Contract within ten (10) days from the Notice to Proceed ("Commencement Date"). As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20\_\_\_\_\_, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

# M. PRICING:

- 1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and/or bid rejection.
- 2. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
  - To Contractor's customers.
  - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph M. Pricing as stated within the ITB.

- 3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030.
- 4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

# N. PAYMENT (Bidder shall not fill in the blanks in this section. This portion shall be completed by the Department of Purchasing and Contracting upon contract award):

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Contractor or authorized delegate and <u>must</u> contain the authorizing a unique invoice number specific to the project, the DeKalb County Purchase Order (PO), and the Contract Purchase Agreement (CPA) Number in order for payment to be processed. The PO Number must also be on the delivery ticket, if applicable.

2.	As full payment for the faithful performance of this Contract, the County shall pay the Contractor
	the Contract Price, which is an amount not to exceed
	(\$ ), unless changed by written Change Order in accordance with the terms of this
	Contract. The term "Change Order" includes the term "amendment" and shall mean a written order
	authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract
	Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or
	the Chief Executive Officer, if exempted from Governing Authority adoption and approval in
	accordance with the express terms of this Contract. The Chief Executive Officer or his/her designed
	shall have the authority to approve and execute a Change Order lowering the Contract Price or
	increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided
	that the total amount of the increase authorized by such Change Order is less than \$100,000.00. It
	the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order
	will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval

by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed the amounts listed below:

a.	County shall pay the Contractor an amount not to exceed year of the agreement.	for the initial
b.	County shall pay the Contractor an amount not to exceed year of the agreement.	for the second
c.	County shall pay the Contractor an amount not to exceed year of the agreement.	for the third

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

- 3. Invoice(s) and notice(s) must be submitted as follows:
  - a. Original invoice(s) must be submitted to:

Accounts Payable
DeKalb County Department of Finance
1300 Commerce Drive, 3<sup>rd</sup> Floor
Decatur, GA 30030

With a copy to the County Representative(s) listed below or to any other authorized designee from the department requesting the work:

Department of Watershed Management 4124 Flakes Mill Rd Decatur, GA 30034

Attn: Kenneth Gobin, Treatment Plant Manager

Email: khgobin@dekalbcountyga.gov

- b. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at <a href="www.dekalblsbe.info">www.dekalblsbe.info</a>. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at <a href="www.dekalblsbe.info">www.dekalblsbe.info</a>.
- c. Notices must be submitted to:

Chief Financial Officer
DeKalb County Department of Finance
1300 Commerce Drive, 6<sup>th</sup> Floor
Decatur, GA 30030

4. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

#### O. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

#### P. ADDITIONAL WORK:

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

#### Q. OWNERSHIP OF DOCUMENTS:

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

#### **R. RIGHT TO AUDIT:**

- 1. The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.
- 2. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

#### S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

#### T. REVIEWS AND ACCEPTANCE:

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

#### **U. TERMINATION OF AGREEMENT:**

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

#### V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly

or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

#### W. INSURANCE:

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000:
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.

(e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following: \$5,000,000 per occurrence \$5,000,000 aggregate

# 2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- 3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
- 4. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:

DeKalb County, Georgia
Director of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2<sup>nd</sup> Floor
Decatur, Georgia 30030

- 5. Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

- 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 8. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 9. Contractor is obligated to comply with any revisions to the County's insurance requirements.
- 10. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.
- 11. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- 12. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

#### X. GEORGIA LAWS GOVERN:

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

#### Y. VENUE:

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

#### **Z. COUNTY REPRESENTATIVE:**

The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

#### **AA. CONTRACTOR'S STATUS:**

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

#### **BB. SOLE AGREEMENT:**

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

#### **CC. SEVERABILITY:**

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

## **DD. NOTICES:**

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County: Chief Procurement Officer

Department of Purchasing and Contracting

Maloof Administration Building 1300 Commerce Drive, 2<sup>nd</sup> Floor

Decatur, Georgia 30030

**If to the Contractor:** Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

#### **EE. GEORGIA OPEN RECORDS ACT:**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

#### FF. COOPERATIVE AGREEMENT

DeKalb County supports cooperative procurement allowing public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. In certain, limited circumstances, the County may choose to make the same pricing structures, terms and conditions agreed to under this solicitation available to other public procurement entities. Bidders shall indicate below whether they shall agree to allow other entities to piggy-back off the agreement resulting from this solicitation. Inclusion as a piggy-back contract is not mandatory, may be based on specific contract terms, and will have no bearing on the contract award.

Agree to extend to other public procurement entities: Yes \_\_\_ No \_\_\_

[END OF GENERAL TERMS AND CONDITIONS]

# MINIMUM SPECIFICATIONS

## I. General Standards and Requirements:

- A. The Contractor shall furnish all equipment, manpower, materials, etc., necessary to satisfactorily clean the sewer line(s), including standby units in the event of breakdown, before the internal inspection work on the particular line is started. The term "clean" as used herein shall mean the complete removal of all garbage, dirt, gravel, rocks, roots, grease, settled sludge, and all other solid or semi-solid materials from the sewer lines and manholes.
- B. Hydraulic Cleaning Equipment: The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning.
- C. This solicitation has two objectives a quarterly cleaning of three (3) inclined multi-rake bar screens and an annual cleaning of the plant return lines. This service is needed to maintain consistent return flow of water through the treatment plant by removing lime scale buildup and other debris that may get stuck in the return lines. This will prevent sewer overflows. Barscreens need to be cleaned quarterly due to the amount of debris and grease that the plant receives daily. This trash and grease tend to coagulate together and create blockages on the screen preventing water from passing through the screens eventually leading to a spill situation.
  - 1. The first objective is to seek a contractor who will be able to enter the influent wetwell by ladder and pressure wash three (3) separate inclined mechanical bar screens to remove grease and debris from the ½" slats. Also, this job will require cutting rope or other foreign objects away from the rakes, there are forty-four (44) rakes per screen. Large debris will need to be removed from the wetwell while the smaller debris can pass through the system. Large debris will be items such as wood and large chunks of grease. This cleaning will occur quarterly (January, April, July and October).
  - 2. The second objective is clean the plant return lines by means of high-pressure cleaning and vacuuming. The plant returns tend to get restricted due to lime scale buildup hence the need for high pressure cleaning and vacuuming of the scale. There are eight (8) sections of line located on the site. The pipes sizes are 16", 24" and 32". There are fifteen (15) manholes that will be cleaned at the same time. The manhole depth ranges from twelve (12) feet to twenty-five (25) feet deep.
    - Section 1- 32inch diameter pipe 75 Linear Feet
    - Section 2- 32inch diameter pipe 86 Linear Feet
    - Section 3- 32inch diameter pipe 497 Linear Feet
    - Section 4- 16inch diameter pipe 94 Linear Feet
    - Section 5- 32inch diameter pipe 145 Linear Feet
    - Section 6- 32inch diameter pipe 145 Linear Feet
    - Section 7-24inch diameter pipe 254 Linear Feet
    - Section 8- 32inch diameter pipe 75 Linear Feet

See Appendix I, Drawings (page 51-52) for a depiction of the barscreens and the area to be serviced.

# II. Scope of Work:

- A. In addition to DeKalb County's General Terms and Conditions, the Contractor must comply with the latest editions of the following specifications and standards: Georgia Department of Transportation (GDOT) Specification Construction of Transportation Systems; the Georgia Erosion and Sedimentation Act; the Manual on Uniform Traffic Control Devices for Streets and Highways; the American Society for Testing and Materials, (hereinafter AASHTO); American Wood Preservers Bureau (hereinafter AWPB); National Sanitation Foundation (hereinafter NSF); American Concrete Institute (hereinafter ACI); 33 CPR Parts 323 & 328; and 40 CPR Part 110; and any other applicable standards.
- B. The Work under this ITB shall comply with these specifications, requirements of work orders, and with all applicable codes, laws, and regulations of the County, State, and Federal agencies having jurisdiction. In the event of any conflict between the terms of these specifications and such codes, laws, and/or regulations shall prevail. If the Contractor performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to the County, the Contractor shall assume full responsibility, and therefore, shall bear any and all costs necessary to correct the Work.
- C. The Contractor shall examine the sewer lines to be cleaned and shall determine the extent of work required and the difficulties they may encounter in cleaning the sewer lines. The Contractor shall also determine the level of cleaning that is required for each segment of the Work. The County Project Manager must approve the level of cleaning that has been determined by the Contractor before cleaning is performed. If after initial cleaning, the internal inspection of the sewer line reveals the sewer is not clean, the cleaning operation(s) shall be repeated until the sewers are clean as determined by the County Project Manager. This additional cleaning work shall be done at the sole expense of the Contractor. The Contractor shall provide and/or manage the equipment necessary for proper jetting, rodding, bucketing, brushing, root cutting, vacuum uplift, or any other approved removal and extraction system necessary to remove and extract silt, debris, and obstructions from the sewer line. The County is under a Consent Decree with the EPA and EPD which requires Contractor awareness, adherence to best practices and an acknowledgement letter to be signed prior to Notice to Proceed.

It is the responsibility of the Contractor's cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment, which cannot be collapsed instantly are used, special precautions shall be taken to prevent flooding of the sewer and public or private property.

### D. High Velocity Hydro-Cleaning Equipment:

All high-velocity sewer cleaning equipment shall be constructed for the ease and safety of the operation. The equipment shall have a selection of two (2) or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from fifteen (15) degrees to forty-five (45) degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun that shall be capable of producing flows from a fine spray to a long distance, solid stream. The equipment shall carry its own water tank, auxiliary engines, pump, and hydraulically-driven hose reel. All controls shall be located so that the equipment can be operated above ground.

# E. Mechanical Cleaning Equipment:

Bucket machines shall have sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous type capable of holding a minimum of seven hundred fifty (750) feet of rod. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve.

# F. Cleaning Precautions:

- 1. Bucket machines or rodding machines shall be used very carefully because of their tendency to "hang up on" or "wedge against" the sewer pipe and break it. The machine(s) shall be operated only by experienced and trained operators. The Contractor must possess appropriate licensure for all Work.
- 2. Whenever hydraulically-propelled cleaning tools, high velocity hydro-cleaning equipment (which depend upon water pressure to provide their cleaning force), or any tools which retard the flow of water in the sewer lines are used, precautions shall be taken to ensure that the water pressure does not cause any damage or flooding to public or private property being served by the manhole section involved.
- 3. When using high velocity hydro-cleaning equipment, the Contractor shall take care to use the proper nozzle size so that sand, silt, etc. is not washed from the pipe joint.
- 4. Any damage to sewer lines caused by the Contractor's operations shall be repaired in a manner approved by the County Project Manager at the Contractor's expense. The County reserves the right to make said repairs itself and bill the Contractor upfront or subtract the repair expense from the subsequent invoice.
- 5. Damage due to the flooding of any public or private property being served by any manhole section which is over-filled by the Contractor's cleaning operations shall also be repaired or otherwise paid for by the Contractor.

## G. Extent of Sanitary Sewer Cleaning:

- 1. Sanitary sewer cleaning involves the removal of all grease, tree roots and tuberculation in sewer pipes. As part of sewer cleaning, the Contractor shall scour debris or grease-laden manhole walls with high-velocity water guns. No additional payment will be paid for such scours.
- 2. Roots shall be removed where root intrusion is a problem. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters and porcupines, and hydraulic procedures such as high-pressure jet cleaners.

# **H. Sewer Cleaning Procedures:**

1. Conditions such as broken pipes and major blockages may prevent effective cleaning, especially where additional damage would result if cleaning were attempted or continued. Should such

- conditions arise, the Contractor shall not be required to clean those specific pipe sections unless the County removes the apparent obstruction.
- 2. The designated sanitary sewer manhole sections shall be cleaned using mechanically-powered, hydraulically-propelled or high-velocity sewer cleaning equipment, as specified. Selection of the equipment used shall be based on the conditions of the lines at the time that the work commences. The equipment and methods selected shall be satisfactory to the County Project Manager. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand, and other deleterious materials and obstructions from the sewer lines and manholes.
- 3. Whenever lines requiring cleaning show evidence of being more than half full with solids, bucket machines and/or rodding machines shall be utilized to remove the major portion of the material before hydraulic equipment of high-velocity hydro cleaning equipment is brought into use for finishing the cleaning work. Whenever bucket machines are used, the bucketing process shall be done in one manhole section at a time. A bucket of the proper size shall be placed into the downstream manhole and pulled, in intervals, towards the upstream manhole.
- 4. The bucket shall be retrieved and emptied at varying intervals depending upon the amount of materials being removed. When a bucket is retrieved and it is completely full or overflowing with materials, then the length of travel into the line shall be reduced to ensure total removal of debris. This process shall be repeated until the bucket has been pulled through the entire manhole section. Upon completion of the bucketing or rodding operation, hydraulically-propelled cleaning equipment or high-velocity hydro cleaning equipment shall be used to complete the cleaning work.
- 5. All sludge, dirt, sand, rocks, roots, grease, and other solids or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the manhole section being cleaned. Passing material from manhole section to manhole section (which could cause line stoppages, accumulations of sand in manholes or wet wells, or damage to pumping equipment, etc.) will not be permitted. When hydraulic cleaning equipment or high-velocity hydro cleaning equipment is used, a suitable weir, dam, or trap shall be constructed in the downstream manhole in such a manner that both solids and water shall be trapped. The trapped solution shall then be removed from the manhole. UNDER NO CIRCUMSTANCES SHALL SEWAGE OR SOLIDS REMOVED FROM SEWER LINES BE DUMPED ONTO THE GROUND OR STREETS OR INTO DITCHES, CATCH BASINS, OR STORM DRAINS. All solids or semi-solids resulting from the cleaning operations shall be removed from the site of the Work and disposed of in accordance with applicable local, state, and federal laws and regulations, at no cost to the County.
- 6. The flow of wastewater in the sewer lines shall be utilized to provide the necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily, and reduced pressure zone backflow prevention devices shall be used on all fire hydrant connections. No fire hydrant shall be obstructed. The Fire Department shall be notified prior to use of any fire hydrants. No fire hydrant shall be used without the written approval of the County's Engineer. The County will meter and charge the Contractor for any water used. No additional payment to the Contractor shall be made for water meter rental, deposits, or water purchase. The Contractor shall be responsible for providing necessary hoses and tools for obtaining water.

# I. Manhole Cleaning:

The hydrovac method is the preferred way to fully and efficiently clean dirty and contaminated manholes. Hydrovac cleaning is composed of two stages. The first stage consists of high-velocity water being shot out at a rate of at least four (4) liters per second through specially designed nozzles that excel at scouring off gunk, dirt, and grease. The second stage consists of a powerful wet vacuum that proceeds to pull out the water-loosened particles and transport them to a large, temporary holding tank. The Contractor must provide before and after photographs as proof of manhole cleaning in order to be compensated.

# J. Removal of Debris with Sewer Cleaning:

The Contractor shall provide all equipment and personnel necessary to safely remove and extract silt and debris from the sewer through existing manhole access, load it onto trucks for disposal, and dispose of the silt and debris at approved sites.

# K. Collapsed Sewers/Defective Manholes:

- 1. Any sewer found with greater than ten (10) percent deformation (i.e. collapsed or near collapse) shall be reported to the County Project Manager immediately for remedial action by a designated County representative.
- 2. Any manhole found broken, cracked, with missing covers, or surcharged, shall be reported to the County Project Manager immediately for remedial action by a designated County representative.
- 3. Any sewer found where the existing conditions pose a threat of personal injury to the public, such as a collapsed sewer with attendant depression to roadway, shall be protected by the Contractor until the County Project Manager arrives at the site of the Work. Upon arrival of the County Project Manager, a determination will be made as to who will supervise the correction through completion, based on whether the problem lies with the contractor or the County. If it is determined to be a County-related issue, then the Contractor will be free to leave the site at that time.
- 4. Any manhole found where the existing conditions pose a threat of personal injury to the public, such as broken, cracked, or missing covers, or covers found in traveled portions of any sidewalk or roadway shall be protected by the Contractor until the County Project Manager arrives at the site of the Work. Upon arrival of the County Project Manager, a determination will be made as to who will supervise the correction through completion, based on whether the problem lies with the contractor or the County. If it is determined to be a County-related issue, then the contractor will be free to leave the site at that time.

#### L. Traffic Control:

1. The Contractor shall expedite the Work so as not to interfere with the traffic alone and across the street and at entrances to properties. The Contractor shall not obstruct traffic on major streets or Intersections between the hours of 6:00 am to 9:00 am and 4:00 pm to 6:00 pm, Monday through Friday. Major streets shall be defined as those included in Chapter 17, Article

- XXI Traffic Schedules, 17-351 Major through Streets of the current DeKalb County Code and as amended.
- 2. The flow of traffic will be maintained at all times during all aspects of the Work being performed by permitting at least one lane of traffic to move through the Work site. The Contractor shall furnish all flagmen, warning signs, barricades, and lights (necessary to control traffic and protect the public) without any additional cost to the County. All costs associated with traffic control shall be included in the price bid for pay items. Traffic control devices shall be in accordance with "the Manual on Uniform Traffic Control Devices for Street and Highways" (MUTCD). The County and/or DOT shall approve all traffic control plans prior to the start of Work.

# **M. Preparatory Procedures:**

- 1. Prior to entering any private property, the Contractor shall ascertain the applicable permits or easements, and shall conduct his work in accordance with said requirements, including the giving of notice and obtaining the right to enter onto existing easement. The Contractor shall be fully responsible for complying with the requirements of any permit or easement granting entry although such requirements may be more stringent than otherwise stipulated by the Contract. The Contractor shall compensate the County fully for any loss or expense arising from failure of the Contractor to comply with the aforementioned requirements.
- 2. The Contractor shall provide, at his own expense and without liability to the County, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials or to gain access to a segment of sewer line. No additional measurement or payment will be made for access obtained by the contractor.

#### N. Flow Control:

- 1. Bypass pumping or plugging of the sewer lines requires approval by the County of the plan prior to beginning each job that requires the bypass or plug.
  - a. The bypass pumping bid amount should be per pipe diameter (size) and per each location, per hours of operation and include the set-up and take-down of the bypass pump and line system.
  - b. Plugs will be secured by a strong rope and removed completely at the end of the work.
  - c. Contractor is responsible for monitoring all activities to prevent any spills or building backups.
  - d. Contractor will be responsible for all clean-up and damages caused by its activities with bypass pumping or line plugging.

#### O. Site Restoration:

- 1. The specific details relating to this section are contained in the "Land Development" ordinance of DeKalb County, Georgia. The intent is to return all items and all areas disturbed, directly or indirectly by the Work under this Contract, to their original condition or better, as quickly as possible after the Work is completed.
- 2. The Contractor shall conduct the Work such that upon completion of any part of the Work, the contour and topography of the construction area has not been substantially altered. No alteration of previously established storm drainage patterns will be permitted unless such alteration can be proven to the County Project Manager's satisfaction to substantially improve the drainage pattern. Damage to ground cover, grass, deep ruts, and gouges in the earth occasioned by the passage of heavy equipment or the depositing of any materials or equipment shall be repaired or replaced to its original or better condition as soon as possible. All work performed in accordance with this section shall not be paid for as a separate payment. All costs shall be included in the bid amount of the proposal for the item to which it pertains.
- 3. The Contractor shall complete a daily written record (diary detailing the work carried out and any small items of Work which were incidental to the Work). The Contractor shall include in his/her daily record and reference to the following: 1. Delays: dense traffic, lack of information, sickness, labor or equipment shortage, etc.; 2. Weather: Conditions, e.g. all labor, Specialty services, etc.; 3. Equipment: On site by name, e.g., all labor, Specialty services, etc.; 4. Submittals: To the County Project Manager; 5. Personnel: On site by name e.g., all labor, Specialty services, etc.; 6. Accident: Report, e.g. all injuries, vehicles, etc.; and 7. Incident: Report, e.g. damage to property, property owner complaint, etc.
- 4. The County shall certify receipt of the daily record noting any items and adding any observations with reference to claims for payment to the Contractor. The County Project Manager may, at his/her discretion, for which the Contractor must receive direction in writing, provide for an exception to this requirement for weekly submission of progress rather than for daily submission.
- 5. The Contractor shall keep records of the work accomplished in the cleaning of the sewer lines. Two (2) copies of the log, typed and bound, shall be furnished to the County Project Manager at the completion of the job. The following information shall be required as a minimum:
  - a. Location (Manhole No. to Manhole No., Basin or Sub-Basin) and type of surface cover.
  - b. Date and Time.
  - c. Length of sewer between manholes.
  - d. Condition and depth of Manholes.
  - e. Size of sewer and type of Sewer construction material.
  - f. Type of cleaning performed and various types of equipment used.
  - g. Remarks as to type of materials removed, and of material removed, and number of hours spent at each manhole-to-manhole section. Any claims of manholes or linear footage of

sewer line cleaning on the invoices not included on the daily records will be not be paid by the County unless corrective cleaning due to SSOs or spills are necessary and approved by the Project Manager.

# P. Field Supervision by Contractor:

The Contractor shall maintain the site of the Work, at all times, with a competent field supervisor in charge of the survey/inspection. The field supervisor shall be approved in writing by the County Project Manager prior to commencement of the Work. Any change of supervisor must be approved in writing by the County Project Manager prior to the change. The field supervisor shall be responsible for the safety of all workers and site conditions as well as ensuring that all work is conducted in conformance with the requirements of these specifications and to the level of quality specified.

# Q. Responsibility for Overflow/Spills and Damage to Property and Utilities:

- 1. It shall be the responsibility of the Contractor to schedule and perform the Work in a manner that does not cause or contribute to incidence of overflows or spills of sewage from the sewer system.
- 2. In the event that the Contractor's activities contribute to overflows or spills, the Contractor shall immediately take appropriate action to contain and stop the overflow, clean up the spillage, disinfect the area affected by the spill, and notify the County Project Manager in a timely manner.
- 3. The Contractor shall indemnify and hold harmless the County for any fines or third-party claims for personal or property damage arising out of a spill or overflow that is fully or partially the responsibility of the Contractor, including the legal, engineering, and administrative expenses of the County in defending such fines and claims.
- 4. Any damage to public or private property due to the work performed by the Contractor is the responsibility of the Contractor. Any damage to the sewer lines caused by the Contractor's equipment or operation shall be repaired in a manner approved by the County Project Manager at the Contractor's expense. Any equipment stuck or left in the sewer line shall be retrieved by the Contractor within twenty-four (24) hours at the sole expense of the Contractor. Any damage to the Contractor's equipment is the Contractor's responsibility. If the equipment that is stuck or left in the sewer line causes a sanitary sewer overflow (SSO)/ spill, then the Contractor is liable for the SSO/spill. The County reserves the right to make any repairs or retrieve any equipment and charge the Contractor accordingly.

# III. Measurement and Payment:

- A. Measurement and payment for sanitary sewer cleaning shall be on a linear foot basis. Payment shall be made under: a. Sanitary sewer cleaning, Pipe diameter (size), per Linear Foot.
- B. Measurement and payment for sanitary manhole cleaning shall be made under: a. Manhole Cleaning, Depth, Each.

- C. Measurement and payment for Flow Bypass and Diversion Pumping shall be made under: a. Flow bypass and Diversion Pumping, pipe size, setup each, laws of operation.
- D. Submittal shall include a County approved Excel spreadsheet in a format suitable for importing into the County GIS system with identification of work utilizing the County manhole numbering system and PACP/MACP system.
- E. Invoice quantities/totals must reflect that which is listed on spreadsheet/reports.
- F. The invoices must be supported by daily/weekly reports.
- G. Any manhole issues found will also include a before and after picture in either a PDF or Word document including a brief caption of what was found.

# IV. Warranty, Internal Inspections, Temporary Hydrant Meter and Dumping:

- A. It shall be the Contractor(s) responsibility to warranty and ensure that each sewer line is clean at the time of the internal inspection under the County Project Manager's supervision. The CCTV inspections will be performed by an independent third party. Inspection of sewer lines shall be performed within a period not to exceed seventy-two (72) hours immediately before internal inspection of the sewer segment. The Contractor will be required to re-clean the line with no additional costs. Invoices will not be approved until inspections verify that work has been completed if inspections of sewer lines, at the determination of the County Project Manager, indicate that further cleaning is required. Invoices will not be approved until inspections verify that work has been completed.
- B. The Contractor shall be required to rent a temporary hydrant meter from the County (Utility Customer Operations Office at 404-371-2697) and submit meter readings on a weekly basis. The quantity of water used shall be charged to the Contractor at the prevailing rates in effect at the time of usage of water.
- C. The Contractor shall provide a receipt/manifest which indicates the volume of debris being exported to the appropriate landfill.

[END OF MINIMUM SPECIFICATIONS]

\*\*\* PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, AND PRICING SHALL NOT APPEAR ANYWHERE ELSE IN THE BID PACKAGE, OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\*

PRICE SCHEDULE					
ITEM NO.	COMMODITIES OR SERVICE	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL AMOUNT
	R	ETURN LINE CI	LEANING		
1.	16-Inch sewer inside the right of way/highway/utility easement	94	LF	\$	\$
2.	24-Inch sewer inside the right of way/highway/utility easement	254	LF	\$	\$
3.	32-Inch sewer inside the right of way/highway/utility easement	1023	LF	\$	\$
	I	BARSCREEN CL	EANING		
4.	Multi-rake screen	3	EA	\$	\$
		MANHOLE CLE	ANING		
5.	6-15 feet deep	3	EA	\$	\$
6.	>16 feet deep	12	EA	\$	\$
TOTAL BID \$					
NOTES TO RIDDER:					

#### **NOTES TO BIDDER:**

NOTE 1:

Abbreviations:

LF = Linear Foot

EA = Each

> = Greater than

NOTE 2:

DeKalb County Department of Watershed Management's operating hours are 7:30 AM to 3:30 PM.

# BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer	
Business Entity Street Address	Authorized Signature	
Business Entity City, State and Zip Code	Contact Person's Phone Number	
Business Entity County	Contact Person's E-mail Address	
Bidder acknowledges addendum(s): No	. 1, No. 2, No. 3 (If Applicable)	
<ul> <li>Bidder acknowledges that this bid is valid a days from and including the actual bid open</li> </ul>		
<ul> <li>Bidder acknowledges that bid meets or exc Any deviation from Technical Specification by bidder as to how the bid does not meet to</li> </ul>	ns must be explained, in detail,	
Bidder acknowledgement of Revisions to the second sec	he above Terms and Conditions:	
<ul> <li>No revisions</li> </ul>	(Initial)	
OR		
• There are revisions and they are	included with the bid submittal(Initial)	

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

# **ATTACHMENT A**

# REQUIRED DOCUMENTS CHECKLIST

Bidder complete and submit the following documents with your bid:

Bid Page No.	Title	Check This Box If Included With Bid
	ITB Document, including completion of the following:	
1-29	General Terms and Conditions, Sections: C. Delivery (pg. 9); E. Foreign Products (pg. 10); and FF. Cooperative Procurement (pg. 20)	
30	Price Schedule submitted in a Separate, Sealed Envelope and clearly labeled as "Price Schedule"	
31	Bid Acknowledgement Form*	
32	Required Documents Checklist	
33	Contractor Reference and Release Form*	
34	Subcontractor Reference and Release Form, if applicable**	
36	Contractor Affidavit*	
37	Subcontractor Affidavit, if applicable**	
38-46	LSBE - Exhibits 1 and 2 of Attachment G*	
47	First Source Jobs Acknowledgement Form*	
48	New Employee Tracking Form*	
_	A copy of current, valid Business License	

<sup>\*</sup>If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.

I, the undersigned, acknowledge that I have included the requested documents as listed above.				
Printed Name	Signature			

<sup>\*\*</sup>These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, will result in the bidder being deemed non-responsive.

# **ATTACHMENT B**

# CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/service(s) listed in the solicitation.

Company Name	Contract Period			
Contact Person Name and Title	Telephone Number (include area code)			
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number (include area code)			
Project Name and Description				
Company Name	Contract Period			
Contact Person Name and Title	Telephone Number (include area code)			
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number (include area code)			
Project Name and Description				
Company Name	Contract Peri	od		
Contact Person Name and Title	Telephone Number (include area code)			
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number (include area code)			
Project Name and Description				
REFERENCE CHECK RE	LEASE STATE	MENT		
You are authorized to contact the references provided ab	ove for purposes	of this ITE	3.	
Signature (Authorized Signature of Bidder)	Title			
Company Name	Date			

# **ATTACHMENT C**

# SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/service(s) listed in the solicitation.

Company Name	Contract Per	Contract Period		
Contact Person Name and Title	Telephone 1	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number	Fax Number (include area code)		
Project Name and Description				
Company Name	Contract Pe	Contract Period		
Contact Person Name and Title	Telephone 1	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number	Fax Number (include area code)		
Project Name and Description				
Company Name	Contract Pe	Contract Period		
Contact Person Name and Title	Telephone 1	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number	Fax Number (include area code)		
Project Name and Description				
REFERENCE CH	ECK RELEASE STAT	EMENT		
You are authorized to contact the references p			В.	
(Authorized Signature of Bidder)				
Company Name	Date			

## ATTACHMENT D

#### CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: <sup>1</sup>
  - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contactor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the <a href="https://www.open.georgia.gov">www.open.georgia.gov</a> website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

<sup>&</sup>lt;sup>1</sup> O.C.G.A. § 13-10-91, as amended

## **ATTACHMENT E**

#### **CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [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, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

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, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent (Bidder's Name)	Federal Work Authorization Enrollment Date
Title of Authorized Officer or Agent of Bidder	Identification Number
Printed Name of Authorized Officer or Agent	
Address (* do not include a post office box)	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF,	20
Notary Public  My Commission Expires:	

### **ATTACHMENT F**

### SUBCONTRACTOR AFFIDAVIT

•	ed verifies its compliance with O.C.G.A. § 13-10-91,
•	, firm, or corporation which is engaged in the physic
performance of services under a contract with	name of contractor) of
	division of the State of Georgia, has registered with and
	n* [any of the electronic verification of work authorization of the control of th
	ent of Homeland Security or any equivalent federal wor
	Department of Homeland Security to verify information
	n Reform and Control Act of 1986 (IRCA), P.L. 99-603,
11 71	llines established in O.C.G.A. § 13-10-91, as amended]. The
affiant agrees to continue to use the federal work aut	horization program throughout the contract period.]
BY: Authorized Officer or Agent	Federal Work Authorization
(Bidder's Name)	Enrollment Date
,	
Title of Authorized Officer or Agent of Bidder	Identification Number
Deint d Name of Authority d Officer on A cont	
Printed Name of Authorized Officer or Agent	
Address (* do not include a post office box)	
· · · · · · · · · · · · · · · · · · ·	
SUBSCRIBED AND SWORN	
BEFORE ME ON THIS THE	
DAY OF	, 20
Notary Public	
My Commission Expires:	

### **ATTACHMENT G**

# LSBE INFORMATION DEKALB FIRST LSBE INFORMATION WITH EXHIBITS 1 – 2

# SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the 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 implementing the DeKalb First Local Small Business Enterprise Ordinance.

### PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Percentage of LSBE Participation Required	
20% of Total Award	

Certification Designation	Request For Proposals
	(RFP)
LSBE Within DeKalb (LSBE-	Ten (10) Preference
DeKalb)	Points
LSBE Outside DeKalb (LSBE-	Five (5) Preference Points
MSA)	
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime

Contractor(s) who choose **<u>not</u>** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit 1".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit 1". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <a href="http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting">http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting</a> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit 1." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

### **EXHIBIT 1**

# SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

As sp	ecified, Bidders and Proposers are to present the detail	ls of LSBE participation below:	
PRIM	ME BIDDER/PROPOSER		
SOLI	CITATION NUMBER: 21-101434		
TITL Conti	E OF UNIT OF WORK – Quarterly Barscreen and acact)	Annual Return Line Cleaning (Three (3) Year Multi	<u>year</u>
1.	My firm, as the prime bidder/proposer on this unit o	of work, is a certified (check all that apply):	
2.	If you are a Certified LSBE-DeKalb or MSA, pleas will carry out directly:	e indicate below the percentage of work that your firm	1
3.		se describe below the nature of the joint venture and led by the LSBE-DeKalb or MSA joint venture firm.	evel
4.	contract, if awarded. No changes can be made in approval of the County. Please attach a signed lett	nd/or firms (including suppliers) to be utilized in of the subcontractors listed below without the prior writer of intent from all certified LSBEs describing the wind/or provided and the agreed upon percentage of wordereto as "Exhibit 2".	itten ork,
	Name of Company		
	Address		
	Telephone		
	Fax		
	Contact Person		
	Indicate certification status and attach proof of		
	certification:		
	LSBE-DeKalb/LSBE-MSA		
	Description of services to be performed		
	Percentage of work to be performed		

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	
Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	
Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

# DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all	"no" answers above (b	y number):	

This list is a guideline and by no means is it exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, <a href="mailto:DeKalbFirstLSBE@dekalbcountyga.gov">DeKalbFirstLSBE@dekalbcountyga.gov</a>.

## DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM

### **Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

### 1. **Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

### 2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in

Exhibit 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):					
Firm's Officer:(Authorized Signature and Title Required)	Date				
Sworn to and Subscribed to before me this day of	, 20				
Notary Public My Commission Expires:					

### **EXHIBIT 2**

# LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

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1. Complete the form in its entire	ety and submit with bid doo	euments.		
2. Please be advised that LSBE Compliance.	s cannot be removed from	a project without pre-a	approval from C	Contra
Γο:(Name of Prime Contractor I				
(Name of Prime Contractor I	Tirm)			
rom:(Name of Subcontractor I	n:(Name of Subcontractor Firm)		alb □ LSBE –MS apply)	<u>A</u>
<b>TB Number:</b> 21-101434				_
The undersigned subcontractor is ervices in connection with the aboverformed or provided).  Description of Ma	ove project (specify in detail			es to
Prime Contractor	Sub-contractor			
Signature:	Signature:			
Title:	Title:			
Date:	Date:			



### **ATTACHMENT H**

# FIRST SOURCE JOBS ORDINANCE INFORMATION (WITH EXHIBITS 1 – 4) EXHIBIT 1

### FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No.

**CONTRACTOR OR BENEFICIARY INFORMATION:** 

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

# Contractor or Beneficiary Name (Signature) Contractor or Beneficiary Name (Printed) Title Telephone Email Name of Business Please answer the following questions: 1. How many job openings do you anticipate filling related to this contract? 2. How many incumbents/existing employees will retain jobs due to this contract? DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_

Please return this form to WorkSource DeKalb, fax (404) 687-3900 or email to fkadkins@dekalbcountyga.gov.



# FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 2

### NEW EMPLOYEE TRACKING FORM

Nan	Name of Bidder									
Add	lress									
Ema	ail		_							
Pho	hone Number									
Fax	Number									
	you anticipate hiring from the First Source o, the approximate number of employees you									
	Type of Position (s) you anticipate hiring: (List position title, one position per line)	The number you anticipate hiring:	Timeline							
	Attach job description per job title:									

Please return this form to DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.



### FIRST SOURCE JOBS ORDINANCE INFORMATION <u>EXHIBIT 3</u>

### **BUSINESS SERVICE REQUEST FORM**

1 tease complete this form for <u>each</u> position that you have	e avanable.
DATE:	FEDERAL TAX ID:
COMPANY NAME:	WEBSITE:
ADDRESS:	
(WORKSITE ADDRESS IF DIFFERENT):	
CONTACT NAME:	TITLE:
CONTACT E-MAIL ADDRESS:	CONTACT PHONE:
Are you a private employment agency or staffing age	ncy?
JOB DESCRIPTION: (Please include a copy of the Jol	b Description)
POSITION TITLE:	
NUMBER OF POSITIONS AVAILABLE:	TARGET START DATE:
WEEKLY WORK HOURS: 20-30 hours	30-40 hours
SALARY RATE (OR RANGE): PERM	
PUBLIC TRANSPORTATION ACCESSIBILITY:	YES NO NO
SCREENINGS ARE REQUIRED: YES NO CREDIT CHECK DRUG MVR HOW TO APPLY:	□ SELECT ALL THAT APPLY:   □ BACKGROUND □   OTHER
Please return form to: jbblack@dekalbcountyga	
	BE COMPLETED BY WORKSOURCE DEKALB ONLY
SYSTEM TYPE:	re
ENTRY DATE:	
ASSIGNED TO:	DATE:



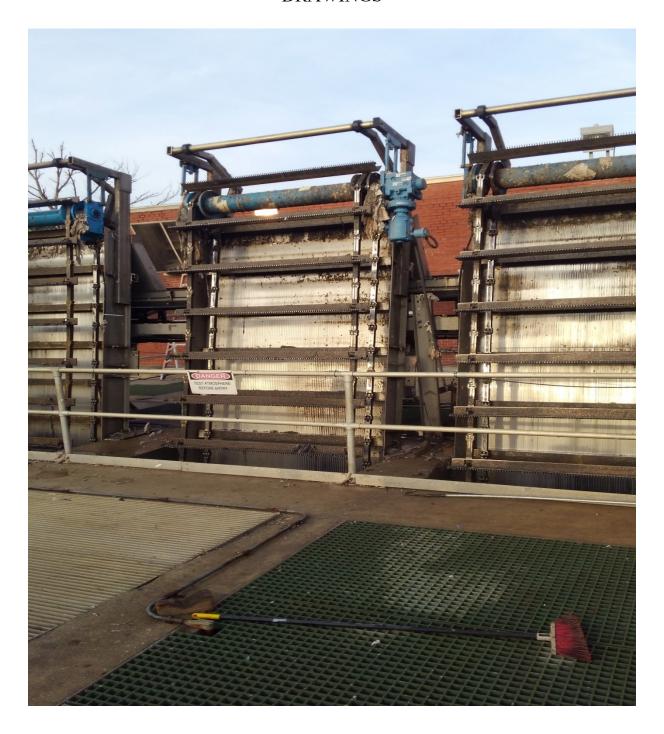
# FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 4

# EMPLOYMENT ROSTER DeKalb County

Contract Number:												
Project Name:												
Contractor: Date:												
Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency				

### APPENDIX I

### DRAWINGS



Barscreen



The black lines represent the area to be serviced by cleaning and vacuuming.