

**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
#12 East 4th Ave. Ste. 106
ROME, GA 30161**

(706) 291-5118

FAX (706) 290-6099

INVITATION TO BID/PROPOSAL

Date Issued: JUNE 15, 2016
Bid Number: 16-0629
Floyd County Jail
2526 New Calhoun Rd
Rome, Ga. 30161

Sealed bids from suppliers will be received by the Purchasing Department of FLOYD COUNTY GEORGIA, at #12 East Fourth Ave, Suite 106 Rome, Georgia 30161, until **2:00 P.M.** legally prevailing time on **JUNE 29, 2016**, for the purchase and installation of:

**THE IN PLACE REHAABITIATON OF
SANITARY SEWER PIPE
USING CURED-IN-PLACE PIPE (CIPP)**

After the time and in the Purchasing Department Conference Room Suite 106, the bids will be publicly opened and read. No extension of the bidding period will be made.

Additional copies of bidding documents may be obtained by email request to lamn@floydcountyga.org or in person at the Floyd County Administrative Building, Purchasing Department, #12 East Fourth Ave, Suite 106 Rome, Georgia 30161. Requests for documents should be filed promptly with the Purchasing Department. Packets may also be downloaded from Floyd County Purchasing RFP/Bids page www.romefloyd.com or Georgia Procurement Registry Web Site https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

VIDEO LINKS – Copy videos from our ftp server and then open with media player
<ftp://ftp.floydcountyga.org/pub/purchasing/CIPP%20/>

Bids must be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the base bid. All bonds must be signed or countersigned by a Georgia Resident Agent. A Payment and Performance Bond in the amount of 100% of the estimated annual contract will be required from the successful Contractor/Provider at time of award.

Questions regarding this project are to be submitted in writing and emailed to Nancy Lam, Purchasing Director lamn@floydcountyga.org . Questions must be submitted no later than 10:00 am Tuesday, June 21, 2016. Other inquiries may be made by calling (706) 291-5109.

All forms, certifications and compliance documents required by Floyd County must accompany each bid. Including, but not necessarily limited to, compliance with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq. Contractor must complete and submit with bid, the Contractor Affidavit under OCGA 13-10-91(b)(1) included with contract documents. Be advised that bid will not be read or accepted if this document is not submitted at time of bid.

Contract, if awarded, will be on a lump sum basis or individual item basis, whichever is in the best interest of the County. No bid may be withdrawn for a period of 60 days after time has been called on the date of opening.

The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

**FULL BID PACKAGE MUST BE RETURNED IN SEALED ENVELOPE
CLEARLY MARKED SEALED BID
PROPOSAL FOR IN-PLACE REHABILITATION OF SANITARY SEWER PIPE
DATE & TIME OF OPENING**

NANCY LAM, CPPB, CPPO
PURCHASING DIRECTOR

**FLOYD COUNTY JAIL
SPECIFICATIONS
FOR THE IN PLACE REHAABITIATON OF
SANITARY SEWER PIPE
USING CURED-IN-PLACE PIPE (CIPP)**

OBJECTIVE

Floyd County is seeking the services of a qualified firm for an agreement for in-place rehabilitation of existing sanitary sewer lines using cured in place pipe (CIPP). This work will include pipe cleaning if needed, by-pass pumping, service lateral reinstatement including grout sealing, and post-work TV inspection.

General information

Floyd County has identified approximately 1000 feet of 3, 4, and 6-inch sanitary sewer line requiring in-place rehabilitation. Rehabilitation of this pipe will require the reinstatement of approximately 50 service laterals. The amount of work in addition to that described will be based upon conditions found in the sanitary sewer system as the project progresses.

Floyd County will be able to change, delete or add to the scope of work at its discretion based upon available funds. Floyd County will determine the scheduling priorities of all lines identified as requiring rehabilitation.

GENERAL SCOPE OF WORK

Floyd County is requesting a formal proposal for the following sanitary sewer service:

- Pre-cleaning of all lines requiring rehabilitation.
- Rehabilitation of identified lines using cured-in-place (CIPP)
- Reinstatement and grout sealing of service lateral connections to rehabilitated lines.
- Post-work TV inspection of the lines. If more is needed

The Contractor shall provide all materials, labor, equipment, and services necessary to satisfactorily complete the above work requirements.

SPECIAL PROVISIONS

SANITARY SEWER PRE-CLEANING

Sanitary sewer line scheduled for in-place rehabilitation shall be cleaned prior to installation of the CIPP. Cleaning shall be performed using high-velocity sewer cleaning equipment. The equipment shall have a minimum capacity of 60 gallons

per minute at a working pressure of 1,200 pounds per square inch if the pipe is able to take it.

CIPP TECHNICAL SPECIFICATIONS, DOCUMENTATION, AND INSTALLATION REQUIREMENTS

A. GENERAL REQUIREMENTS

The scope of work covered by this section of the RFP will consist of rehabilitating existing sanitary sewer lines in-place as identified by the county. The following ASTM references are part of this Specification. In case of conflict between the requirements of this Specification and those of the listed documents, the requirements of this Specification shall prevail. The last edition of the following reference shall be used.

ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated tube.

ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled-in-Place installation of Cured-in Place Thermosetting Resin Pipe (CIPP)

ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

ASTM D543 Standard Practice for Evaluating the Resistance of Plastics to Chemical Reagents.

ASTM D3567 Standard Practice for Determining dimensions of Fiberglass (Glass-fiber-Reinforced thermosetting Resin) Pipe and Fittings.

ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe.

ASTM D882 Standard Terminology Relating to Plastics

ASTM D1600 Standard Terminology for Abbreviated Terms Relating to Plastics

ASTM D638 Standard Test Method for Tensile Properties of Plastics

B. CONTRACTOR SUBMITTALS

A fully completed copy of the Statement of Experience form and Licensed Installer documentation shall be submitted with the proposal. All forms provided are to be completed and returned. A bid bond in the amount of 5% of the base bid is to be included with bid. Failure to submit this documentation may be grounds for rejection of the proposal. The statement of experience form can be found at the end of the CIPP technical specifications or provide by the manufacture of the product.

C. CONTRACTOR/SUPERINTENDENT EXPERIENCE REQUIREMENTS

The Contracting firm and the project superintendent shall have minimum field experience for cure-in-place pipe installation of three (3) successfully completed projects totaling a minimum of 1000 lineal feet of mainline using the proposed cured-in-place pipe technology

D. LICENSED INSTALLER DOCUMENTATION

The Contractor shall be certified, authorized, or licensed by the manufacturer or licenser of the cured-in-place method that the Contractor will employ on the project. The contractor shall provide proof of the license or deliberation documentation to the County to substantiate the above with his proposal.

E. INFORMATION TO BE SUBMITTED AFTER AWARD OF CONTRACT OR PO

The Contractor shall submit copies of the following to the County after Notice of Award and prior to the start of work:

Cured-in-Place Pipe Literature: Then contractor shall submit shop drawings, catalog data, manufacturer's technical data, dimensioned drawings, and installation details/sketches and other pertinent information for the cured-in place pipe installation work. All materials provided shall be fully in accordance with the requirements of the reference specifications listed.

Affidavit of Compliance: The Contractor shall submit a certified affidavit of compliance for all cured-in-place pipe furnished confirming that the materials fully conform to the requirements specified herein.

Thickness Calculations: The Contractor shall submit detailed calculations confirming the liner thickness for the proposed resin system including all assumptions, design criteria, and material characteristics.

Bypass Pumping Plan: The Contractor shall submit a general bypass-pumping plan for the review by the county. The plan shall included proposed methods and

equipment for sewage control. This submittal shall include methods of controlling main pipeline flow, type of pipe to be used for bypass, and the method of service lateral flow control. The plan shall include methods for employing standby equipment when required during an emergency, including the use of a second pumping unit on standby or two pumps alternating.

Resin Calculations: The Contractor shall submit calculations for the volume of resin to be used for each segment including the calculated amount of excess resin necessary to account for liner material properties, changes in the resin's physical and chemical characteristics due to polymerization and the structural condition of the sewer. The Contractor shall provide a log of the actual volume of resin used during installation.

Cure-in-Place Process: The Contractor shall provide a detailed description of the cure-in-place installation process, including the wet out process, manhole preparation, existing pipe preparation and manufacturer's liner installation procedure. This description shall include tube and resin manufacturer's wet-out recommendations including the roller gap, material feed speed and vacuum requirements for each liner size and thickness. If wet out occurs off-site, provide certification by the person-in-charge that the entire wet out process including handling and delivery to the site followed the defined procedures.

F. MATERIALS

CIPP Liner Physical Properties – The cured resin/fabric tube CIPP system shall conform to the minimum structural standards defined in ASTM F1216 and ASTM F1743.

G. DESIGN PARAMETERS

The proposed CIPP liner shall be designed for the following parameters:

Service Life	Greater than 50 years
Pipe Conditions	Fully-Deteriorated
Load Conditions	Continuous
Soil	135-pounds/cubic foot
Groundwater	Groundwater to finished grade
Pipe Ovality	2%
Modulus of Soil Reaction	1,000 psi
Enhancement Factor (K)	7
Maximum Deflection	5%
Minimum Factor of Safety	2.0
Resin Migration Allowance	10% maximum

The liner shall have sufficient wall thickness to withstand all anticipated internal and external pressures and loads that may impose after installation. The design of the CIPP.

H. PIPE INSTALLATION

Wet Out: thoroughly saturate flexible tube prior to installation. Catalyst system or additives compatible with the sin and flexible tube shall be as recommended by approved by the manufacture. The addition of water, air, or steam pressure shall be adjusted to cause the impregnated flexible tube to invert from cleanout to cleanout, holding the tube tight against the host sewer pipe.

Curing:

After insertion is completed, apply a suitable heat source with water or steam recirculation system capable of delivering hot water uniformly throughout the section to achieve a consistent cure of the resin. Curing temperatures and durations shall be as recommended by the manufacturer.

Cool Down: Cool down the CIPP in accordance with the manufacturer's instructions. Do not release internal pressure in away that can create a vacuum and damage the CIPP.

Finished Pipe: The finished CIPP shall be continuous and free from visual defects such as foreign inclusions, dry spots, pinholes, delamination, and wrinkles larger than 2 percent of the diameter. Any section of lining with such defects shall be removed and replaced at no additional cost to the county.

I. TEMPORARY SEWAGE BYPASS

Unless specified otherwise, the work specified in this section includes all cost for labor materials, accessories, equipment, and tools for performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. This work shall be consistent with the approved temporary sewage bypass-pumping plan if one is needed.

REINSTATEMENT

After installation of the CIPP, in-service laterals connected to rehabilitated lines shall be reinstated.

POST-CONSTRUCTION TELEVISION INSPECTION

The contractor shall perform a post-construction television inspection upon completion of each CIPP installation. The purpose of the video inspection is to confirm integrity of reinstated service laterals and to evaluate the CIPP.

The camera shall have the capability to provide a detailed 360-degree scan of sidewalls and have the ability to inspect the connection of service laterals to the main.

As part of the video presentation, the date of the survey, number designation of the sanitary sewer line being surveyed and distance from the cleanout referenced shall be displayed on the video.

A video printer shall be available for making still photographs. Photographs shall be taken at the request of the county or at the discretion of the operating technician in order to record conditions of interest during the survey.

A permanent recording (with audio) of all inspected sanitary sewer lines shall be provided on a CD/DVD or flash drive.

A written location record shall be provided which clearly shows the exact location of each service lateral in relation to adjacent cleanout or lateral.

PROPOSAL BID ITEMS

Proposal shall include unit cost for the work items as described below:

1. Pre-cleaning sanitary sewer lines
2. Installation of new 3, 4, 6-inch CIPP
3. Reinstatement of each branch line remove and replacement of cleanouts
4. Video inspection, (before and/or after construction as required)
5. Cleanup

Work items, including materials, labor or equipment that are not listed but are required to successfully complete the project in every respect will be considered incidental to other bid items and no separate payment will be made.

PROPOSAL REQUIREMENTS

A proposal shall include, as a minimum, the following items:

- A. The name of the person (s) authorized to represent the respondent in negotiating and signing any contract, which may result from the proposal.
- B. A statement that the Proposal includes all terms and conditions of the RFP.

- C. Proof of insurance for a minimum of 1 million dollars professional liability insurance plus two million dollars comprehensive and automobile liability insurance
- D. A list of the task, responsibilities and qualifications of any subcontractors proposed to be used during the contract.

Minimum Qualifications of Respondent: the county will review all proposals received to determine whether or not the Respondents meet the following minimum qualifications:

- A. Respondent has the equipment and experience necessary to meet the standards required by the county.
- B. Respondent has sufficient financial resources to fully perform the contract, or the ability to obtain such resources.
- C. Respondent is an Equal Opportunity Employer and is otherwise qualified by law to enter into the contract.

CLOSING DATE FOR SUBMITTAL OF PROPOSALS

Three copies of the Proposal shall be submitted in a sealed envelope marked "PROPOSAL FOR IN-PLACE REHABILITATION OF SANITARY SEWER PIPE" to

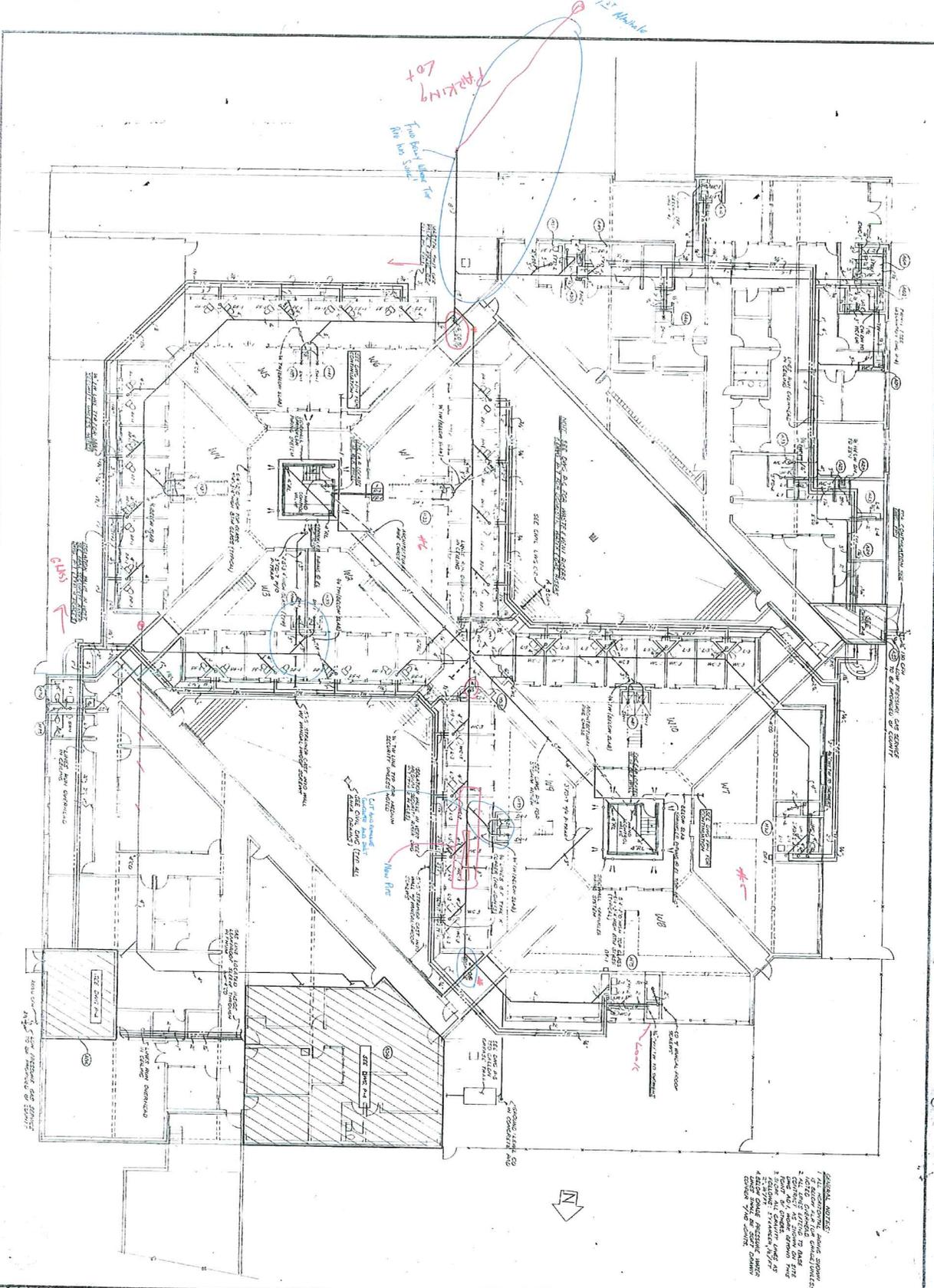
Floyd County Purchasing
12 East 4th Ave.
Suite 106
Rome, Ga. 30161

INQUIRIES

Questions concerning this Request for Proposal should be submitted to:

Nancy Lam, Purchasing Director
lamn@floydcountyga.org

Questions must be submitted no later than 10:00 am Tuesday, June 21, 2016. Other inquires may be made by calling (706) 291-5109. Questions received after this time may or may not receive a response.



<p>1. TITLE SHEET</p> <p>2. GENERAL NOTES</p> <p>3. PLUMBING PLAN</p> <p>4. ELECTRICAL PLAN</p> <p>5. MECHANICAL PLAN</p> <p>6. SANITATION PLAN</p> <p>7. WATER SUPPLY PLAN</p> <p>8. BUILDING CODE</p> <p>9. CONSTRUCTION CODE</p> <p>10. NATIONAL PLUMBING CODE</p> <p>11. NATIONAL ELECTRICAL CODE</p> <p>12. NATIONAL MECHANICAL CODE</p> <p>13. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES</p> <p>14. NATIONAL BUILDING CODE</p> <p>15. NATIONAL CONSTRUCTION CODE</p> <p>16. NATIONAL SANITATION CODE</p> <p>17. NATIONAL WATER SUPPLY CODE</p>	<p>FIRST FLOOR PLAN-PLUMBING</p> <p>SCALE: 1/4" = 1'-0"</p>	<p>FLOYD COUNTY JAIL</p> <p>ROME, GEORGIA</p>	<p>ARCHITECTURE ENGINEERING PLANNING SYSTEMS ECONOMICS</p>
<p>HENNINGSON, DURHAM & RICHARDSON, INC.</p>			

CIPP PRICE BID SCHEDULE

1. Pre-cleaning sanitary sewer 3, 4, 6-inch line	\$ _____
2. Installing new CIPP liner in existing 3, 4, 6-inch lines	\$ _____
3. Reinstatement of existing service laterals	\$ _____
4. Video Inspections	\$ _____
5. Cleanup	\$ _____
 Total Bid	 \$ _____

STATEMENT OF EXPERIENCE REQUIREMENTS FOR CURED-IN-PLACE PIPE

This form shall be completed in its entirety and a copy submitted with the proposal. In addition to this form, the Contractor shall attach a copy of the cured-in-place pipe certification and documentation verifying that they are a licensed installer of the manufacturer's cured-in-place pipe rehabilitation system. **Failure to submit and meet these requirements will be grounds of rejection of the proposal.**

The County will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:
Name: _____

Address: _____

Phone: _____

Contact Person: _____

List three successfully completed projects totaling a minimum of 1000 lineal feet of mainline cured-in-place installation using the proposed CIPP technology:

#1 Project Name: _____

Owner: _____

Contact Person: _____

Size of Pipe: _____

Total Length Installed: _____

Completion Date: _____

#2 Project Name: _____

Owner: _____

Contact Person: _____

Size of Pipe: _____

Total Length Installed: _____

Completion Date: _____

#3 Project Name: _____
Owner: _____
Contact Person: _____
Size of Pipe: _____
Total Length Installed: _____
Completion Date: _____

This form shall be completed in its entirety and a copy submitted with the proposal.

Superintendent:

Name: _____
Address: _____
Phone: _____
Contact Person: _____

List three successfully completed projects totaling a minimum of 1000 lineal feet of mainline cured-in-place pipe installation using the proposed CIPP technology:

#1 Project Name: _____
Owner: _____
Contact Person: _____
Size of Pipe: _____
Total Length Installed: _____
Completion Date: _____

#2 Project Name: _____
Owner: _____
Contact Person: _____

Size of Pipe: _____

Total Length Installed: _____

Completion Date: _____

#3 Project Name: _____

Owner: _____

Contact Person: _____

Size of Pipe: _____

Total Length Installed: _____

Completion Date: _____

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to JUNE 29, 2016 2:00 PM but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
P. O. BOX 946
ROME, GA 30162

(706) 291-5118

FAX (706) 290-6099

BIDDERS INFORMATION

Date of Bid: _____

Bid Name: _____

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days net _____ (discounts will apply if Procurement Card is accepted).

Procurement Card: Will you accept the VISA Procurement Card for this order? _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This _____ Day of _____, 2016

Prices to remain firm for Sixty (60) calendar days or _____ calendar days after date of opening. Vendor MUST initial here: _____.

Bidder Information
(Type or Print)

Name and Mailing Address
of where to send payments

Name of Company

Name of Company

Address

Address

City, State Zip Code

City, State Zip Code

(_____) _____
Phone Number

(_____) _____
Phone Number

(_____) _____
Fax Number

Federal ID #

Email _____

Name and Title of Person
authorized to Sign

Name

Title

Signature

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Floyd County Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____ in 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of FLOYD COUNTY, GA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____ in 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor's employees during the performance of the contract; and
2. Each Vendor who hires a sub Vendor to work in a drug-free workplace shall secure from that sub Vendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (sub Vendor's name) certifies to the Vendor that a drug-free workplace will be provided for the sub Vendor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	

***This table must be completed in its entirety by the supplier.**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Floyd County Board of Commissioners P.O. Box 946 Rome, GA 30161
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**FLOYD COUNTY GEORGIA
GENERAL TERMS AND CONDITIONS
INVITATION TO BID**

1. CHANGES: No change will be made to this invitation except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing, lamn@floydcountyga.org directed to the Floyd County Purchasing Department and received no later than 10:00am Tuesday June 21, 2016. Phone (706) 291-5118 Fax (706) 290-6099.

2. FOB POINT: Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.

3. RISK OF LOSS: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

4. BID ACCEPTANCE TIME: Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.

5. BID IDENTIFICATION: All bids submitted as a result of this invitation must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:

BID NAME AND OPENING DATE.

6. WITHDRAWAL OF BIDS: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has been called on the date of opening.

7. BONDS: Bid Bond: Not less than 5% of base bid supplied with bid.
Payment and Performance Bonds: 100% of the amount of the bid upon award.

8. SITE INSPECTIONS: (If Applicable) Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

9. AWARD OF CONTRACT: Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the County; Price and other factors considered. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.

9.1: The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

10. EXCEPTIONS TO SPECIFICATIONS: Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on the **BID SCHEDULE**. While the County reserves the right to make an award to a nonconforming bidder, when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.

11. BID RESULTS: Interested parties may review and/or print as read **BID TABULATION @ www.romefloyd.com or <https://ssl.doas.state.ga.us/PRSapp/PublicBidDisplay> 48 hours after bid opening** information may also be posted on the Ga. Procurement Registry site. lamn@floydcountyga.org

12. PAYMENT: Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within (30) thirty days receipt of invoice unless paragraph 14 applies. Invoices are to be submitted to: Floyd County Purchasing, P. O. Box 946, Rome, Ga. 30162

12.1 Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:

- | | |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County department; |
| 2. Purchase order number; | 6. Item(s) or service |
| 3. Payment terms; | 7. Quantity of each item or service |
| 4. Date of transaction ; | 8. Bid price of each item or service with any discounts |

Invoices received with any of the required information listed above missing may not be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

12.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County employee's signature must appear on the delivery receipt or invoice.

12.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. . A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY can not exempt others from tax.

12.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 **ET. SEQ.**).

12.5 Progress payments if approved may be subject to a 10% retainage.

13. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, P.O. BOX 946, Rome, Georgia 30162

14. DISCOUNTS: Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

15. EXECUTION OF CONTRACT: Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of "**NOTICE OF AWARD**" together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder's proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

16. CERTIFICATE OF INSURANCE: Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and \$1,000,000 aggregate for personal injury and \$500,000 per occurrence/aggregate for property damage to protect the County throughout the life of the contract against "**ALL RISKS**". Coverage to include but not limited to General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker's compensation and Employer's Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the

insurance stated above. Required Certificates must be furnished within Ten (10) calendar days of a “NOTICE OF AWARD” being issued.

Said general liability policy shall name Floyd County Commissioners as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to the Owner.

17. INCLUSION: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation for Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder's proposal as additional cost items and accepted by the County at the time of the award and/or contract.

18. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).

19. INDEPENDENT CONTRACTORS: The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Invitation for Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

20. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

21. STARTING TIME: Work will commence within stated calendar days after being issued a “NOTICE TO PROCEED” on the project and commence in a routine, orderly manner until completion and acceptance by the County.

22. INDEMNITY: Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

23. TERMINATION: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation for Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the FLOYD COUNTY Commission.

24. APPROPRIATION OF FUNDS: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

25. CANCELLATION FOR CAUSE: Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non compliance to the Terms and Conditions of this contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.

26. LIQUIDATED DAMAGES: See Contract Terms and Conditions to see if applies.

27. ANTI-DISCRIMINATION CLAUSE: "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

28. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by FLOYD COUNTY.

29: CONTRACT ITEMS: Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- * Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

30: CHANGES TO CONTRACT: No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

31: PUBLIC RECORDS: The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.