

Submit to:  
Cherokee County Water & Sewerage  
Authority  
Danny Carson  
P.O. Box 5000  
391 W. Main Street  
Canton, Georgia 30114

# Request For Proposals

Contact Person:  
Danny Carson, Construction  
Coordinator  
770-479-1813 (255) Fax 770-479-5493  
e-mail: dan@ccwsa.com

RFP TITLE:  
SEWER INSPECTION  
CAMERAS AND TRAILER

REQUESTING  
DEPARTMENT:  
ACCOUNTING  
GPS/GIS

RFP#:  
CCWSA-2011-008

RFP SUBMITTAL  
DEADLINE:  
**March 25, 2011**  
**10:00 AM**

Optional -PRE-RFP CONFERENCE DATE, TIME AND  
LOCATION: March 8, 2011 @ 10:00 AM,  
391 W. Main Street, Canton Georgia 30114

PROPOSALS RECEIVED  
AFTER ABOVE DATE AND  
TIME WILL NOT BE  
CONSIDERED.

**RFP 2011-008**

**Cherokee County Water & Sewerage Authority**

**Advertisement for Proposals**

**Sewer Inspection Cameras and Trailer**

The Cherokee County Water & Sewerage Authority pursuant to the provisions of O.C.G.A. 36-91-21, herein seeks competitive sealed proposals from Vendors for **Sewer Inspection Cameras and Trailer Equipment Package**. Proposals must be received by the Cherokee County Water & Sewerage Authority, P.O. Box 5000, 391 W. Main Street, Canton, Georgia, 30114 no later than 10:00 A.M. on Friday, March 25, 2011, at which time the receipt of proposals will be acknowledged. Late proposals will not be accepted. The proposal documents for this RFP may be obtained from the Cherokee County Water & Sewerage Authority in its entirety at [ccwsa.com](http://ccwsa.com) or from Danny Carson, Construction Coordinator, P.O. Box 5000, 391 W. Main Street, Canton, Georgia, 30114, telephone number 770-479-1813. Any questions concerning this RFP shall be directed to Danny Carson. An Optional pre-proposal conference will be held at the main office of Cherokee Water & Sewerage Authority, 391 W. Main Street, Canton Georgia, 30114 at 10:00 A.M. on Tuesday, March 8, 2011. Proposal evaluation criteria and Vendor qualification requirements are contained in the RFP. Addendums, if any will be posted at [ccwsa.com](http://ccwsa.com) no later than 5:00 P.M. on March 21, 2011. Proposers shall check the website for addenda prior to submitting a proposal. All responsive proposal submissions will include signed copies of any posted addenda. The Cherokee County Water & Sewerage Authority reserves the right to reject any or all proposals, waive technicalities and to make an award as deemed to be in the best interest of the Cherokee County Water & Sewerage Authority.

## REQUEST FOR PROPOSAL

### **1.0 INTRODUCTION**

#### **1.1 Purpose of Procurement:**

This request for proposals (RFP) is being issued to establish a contract with a qualified vendor who will provide sewer inspection equipment to the Cherokee County Water & Sewerage Authority (hereinafter, "the CCWSA") as further described in this RFP.

#### **1.2 Proposal Certification:**

Pursuant to the provisions of the Official Code of Georgia 36-91-21 CCWSA certifies that the use of a competitive sealed bid will not be practical or advantageous to the CCWSA in completing the acquisition described in this document. A competitive sealed proposal award method is being used.

#### **1.3 Schedule of Events:**

<b>DATES</b>	<b>ACTIVITY</b>
February 25, 2011	Release of RFP
March 8, 2011 10:00 AM	<b>OPTIONAL Pre-Proposal Conference</b> at main office of the CCWSA, 391 W. Main Street, Canton, Georgia 30114
March 15, 2011 10:00 AM	Deadline for written questions to be submitted to the Construction Coordinator.
March 21, 2011 5:00 pm	Answers to written questions posted to website: <a href="http://www.ccwsa.com">www.ccwsa.com</a>
<b>March 25, 2011 10:00 am</b>	<b>Proposals Due – Proposal will be publicly acknowledged</b>
Week of April 25, 2011	Tentative Award Date

#### **1.4 Restriction on Communications:**

From the issue date of this RFP until a vendor is selected and the award is announced, Vendors responding to this RFP are not allowed to communicate for any reason with regard to this RFP to any CCWSA staff or Board Members except: 1) through the Construction Coordinator named herein, 2) at the Pre-Proposal Conference, if applicable or 3) as provided by existing work agreement (s). The CCWSA reserves the right to reject the submittal of any vendor violating this provision.

**1.5 Pre-Proposal Conference:**

An optional Pre-Proposal Conference is scheduled for March 8, 2011 @ 10:00 AM. Participants will meet at the main offices of the CCWSA, 391 W. Main Street, Canton, Georgia 30114.

**1.6 Questions & Addenda:**

All questions concerning this RFP, not asked during the Pre-Proposal Conference, must be submitted in writing (e-mail is preferred but fax or mail may be used) and received by the Construction Coordinator no later than 10:00 AM on March 15, 2011 local time.

E-Mail: [dan@ccwsa.com](mailto:dan@ccwsa.com)

FAX: 770-479-5493

Inquires can be mailed to:

Danny Carson, Construction Coordinator  
Cherokee County Water & Sewerage Authority  
P.O. Box 5000  
Canton, Georgia 30114

No response to inquiries other than written will be binding on the CCWSA. CCWSA reserves the right to issue written addenda to any inquiries that alter the scope of the RFP. Addenda shall be posted to the CCWSA website, [www.ccwsa.com](http://www.ccwsa.com) no later than March 21, 2011 at 5:00PM. A signed copy of any addenda shall accompany submitted proposals. **Offerors are advised to check the website for addenda before submitting their Proposals.**

**1.7 Bid Bonds, Payment Bonds & Performance Bonds:**

Not required.

**1.8 Definition of Terms:**

**CCWSA** – Cherokee County Water & Sewerage Authority

**Owner** – Cherokee County Water & Sewerage Authority

**O.C.G.A.** – Official Code of Georgia Annotated (State Statute)

**Proposer / Respondent/Offeror /Vendor/Contractor**– Respondent/Firm submitting to this RFP

**RFP** – Request for Proposals.

**Competitive sealed proposal** – means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals (RFP) in conformance with the provisions of subsection (c) of Code Section 36-91-21(c)

**Base Bid / Base Proposal** – means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform project.

**Alternate Bid/Proposal** – means the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or materials or alternate proposal method is accepted.

## **2.0 STATEMENT OF TECHNICAL SPECIFICATIONS**

### **2.1 Overview:**

Cherokee County Water and Sewerage Authority are accepting Competitive Sealed Proposals for the following sewer inspection cameras and trailer equipment.

Each camera, camera transporter, and external light head to be supplied on this specification must be labeled and listed as a minimum by a Nationally Recognized Testing Laboratory (NRTL) to the applicable Standard for Safety for Closed Circuit Television Equipment, UL 2044, 2nd edition, 11/9/01. A listing report must be supplied that certifies the aforementioned equipment is acceptable as defined by 29 CFR 1910.399 and required by 29 CFR 1910.303(a). Self-certification or certification by a laboratory that is not an NRTL will be deemed unacceptable. NRTL labeled and listed equipment shall be supplied as required by the FEDOSHA memorandum, dated September 25, 2002, page 3, Section on Compliance, prepared by John L. Henshaw, Assistant Secretary of Occupational Safety and Health.

### **2.2 Equipment Specifications:**

**Bid shall include the following:**

#### **1 - 7X12 TANDEM AXLE TRAILER, 7000GVWR**

**To Include:**

- Bat Wing Rear Doors
- 1 - Side Door
- 1 - 13 Gallon Diamond Plate Fuel Tank
- 1 - 120 Volt 60 HZ 6500 Watt (Minimum) Honda Commercial Grade Generator, Gasoline Powered with Electric Start and Up front Side Serviceability
- To Include:
  - 1 - Generator Compartment Mounted on Trailer Tongue
  - 1 - Generator Remote Start/Stop Cable Assembly
  - 1 - Commercial Power Supply Receptacle, 25' Cord and Plug
  - 1 - Electric Supply Center with Circuit Breaker Box, Commercial Power and Generator Power Connectors
  - 1 - Automatic Power Transfer Switch

#### **TV TRAILER EXTERIOR LIGHTING:**

- 1 - Amber Electronic Strobe Warning Beacons
- 2 - Adjustable Floodlights Rear of Vehicle for Area Illumination
- 1 - Roof Top Air Conditioner, 13,500 btu with Heat Strip

#### **TV Trailer Control Room Interior to Include:**

- 1 - Kemlite Surface Wall Covering
- 1 - Kemlite Ceiling Covering
- 1 - Bulkhead Wall with Passage Door From Control Room To Equipment Room with Safety Plus Visual Viewing Window

- 1 - Built In Control Console with Rack Mount for Electronic Equipment Mounted above Viewing Window
- 1 - Desktop/work area
- 1 - 12V Courtesy Light with 15 Minute Timer located at rear door area
- 1 - 110 Volt Fluorescent Light Fixture
- 1 - Electrical Outlet with Dual Receptacles
- 1 - Fire Extinguisher with Bracket, 10 BC Rating
- 1 - Operators Chair With Castors
- 1 - Storage Cabinet Under Viewing Room Desktop
- 1 - Bench Seat in Viewing Room
- 1 - Wall Mounted Electric Heater
- 1 - Video Monitor 19" LCD Flat screen

**TV TRAILER EQUIPMENT ROOM INTERIOR TO INCLUDE:**

- 1 - Climate controlled Breaker Box/Electronics Storage Area with Locking Positive Latches
- 2 - Electrical Outlet with Dual Receptacles
- 1 - 110 Volt Fluorescent Light Fixture
- 1 - 12V Courtesy Light with 15 Minute Timer located at rear door area
- 1 - Lonseal Lonplate Flooring
- 1 - Lower Storage Cabinet/Work Top with Sink and Faucet
- 1 - Upper Wall Mounted Storage Cabinet
- 1 - Video Monitor 19" LCD Flat screen
- 1 - Folding Chair

**ADDITIONAL LIGHT AND OUTLET**

- 1 - Fluorescent Light and Fixture Mounted above Worktop
- 1 - Dual Receptacle Outlet above Worktop
- 1 - Cable Assembly - Video Monitor to Monitor in Control Room
- 1 - Monitor Mount Bracket
- 2 - Outlet

**DIGITAL ENGINEERING PANEL**

- 1 - Voltage Readout, Power Supply
- 1 - Hertz Readout, Power Supply for 60Hz
- 1 - Generator Hour Readout
- 1 - Remote Generator Start/Stop Control Switch

**Cameras and Equipment:**

**P&T ZOOM M/C CAMERA**

- 1 - Solid State Color Sewer TV Camera with a Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom, NTSC Color Standard, 4x Light Integration and built in Sonde transmitter for locating
- 1 - Camera Lighting System
- 1 - Camera Transportation and Storage Case
- 1 - Built In Inclinometer

**21" TRAC TRANSPORTER TO INCLUDE:**

- 1 - 6" Trac Transporter with Freewheel and Powered Reverse
- 1 - Y-Eliminator
- 1 - Trac Extension Kit 18" - 24"

- 1 - Brass Trac Extension Kit for 8" - 15" Pipe
- 1 - Spare Parts Kit for Trac Transporter To Include:
- 1 - Additional Chain Links and Rubber Cleats
- 1 - 12/5/4 ADAPTER CABLE

**SELF PROPELLED LATERAL INSPECTION / EVALUATION SYSTEM II TO INCLUDE:**

- 1 - Solid State Color Sewer TV Camera with a Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom, NTSC Color Standard, 4x Light Integration, 360 degree rotation, 330 degree optical pan, auto centering feature, automatic focus, automatic iris, with remote focus and iris override.
- 1 - Mini Fixed Orientation Color Camera, 1.50" Maximum Diameter x 3.5" Maximum Length, Built In Light Ring With Solid State White LED Lighting, Auto Upright image, and built in Sonde transmitter for locating.
- 1 - Lateral Launcher Assembly with Rotation/Extend/Retract Camera Positioning
- 1 - Push Cable Drive Assembly - Installed In Lateral Launcher
- 1 - Self Propelled Launcher Robot With Freewheel, Forward, and Power Reverse, Wheeled transporter, not to exceed 32.2" length from the front of the pan and tilt zoom camera to the rear of the launcher robot.
- 1 - 80 ft. Push Cable Assembly with stainless steel protective sheath
- 1 - Electric Reel with Automatic Levelwind, Slipping and Clutch for Powered Retrieve of Push Cable/Control System to Include Launcher/Self Propelled Robot Control with Extend/Retract, Left/Right Rotation / Cable Drive Speed
- 1 - Interconnect Cable For Launcher To Push Cable
  - 1 - Interconnect Cable For Control System To Power Control Unit
  - 1 - Set of Skids For Push / Inspection Camera
  - 1 - 5" Monitor
  - 1 - Built In Inclinometer

**1000' CABLE ASSEMBLY**

- 1 - 1000' Cable
- 1 - Metal Splice Chamber
- 1 - Cable Strain Relief

**REEL ASSEMBLY FOR CABLE [RH]**

- 1 - Power Level Wind & Multi-Ratio Manual Transmission
- 1 - Footage Meter with Local Counter and Remote Counter
- 1 - Sealed Continuous Contact Collector Assembly

**1 WIRED USB CONTROLLER WIRELESS CONTROLLER**

- 1 - Joystick control for pan and tilt zoom camera to include 360 degree rotate and 330 degree optical pan
- 1 - Joystick control for all steering functions and forward/reverse directions for the transporter

- 1 - Camera lift control for optional electronic camera lift
- All other controls for camera to include camera iris and focus override, zoom, camera lights,
- shutter control for light enhancement, camera diagnostics, and auto home
- 1 - Cruise control to set speed of transporter for hands off operation
- 1 - All reel controls to include retrieve, release, and variable speed

**COMPUTER W/DATA COLLECTION SOFTWARE [Rack Mounted]**

**1 - CCU ASSEMBLY [RACK MOUNT]**

- 1 - Motherboard with 775 Socket and Intel P45 Chipset
- 1 - Genuine Intel Dual Core E7400 Wolfdale 2.8 GHZ
- 1 - Two (2) GB of DDR2 (Double Data Rate) 5400 RAM
- 1 - PCI Video Capture Board for MPEG1 / 2 / 4 Video Capture with Hardware Compression
- 1 - Video Graphics Card, Supporting up to 256MB, 16x PCI-Express
- 1 - LAN, On Board Network Connection, Intel 82547E1 10 / 100 / 1000
- 8 - USB 2.0 Ports (6 on Rear, 2 on Front)
- 3 - RS232 Serial Ports
- 1 - Sound blaster Compatible, On Board Sound
- 1 - DVD + / - RW DVD Burner 20x / CD - RW 40x Internal
- 1 - 500 GB (7,200 RPM) SATA Hard Drives
- 1 - 64 GB Solid State Drive, SATA2
- 1 - 650 Watt ATX Power Supply
- 1 - Industrial Hardened Case with Air Filtering, Vibration Dampening Hard Drive Mounts, Peripheral, Cards Support Bar, 19" Rack
- 1 - 101 Key Enhanced Heavy Duty Keyboard
- 1 - Optical PS2 / USB Mouse
- 1 - Desk Top Color Ink Jet Printer, 600 x 300 dpi, 512K
- 1 - Windows XP Professional Operating System
- 1 - Granite XP Inspection Edition Latest Version Software
- 1 - User Guide - Hard Copy
- 1 - User Guide, CD
- 1 - System Recovery Disk
- 1 - 19" Multimedia LCD Monitor with Speakers
- 2 - Viewer Editions of Granite XP shall be included at no extra charge

**1 - ESRI GIS MODULE SOFTWARE**

**2 - ADVANCED TRAINING FOR DATA COLLECTION SYSTEMS**

**1 - ENHANCED SUPPORT PLAN FOR SOFTWARE**

**1 - UPGRADE TO DOUBLE DATA TITLER TO INCLUDE LATERAL FOOTAGE**

**1 - MANHOLE TOPROLLER ASSEMBLY, TV ONLY**

**1 - MANHOLE ADAPTER CLAW HOOK**

**6 - RETRIEVAL/DOWNHOLE POLE ASSEMBLY**

**1 - INVERT ROLLER ASSEMBLY**

**1 - RETRIEVAL HOOK**

**MULTI CONDUCTOR TOOL KIT**

- 1 - Milliampmeter Tool
- 1 - Electrical Tape
- 1 - Needle Nose Pliers
- 1 - Four-In-One Screwdriver
- 1 - 6" Adjustable Wrench
- 1 - Anti Seize Grease
- 1 - 9-Piece Allen Wrench kit
- 1 - Solder Iron Kit
- 1 - Industrial Pliers
- 1 - 5/32 T-Handle Hex Wrench
- 1 - Multi Conductor TV Only Operation Manual
- 1 - Parts Catalog
- 1 - Cable Repair Kit DVD
- 1 - TV Only Training DVD

**TRAINING, ON-SITE (FOUR DAYS)**

**TRAILER DELIVERY to 1957 Authority Drive, Woodstock, Georgia 30189**

**2.3 Summation:**

Proposal request is for a turnkey equipment package. This scope of is not intended to eliminate competition from any vendor. Likewise, vendors who offer a variation on what has been specified are encouraged to submit a proposal.

### **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements, which must be present in the proposal before further consideration will be given.

#### **3.1 Proposal Requirements:**

3.1.1 Technical Proposal responding to scope of work. Proposal must include items detailed in section 4.0 of this document.

3.1.2 **Separately sealed Financial Proposal.**

#### **3.2 Submission Requirements:**

3.2.1 The Proposer must submit a SEALED Technical Proposal detailing the proposed equipment as requested under Section 2.0. The Vendor will submit one original hard copy of the Technical Proposal with authorized signature(s) and seven (7) copies. All proposals shall be bound. No three-ring binders will be accepted.

3.2.2 All additional documentation as listed on the RESPONDENT'S CHECKLIST shall be included with the Technical Proposal package.

3.2.3 **The Proposer must submit a completed SEALED Financial Proposal. The Proposer will submit one original hard copy Financial Proposal with authorized signature(s) and seven (7) copies. No three-ring binders will be accepted.**

## **4.0 TECHNICAL PROPOSAL CONTENT**

This section identifies the information that must be submitted in the Technical Proposal. Refer to “Proposer Checklist”.

### **4.1.1 Company Background & Structure:**

Complete the Proposer’s Information form and attach additional sheets, if necessary.

### **4.1.2 References**

Complete the Respondent’s Reference form.

### **4.1.3 Financial Stability:**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Respondents firm.

- If a public company, include a recap of the most recent financial report.
- If a private company provide a recap of the most recent internal financial statement, and a letter, on the financial institution’s letterhead, stating financial stability.

### **4.1.4 Qualifications & Availability of Staff:**

Identify key staff members and their qualifications involved in providing the equipment package and training.

### **4.1.5 Proposer’s Affidavit of Non-Collusion:**

Complete the attached Proposer’s Certification of Non-Collusion.

### **4.1.6 Vendor’s Affidavit and Agreement:**

Complete the attached Proposer’s Affidavit and Agreement.

### **4.1.7 Business Litigation:**

Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.

**4.1.8 Proof of insurance:**

Attach proof of Insurance as required by Section 6.0 General Terms and Conditions, Item 25.

**4.1.9 Proposal:**

Provide a detailed listing of all equipment referenced in Section 2.0. and delivery schedule if awarded.

**4.1.10 General Terms and Conditions:**

Section 6.0 – General Terms and Conditions – Redline any issues on the attached copy of General Terms and Conditions.

**4.1.11 Addenda:**

Circle numbers on attached Respondent's checklist. Also attach a signed copy of all addenda.

**4.1.12 Sample Contract:**

Section 7.0 - Redline any issues on the sample contract.

**NOTE -- Including Financial Proposal information with the Technical Proposal will be grounds for disqualification.**

## **5.0 PROPOSAL SUBMISSION AND EVALUATION**

### **5.1 Process for Submitting Proposals**

#### **5.1.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Vendor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### **5.1.2 Packaging of Proposal**

**Mark the outside of the shipping package as follows:**

**RFP CCWSA\_2011\_008 Sewer Inspection Cameras and Trailer**

*Failure to properly label the OUTSIDE of the shipping container may result in disqualification.*

Inside the shipping container, the proposal in response to this RFP must be divided into two separate and appropriately labeled and sealed packages - a Technical Submission and a Financial Proposal.

1. The contents of the sealed, inner package labeled "**Technical Proposal**" will include an original Technical Proposal (marked "Original") and seven (7) copies. Refer to Section 4 and the Respondent's Checklist for required content. The responding company's name must be clearly visible on the package.
2. The contents of the sealed, inner package labeled "**Financial Proposal**" will include ONLY the original **Financial Proposal** form (marked "Original") and seven (7) copies. The responding company's name must be clearly visible on the package.

**Do not include price information of any kind in the Technical Proposal.**

#### **5.1.3 Submission of Proposals**

Proposals will be received by the CCWSA Construction Coordinator until 10:00 AM on March 25, 2011. Proposals will be opened immediately following the deadline. The marked original and seven (7) copies must be mailed, hand-delivered, or express mailed to:

USPS Mail Address:            Danny Carson, Construction Coordinator  
   Cherokee County Water & Sewerage Authority  
   P.O. Box 5000  
   Canton, Georgia 30114-5000

Express Mail/ Delivery Address: Danny Carson, Construction Coordinator  
Cherokee County Water & Sewerage Authority  
391 West Main Street  
Canton, Georgia 30114-5000

**Any proposal received after the due date and time will not be evaluated.**

**5.2 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted in the following phases.

**5.2.1 Administrative Review**

The proposals will be reviewed by the Construction Coordinator for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Technical Submission and Financial Proposal
3. All required documents have been submitted
4. Technical Submission does not include any information from the Financial Proposal
5. All documents requiring an original signature have been signed and are included

**5.2.2 Mandatory Requirements Review**

Proposals that pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

**5.2.3 Technical Proposal Evaluation**

Proposals that pass the Mandatory Requirements Review will be independently evaluated and scored by each Technical Evaluation Team Member. Technical proposals will be scored in the following categories and may receive a maximum of one hundred (100) points.

Background and Experience of the Company	15
References	10
Financial Credibility	10
Technical Approach	40
Experience of Staff/Crew	10
Litigation	5
Financial Proposal	10
<b>TOTAL POINTS</b>	<b>100</b>

#### **5.2.4 Financial Proposal Evaluation**

Financial Proposals will be opened after the Technical Proposal have been evaluated and scored.

The evaluation team may elect to open and consider the Financial Proposals from only those firms named to the "short list". The Proposals will then be evaluated and ranked with a maximum point value given to the proposal that results in the lowest cost to the CCWSA.

#### **5.2.5 Oral Presentations:**

The CCWSA reserves the right to invite short listed Proposers to present their Qualifications and Approach to an evaluation team as part of the Technical Proposal Evaluation process. The "short list" will consist of two to six vendors with the highest-ranking scores after the Technical Proposal scores are tabulated.

#### **5.2.6 Identification of Apparent Successful Contractor**

The resulting Financial Proposal rank will be combined with the Technical Proposal rank to identify the apparent winner. Final award will be determined by the CCWSA Board of Directors.

### **5.3 Negotiations and Award with Apparent Winner**

Prior to award, the apparent winning Proposer will be required to enter into discussions with the CCWSA to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the CCWSA. Failure to resolve differences will lead to rejection of the Vendors proposal. The CCWSA reserves the right to negotiate modifications and costs with the successful Proposer provided that no such modifications affect the evaluation criteria set forth herein. Final award will be in accordance with the attached contract (Section 7.0) based on final negotiations and review by CCWSA Legal counsel for form and content.

### **5.4 Rejection of Proposals/Cancellation of RFP**

CCWSA reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the CCWSA. It is also within the right of the CCWSA to reject submissions that do not contain all elements and information requested in this document. The CCWSA reserves the right to cancel this RFP at any time.

## **6.0 GENERAL TERMS AND CONDITIONS**

1. PROPOSAL COSTS: The cost for developing a proposal is the sole responsibility of the Proposer. The CCWSA will not provide reimbursement for such costs.
2. PROPOSAL ACCEPTANCE TIME: Proposals requiring acceptance by the CCWSA in less than ninety (90) calendar days may be rejected, unless so stated in the Proposer's response and accepted by the CCWSA.
3. DELIVERY TIME: Specify on the Financial Proposal the delivery or completion time you are able to meet for the Scope of Work. Failure to meet stated delivery times may be ground for cancellation of contract.
4. PROPOSAL WITHDRAWAL: Submitted proposal may be withdrawn prior to the due date by a signed written request to the Construction Coordinator. To allow adequate time for evaluation, negotiation, and Board approval, no proposal can be withdrawn for a period of ninety (90) days following the opening of the proposals.
5. SUBSTITUTIONS: When references are made in proposal documents to trade names or to brand names of manufacturers, such references are made solely to designate and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If comparable materials or equipment with different trade names are offered, the Proposer has the burden of proving equivalency. Product literature or catalogs may be submitted to support claim of equality.
6. PROPOSAL RESULTS: No proposal results will be issued by telephone. Instead parties may request a copy in writing by sending a self-addressed, stamped envelope request to: CCWSA Construction Coordinator, P. O. Box 5000, Canton, Georgia 30114. Be sure to specify the proposal for which you are requesting results.
7. EXECUTION OF CONTRACT: Subsequent to identification of the winning proposal, the successful Proposer will be contacted for contract negotiations. If terms are mutually agreed upon, the Respondent will be presented with a contract and other applicable forms. The successful proposer shall execute and return the contract within (10) days of presentation together with the required Bonds and the Certificate of Insurance. If said documents are mailed to the successful Proposer the date of presentation shall be deemed the postmark date. The proposal submitted by the successful Proposer and the Request for proposal; shall be incorporated into the contract, except to the extent that this Request for Proposals conflicts with the contract. In a case where the provisions of the contract differ from the Request for Proposals, the contract shall have precedence. If mutually agreeable terms cannot be negotiated, with the top ranked Respondent, negotiation will commence with the second place respondent.
8. AWARD: The winning Proposer will be issued a Notice of Award and/or **Purchase Order**. **The CCWSA assumes no liability for goods and/or services provided without a Notice of Award and/or Purchase Order.**
9. REJECTION OF PROPOSALS: The CCWSA reserves the right to reject all proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement. The CCWSA reserves the right to cancel this proposal at any stage with no further obligation.
10. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition; and that all bags, containers, and boxes shall be new and suitable for storage, unless otherwise stated by CCWSA.
11. JOB DESTINATION: Proposal price to include shipping, packing, crating and unloading at address in Proposal Schedule. Title shall remain with vendor until fully accepted by CCWSA. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain property of vendor until replaced or removed at CCWSA direction.
12. 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.

13. WORK TO BE PERFORMED: Proposer has examined and carefully studied the scope of work and contractual documents relative to this RFP. Proposer is aware of the general nature of the work to be performed and is satisfied as to conditions that may affect cost, progress, performance and furnishing of the work.
14. PROTESTS: If a vendor/respondent is aggrieved by any aspect of a solicitation, the vendor/respondent can choose to protest by sending notice to the Construction Coordinator no more than five (5) days following a Notice of Award. Any inquiry received after the deadline shall be fully investigated, but will not be considered a formal protest.
15. PAYMENT: Upon inspection and acceptance of all items, amount due shall be eligible for payment. Invoices shall be paid within (30) thirty days of receipt of a correct invoice, unless a shorter time is stated in the proposal and accepted by CCWSA. Submit invoice(s) with original signature of receiver to the CCWSA Construction Coordinator at: Cherokee County Water and Sewerage Authority, P. O. Box 5000, Canton, Georgia 30114.
  - 15.1 Itemize all invoices in full. Show payment terms. **The CCWSA Purchase Order number MUST be stated on the invoice.** Mail the original and one copy of your invoice to the address above.
  - 15.2 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 CCWSA employee's signature must appear on the delivery receipt or invoice.
  - 15.3 **CCWSA is exempt from taxes but the contractor shall pay all taxes required of him by law. CCWSA cannot exempt others from tax.**
  - 15.4 CCWSA reserves the right to deduct from payment any monies owed to CCWSA by the vendor.
16. INQUIRIES REGARDING PAYMENT: All payment inquiries shall be directed to: Cherokee County Water and Sewerage Authority, Attn. Construction Coordinator, P. O. Box 5000, Canton, Georgia 30114.
17. PAYMENT ON CONTRACTS: Payment for work completed will be made in response to monthly invoices submitted at the contract price for units in place and accepted by the CCWSA.
18. DISCOUNTS: Prompt payment discounts will not be considered in determining the winning proposal. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by CCWSA, whichever is later.
19. ANTI-DISCRIMINATION CLAUSE: CCWSA does not discriminate against any person because of race, color, religion, national origin, sex, age, or disability in employment, services provided, or contracts awarded. Vendor certifies that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or other basis prohibited by law. CCWSA prohibits unlawful discrimination or harassment including sexual harassment. Vendor must not engage in unlawful harassment including sexual harassment or discrimination while on CCWSA premises.
20. REGULATORY AGENCIES: Successful Vendor will be responsible for all required permits or license required by any regulatory agency of the city, county, state, or federal governments. Vendor will be responsible for meeting all requirements, regulations, or guidelines of any governments or any independent agency recognized by said governments as the publisher such regulations or guidelines.
21. INDEPENDENT CONTRACTORS: The Respondent represents to CCWSA that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized and financed to perform such functions. The Vendor shall finance his own operations, shall operate as an independent contractor and not as an agent of CCWSA. Nothing contained in this RFP or a resulting contract shall be construed to constitute the Proposer or any of his employees, agents, or sub-contractors as a partner, employee, or agent of the CCWSA; nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent Contractor.

22. **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that successful contractor 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 CCWSA.
23. **NON-COLLUSION:** The Proposer will be required to execute a Certificate of Non-Collusion and submit it with Proposal Documents.
24. **PROPOSAL BONDS, PAYMENT BONDS, & PERFORMANCE BONDS (if required):** not required  
A five percent (5%) Bid Bond, a one hundred percent (100%) Performance Bond and one hundred percent (100%) Payment Bond shall be furnished to CCWSA if stated as required in paragraph 1.7 in the INTRODUCTION section of this document. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as accepted reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.
25. **INSURANCE:**
- 25.1 **Liability:** The vendor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property. And for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-CONTRACTOR or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner.
- 25.2 **Indemnity:** To the fullest extent permitted by laws, statutes, rules, and regulations, the Vendor shall indemnify and hold harmless the CCWSA and Employees from and against claims, cost, damages, losses, and expenses, including but not limited to all fees and charges of attorneys and other professionals and all court cost, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful, and wanton, or wrongful acts or omissions of the contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.
- Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in this Paragraph.
- 25.3 **Comprehensive General Liability:** The successful Proposer shall exercise proper precaution at all times for the protection of persons and property. The Proposer shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of A or better with the following minimums:
- General Liability insurance of at least One Million dollars (\$1,000,000.00) combined single limit per occurrence.
- Automobile insurance of at least five hundred thousand dollars (\$500,000.00) combined single limit per accident for bodily injury or property damage; and
- Workers' Compensation Insurance – Statutory Limits together with Employer's liability coverage of at least \$250,000 per accident claim.
- Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the General Warranty.
26. **INSPECTION OF RECORDS:** The records or the Purchasing Department are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in

writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Accounting Department.

Proposers are cautioned that any documentation submitted with or in support of a proposal or proposal will become subject to public inspection under the Georgia Open Records Act.

There will be a charge assessed to any vendor requesting copies of records.

27. **PROJECT COORDINATION:** The Vendor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Vendors' authorized representative, who shall be authorized to receive and accept any and all communications from the CCWSA. The CCWSA Construction Coordinator shall be authorized to generate, receive and accept communication as an authorized representative of the CCWSA.

The Vendor hereby agrees to replace any personnel or sub-Contractor, at no cost or penalty to CCWSA, if the CCWSA reasonably determines that the performance of any sub-Contractor or personnel is unsatisfactory.

28. **ACCURACY OF WORK:** The Vendor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the CCWSA will not relieve the Vendor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Vendor under this Agreement, the Vendor shall confer with the CCWSA for the purpose of interpreting the information supplied by the Vendor and to correct any errors or omissions. The above consultations, clarifications, And/or corrections shall be made without added compensation to the Vendor. The Vendor shall give immediate attention to these changes so there will be minimum delay to others. The Vendor shall be responsible for errors and omissions and save harmless the CCWSA and its agents as provided in this Agreement.

29. **OWNERSHIP:** Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the CCWSA and shall not be used by the Vendor for purposes unrelated to this Contract without the prior written approval of the CCWSA. Such original documents shall be turned over to the CCWSA upon completion of the Project except that Vendor shall have the right to retain copies of the same.
30. **NEWS RELEASES BY CONTRACTOR:** As a matter of policy, the CCWSA does not endorse the products or services of a Vendor. News releases concerning any resultant contract from this solicitation shall not be made by a Vendor without the prior written approval of the CCWSA. All proposed news releases shall be routed to the CCWSA Construction Coordinator for review and approval.
31. **SEVERABILITY/CANCELLATION:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The CCWSA reserves the right to cancel the contract and discontinue the services with a fifteen (15) day written notice as a result of the failure of the Vendor to provide acceptable work as delineated in the response to this document or if determined that services can be better provided by in house or other sources.

32. **DRUG FREE WORKPLACE:** By submission of a Proposal, the Vendor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating 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 performance of the contract; and
2. Each Vendor who hires a sub Contractor to work in a drug-free work place shall secure from that sub Contractor 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 Contractor's employees during the performance of this Contract pursuant /O Paragraph (7) of Sub-section (b) a/Code Sec/ion 50-24-3".*

*The Vendor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.*

33. OBLIGATIONS AND LIABILITY OF VENDOR: The Vendor shall do all the work and furnish all the materials, tools, and appliances, except as otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. The Vendor shall complete the entire job to the satisfaction of the Owner, and in accordance with the Specifications and Plans herein mentioned, at the prices herein agreed upon and fixed therefore.

All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Vendor.

The Vendor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner and shall avoid interference.

The Vendor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish security guards, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Vendor shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.

The Vendor shall in no way be relieved of responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders.

The Vendor shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Vendor shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Vendor shall so conduct his operations as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The Vendor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the

requirements of the Contract Documents. The Vendor having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Vendor, himself is responsible for seeing that the work is installed in accordance with the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, engineers employed by the Engineer, representatives of the Engineer or the Engineer either to discover or to bring to the attention of the Vendor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Vendor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that anyone, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Vendor against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the Contract. No requirement of this Contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions in the Contract for changes in the work.

#### 34. RESPONSIBILITIES OF THE VENDOR

##### Vendors, Manufacturers and Suppliers:

The Vendor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.

##### Vendor's Employees:

The Vendor shall be responsible for the adequacy, efficiency and sufficiency of his employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them.

##### Payment For Labor and Materials:

The Vendor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Vendor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Vendor shall furnish proof of payment of such accounts to the Owner.

##### Attention to Work:

The Vendor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.

##### Employee Safety:

The Vendor alone shall be responsible for the safety of his and his subcontractor's employees. The Vendor shall maintain the project site and perform the work in a manner that meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

##### Public Safety and Convenience:

The Vendor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents near the work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Vendor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

##### Cooperation With the Construction Inspector:

The Vendor, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The Contractor shall provide the Construction Inspector with information requested in connection with the inspection of the work.

34. COMPLIANCE WITH LAWS: The Vendor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Engineer and Owner in writing.

The Vendor shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

**Cherokee County Water & Sewerage Authority  
Respondent's Checklist  
RFP CCWSA\_2011\_008 Sewer Inspection Cameras and Trailer**

Legal Name of Proposer: \_\_\_\_\_

**This form must be completed and returned with your proposal.**

**Submitted:**

**YES NO DESCRIPTION**

- Original Technical Proposal**
- Original Financial Proposal Form in separate package**
  
- Proposer's Information Form
- Proposer's References (form provided is optional)
- Include Business License
- Include financial information (4.1.4)
- Include information on Qualifications & Availability of Staff
- Complete Proposer's/Vendors Affidavit of Non-Collusion
- Complete Proposer's/Vendors Affidavit and Agreement E-Verify
- Include Business Litigation (If Any)
- Proof of Insurance (Liability and Work Comp) (6.0 item 25)
- General Terms and Conditions (Section 6.0) marked with any issues marked in red
- Addenda-Circle numbers for attached addenda: #1, #2, #3, #4, #5, #6
- Sample Contract – Redline any issues
- Disclosure of Existing Relationship Letter (if needed per Non-Collusion Affidavit)
  
- Seven 7 copies other Technical Proposal
- Seven 7 copies of the Financial Proposal Form in separate package

---

(Authorized Signature)

(Date)

**Cherokee County Water & Sewerage Authority  
Proposer's Information Form  
RFP CCWSA\_2011\_008 Sewer Inspection Cameras and Trailer**

Legal Name of Proposer: \_\_\_\_\_

***This form must be completed and returned with your proposal***

1. Company Name _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business: (corporation, partnership etc) _____
State where incorporated and Year of incorporation: _____
5. Name & Title of Authorized Signer: _____
6. Primary Contact for this proposal: _____
7. Phone: _____ FAX: _____
8. Email: _____
7. Company Website: _____
8. Tax ID and State where issued: _____
9. Please attach a brief history of the company. (Include information on any sub-contractors)
10. Has your company ever been debarred from doing business with any federal, state or local agency? Yes _____ No _____
If yes, please attach a separate sheet detailing the agency name, dates and reason for debarment.

**Cherokee County Water & Sewerage Authority  
Proposer Reference Form  
RFP CCWSA\_2011\_008 Sewer Inspection Cameras and Trailer**

*This form must be completed and returned with your proposal.*

All references must be from customers for whom your company has provided similar equipment to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

1. Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact Person Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

2. Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact Person Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

3. Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact Person Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

**Cherokee County Water and Sewerage Authority  
Financial Proposal  
RFP CCWSA\_2011\_008 Sewer Inspection Cameras and Trailer**

**Legal name of Proposer:** \_\_\_\_\_

This Financial Proposal is submitted in response to Request for Proposals CCWSA\_2011\_008 for Sewer Inspection Cameras and Trailers.

Base Proposal sum to provide equipment listed in section 2.2:

\$ \_\_\_\_\_

Alternates:

List any amount for alternates listed in your proposal to be added to or deducted from the amount of the base proposal sum if the corresponding change in the equipment scope or alternate is accepted. Also list any extended warranties and/or service contracts offered. Include any extended warranties and extra recommended spare parts if any.

Description:	Amount: (add / Deduct)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Attach sheets if needed for Alternates**

**Authorized Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Proposer's Affidavit of Non-Collusion**  
**RFP CCWSA\_2011\_008 Sewer Inspection Cameras and Trailers**

The undersigned certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services 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 damages awards, I certify that this proposal has been prepared independently and that the submitted price will not be disclosed to another person, I certify that there has been no contact or communication by the Proposer's or the Proposer's associates with any CCWSA staff, or CCWSA officials since the date this RFP was issued except: 1) through the Construction Coordinator 2) at the Pre-Bid Conference or 3) as provided by existing work agreement(s), The CCWSA reserves the right to reject the bid submitted by any Proposer violating this provision, I certify that every existing client relationship that involves CCWSA is disclosed in a letter to the Construction Coordinator and included in the Technical Proposal submission, I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal for the Respondent.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
**RFP CCWSA-2011-008 Sewer Inspection Cameras and Trailer**

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 contracting with CCWSA has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with CCWSA, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to CCWSA at the time the subcontractor(s) is retained to perform such service.

---

EEV / Basic Pilot Program User Identification Number

---

BY: Authorized Officer or Agent  
(Contractor Name)

Date

---

Title of Authorized Officer or Agent of Contractor

---

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON This The  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2011

---

Notary Public

My Commission Expires: \_\_\_\_\_

**Cherokee County Water & Sewerage Authority**  
**Section 7.0 Contract**

STATE OF GEORGIA  
CHEROKEE COUNTY

RFP CCWSA\_2011\_008 Sewer Inspection Cameras and Trailer

This contract, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between Cherokee County Water & Sewerage Authority, Georgia, P.O. Box 5000, 391 W. Main Street, Canton, GA 30114 (hereafter referred to as "CCWSA") and of (hereafter referred to as "Vendor/Proposer") to provide equipment described in this RFP for CCWSA.

Witnessed:

**Whereas**, the CCWSA desires to purchase a Sewer Inspection Camera and Trailer and hereby enters into an agreement for this equipment;

**Whereas**, the Vendor desires to provide the equipment; and

**Whereas**, CCWSA's Request for Proposals CCWSA\_2011\_008 issued on February 25, 2011 for Supply of Sewer Inspection Camera and Trailer along with addenda issued to that RFP, and the Vendor's proposal in response to that Request (All originals are on file in the CCWSA Purchasing Department, P.O. Box 5000, 391 W. Main Street, Canton, GA 30114) are incorporated into and made a part of this agreement by reference; and

**Whereas**, in exchange for good and valuable consideration, the receipt and sufficiency thereof being acknowledged, the parties hereto hereby agree to the terms hereof:

**Now, therefore, the parties mutually agree as follows:**

The Vendor shall fully, completely, and strictly perform all obligations for the supply of said equipment under the Agreement including the Request for Proposals, Addenda and the Contractor's Technical Proposal and Financial Proposal, for the following compensation:

\$ \_\_\_\_\_

**Term of Contract:** The term of this contract shall extend for the duration of the Project. Project shall conclude on or before \_\_\_\_\_ 2011

**Statutory Compliance Regarding Purchasing Contracts:** The parties intend that this agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this agreement would conflict therewith, then this agreement shall be interpreted and implemented in a manner consistent with such statute.

**Arbitration:** Any controversy or claim arising out of or relating to this AGREEMENT, or the breach thereof, may be resolved by arbitration in accord with the Georgia Arbitration Code (O.C.G.A. § 9-9-1, et seq.). The parties hereto acknowledge and agree that the terms hereof shall be construed in accord with the laws of the State of Georgia and that venue for any action shall be Cherokee County, Georgia.

**Force Majeure:** Both CCWSA and Vendor shall not be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond either's reasonable control, including without limitations: acts of God; acts or omissions of governmental authorities; strikes; lockouts or other industrial disturbances.

**Severability:** In the event any provision or any portion of any provision of this Agreement, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such remaining provisions or remaining portion of said provision to any other person or circumstances shall not be affected thereby. Said remainder shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provision of this contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this contract will not be adversely affected.

**Contract Documents:** The Agreement consists of the following contract documents, which by these references are incorporated herein:

- The signed Contract.
- The Request for Proposals and addenda CCWSA\_2011\_008 Sewer Inspection Camera and Trailer
- The Financial Proposal
- The Technical Proposal as submitted by the Contractor
- All items required on the Bidder's Checklist as submitted by the Vendor/Proposer.
  - Notice to proceed will be in the form of a signed Purchase Order from CCWSA.

The Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced.

The parties hereto have here set their hands and affixed their seals the day and year first above written.

**Owner:**

By: \_\_\_\_\_ **Cherokee County Water & Sewerage Authority**

Title: \_\_\_\_\_

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public  
Commission Expires: \_\_\_\_\_

**Vendor/Proposer**

BY : \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011

Notary Public  
Commission Expires: \_\_\_\_\_

**CERTIFICATION OF OWNER'S ATTORNEY**

I, \_\_\_\_\_, the undersigned, the duly authorized and acting legal representative of Cherokee County Water and Sewerage Authority, do hereby certify as follows:

I have examined the attached Agreement between the Owner and Vendor for the RFP/Project known as **RFP CCWSA\_2011\_008 Sewer Inspection Cameras and Trailer** and the manner of execution thereof, and I am of the opinion that the aforesaid document appears on its face to have been duly executed by the proper parties thereto acting through their duly authorized representatives; that from such document said representatives appear to have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements appear to constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_  
Attorney for CCWSA

\_\_\_\_\_  
Date