

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:
Truck and Equipment
Package – Combination
Sewer Cleaner

REQUESTING
DEPARTMENT:
Fleet Management

RFP#:
CCWSA-2013-001

RFP SUBMITTAL
DEADLINE:
February 6, 2013
10:00 AM

Optional -PRE-RFP CONFERENCE DATE, TIME AND
LOCATION: January 15, 2013 @ 10:00 AM,
391 W. Main Street, Canton Georgia 30114

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

RFP CCWSA_ 2013-001

Cherokee County Water & Sewerage Authority

Advertisement for Proposals

Truck and Equipment Package – Combination Sewer Cleaner

The Cherokee County Water & Sewerage Authority pursuant to the provisions of O.C.G.A. 36-91-21, herein seeks competitive sealed proposals from qualified vendors for a **Truck and Equipment Package – Combination Sewer Cleaner**. Proposals must be received by the Cherokee County Water & Sewerage Authority, 391 W. Main Street, Canton, Georgia, 30114 no later than 10:00 A.M. on Wednesday, February 6, 2013, 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 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, January 15, 2013. Proposal evaluation criteria and Vendor qualification requirements are contained in the RFP. Addendums, if any will be posted at ccwsa.com no later than 5:00 P.M. on Wednesday, January 23, 2013. Each proposal must be accompanied by a cashier's check or certified check on a duly organized bank made payable to Cherokee County Water and Sewerage Authority or a bidding bond executed by the bidder, and a surety company authorized to transact business in the State of Georgia, in the sum of not less than five percent (5%) of the base bid amount. Bidders 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 or obtain discounted pricing through our member organization NJPA.org 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 a **Truck and Equipment Package – Combination Sewer Cleaner** 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:

DATES	ACTIVITY
January 4, 2013	Release of RFP
January 15, 2013 10:00 AM	OPTIONAL Pre-Proposal Conference at main office of the CCWSA, 391 W. Main Street, Canton, Georgia 30114
January 17, 2013 10:00 AM	Deadline for written questions to be submitted to the Construction Coordinator.
January 23, 2013 5:00 pm	Answers to written questions posted to website: www.ccwsa.com
February 6, 2013 10:00 am	Proposals Due – Proposal will be publicly acknowledged
Week of February 24, 2013	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, 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 January 15th, 2013 @ 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 January 17, 2013 local time.

E-Mail: dan@ccwsa.com

FAX: 770-479-5493

Inquiries 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 no later than January 23, 2013 at 5:00PM. A signed copy of any addenda shall accompany submitted proposals. **Bidders are advised to check the website for addenda before submitting their Proposals.**

1.7 Bid Bond:

Each proposal must be accompanied by a cashier's check or certified check on a duly organized bank made payable to Cherokee County Water and Sewerage Authority or a bidding bond executed by the bidder, and a surety company authorized to transact business in the State of Georgia, in the sum of not less than five percent (5%) of the base bid amount. Said check or bond will be returned to the unsuccessful bidder as soon as the contract has been awarded to the successful bidder.

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)

Bidder- Whenever the term "bidder" or "Proposer" is used it shall encompass the vendor, contractor or other party having the contract with the CCWSA.

Qualified Bidder/Vendor: A qualified bidder/vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and requirements of 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 TECHNICAL SPECIFICATIONS

2.1 Overview:

The Cherokee County Water and Sewerage Authority is accepting Competitive Sealed Proposals for a **Truck and Equipment Package – Combination Sewer Cleaner** as described below.

2.2 Minimum Equipment Specifications:

Written Proposal for the Truck and Equipment Package shall include the following and or equal: (list and describe any variation from minimum specifications in your proposal)

Chassis shall be a Freightliner 114SD Conventional Cab with diesel engine and/ or equal as approved by CCWSA with the following minimum requirements:

- Automatic transmission
- Air Conditioning – Heater-defroster –climate control
- AM-FM Radio
- Dome lighting
- Entry assist handles
- Power steering
- Air Brakes
- Electric wipers with intermittent speed and washer
- Full instrumentation to include tachometer, speedometer, oil pressure, coolant temperature, voltmeter, fuel gauge and dual air pressure gauges

- Dual west coast style exterior mirrors with 4" spot mirrors mounted below west coast mirrors
- Minimum 60 gallon fuel tank
- Truck shall meet all current EPA standards
- All LED lighting shall be provided for stop, tail, turn, backup, and marker lights
- Vinyl seating
- Back up alarm
- 30 ton trailer hitch
- All additional components referred to and offered as "standard equipment of features" by the vehicle manufacturer

Equipment package shall be Vector model 2100 plus or equal as approved by CCWSA with the following minimum requirements:

- Debris body shall be 12 yard capacity
- Debris body shall have a built in flush system. The control valve shall be on the curb side of unit
- Debris body load limit alarm coupled to float indicator arm automatically activating vacuum relief to be provided
- A rear door drain with a manually operated 6" knife valve with cam lock coupler and 25' of lay flat hose having cam lock quick connects shall be provided
- Folding pipe racks, spring assisted, shall be mounted on the debris body, one on each side. Racks will have quick release retainer handles and will hold 3 pipes each
- pipe storage racks curbside, waist level will be provided with quick releases
- Vacuum tubes to include:
 - 4- 5ft.x 8" aluminum sections
 - 2- 3ft.x 8" aluminum sections
 - 1- 6'6"x8" aluminum catch basin tube
 - 8- 8" quick clamps

- Lubrication manifold system will be provided to allow ground level greasing of boom, vacuum, and debris body components
- Debris body shall carry a 5 year manufacturer's warranty
- Water tanks shall have a 1500 gallon capacity combined and will be aluminum
- 25 feet of hydrant fill hose will be provided
- A recirculation pump system shall be installed for cold weather operation
- Vacuum system shall be a positive displacement
- Interlock safety system shall prevent drive axel from engaging
- Water pump shall be rated at 100 GPM continuous flow at 2500 PSI and will provide 0-80 GPM controlled flow at variable pressure up to 2500 PSI
- A nozzle rack accommodating 4 nozzles shall be provided in one of the front storage Bins
- Handgun will be provided with adjustable flow pattern and quick connect couplers
- A spring retractable storage reel for handgun hose will be mounted on curbside, equipped with 50' of ½" hose rated at 2000 PSI. An additional 35' of ½" hose shall be supplied loose.
- Hydro-Excavation package with retractable reel will be provided. Hydro-excavation handgun and plumbing will be included. Water system shall allow precise variable flow control range of 0-22 GPM at 2500 PSI with digital flow meter in clear view of adjustment control. 50 ft. of 3/8" hose will be provided
- Hose reel shall be mounted at the front of the truck and will be direct frame mounted. Reel will be mounted on an independent frame that can be removed from bracket attached permanently to front of main truck frame members
- Reel shall have 800 ft. capacity and shall be equipped with 600 ft. of 1" Piranha sewer rated at 2500 PSI. A 15 ft. lead hose shall be attached.

- An automatic hose level wind scroll shall be supplied
- An air cylinder actuated pinch roller shall be on hose reel
- A hose footage counter will be attached to the reel
- Controls for the reel shall be located on both sides of the reel

- Wireless belly pack shall be provided for operation of front reel, jetter and vacuum boom

- 4 jetter nozzles shall be provided as follows:
 - 1-30 sand nozzle
 - 1-30 deg. sanitary nozzle
 - 1-15 deg. Penetrator nozzle
 - 1-Warthog spinner nozzle
 - 1-1" small finned nozzle pipe skid

- Tiger tail and manhole roller shall be provided for 1" hose

- LED 360 degree beacons shall be mounted as follows:
 - 2 lights,1 on the top of each mirror
 - 1 light near the center top of rear debris tank door
 All beacons shall have appropriate brush guards and operate on 1 switch located near drivers station

- A 2 piece directional LED 10 light arrow board shall be mounted on rear door of debris body. Controls for the light shall be mounted to be easily accessible from the drivers station.

- LED boom work lights shall be provided, with switch located on front reel controls

- LED work lights will be mounted on rear door of debris body, with switch located near drivers station

- A pistol grip hand light with bumper plug and 25' coiled cord shall be provided

- Emergency triangles and #5 fire extinguisher will be provided
- 7" dash monitor, 2 camera system shall be provided. Front reel color camera with 130 degree viewing angle shall be provided to assist with equipment set up. A rear back up color camera with 130 degree viewing angle shall be provided and automatically activate when the unit is placed in reverse.
- front tow hooks
- rear tow hooks
- 18"x16"x12" lockable and waterproof aluminum tool boxes mounted on the front Bumper
- 1 96" wide lockable and waterproof aluminum toolbox mounted behind cab
- 1 48"x22"x24" lockable and waterproof aluminum toolbox mounted curb-side
- 1 24"x24"x24" lockable and waterproof aluminum toolbox mounted street-side

Training -Training shall be provided for operation of the Truck and Equipment Package – fully describe your proposed training package. Training shall be performed locally at CCWSA facilities.

Warranty: Fully describe your standard warranty for the truck and equipment package including:

- Truck
- Major equipment
- Tanks
- Local warranty/repair facilities
- Any optional extended warranties may be included as an alternate (add).

Warranty and service work shall be handled without prejudice by local dealerships throughout Georgia.

Standard Color/scheme: Bidder to include rendering of the truck and equipment package along with color options. All CCWSA Logos will be supplied by CCWSA.

Specify Delivery Point: The Truck and Equipment Package shall be delivered to the specific destination as listed by the bidder. (i.e. at a specific location with a local address). Delivery cost and charges (if any) will be included in the bid price.

Delivery Time: Time will be of the essence; therefore, Proposal shall include the number of days required for delivery once a Purchase order is issued.

Documents: Truck and equipment package shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.

2.3 Summation:

Proposal request is for a turnkey fully operational truck and 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 for evaluation.

3.0 PROPOSAL CONTENT

This section identifies the information that must be submitted in the Proposal. Refer to "Bidder's Checklist".

3.1 Proposal Submission:

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

3.2 Bidders information Form:

Complete the Bidder's Information form and attach additional sheets, if necessary.

3.3 Bidders Business License:

Attach Bidder's Business License/or authority to conduct business in Georgia.

3.4 Bidders Reference Form:

Complete the Bidder's Reference form.

3.5 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.

3.6 Qualifications & Availability of Staff:

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

3.7 Bid Bond.

Provide Bid Bond Form or Bid Bond Payment.

3.8 Proposer's Affidavit of Non-Collusion:

Complete the attached Bidder's Certification of Non-Collusion.

3.9 Vendor's Affidavit and Agreement:

Complete the attached Bidder's Affidavit and Agreement. E-Verify

3.10 Business Litigation:

Disclose any involvement by the organization or any officer or principal in any material business litigation within the last seven (7) years. The disclosure will include an explanation, as well as the current status and/or disposition.

3.11 Proof of insurance:

Attach proof of Insurance as required by Section 5.0 General Terms and Conditions, Item 25.

3.12 General Terms and Conditions:

Section 5.0 – General Terms and Conditions – Redline any issues on the attached copy of General Terms and Conditions.

3.13 Addenda:

Circle corresponding addenda numbers on attached Respondent's checklist. Also attach a signed copy of all addenda. (if any)

4.0 PROPOSAL PREPERATION, SUBMISSION, EVALUATION AND AWARD

4.1 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.

4.1.2 Packaging of Proposal

Mark the outside of the proposal package as follows:

RFP CCWSA_2013_001 - Truck and Equipment Package – Combination Sewer Cleaner

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

Inside the proposal package, 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 3 (Proposal Content) and the Respondent's Checklist. 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"). The responding company's name must be clearly visible on the package.

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

4.2 Submission of Proposals

Proposals will be received by the CCWSA Construction Coordinator until 10:00 AM on February 6, 2013. Receipt of Proposals will be acknowledged immediately following the deadline. Bid amounts will not be read aloud. 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.

4.3 Evaluation Process

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

4.3.1 Administrative Review

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

1. Submitted by deadline
2. Bid Bond of 5 percent included
3. Technical Proposal and 7 copies
4. Separately sealed Financial Proposal
3. All required documents have been submitted
4. Technical Proposal does not include the Financial Proposal
5. All documents requiring an original signature have been signed and are included

4.3.2 Mandatory Requirements Review

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

4.3.3 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
Equipment Specification (section 2.0)	40
Experience of Staff/Crew	10
Litigation	5
Financial Proposal	10
TOTAL POINTS	100

5.3.4 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.

5.3.5 Oral Presentations:

The CCWSA reserves the right to invite short listed Bidders to present their Qualifications and Approach to the 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.

5.3.6 Identification of Apparent Successful Vendor

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.

5.4 Negotiations and Award with Apparent Winner

Prior to award, the apparent winning Bidder 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 Bidder provided that no such modifications

affect the evaluation criteria set forth herein. Final award will be by written purchase order based on final negotiations and review by CCWSA Legal counsel for form and content.

Rejection of Proposals/Cancellation of RFP

The Cherokee County Water & Sewerage Authority reserves the right to reject any or all proposals, waive technicalities, irregularities, or informalities in a submission or obtain discounted pricing through our member organization NJPA.org and to make an award as deemed to be in the best interest of the Cherokee County Water & Sewerage. 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.

5.0 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 sixty (60) 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 Proposal.
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 sixty (60) 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. PATENT INDEMNITY: Except as otherwise provided, the successful bidder agrees to indemnify the CCWSA, its agents and employees against liability, including cost and expenses for infringement upon any letters or patent of the United States arising out of the performance of this bid.
7. 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.
8. EXECUTION OF PURCHASE ORDER: Subsequent to identification of the winning proposal, the successful Bidder will be contacted for proposal negotiations. If terms are mutually agreed upon, the Respondent will be presented with a purchase order form and other applicable forms. If mutually agreeable terms cannot be negotiated, with the top ranked Respondent, negotiation will commence with the second place respondent.
9. 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.**
10. REJECTION OF PROPOSALS: The Cherokee County Water & Sewerage Authority reserves the right to reject any or all proposals, waive technicalities or obtain discounted pricing through our member organization NJPA.org and to make an award as deemed to be in the best interest of the Cherokee County Water & Sewerage Authority.
11. COMMODITY STATUS: **It is understood and agreed that the truck and equipment delivered shall be new, of latest design, in current production and in first quality condition; and that all bags, containers, and boxes shall be new and suitable for storage, unless otherwise stated by CCWSA.**
12. COMPONENTS, ASSEMBLIES AND ACCESSORIES: The vehicle and equipment package as supplied in response to this RFP shall have all of its components, assemblies and accessories installed and shall be delivered to the CCWSA meeting or exceeding all applicable requirements of the EPA Regulations, Federal Motor Vehicle Safety Standards,

Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture.

13. JOB DESTINATION: Proposal price to include shipping, packing, crating and unloading at address as described in specification section 2.0. 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.
14. 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.
15. WORK TO BE PERFORMED: Bidder has examined and carefully studied the request for proposals and documents relative to this RFP. Proposer is aware of the general nature of the request for proposals and is satisfied as to conditions that may affect cost, progress, performance and furnishing of the work.
16. OBJECTIONS: Objections from bidders to the request for proposals (RFP) and/or these specifications should be brought to the attention of the Construction Coordinator in the following manner:
 - During the pre-bid conference present their oral objection at that time or submit their written objection at least 2 days prior to the scheduled pre-bid conference.
 - After notice of award, any inquiry received shall be fully investigated, but will not be considered a formal objection.
17. 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.
 - 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.
 - 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.
 - **CCWSA is exempt from taxes but the contractor shall pay all taxes required of him by law. CCWSA cannot exempt others from tax.**
 - CCWSA reserves the right to deduct from payment any monies owed to CCWSA by the vendor.
18. 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.
19. 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.
20. 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.

21. 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.
22. INDEPENDENT CONTRACTORS: The Bidder 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 Bidder 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.
23. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that 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 CCWSA.
24. NON-COLLUSION: The Proposer will be required to execute a Certificate of Non-Collusion and submit it with Proposal Documents.

25. INSURANCE:

- 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.
- 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.

- 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 \$1,000,000 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 of 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 Bidder 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. .
28. **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.
29. **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.
30. **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. **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.

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.

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
Bidder's Checklist**

RFP CCWSA_2013_001 - Truck and Equipment Package – Combination Sewer Cleaner

Legal Name of Bidder: _____

This form must be completed and returned with your proposal.

Submitted:

YES NO DESCRIPTION

- Original Proposal & 7 Copies (items below)**
- Bidder's detailed equipment proposal . (Section 2.0 detailed description of equipment)
- Bidder's Information Form
- Bidder's References (form provided is optional)
- Include Business License
- Include financial information
- Include information on Qualifications & Availability of Staff
- Bid Bond or payment of no less than 5% of Base Bid**
- Complete Bidder's/Vendors Affidavit of Non-Collusion
- Complete Bidder's/Vendors Affidavit and Agreement E-Verify
- Include Business Litigation (If Any)
- Proof of Insurance (Liability and Work Comp)
- General Terms and Conditions (Section 5.0) marked with any issues marked in red
- Addenda-Circle numbers for attached addenda: #1, #2, #3, #4, #5, #6

- Original Financial Proposal Form in separate package/envelope.**

(Authorized Signature)

(Date)

**Penal Sum Form – RFP CCWSA_2013_001 - Truck and Equipment Package –
Combination Sewer Cleaner**

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name/Address of Principal Place of Business):

OWNER:

Cherokee County Water & Sewerage Authority

391 West Main Street

Canton, Georgia 30114

BID

Bid Due Date:

February 6, 2013 at 10:00 A.M., Local Time

Project/Description:

**RFP CCWSA_2013_001 - Truck and Equipment Package – Combination Sewer
Cleaner**

BOND

Bond Number: _____

Date (Not later than Bid due date): _____

Penal sum: **FIVE PERCENT OF BID**

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal
)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**Cherokee County Water & Sewerage Authority
Bidder's Information Form**

RFP CCWSA_2013_001 - Truck and Equipment Package – Combination Sewer Cleaner

Legal Name of Bidder: _____

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
Bidder's Reference Form**

RFP CCWSA_2013_001 - Truck and Equipment Package – Combination Sewer Cleaner

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_2013_001 - Truck and Equipment Package – Combination Sewer Cleaner

Legal name of Bidder: _____

This Financial Proposal is submitted in response to Request for Proposals CCWSA_2013_001 for **Truck and Equipment Package – Combination Sewer Cleaner**.

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 optional extended warranties and/or service contracts offered. Include extra recommended spare parts/parts packages if any.

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

Attach sheets if needed for Alternates

Authorized Signature _____

Printed Name _____ **Date** _____

Bidder has examined and carefully studied the request for proposals and documents relative to this RFP. Proposer is aware of the general nature of the request for proposals and is satisfied as to conditions that may affect cost, progress, performance and furnishing of the equipment.

Bidder's Affidavit of Non-Collusion

<p align="center">RFP CCWSA_2013_001 - Truck and Equipment Package – Combination Sewer Cleaner</p>

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 Bidder's or the Bidder'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 Bidder violating this provision, 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_2013_001 - Truck and Equipment Package – Combination Sewer Cleaner

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: _____

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 Bidder for the RFP/Project known as **RFP CCWSA_2011_008 Truck and Equipment Package – Combination Sewer Cleaner** 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