

CITY OF POOLER, GEORGIA

INVITATION TO BIDS
FOR
TRENCHLESS SEWER REHABILITATION

LEGAL NOTICE

The City of Pooler is seeking sealed bids for an annual contract for trenchless sewer rehabilitation. Sealed bids will be received in the Office of the City Clerk at the City of Pooler City Hall located at 100 SW US Hwy 80, Pooler, Georgia 31322 at 10:00 AM August 15th, 2024 at which time they will be publicly opened and read. A mandatory pre-bid conference will be held at the Pooler Wastewater Treatment Facility, 1091 S Rogers St, Pooler, GA 31322 at 3:00 PM on July 15th, 2024. **Only official plan holders will be allowed to attend the pre-bid conference.**

The work will consist of cleaning, removing root balls and calcium buildup, installing Cured-In-Place-Pipe (CIPP), internally reinstating service connections, and installing CIPP in the service laterals up to the property lines.

Bid documents must be purchased at Clayton Digital Reprographics (CDR) by accessing www.cdrepro.com and logging into DFS Public. For Technical Support contact Clayton Digital Reprographics at (912) 447-5445. CDR will maintain the official plan holder list.

City of Pooler reserves the right to waive any informalities, to reject any and all bids, to evaluate bids, to accept portions of any bids and to accept any bid, which in its opinion, may be in the best interest of the City of Pooler and reserves the right to add to or delete from the contract after the contract has been awarded. Bidders must be able to demonstrate a minimum of 5 years of municipal work experience similar in nature to the project.

Insurance certificates, meeting those limits as stated in the bid documents, 5% bid bond in the form of a bond submitted by a surety authorized to conduct business in the State of Georgia, or certified or cashier's check and a non-collusion affidavit must be completed and submitted with the bid.

CITY OF POOLER, GEORGIA

INVITATION TO BIDS
FOR
TRENCHLESS SEWER REHABILITATION

DATE DUE: August 15th, 2024 at 10:00 AM

The purpose of this request is to solicit sealed bids for an annual contract for trenchless sewer rehabilitation. Sealed bids will be received in the Office of the City Clerk at the City of Pooler City Hall located at 100 SW US Hwy 80, Pooler, Georgia 31322 at 10:00 AM August 15th, 2024 at which time they will be publicly opened and read. A mandatory pre-bid conference will be held at the Pooler Wastewater Treatment Facility, 1091 S Rogers St, Pooler, GA 31322 at 3:00 PM on July 15th, 2024. Only official plan holders will be allowed to attend the pre-bid conference.

Instructions for preparation and submission of a bid are contained in this Invitation to Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. The City reserves the right to reject any and all bids and to waive formalities.

Any questions pertaining to this Invitation to Bid must be made in writing and received no later than 2:00 P.M., July 24th, 2024. No responses will be given to questions received after that time. Questions may be faxed to 912.756.5882, emailed to kachtziger@eommgmt.com.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document approved changes.

SECTION I

INSTRUCTIONS TO BIDDERS

- 1) **PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a bid to The City of Pooler for services as described herein.
- 2) **DEFINITIONS:**
 - a) **BIDDER:** The person, business or other party submitting a bid to The City of Pooler.
 - b) **SUCCESSFULL BIDDER:** The person, business or other party who demonstrates the capability and suitability to fully perform the contract requirements whose bid meets the requirements set forth in the invitation to bid and aligns with the City's budget requirements.
 - c) **BID:** A "bid" or "proposal" is the offer submitted by a Bidder for the scope of work listed herein.
 - d) **CITY:** Whenever the term "City" or "Owner" is used to refer to the City of Pooler.
 - e) **CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with the City of Pooler.
- 3) **BIDS:**
 - a) Bidders must complete the Bid Form and all other required forms included in this Invitation to Bid. Forms must be signed by the business owner or authorized representative.
 - b) Bids must be typewritten or completed in blue or black ink and all erasures or corrections must be initialed and dated by the business owner or authorized representative.
 - c) Two copies of the bid must be submitted in a sealed opaque envelope marked with the bid number, title and company name.
 - d) Bids must be mailed or hand delivered to the Office of the City Clerk at the City of Pooler City Hall located at 100 SW US Hwy 80, Pooler, Georgia 31322 no later than 10:00 AM August 15th, 2024. Any responses to this Invitation to Bid received after the specified time and date will not be opened.
 - e) No bidder is allowed to submit multiple bids. Any requested alternates must be submitted in writing prior to the question deadline.
- 4) **PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held at the Pooler Wastewater Treatment Facility, 1091 S Rogers St, Pooler, GA 31322 at 3:00 PM on July 15th, 2024. Only official plan holders will be allowed to attend the pre-bid conference.

5) EXAMINATION OF BID DOCUMENTS:

- a) It is the responsibility of the bidders to fully inform themselves as to the existing site conditions, bid requirements, plans and specifications before submitting proposals.
- b) Bidder is required to familiarize themselves and satisfy all federal, state and local Laws and Regulations. Successful bidder will be required to obtain and maintain all licenses, permits, liability insurance, Worker's compensation insurance and comply with any and all other standards or regulations required by Federal, State or City statute, ordinances and rules throughout the duration of the project. Requirements specifically listed in this Invitation to Bid shall be supplementary to this section and not a substitution thereof.

6) QUESTIONS: All questions pertaining to this Invitation to Bid must be made in writing and received no later than 2:00 P.M., July 24th, 2024. Questions may be faxed to 912.756.5882 or emailed to kachtziger@eommgmt.com. No responses will be given to questions received after that time. The only official answer will be stated in writing in the form of an Addendum.

7) ACCEPTANCE OF BID:

- a) The submission of a signed bid will constitute an offer on behalf of the bidder to the City of Pooler.
- b) Bids cannot be withdrawn unless the bid and request to withdraw the bid is received by the City or authorized representative prior to the bid deadline. An amended bid will be accepted if it is received prior to the bid deadline and meets the requirements set forth in this bid package.
- c) Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening. The City of Pooler may, at its sole discretion, release any Bid and return the Bid security prior to the expiration of the acceptance period.

8) OBJECTIONS: Objections and protests to any portion of this Invitation to Bid or actions of the City staff must be filed with the City in writing. Failure to object as stated above will constitute as a waiver on the part of the protestor.

9) AWARD OF CONTRACT:

- a) The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the City, depending on available competition and timely needs of the City. The City reserves the right to award the order to the most responsible vendor submitting a bid, with a resulting negotiated agreement which is most advantageous and in the best interests of the City. The City shall be the sole judge of the bid, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Additionally, the City reserves the right to make such investigation or to request clarifications, as it deems necessary, to determine the ability of any vendor to complete the delivery of the order.
- b) The City reserves the right to reject the bid of a bidder who has previously defaulted on a City of Pooler contract.

- c) The successful bidder will be expected to execute a contract within 30 days of notice of award. Work shall not commence until the contract has been executed or a Notice to Proceed is issued by the City or its authorized representative. Work completed prior to the contract or Notice to Proceed is at the risk of the bidder

10) TERMS OF CONTRACT: The Substantial Completion date and provisions for any liquidated damages will be listed in the contract documents.

11) PAYMENTS: Payment of invoices will be made within the time frame specified in the contract resulting from this Invitation to Bid.

- a) Questions regarding payment may be directed to the City of Pooler's Finance Department at 912.748.7261.
- b) Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract documents.
- c) Upon completion of the work, the Contractor will provide the City with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City have been paid in full.
- d) The City of Pooler is a tax-exempt entity. Every contractor, vendor, business or person under contract with The City of Pooler is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to The City of Pooler by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

12) CONFIDENTIALITY OF DOCUMENTS: Upon receipt of a bid by the City the Bid shall become the property of the City without any obligation on the City's part. Bidders' name and total prices will be read aloud publicly, but the details and particulars of the bid documents will remain confidential until final award of the contract / purchase order. Documentation submitted as part of this Invitation to Bid is subject to public inspection in accordance with the Georgia Open Records Act unless otherwise provided by law. Any portion of the bid considered to be confidential, proprietary information or trade secrets should be clearly labeled. The City will maintain the confidentiality of such trade secrets to the extent provided by law.

13) CONE OF SILENCE: Lobbying of evaluation committee members, City personnel, or elected officials regarding this Invitation to Bid (ITB) or contract by any member of a bidder's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your bid to be rejected.

14) DEBARRED FIRMS AND PENDING LITIGATION: Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) will not be considered for contract award. All bidders are to read and complete the Disclosure of Responsibility Statement enclosed and include in bid submission. Bidder acknowledges that in performing contract work for the City, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm

to work on this contract or project that is later debarred, bidder shall sever its relationship with the firm with respect to City contract.

- 15) IMMIGRATION:** All bidders are required to complete the enclosed Contractor Affidavit and Georgia Security and Immigration Compliance Act Agreement. If a bidder will be utilize a subcontractor for any portion of the work listed in this Invitation to Bid, the subcontractor(s) must complete the enclosed Subcontractor Affidavit.
- 16) EQUAL OPPORTUNITY:** The City prohibits discrimination against any employment of any person or award of any contract because of race, color, gender, religion, national origin, place of birth, marital status, or disability. The bidder agrees that no employee, person seeking employment or business will be excluded on the basis of race, color, gender, religion, national origin, place of birth, marital status, or disability.
- 17) ASSIGNMENT:** The successful bidder shall not assign or transfer any interest of the contract without written consent of the City.
- 18) BOND REQUIREMENTS:**
 - a)** Bidder must provide a Bid Bond, Certified Check, or Money Order in an amount equal to 5% of the base bid, made payable to the City of Pooler, in order to guarantee that the successful bidder will enter into the contract for the project in compliance with the Bidding Documents.
 - b)** Contractor must provide a Payment/Performance Bond, Certified Check, or Money Order made payable to the City of Pooler in the amount of 100% of the Bid price due prior to contract execution as a guarantee that goods meet the specifications and will be delivered in accordance with the contract document. Bonds will guarantee quality performance of services and timely payment of invoices due to any sub-contractors.
 - c)** All bonds must be furnished on the forms attached and provided by a surety authorized to do business in the State of Georgia and with an A.M. Best Policyholders Rating of "A-" or better.
 - d)** Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
 - i)** The difference between his/her Bid and the next lowest, responsible Bid that has not expired or been withdrawn, or;
 - ii)** The difference between his/her Bid and the lowest, responsible Bid received as a result of re-Bidding, including all costs related to re-Bidding.
- 19) LIABILITY PROVISIONS:** Where bidders are required to enter or go into The City of Pooler property to take measurements or gather other information in order to prepare the bid as requested by the City, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the Offer and shall indemnify and hold harmless The City of Pooler from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with The City of Pooler.
- 20) INSURANCE PROVISIONS:** The Contractor is required to procure and maintain insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors for the duration of the contract. Proof of insurance must be provided prior to beginning any work. Failure to maintain all insurance requirements listed below will result in termination of the contract. The cost of such insurance shall be included in the bid. The City of Pooler invokes the defense of sovereign immunity. The City is not to be included as an additional insured on insurance contracts.

- a) All insurance providers shall be authorized by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and shall have an A.M Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger.
- b) The Certificate of Insurance must contain Name and address of the Insured (matching the name listed on the Contract), summary of all current insurance for the insured and effective dates of coverage, project name and Certificate Holder (City of Pooler).
- c) Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City.
- d) Limits of Insurance:

Worker's Compensation Insurance	Minimum Coverage Limit
	Coverage to meet Georgia statutory requirements
Employer's Liability Insurance	Minimum Coverage Limit
Bodily Injury by Accident	\$1,000,000 per Accident
Bodily Injury by Disease	\$1,000,000 per Employee \$1,000,000 Aggregate
Commercial General Liability Coverage	Minimum Coverage Limit
Premises and Operations	\$ 1,000,000.00 per Occurrence and \$2,000,000 General Aggregate
Products and Completed Operations	\$1,000,000.00 per Occurrence and \$2,000,000 General Aggregate
Personal and Advertising Injury	\$ 1,000,000.00 per Occurrence
Commercial Automobile Liability Coverage	Minimum Coverage Limit
	\$ 1,000,000.00 combined single limits covering all owned, non-owned, leased or borrowed vehicles used by Contractor in connection with the Work
Commercial Umbrella Liability	Minimum Coverage Limit
	\$ 5,000,000 Per Occurrence and General Aggregate
Builder's Risk	Minimum Coverage Limit
	Coverage in an amount equal to Contract Sum

21) **INDEMNIFICATION:** The bidder agrees to protect, defend, indemnify, and hold harmless The City of Pooler, its council, officers, agents, and employees from and

against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Bidder or its sub bidders. The bidder's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Bidder further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless The City of Pooler, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Bidder or his subcontractors or anyone directly or indirectly employed by any of them. The bidder's obligation to indemnify The City of Pooler under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the bidder.

- 22) QUALITY:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 23) GUARANTEE:** Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of one (1) year. If, within the guarantee period, any defects occur which are due to faulty materials and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City and warrant these repairs for an additional one (1) year period. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as being least detrimental to the operation of City business.

SECTION II

SPECIFICATIONS

Contractor must have a minimum of five (5) years of cumulative experience installing CIPP in pipe of similar size, length and configuration as contained in this invitation to bid. All work shall be in accordance with the National Association of Sewer and Storm Service Companies (NASSCO) Performance Specification Guidelines. The closed-circuit televising (CCTV) inspection shall be performed by a qualified individual with a minimum of two (2) years experience in locating and assessing pipe deficiencies, infiltration sources, quantities and service connections. Previous CCTV records will be available for review however it is the contractor's responsibility to perform their own CCTV inspection in accordance with NASSCO Pipeline Assessment and Certification (PACP) guidelines. All pre and post-rehabilitation logs and closed-circuit televised recording shall be submitted with payment requests. Inspection reports and videos must utilize current asset feature ID numbers for manholes and line segments.

CIPP products must be designed for a life of 50 years or greater and must meet the chemical resistance requirements as referenced in the ASTM F1216, ASTM F1743, ASTM D5813 (section 6.4.1) or ASTM F2018. The tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass, felt/carbon fiber, carbon fiber or fiberglass meeting the material requirements of ASTM F1216, ASTM D5813, ASTM F1743 or ASTM F2019, as applicable. Tubing shall be properly sized to the diameter of the existing pipe and length and be able to tolerate circumferential changes to fit irregular pipe sections and negotiate bends. The Contractor is responsible for verifying the lengths in the field prior to ordering and prior to impregnation of the tube with resin. The seams in the tube shall meet the requirements of section 7.1 of ASTM F1743 as applicable. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy resin and hardener system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or ASTM F2019. The resin to tube ratio shall be furnished as recommended by the CIPP tube manufacturer.

Prior to beginning work the contractor shall furnish submittals on CIPP materials including tube, flexible membrane, and resin that will be utilized for the complete installation. Submittals must include all product certifications, Safety Data Sheets (SDS), safety plan, and project schedule.

Shipping, storing and handling of materials must be done in a manner to prevent damage including but not limited to gouging, abrasion, flattening, cutting, puncturing or ultra-violet degradation. Damaged material must be removed, disposed of and replaced at the Contractor's expense.

The contractor shall provide sufficient number of warning lights, signs, and barricades and shall place them at such locations as required to maintain reasonable safety to pedestrians and vehicular traffic. If it becomes necessary to divert traffic, all detours, signage and/or street closings shall be in accordance with the Uniform Manual of Traffic Control Devices and must be submitted to Owner or Owner's representative for review and approval prior to work being performed.

All debris must be removed from the inside of the pipe to avoid interference with installation. If applicable, the contractor shall plug or install a bypass system to properly clean the lines. The contractor shall take all necessary precautions to avoid damage of the

existing pipe during cleaning and will repair any damage caused by the cleaning equipment.

Contractor shall bypass sections of pipe, if applicable, to provide flow of existing main and service connection. If required, service connections may be plugged but only after providing proper notification to the residences and/or businesses affected and plugs may not remain overnight. Any service interruptions must be coordinated with Owner or Owner's representative at least 7 days in advance.

Contractor must perform work in accordance with all Federal, State and local regulations. Contractor must also carry out all work in strict accordance with all applicable OSHA standards. All incidents or near misses must be reported to Owner or Owner representative within 24 hours of the incident.

Prior to final payment all material testing must be performed by a registered, independent, third-party. Restrained samples can be used for pipes with 18-inch diameter or less and plate samples will be used for pipes with larger than 18-inch diameter. All sample testing shall be in accordance with ASTM D790, previously mentioned ASTM standards and NASSCO guidelines.

Monthly payment shall be based on quantity of work performed using the unit prices set forth in the bid proposal less retainage in the amount of ten (10) percent. Measurement for televised inspections and pipe cleaning shall be based on linear foot measured from the center to center of manholes of the televised segment and pipe diameter. For end of line segments the measurement shall be measured from center of manhole to end of pipe segment. Measurement for CIPP shall be measured from the upstream manhole inside wall to the downstream manhole inside wall. Per linear foot unit cost for CCTV cleaning, inspections and CIPP installation shall include submittals, sample testing, as-builts, traffic control, and bypassing. Mobilization and demobilization shall be included in the mobilization bid item as one lump sum. Service reinstatements, protruding taps and point repairs shall be measured per each. Root ball removal will be measured

The contractor is required to obtain a hydrant meter permit from the City of Pooler and install an approved backflow preventer. The City's septic station is currently offline and may not be available for dumping during the project. A bid item has been provided for pipe debris disposal and should include disposal fees and cost of transportation.

SECTION III**BID FORM**

ITEM	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE
1	CCTV Mobilization	3	EA		
2	Cleaning & CCTV 8" Lines	6,840	LF		
3	Cleaning & CCTV 10" Lines	0	LF		
4	Cleaning & CCTV 12" Lines	12,000	LF		
5	Cleaning & CCTV 15" Lines	0	LF		
6	Cleaning & CCTV 18" Lines	0	LF		
7	Cleaning & CCTV 24" Lines	0	LF		
8	Heavy Root Cleaning ≤ 12" Pipe	1000	LF		
9	Heavy Root Cleaning > 12" Pipe	0	LF		
10	Heavy Pipe Cleaning ≤ 12" Pipe	0	LF		
11	Heavy Pipe Cleaning > 12" Pipe	0	LF		
12	Pipe Debris Disposal	10,000	GAL		
13	Protruding Tap Removal ≤ 12" Pipe	20	EA		
14	Protruding Tap Removal > 12" Pipe	0	EA		
15	Point Repairs – 8"	0	EA		
16	Point Repairs – 10"	0	EA		
17	Point Repairs – 12"	0	EA		
18	Point Repairs – 15"	0	EA		
19	Point Repairs – 18"	0	EA		
20	Point Repairs – 24"	0	EA		
21	CIPP Mobilization	3	EA		
22	CIPP Sewer and Storm Main – 8" x 6.0 mm	6,840	LF		

23	CIPP Sewer and Storm Main – 10" x 7.5 mm	0	LF		
24	CIPP Sewer and Storm Main – 12" x 9.0 mm	12,000	LF		
25	CIPP Sewer and Storm Main – 15" x 11.0 mm	0	LF		
26	CIPP Sewer and Storm Main – 18" x 13.0 mm	0	LF		
27	CIPP Sewer and Storm Main – 24" x 15.0 mm	0	LF		
28	Service Lateral Reinstatement	600	EA		
29	CIPP Service Lateral – 4" to 6" Pipe ≤ 15 LF	6,000	LF		
30	CIPP Service Lateral – 4" to 6" Pipe > 15 LF	0	LF		
31	Clean Out Installation – 4"	0	EA		
32	Post-CCTV Inspection ≤ 12" Pipe	18,840	LF		
33	Post-CCTV Inspection > 12" Pipe	0	LF		
34	Payment and Performance Bond	1	EA		

ACKNOWLEDGE RECEIPT OF ADDENDUM(S) _____

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions and requirements of specifications and, if awarded, the bid will become part of the contract agreement between the parties.

COMPANY NAME

ADDRESS

CITY **STATE** **ZIP**

TELEPHONE **FAX NUMBER**

EMAIL

AUTHORIZED AGENT NAME

TITLE

SIGNATURE

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this bid, the bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the bid.

Below are the only differences between my offer and the City's bid:

Signature

Date

ATTACHMENT A

DRUG – FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE ****DRUG-FREE WORKPLACE****, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (CONTRACTOR)
certifies to The City of Pooler that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **TRENCHLESS SEWER REHABILITATION** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT B

DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/Bid being disqualified from further competition as non-responsive.

1) Have you ever failed to complete any work awarded to you?

NO____ YES____

2) Are you at present in any lawsuits involving construction work of any type?

NO____ YES____

3) Are there any convictions or civil judgments under states or federal antitrust statutes?

NO____ YES____

4) Have you had any violations of contract provisions such as failing to perform or unsatisfactory performance in accordance with all specifications of a contract?

NO____ YES____

5) Are there an prior suspensions or debarments by any governmental agency?

NO____ YES____

6) Have you had any documented violations of federal, state and/or local laws, regulations, or standards?

NO____ YES____

7) Has any person, subsidiary, or affiliate of the company been indicted or convicted of embezzlement, theft, fraudulent schemes, or any other offenses indicating a lack of business integrity?

NO____ YES____

If you answered YES to any of the above questions provide additional details below.

I, _____, as _____
Name of Individual Title & Authority

Of _____, declare under oath that
Company Name

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____ 20 ____ by

_____ representing him/herself to be

_____ of the company named herein.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT C

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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 (name of public employer), 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 the (name of the public employer) 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 _____, 20____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. [13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. [13-10-91](#).

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 20__

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. [13-10-91](#), the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT D

SAVE AFFIDAVIT

STATE OF GEORGIA

_____ COUNTY

By executing this affidavit under oath, as an applicant for INVITATION TO BID as referenced in O.C.G.A. § 50-36-1 from the City of Pooler, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A §50-36-1 (f) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state)

Signature of Applicant:

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 20__

Notary Public

My Commission Expires:

ATTACHMENT E

AFFADAVIT REGARDING LOBBYING

Each bidder and all proposed team members and subcontractors must sign this affidavit and the bidder shall submit the affidavits with their bid confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT G

INSERT PERFORMANCE BOND