

THE CITY OF MARIETTA

REQUEST FOR BIDS

**ON CALL AERIAL APPLICATION OF MOSQUITO
ADULTICIDE FOR THE CITY OF MARIETTA**

RFB-16-038856



**CITY OF MARIETTA
FINANCE DEPARTMENT
PURCHASING DIVISION
205 Lawrence Street
Marietta, GA 30060
770-794-5548**

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**INSTRUCTIONS TO BIDDER
FOR INVITATION TO BID**

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 2:00 P.M., Wednesday, May 25, 2016 for the following:

**ON CALL AERIAL APPLICATION OF MOSQUITO ADULTICIDE FOR THE CITY OF
MARIETTA
RFB-16-038856**

All bid requirements shall be in accordance with Specifications, attached hereto as Exhibit "D" (Pages 11-12).

All pricing relative to this bid document shall be completed on the Bid Pricing Form, Exhibit "E" (Page 13) and attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

This bid shall be opened at 2:00 P.M., Wednesday, May 25, 2016 at the City of Marietta, Purchasing Division, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 3 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It shall be the sole responsibility of the bidder to have their proposal delivered to the City of Marietta Purchasing Division for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. The proposal opening time shall be strictly observed. Under no circumstance shall proposal delivered after the specified time be considered. Such bids will be returned unopened.

ARTICLE 4 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made through Beth Keller, (770) 794-5548, the City of Marietta, Purchasing Division. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance

Commented [N1]:

of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same. However, it shall be the responsibility of each bidder to contact the City of Marietta, Purchasing Division at 770-794-5548 72 hours prior to bid due date to determine if any addenda were issued and to make sure such addenda is a part of their proposal. EACH BIDDER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY ADDENDA RECEIVED AND ATTACHING WITH BID.

Commented [N2]: Remember to advise addenda must be signed and included

ARTICLE 5 USE, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a bidder whose bid is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a bid has been accepted or that no award of said bid shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the bidder is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of bidding. Interpretations in response to inquiries for any bidder, clarifications or corrections issued in the form of addenda shall be mailed to each bidder. If the bidder fails to request clarification regarding methods of performing work or the material required, his bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 6 BUSINESS LICENSE /OCCUPATIONAL LICENSE

The bidder shall provide appropriate proof of an Occupational Tax license

ARTICLE 7 SEALED & MARKED

THREE SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:

REQUEST FOR BID
NO.RFB-16-038856

On Call Aerial Application of Mosquito Adulticide for the City of Marietta

And addressed to:

City of Marietta
Purchasing Division
205 Lawrence Street
Marietta, Georgia 30060
Attention: Beth Keller

ARTICLE 8 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, and partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 9 BID EXPENSES

All expenses for making bids to the City are to be borne by the bidder.

ARTICLE 10 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.; misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 11 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the bid of the lowest, experienced and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements (by proven experience), and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 12 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 13 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 14 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 14.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 14.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- 14.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 14.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and
- 14.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 15 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 16 NOTICE OF ACCEPTANCE

The contract shall be deemed as having been awarded when the formal notice of acceptance/contract is issued to the Contractor(s). After award and acceptance the successful Contractor(s) may be posted at the Marietta Purchasing website.

ARTICLE 17 BID FORMS, VARIANCES, ALTERNATES

Bids shall be submitted on attached City forms. **BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled "**EXHIBIT C**" Providing there have been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 18 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

ARTICLE 19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 20 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 21 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 22 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the bid.

ARTICLE 23 AUTHORIZED PRODUCTION REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

ARTICLE. 24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 25 BID GUARANTEE - Not applicable for this bid.

ARTICLE 26 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit A) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

ARTICLE 27 WORK AUTHORIZATION PROGRAM

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit B) it is required that these forms be signed and returned to this office with the proposal.

ARTICLE 28 INSURANCE, INDEMNIFICATION, AND LIABILITY

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured there under:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Workmen's Compensation Insurance Statutory

II. Comprehensive General Liability insurance including:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per person
	\$1,000,000 annual aggregate

III. Automobile Liability insurance including:

\$1,000,000 combined single limit

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

EXHIBIT A

Drug Free Work Place Certification

Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) **Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) **Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) **Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in subsection (1).**
- 4) **In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) **Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.**
- 6) **Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

**EXHIBIT C
ALTERATIONS /EXCEPTIONS**

SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT D

SPECIFICATIONS

ON CALL AERIAL APPLICATION OF MOSQUITO ADULTICIDE FOR THE CITY OF MARIETTA

Application Location: The area proposed for aerial application of an adulticide material is the Marietta city limits. The city limits includes an area that covers approximately 25 square miles. Application may include the entire City limits or specific target zones. The total street length within the city limits is approximately 215 miles of local roads and approximately 74 miles of state routes.

Project Scope: The project consists of aerial application of appropriate insecticides to kill adult mosquitoes throughout the City of Marietta. A licensed commercial pest control contractor with a valid commercial applicators license and current certification under Category 31 of the Public Health Rules of Georgia shall apply insecticides. Insecticides shall be applied as an Ultra-Low-Volume (ULV) spray dispersed by truck mounted equipment traveling the existing roadway network to maximize the area within the city limits that is treated. Insecticides used must be registered with the US EPA for use in public spaces and recreation areas. (The latest insecticide used by the City for city wide spraying is Permethrin). The distribution route must be developed considering prevailing wind direction to optimize control benefits by allowing the insecticide to drift through the mosquito habitat.

Mosquito application services are on-call and are to be performed upon notice by the City within 3 calendar days' for zones up to 1 square mile and within 7 calendar days' notice for zones larger than 1 square mile up to the full City limits. It is anticipated that services will only be requested during mosquito season, which is estimated to be April through September.

Insecticides proposed for dispersal shall be labeled for mosquito control and shall be dispersed in strict accordance with the label directions and manufacturer's recommendations. Insecticides proposed for dispersal shall pose minimum risks to human health and environment when used in accordance with label directions and manufacturer's recommendations. In addition, insecticide application shall conform to all applicable local, state, and federal requirements.

Payment: The City of Marietta will pay for the mosquito control applications on a per mile traveled during active insecticide dispersal, which includes all material, equipment, and labor expenses. Travel to and from the City of Marietta will not be reimbursed. Distance traveled on "no outlet" roadways will be paid for in one direction only.

Contractor's Responsibilities:

1. Contractor shall furnish all material, equipment, and labor necessary to perform the work specified herein.
2. Contractor shall submit to the Public Works Director or his designee a report indicating the quantity of insecticide dispersed, daily mileage of active dispersal, daily street list or route designation of active dispersal, and any other information required by the Public Works Director to document mosquito control applications ordered by the City.
3. Work shall be done by the Contractor in a professional manner in accordance with the means and methods prescribed in applicable federal, state, and local regulations.
4. Contractor shall operate and maintain vehicles and equipment in a professional manner at all times.
5. Contractor shall be responsible for the security and operation of his equipment at all times.
6. Contractor shall comply with OSHA regulations including, but not limited to, sampling, monitoring, and containment of personnel, material and equipment.
7. Contractor shall ensure specific sections of streets on a list maintained by Public Works are not sprayed. (I.e. in the vicinity of hospitals)

Submittal Requirements:

1. The contractor shall submit the product name of the insecticide proposed to be utilized with a copy of the Material Safety Data Sheet for the product and a copy of the manufacturer's label directions for handling and use of the product.
2. The contractor shall submit the application rate for the proposed insecticide with a city street map indicating the truck speed and proposed route for the insecticide dispersal.
3. The contractor shall submit a schedule with days and times listed for insecticide dispersal. It is expected that insecticides will be dispersed during evening hours. In the event equipment operates at an unacceptable noise level, the dispersal operations must cease no later than 10:00 p.m. eastern standard time.
4. The contractor shall submit a copy of required licenses and certifications to perform the work.

EXHIBIT E

**CITY OF MARIETTA/BOARD OF LIGHTS AND WATER
BID FORM FOR
ON CALL AERIAL APPLICATION OF MOSQUITO ADULTICIDE FOR THE CITY OF MARIETTA
BID - RFB-16-038856**

ITEM NO.	QUANTITY	UNIT MEASURE	DESCRIPTION	EACH PRICE
1.	1	<u>LOT PER MILE</u>	LIST YOUR TOTAL PRICE For All Necessary and required labor, materials, supplies, equipment and transportation required for this project.	\$ _____
Product to be used _____				

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Bid submitted by:
Name: _____
Address: _____
City, State, Zip: _____
Authorized Signature: _____
Print Name: _____
Telephone: _____
Fax: _____
e-mail: _____
Date: _____