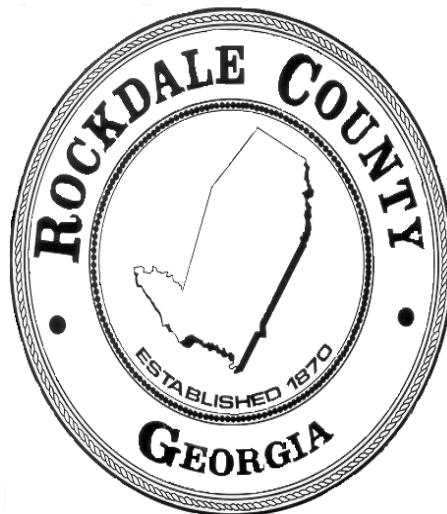


ROCKDALE COUNTY, GEORGIA

February 25, 2015

EMERGENCY WATER AND SEWER MAINS REPAIRS ON AN AS NEEDED BASIS

**INVITATION TO BID
#15-08**



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 MILSTEAD AVENUE
CONYERS, GA 30012
770-278-7552**

INTRODUCTION:

This is an Invitation to Bid is for **ITB# 15-08: Emergency Water and Sewer Mains - Repairs on an As Needed Basis** for Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the Procurement Officer at the following address:

Rockdale County Finance Department
Attn: Tina Malone, CPPO, CPPB
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7552, Fax (770) 278-8910
E-mail: tina.malone@rockdalecounty.org

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

BID COPIES FOR EVALUATION:

Four (4) hard copies and one (1) original hard copy and one (1) CD's in Adobe PDF format will be required for review purposes. *(With the original clearly marked "Original" and the Copies clearly marked "Copies.")*. CD's that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your disk(s) to ensure that they have the appropriate material on it before submitting.

CONTRACT TERM:

12 Months with option to renew two (2) additional 12-month periods, renewable each year under the same prices, terms and conditions, provided option is exercised.

Unless otherwise noted, quoted prices will remain firm for the two (2) additional 12-month periods when and if renewed each term. Rockdale County reserves the right to negotiate pricing / discounts for renewal consideration prior to approving any given renewal option.

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, March 19, 2015**. Bids received after this time will not be accepted.

QUESTIONS AND CLARIFICATIONS:

You should submit your questions and/or requests for clarifications about this Bid Request no later than **5:00 P.M., local time, Thursday, March 6, 2015.** Written responses from the County to the questions it receives will be issued in an addendum. Any questions and/or misunderstandings that may arise from this RFP must be submitted in writing and forwarded to the Purchasing Department at the above address or by email. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time.

Answers to questions submitted that materially change the conditions and specifications of this Bid Request will be addressed in an addendum. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP/ bid will be issued as an addendum. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

Bidders should check with the Procurement Office frequently during the bidding process to verify that they have received all issued addenda. Bidders have the responsibility of making sure that they have received all issued addendums. Addenda are posted on the website at www.rockdalecounty.org, Bid Announcements, Current Bids.

QUALIFICATIONS OF OFFERORS:

Bidders must have a current business license from their home office jurisdiction and provide a copy of that license with the submittal of their bid response. Rockdale County vendors doing business in Rockdale County must have a current Rockdale County Business License.

Bids from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Bidders are to submit at least (3) three references from projects with similar experience using the materials and process in this Invitation to Bid.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

TORT IMMUNITY:

No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

PROPRIETARY INFORMATION:

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

AWARD OF CONTRACT:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee. Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

QUANTITIES:

The quantities listed in the Bidders Response Schedule are provided as an estimate for bid purposes. The County will not be obligated to quantities beyond actual needs.

SELECTION PROCESS:

The Rockdale County Procurement Office and/or Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose bid represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all bids if such action is in the county's interest.

Rockdale County may evaluate bids and award a contract without discussions with offerors. Therefore, the offeror's initial bid should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

INSURANCE:

The Company shall maintain in full force and effect the following insurance during the term of the Agreement.

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Excess Umbrella Liability	\$3,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

BONDS:

If awarded a contract pursuant to this ITB, the Contractor will be required to have any / all Bonds required, if any, and maintain them as specified in the ITB. If bid price is \$100,000 or greater, a 5% bid bond and a Payment and Performance Bond will be required.

A Payment (and/or) Performance Bond in the amount of 100% of the contract will be required after the award is made and before notice to proceed is given.

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at www.rockdalecounty.org, Under Finance/Purchasing.

The Local Vendor Preference Policy: **will** / will not - apply to this ITB.

GENERAL INFORMATION:**RECEIPT OF BID:**

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BID:

A bidder may withdraw his bid before the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF BID:

Rockdale County may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. Rockdale County shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:

By submitting a bid, the bidder represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

GOVERNING LAWS:

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

ERRORS AND OMISSIONS:

The vendor shall not take advantage of any errors or omissions in this Bid Request, and shall promptly notify Rockdale County of any omissions or errors found in this document.

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following ITB# **15-08** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Telegraphic or Facsimile bids will not be accepted.
10. 1No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

Federal I.D. #58-6000882
Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidders shall state delivery time after receiving order.
14. Bidders shall identify any subcontractors, and include an explanation of the service or product that they may provide.

BID SPECIFICATIONS:

The specifications are as follows and on the attached pages:

General:

Purchase Price shall include delivery, F.O.B. Rockdale County, Conyers, GA 30012.

Include any brochures and specifications that pertain to the equipment that you are proposing.

List any options and the cost for the options separately.

Warranty information must be provided with the submittal of bid.

All manuals associated with the equipment must be delivered with the equipment at no additional charge to Rockdale County. Manuals included but not limited to: Electrical, Pump, Wiring, Mechanical, Operational, Parts, Service, etc.

SCOPE OF WORK

The intent of this Contract is to provide a means for the County to respond to sudden or unforeseen failures or malfunctions of existing water mains, their appurtenances; gravity sewers, their appurtenances; and all force mains. Such emergencies include water main breaks and leaks, interruptions of water distribution or transmission services, any work associated with sewer line failures, any work associated with force mains, failures that could result in danger to life, health, or property, or other imminent threats to the public health, safety, or well-being through sabotage, failure or malfunction of the existing water and /or sewer supply system. This will include approximately 8" – 42" size ductile iron pipe (DIP), PVC or concrete pipe.

CONTRACTOR'S RESPONSIBILITY

Successful contractor shall provide labor, equipment, and materials as needed to assist the County with the scope of work as determined by the County. The Contractor shall conduct repair operations using his own labor and equipment to the greatest extent. It will be the County's sole decision as to the extent of the repair and the total scope of each project. During the contract agreement period, the Contractor shall maintain sufficient local presence and personnel, equipment, general construction-related supplies and materials to provide an effective, immediate response on a 24 hours per day, seven (7) days per week basis to any such emergency that may arise. The Contractor will be required to respond to an emergency as declared by the County with Supervisory personnel on-site within 2 hours of notification and to have sufficient equipment and personnel to commence emergency repair operations within 4 hours of notification, **unless otherwise directed by the County.**

The Contractor shall provide the County with the names and emergency contact information for at least three (3) employees who are available to respond to emergencies and who have the authorization to commit the Contractor's labor, equipment, and material to the execution of the necessary repair work.

MATERIALS

The County maintains a stock of the repair parts most often needed in water and sewer main repairs. Accordingly, the Contractor will not be required to purchase or maintain a local inventory of repair parts. However, the Contractor may be required to pick up repair parts from the County's storage facilities and transport the parts to the site of the emergency. If specialty repair parts are needed, the Contractor may be authorized by the County to locate, purchase, and arrange for the expedited transportation of the parts to the job site. The Contractor will be compensated for the cost of parts in accordance to the Bid Pricing Schedule.

QUALITY CONTROL

Due to their unforeseen and immediate nature, emergency repairs will be carried out under the direction of an authorized County representative. The County's representative will serve as the County's principal point of contact throughout the duration of the work.

The County representative will coordinate and approve the Contractor's execution of the work, including authorization of labor, materials, equipment, and specialty vendors and subcontractors used in the work.

Rockdale County does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Lack of inspection and/or testing by the County will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the provision of this Contract.

Rockdale County will have a responsible person on-site at all times during any specific repair. Rockdale County will be responsible for operating all County owned equipment (fixed or mobile) to include but not limited to: valve operation, shutting off of any pump station, operation of drain valves, and fire hydrants or air relief valves.

QUANTITIES

Quantities shall be determined by the number of emergencies, and are in no way a guarantee of work associated with this price agreement. The price agreement, will be for on "demand" type services to provide for the requirements of Rockdale County on an as needed basis as it is impossible to determine the exact quantities of items and the number of work assignments to be issued.

PAYMENT

All labor, materials, equipment and subcontract work will be paid as bid. There will be no percentage markup other than that stated in the Bid Pricing Schedule, and only for work applicable to the services as defined in the bid documents.

Labor: Charges for labor (as bid in Items 1-6) shall include classifications through foremen when engaged in the actual and direct performance of the work. Payment shall not be made for such overhead personnel as assistant superintendents, office personnel, timekeepers, and maintenance mechanics. Items will be paid as bid with no additional overhead.

All **labor** shall be billed at the hourly rates specified in items 1-6 as stated on the Bid Pricing Schedule. Regular rates will apply during normal business hours (defined as M-F, 7 a.m.-6 p.m.). Overtime rates will apply during non-normal business hours (defined as M-F, 6 p.m.- midnight) and Saturdays (7 a.m.- 6 p.m.). Premium rates will apply during nights (defined as M-Sat., midnight - 7 a.m.), all hours on Sundays and all County recognized holidays.

The unit price wages as indicated on the Bid Pricing Schedule shall include the actual costs paid to or in behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of working after hours, on holidays, or on Saturdays and Sundays, shall be included in overtime and premium wage rates.

Equipment: For equipment mobilized for work performed, the Contractor will be paid the equipment use rates described below as well as for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment. Payment, however, will not be made for equipment the Contractor leaves idle at the work site after it is no longer being used or is no longer reasonably needed in the repair work.

The Contractor will be paid for the use of owned equipment based on an hourly rate, not exceeding the charges for such equipment set forth in the Blue Book Rental Rates for Construction Equipment (as published by Equipment Guidebook Company of Palo Alto, California). For bid purposes, this can be bid on a + or – (plus or minus) percentage of the actual Blue Book Rental Rate. All equipment must be in good operating condition. The hourly rates paid for owned equipment, shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance.

If the nature of the repair or conditions encountered at the work site necessitates the use of rental equipment, the Contractor will be paid the actual cost of rented equipment, provided that the rental rate is comparable to the prevailing rental rates charged by rental companies in the Rockdale County area for like equipment. For bid purposes, this can be bid on a + or – (plus or minus) percentage of the actual Rental Rate.

Sub-contracted Work and Vendor Services: The Contractor shall conduct repair operations using his own labor, equipment, and materials to the greatest extent practical. Due to the unforeseen, immediate, and variable nature of emergencies, the need may arise for minor, but critical, services or items of work or which the Contractor is not licensed, skilled, or equipped.

In such circumstances, the Contractor may be authorized by the County's representative to use the services of specialty subcontractors and third party vendors. If the Contractor must subcontract construction-related specialty work or use the services of a third party vendor in order to complete a repair, the Contractor shall provide the County's authorized representative the subcontractor's proposed cost of the work to be provided and obtain authorization from the County's representative to proceed with the work. The Contractor will be paid based on invoices from the subcontractor or service provider plus percentage of cost mark up in accordance to the Bid Pricing Schedule. Work and services paid under this Section may include, but not be limited to, rental or installation of barricades, signs, safety fencing to establish a safe work zone and safeguard public safety; landfill fees for disposal of trash, broken pipe, and unsuitable backfill; concrete coring; metal fabrication; valve insertions under flow conditions; and replacement of topsoil, erosion control materials, sod, landscaping materials, or other surface improvements necessary to stabilize and restore the area disturbed during the work.

Compensation: The compensation as set forth in bid documents shall be received by Contractor as payment in full for work done. At the end of each repair, the Contractor and County's representative shall compare records of work performed, including classification of all Contractor's employees assigned to the work, materials used in the work, and equipment used.

No payment will be made for work performed on a repair until the Contractor furnishes the County itemized statements for the following items:

1. Labor: Name, classification, date, daily hours, total hours, and extension of each laborer, and foreman in accordance with bid schedule unit pricing.
2. Equipment: Size, type, identification number, dates, daily hours, total hours, extension of each unit of machinery and equipment, and/or rental rate.
3. Materials: Quantities of supplies and materials, including transportation cost and extensions in accordance with bid schedule unit pricing.
4. Invoices for all work subcontracted and/or rental equipment.
5. Payments for items applicable shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost in accordance with bid pricing schedule.

Individual Projects authorized to utilize services resulting from this price agreement should not exceed total cost of \$100,000.00 (One Hundred Thousand Dollars), unless otherwise approved as deemed in the County's best interest.

6. **The cancellation** provision should provide 30 days notice of cancellation.
7. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Rockdale County as to form and content has been filed with Rockdale County. **The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
8. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the county.
9. All Risk Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be for full replacement cost. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.

BID FORM – ITB# 15-08

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Bid Form

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT WILL RESULT IN REJECTION OF BID. WORK SHALL BE DONE AT VARIOUS LOCATIONS THROUGHOUT ROCKDALE COUNTY.

Item No.	Description	Approx. Qty.	Hourly Rate
1	Foreman – Regular Man Hours	1	\$
2	Foreman – Overtime Man Hours	1	\$
3	Foreman – Premium Overtime Man Hours	1	\$
4	Equipment Operator – Regular Man Hours	1	\$
5	Equipment Operator – Overtime Man Hours	1	\$
6	Equipment Operator – Premium Overtime Man Hours	1	\$
7	Laborer – Regular Man Hours	1	\$
8	Laborer – Overtime Man Hours	1	\$
9	Laborer – Premium Man Hours	1	\$
10	Pipe Layers – Regular Man Hours	1	\$
11	Pipe Layers – Overtime Man Hours	1	\$
12	Pipe Layers – Premium Overtime Man Hours	1	\$
13	Plumber – Regular Man Hours	1	\$
14	Plumber – Overtime Man Hours	1	\$
15	Plumber – Premium Overtime Man Hours	1	\$
16	Welder – Regular Man Hours	1	\$
17	Welder – Overtime Man Hours	1	\$
18	Welder – Premium Man Hours	1	\$

BID FORM – ITB# 15-08 - Continued

Instructions: Complete all THREE parts of this bid form.

Item No.	Description	Approx. Qty.	Hourly Rate
19	Materials – Indicate a Percentage Rate % Above Actual Cost	+ %	+ %
20	Owned Equipment – Indicate a Percentage Rate % Above or Below current Blue Book Rental Rates	+ or - %	+ % - %
21	Rented Equipment – Indicate a Percentage Rate % Above or Below current Blue Book Rental Rates	+ or - %	+ % - %
22	Sub-contracted work – Indicate a Percentage Rate Above actual cost	%	+

ROCKDALE COUNTY REQUIRES PRICING TO REMAIN FIRM FOR THE DURATION OF INITIAL TERM OF THE PRICE AGREEMENT. PRICE AGREEMENT TO BEGIN UPON NOTICE TO PROCEED AWARD BY THE ROCKDALE COUNTY BOARD OF COMMISSIONERS FOR A ONE YEAR PERIOD. PRICE AGREEMENT MAY BE RENEWED FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS PROVIDED PRICING IS FIRM OR A PRE-APPROVED INCREASE, SERVICE IS SATISFACTORY, BOTH PARTIES ARE WILLING TO RENEW AND UPON APPROVAL BY THE ROCKDALE COUNTY BOARD OF COMMISSIONERS. FAILURE TO HOLD FIRM PRICING FOR THE INITIAL TERM OF PRICE AGREEMENT MAY BE SUFFICIENT CAUSE FOR ROCKDALE COUNTY TO DECLARE BID NON-RESPONSIVE.

UNLESS OTHERWISE NOTED, QUOTED PRICES WILL REMAIN FIRM FOR TWO (2) ADDITIONAL ONE YEAR PERIODS. IF A PERCENTAGE INCREASE IS A PART OF THE BID, PLEASE NOTE PERCENTAGE INCREASE IN THE SPACE PROVIDED TOGETHER WITH AN EXPLANATION.

Renewal Option#1: _____
_____**Renewal Option**#2: _____

Estimated 2015 Budgeted Amount for this Price Agreement is approximately \$250,000.00; subject to appropriation of funds.

TERMINATION FOR CAUSE: THE COUNTY MAY TERMINATE THIS PRICE AGREEMENT FOR CAUSE UPON TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE SUPPLIER OF THE SUPPLIER'S DEFAULT IN THE PERFORMANCE OF ANY TERMS OF THIS AGREEMENT. SUCH TERMINATION SHALL BE WITHOUT PREJUDICE TO ANY OF THE COUNTY'S RIGHTS OR REMEDIES PROVIDED BY LAW.

TERMINATION FOR CONVENIENCE: THE COUNTY MAY TERMINATE THIS PRICE AGREEMENT FOR ITS CONVENIENCE AT ANY TIME BY WRITTEN NOTICE TO THE SUPPLIER. IN THE EVENT OF THE COUNTY'S TERMINATION OF THIS AGREEMENT FOR CONVENIENCE, THE SUPPLIER WILL BE PAID FOR THOSE ITEMS ACTUALLY ORDERED AND/OR RECEIVED BY ROCKDALE COUNTY.

BID FORM – ITB# 15-08 – Continued

Instructions: Complete all THREE parts of this bid form.

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20

Name _____

Title _____

My commission expires (Date)

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

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 (name of public employer) 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:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

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:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attest 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 Sub-Subcontractor

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: _____

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

* _____
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____.

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

- A. For the purposes of this Questionnaire, "Contractor" refers to the company presenting a proposal for the purposes and scope of work outlined in the bid documents where said company would be hired as a contractor of the County for goods, services, and/or labor whether in the form of contracting, consulting, or vendor services.
- B. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

A.	Revenues (Gross)	_____
B.	Expenditures (Gross)	_____
C.	Overhead & Admin (Gross)	_____
D.	Profit (Gross)	_____

2. YEAR PRIOR TO "1" ABOVE:

A.	Revenues (Gross)	_____
B.	Expenditures (Gross)	_____
C.	Overhead & Admin (Gross)	_____
D.	Profit (Gross)	_____

3. YEAR PRIOR TO "2" ABOVE:

A.	Revenues (Gross)	_____
B.	Expenditures (Gross)	_____
C.	Overhead & Admin (Gross)	_____
D.	Profit (Gross)	_____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

3. _____

C. BONDING (IF APPLICABLE)

1. What is the Contractor's current bonding capacity? _____

2. What is the value of the Contractor's work currently under contract? _____

IV COMPANY EXPERIENCE – SIMILAR PROJECTS

A. List three projects and/or references of reasonably similar nature, scope, and duration to that requested in the bid documents that your company has performed in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Reference/Project #1:

Name and Address:

Date of Project:

Type of Project:

Cost of Project:

Client contact info:

Other contact info:

Reference/Project #2:

Name and Address:

Date of Project:

Type of Project:

Cost of Project:

Client contact info:

Other contact info:

Reference/Project #3:

Name and Address:

Date of Project:

Type of Project:

Cost of Project:

Client contact info:

Other contact info:

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any arbitration demands _____
filed by, or against, you in the last five years?

Has your company been involved in any lawsuits (other than _____
labor or personal injury litigation) filed by, or against, you in the last five years?

Has your company been involved in any lawsuits, _____
proceedings, or hearings initiated by the National Labor Relations Board or similar state
agency in the past seven years?

Has your company been involved in any lawsuits, proceedings, or _____
hearings by the Occupational Safety and Health Administration concerning the project
safety practices in the last seven years?

Has your company be involved in any lawsuits, proceedings, _____
or hearings by the Internal Revenue Service, or any state revenue department, concerning
the tax liability (other than audits) in the last seven years?

Have any criminal proceedings or investigations been brought _____
against your company in the last ten years?

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute,
the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using your company on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me
This _____ day of _____

Signature

Notary Public

My Commission Expires:
