

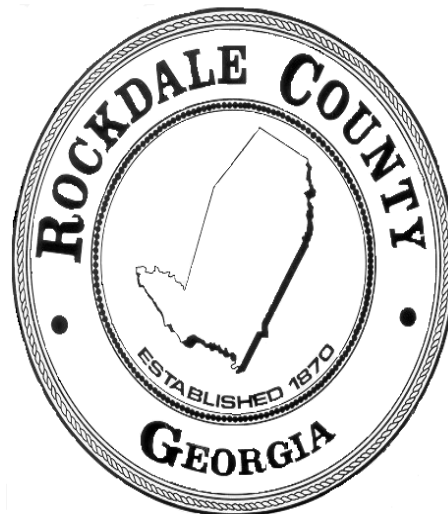
# **REQUEST FOR PROPOSALS**

**No. 16-27**

## **ROCKDALE COUNTY, GEORGIA**

**August 31, 2016**

### **EMERGENCY POWER GENERATORS FOR FIRE STATIONS #1 AND #5**



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

**INTRODUCTION:**

This is a Request for Proposal for **Emergency Power Generators for Fire Stations #1 and #5**, associated equipment and installation. Instructions for preparation and submission of a Proposal are contained in this packet. Proposals 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 Buyer at the following address:

Rockdale County Finance Department  
Procurement Division  
Attn: Dawn Spivey  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7553, Fax: (770) 278-8910  
E-mail: [dawn.spivey@rockdalecountyga.gov](mailto:dawn.spivey@rockdalecountyga.gov)

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers 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 proposer.

**PROPOSAL COPIES FOR EVALUATION:**

Four (4) hard copies and one (1) original hard copy and one (1) CD or Flash Drive 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:**

The Contract Term TBD.

**DUE DATE:**

Sealed proposals 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, September 22, 2016.** Proposals received after this time will not be accepted.

**PRE-PROPOSAL CONFERENCE:**

There will be a **MANDATORY** Pre-Proposal Conference held at The Rockdale County Fire & Rescue Department, 1496 Rockbridge Road, Conyers, GA 30012 at **10:00 a.m., local time, Monday, September 12, 2016.** Site visits to the two (2) locations will follow the meeting.

Any questions and/or misunderstandings that may arise from this RFP must be submitted in writing and forwarded to the Buyer at the above address or by email. It shall be the Proposers responsibility to seek clarification as early as possible prior to the due date and time. *Any proposer who intends to submit a proposal is required to attend this meeting.*

**QUESTIONS AND CLARIFICATIONS:**

You should submit your questions and/or requests for clarifications about this RFP no later than **2:00 p.m., local time, (Thursday), September 15, 2016.** Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), Bid Opportunities.

**ADDENDA:**

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

**It is the proposer's responsibility to check the Rockdale County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.**

**QUALIFICATIONS OF OFFERORS:**

Proposers must have a current business license from their home based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals 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.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

**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.

**FINANCIAL STABILITY**

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

**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.

**AWARD OF CONTRACT**

The Rockdale County Procurement Office and 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 Procurement Office and/or Evaluation Committee.

**SELECTION PROCESS:**

The Rockdale County Procurement Office and 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 Procurement Office 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 proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal 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.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

**EVALUATION CRITERIA:**

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the proposals based on the following criteria:

- A. **Professional Qualifications** (15 %)
  - Company Experience – Similar projects
- B. **Proposed Work Plan** (35 %)
  - Proposal must include a separate complete detailed work plan for each project.
- C. **Proposal Compliance form** (25 %)
  - See pages 20-24
- D. **Fee Proposal** (25 %)
  - Proposal must include a separate clearly understandable schedule of charges for each project.

**INTERVIEWS**

Interviews may be scheduled if required. Interviews will be informal, and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

If needed, the committee will schedule interviews with the top ranked contractor(s). The contractor(s) will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview shall consist of a presentation of up to one hour.

Rockdale County will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

This RFP contains 2 projects. Rockdale County reserves the right to award all projects to one vendor or to multiple vendors based off the proposals for each project.

## **BONDS:**

Rockdale County shall request the following for bids/proposals in excess of Fifty Thousand Dollars (\$50,000.00).

### **BID BOND**

Each bid shall include a bid bond in the amount of five percent (5%) of the total bid amount as guarantee that the bidder shall not withdraw the bid for 90 days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with Rockdale County in accordance with the bid.

### **PERFORMANCE BOND**

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

### **PAYMENT BOND**

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

A Bid Bond in the amount of (5%) of the bid/proposal will be required at the time of bid/proposal submittal.

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.

**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.**

**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	
Professional Liability/General Liability	\$1,000,000.00

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.



**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 **RFP# 16-27** 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. No 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.

## PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

### PART I: Proposal Summary

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

1.	<b>Rockdale County Fire Station No. 1</b> - A new emergency power generator system including all related items, equipment and labor and warranty for the Rockdale County Fire Station #1 located at 1831 Conyers Station Road N/E Conyers, Georgia 30013. <b>LUMP SUM</b>	\$
2.	<b>Rockdale County Fire Station No. 5</b> - A new emergency power generator system including all related items, equipment and labor and warranty for the Rockdale County Fire Station # 5 located at 2100 Hightower Trail N/E Conyers, Georgia 30012. <b>LUMP SUM</b>	\$
<b>TOTAL</b>		\$
<b>Delivery &amp; Completion Time after receipt of purchase order and contract</b>		# of days _____

### PART II: Addenda Acknowledgements (if applicable)

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

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

### PART III: Vendor Information:

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

**GENERAL INFORMATION**

No proposals 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 proposal not properly addressed and identified.

**WITHDRAWAL OF PROPOSAL:**

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

**REJECTION OF PROPOSAL:**

Rockdale County may reject any and all proposals and must reject a proposal 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 proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal 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 proposers.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The proposer 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 proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer 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 proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

**INTEREST OF:**

By submitting a proposal, the proposer 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 proposal or in the contract which may be made under it, or in any expected profits to arise there from.

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

**BID BOND**  
**STATE OF GEORGIA**  
**COUNTY OF ROCKDALE**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto  
Rockdale County, Georgia in the sum of \_\_\_\_\_  
Dollars (\$) ) **5% of the total bid amount**, lawful money of the United  
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal  
representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Bid for **RFP 16-27**.

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall,  
within 10 days after receipt of conformed Contract Documents, execute a Contract in accordance with the Bid  
upon the terms, conditions and prices set forth therein, and in the form and manner required by the Contract  
Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the  
Owner, each in an amount of 100 percent of the total Contract Price, in form satisfactory to the Owner, then this  
obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall,  
upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified  
above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of  
the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et. seq. and  
all the provisions of the law referring to this character of bond as set forth in said Sections or as may be  
hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has  
hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

CONTRACTOR - PRINCIPAL:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

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

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

Phone: \_\_\_\_\_

ATTEST:

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_ (SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_ (SEAL)

WITNESS:

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_ (SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

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

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

Phone: \_\_\_\_\_

**Contractor's License Certification**

Contractor's Name: \_\_\_\_\_

Georgia Utility Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

**PERFORMANCE BOND**

STATE OF GEORGIA BOND NO. \_\_\_\_\_

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,

as Principal, (hereinafter known as "Contractor"), and we, \_\_\_\_\_ known as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and benefit of those entitled thereto, in the sum of

\$ \_\_\_\_\_ for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assign, heirs and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of \$ \_\_\_\_\_ for the **RFP 16-27**, as more fully appears in a written Contract Agreement

bearing the date of \_\_\_\_\_, 2016, a copy of which Contract Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said Contract Agreement hereinbefore referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall correct all defects in products and workmanship appearing within one year of the completion of all Work, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Contract Agreement, or in the Work to be performed there under, or the Specifications accompanying the same shall in any wise affect the obligations under this Contract Agreement or Bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et. seq. and 36-82-100 et. seq. and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized

officers, on this \_\_\_\_ day of \_\_\_\_\_, 2016, executed in six counterparts.

**CONTRACTOR - PRINCIPAL:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

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

**ATTEST:**

Name: \_\_\_\_\_  
(Please Print)

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

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

**SURETY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

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

(SEAL)

**WITNESS:**

Name: \_\_\_\_\_  
(Please Print)

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

(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.



## PAYMENT BOND

STATE OF GEORGIA                      BOND NO. \_\_\_\_\_

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal, (hereinafter known as "Contractor"), and we, \_\_\_\_\_, as Surety, are held and firmly bound unto Rockdale County, Georgia (hereinafter called the

"Owner"), in the penal sum of \$ \_\_\_\_\_ lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated \_\_\_\_\_, (hereinafter called **RFP 16-27** which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the \_\_\_\_\_, as the agent of each party to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

- (c) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or preceding thereon that is instituted later than one year after the final settlement of said Contract Agreement.
- (d) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et. seq. and 36-82-100 et. seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto cause to be affixed its corporate signature and seal, by its duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2016, executed in six counterparts.

**CONTRACTOR - PRINCIPAL:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 (Please Print)  
 Title: \_\_\_\_\_

**ATTEST:**

Name: \_\_\_\_\_  
 (Please Print)  
 Title: \_\_\_\_\_

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

**SURETY:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 (Please Print)  
 Title: \_\_\_\_\_

(SEAL)

**WITNESS:**

Name: \_\_\_\_\_  
 (Please Print)  
 Title: \_\_\_\_\_

(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

## **PROPOSAL SPECIFICATIONS:**

The specifications are as follows and on the attached pages:

Rockdale County Georgia is requesting proposals for the following 2 projects:

1. A new emergency power generator system including all related items, equipment and labor for the Rockdale County Fire Station #1 located at 1831 Conyers Station Road N/E Conyers, Georgia 30013.
2. A new emergency power generator system including all related items, equipment and labor for the Rockdale County Fire Station # 5 located at 2100 Hightower Trail N/E Conyers, Georgia 30012.

### **SCOPE OF WORK**

#### **Rockdale Fire Station #1 and Fire Station #5**

Rockdale Fire stations 1 & 5 have no emergency backup power at this time. This RFP is requesting proposals to provide and install new diesel powered emergency power backup generators and all associated items, equipment and labor for a complete turnkey installation. This shall include but not limited to the generator with fuel tank, electrical wiring, panels, switch gear, and notification equipment, necessary upgrades and additions to the existing building wiring system, reinforced concrete pad and required installation items.

These generators shall be new diesel powered generators with a capacity large enough to supply power to operate the entire fire station. The generator shall have a 10 percent reserve capacity over and above the needed load capacity for future electrical power needs, and be able to run for an indefinite period of time without the possibility of an overloading failure. The fuel capacity shall be large enough to have a 48 hour minimum run time.

The proposal shall include any and all needed items and labor so at completion of the project the generator system is fully operational meeting all codes and standards.

## PROPOSAL COMPLIANCE SECTION

### RESPONDENTS MUST COMPLETE EACH SECTION AS INDICATED

Respondent understands that the scope of work includes designing, purchasing, providing, installing all component needed to install new automatic backup diesel emergency generators at Fire Station #1 and Fire Station #5. This includes all engineering, electrical, mechanical and site work needed to properly install the generators according to all state and local codes. Also included is installing proper foundation for the generator along with training, warranty and service agreement. Fully functional units upon completion of work shall be provided.

Respondent shall provide all components and labor required to have complete systems. Including but not limited to generators, electrical wiring and switch gear, fuel systems and tanks, mounting pads and site work, software hardware and manuals.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

### CONTRACTOR NARRATIVE / DRAWING

Provide an overview/compliance statement of design and layout for the proposed systems. The overview must include:

- A Statement confirming the local, state and national codes the systems will meet.
- A statement stating the manufactures, models, sizes, capacities and specifications of the generator systems and switch gear, generator system communications capability, accessories and control systems;
- A statement of methods and materials that will be needed to install and connect the automatic transfer switch to the new generator that is compliant to all applicable codes;
- A statement of methods and materials that will be used to connect all existing loads to the new generator backup system;
- A statement of method to assure proper exhaust ventilation. It shall be non-acceptable to have fumes enter any part of the interior of any buildings.
- A proposed layout drawing showing the footprint of the generator and concrete pad.
- A statement with the breakdown of the project installation timeline;

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

### COSTS

Proposal must include a clearly understandable schedule of charges for each project. All charges will be included in the cost breakdown of proposals. No additional costs will be charged to Rockdale County. If any error or omission of equipment or service is made by the contractor, the contractor will incur any additional costs.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**SUBCONTRACTORS**

Contractor will provide a list of any subcontractors and their required information proposed to perform any function of this contract.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**BOND REQUIREMENTS**

The contractor understands all bond requirements.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**DELIVERY REQUIREMENTS**

The successful contractor shall provide, deliver, install and have the new generator running properly within 90 calendar days from the notification of Proposal award,

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**ELECTRICAL CONTRACTOR LICENSE**

Submitting contractor must provide a copy of their electrical contractor's license.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**EXPERIENCE**

Submitting contractor must have at least five (5) years of municipal (preferred) or commercial/industrial experience. Contractor will provide a brief narrative of your company's relative work experience and services you provide. The contractor will provide a list of at least three (3) municipal references where this type of work has been performed in the last five (5) years Please include a description of the work completed, municipality name, contact person, phone number and email for all references.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**PERMIT / CODES**

Upon award of the contract, the Contactor shall secure all required Rockdale County permits and inspections.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

Installation shall comply with applicable state and local codes and meet the approval of the Electrical and Mechanical Inspectors.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**TECHNICAL BULLETIN NOTIFICATION**

The manufacturer shall notify Rockdale County of any technical bulletins, warnings or product recalls associated with equipment over the lifetime of equipment warranty.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**LABELING REQUIREMENTS**

All proper labeling will be adhered to all equipment according to codes and laws.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**INSTALLATION**

All equipment shall be installed by the contractor in accordance with the final submittals and contract documents.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

Equipment shall be installed in accordance with the manufacturer’s instructions as well as instructions included in the listing or labeling of UL listed products.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

Contractor will provide ALL labor and materials to complete the installation of the generator including installation of concrete pad

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

Contractor will restore any landscaping, asphalt, concrete, etc. disturbed by the install to its original state or approved alternative. Any damage to the Rockdale County property caused by the installation of the generator will be repaired at the contractor’s expense.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

Contractor will make all connections to the building’s panel boxes, required interfaces with the electric company and provide any/all enhancements or updates to the electrical lines.

All wiring is to be copper THHN, THWN, XHHW insulation. Generator controller communications and remote annunciator communications cables to be as specified by the manufacturer.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**ACCEPTANCE**

Contractor will provide field acceptance testing which will include a full load test (2 hours) at 100% with an electrical inspector on site. If needed a portable load bank shall be provided by contractor. Contractor will provide reports to owner and engineer after conclusion of test/start-up.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**SERVICE WARRANTY AND AVAILABILITY**

Contractor will provide a three (3) year maintenance agreement from date of owner's acceptance of working generator. Contractor shall have local service availability and factory trained service technicians to provide warranty service on all products provided. The service organization shall be on call 24 hours per day, 365 days per year. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles.

**(Definition Local)** will have a technician on site within 2 hours of emergency service call

The vendor shall provide the cost for an additional 2 years of complete coverage warranty and scheduled service maintenance for a total of 5 years coverage.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

Contractor shall provide at no additional expense preventative maintenance / inspections two times (2) yearly during the three (3) year maintenance period.

The Contractor shall provide the cost for an additional 2 years of complete coverage preventative maintenance / inspections and scheduled service maintenance for a total of 5 years coverage.

The following preventative maintenance will be performed:

- Inspections/adjustments/service as required:
- lube oil and filter,
- engine tune up, belts,
- engine heater operation,
- fuel, oil, coolant leaks,
- air intakes and outlets,
- silencer,
- cooling hoses,
- battery charger operation and charge rate, check battery electrolyte levels and specify gravity,
- emergency system operation without load transfer,
- frequency check/governor adjustment,
- transfer switch and accessory operation,
- engine alternator charge rate, engine and generator,
- gauge and indicator operation,
- Generator set controller operation including shutdown functions and emergency stop and generator output voltage and adjust as required.
- Service/replace air cleaner, check coolant level and fill if necessary, Test and adjust anti-freeze and drain exhaust line.
- Oil and filter change, anti-freeze flush and oil sample analysis. Copy of Analysis shall be provided with service report.
- Load bank testing (Min. 2 hour)- Once at startup and acceptance testing and (1) at the end of each year (4 total including the three (3) year maintenance agreement).
- Any other manufacture recommendation not mentioned above.

After each preventative maintenance / inspection, the County will receive a written report detailing any conditions found.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**WARRANTY**

Contractor will provide a full three (3) year parts and labor warranty (all associated equipment) including a guarantee that in the event of a generator failure a repair technician will be on site to diagnose the generator within one (2) hour of trouble report.

This warranty will start from the date of acceptance. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

The vendor shall provide the cost for an additional 2 years of complete coverage warranty and scheduled service maintenance for a total of 5 years coverage.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**AUTO EXERCISE**

The generator will conduct a weekly auto exercise.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_

**TRAINING / MANUALS**

Contractor will instruct Rockdale County personnel on all operations and safety features.

Contractor will provide all manuals associated with the generators at no additional charge to Rockdale County. Manuals included but not limited to: electrical, pump, wiring, mechanical, operational, parts, service, etc. Three (3) copies of each manual: i.e. Parts and Operators Manual per unit.

Does Your Proposal Comply With All Aspects Of This Section? Yes \_\_\_\_\_ No \_\_\_\_\_





**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 it 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 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 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. Please give a description of each project of the scope of work and equipment used on each project. Specify where possible, the name, last known address of each owner and contact information of those projects. Please add additional sheets for each project descriptions.

**Reference/Project #1:**

Name and Address:

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Date of Project:

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Type of Project:

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Cost of Project:

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Client contact info:

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Other contact info:

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**Reference/Project #2:**

Name and Address:

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Date of Project:

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Type of Project:

---

Cost of Project:

---

Client contact info:

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Other contact info:

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**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.

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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:  
\_\_\_\_\_