

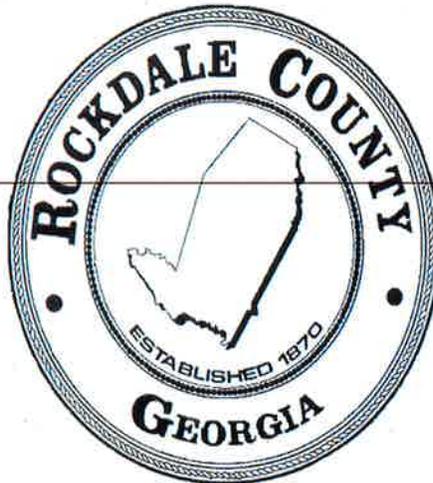
REQUEST FOR PROPOSALS

No. 17-51

ROCKDALE COUNTY, GEORGIA

December 6, 2017

**INDEFINITE DELIVERY / INDEFINITE
QUANTITY LOW VOLTAGE WORK**



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

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for **Indefinite Delivery/Indefinite Quantity Low Voltage Work**. 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, 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 RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax: (770) 278-8910
E-mail: meagan.porch@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:

Two (2) 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. *(Original must be 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 will be for one (1) year with the option to renew three (3) additional years renewable each year for a twelve month term.

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, December 28, 2017.** Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

There will not be a Pre-Proposal Conference.

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, December 21, 2017**. It shall be the proposers responsibility to seek clarification as early as possible prior to the due date and time. 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, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

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 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, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

Policy #R-2015-08 includes the following language:

The Rockdale County Board of Commissioners only purchases energy star rated equipment and appliances that are economically responsible and reduce resource consumption and waste within federal, state, and local laws. The County will only purchase recycled copy, computer, and fax paper with at least 30 percent recycled content.

A copy of the policy may be viewed and downloaded by visiting the website at www.rockdalecountyga.gov Bid Opportunities, and scrolling down to the bottom of the page.

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.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

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.

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 statements of qualifications based on the following criteria:

- (A) The contractor's proposed unit pricing in conformity with all requirements of the RFP. **40%**
- (B) The qualifications and experience of those personnel whom the contractor will assign to the Project. **35%**
- (C) The contractor's prior experience in successfully completing similar projects on time, within budget, and without unnecessary contractual disputes, claims, arbitration or litigation. **20%**
- (D) The financial strength of the contractor in relation to the cost of construction. **5%**

INTERVIEWS

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

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	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.

Certificates are to be issued to:

Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012

BONDS:

Bonds are not required.

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.

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.**

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.

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal 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 proposal price.
4. The following number, RFP No. **17-51** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals 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 proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Telegraphic or Facsimile proposals 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.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors, and include an explanation of the service or product that they may provide.

SCOPE OF SERVICES:**A. Overview:**

Rockdale County requests proposals for an Indefinite Delivery/Indefinite Quantity contract for Low Voltage Construction Services on various county projects. The successful bidder will provide services on a per unit basis to include, but not limited to, telephone, data, security, fiber optic, audio/visual and related equipment consulting and installation. Proposals will be evaluated and ranked through a qualifications based selection process with cost being one component of the evaluation. The highest ranked firm will receive a negotiated unit rate contract and will be employed on an as needed basis on various projects. For each project a scope of services and not to exceed fee will be agreed upon between the firm and the County and executed through a Work Order type agreement (see example attached).

B. General:

1. Contractor shall provide installation, consultation and/or other services as needed for low voltage projects on an as needed basis by providing a Project Proposal with scope of services as requested by County representative.
2. Each Project Proposal shall be attached to a Work Order and shall be used as the scope of services for each individual project.
3. The contractor's personnel shall have the qualifications, knowledge, and experience to properly and reliably perform the Services described herein.
4. The contractor shall always provide sufficient qualified personnel to perform the Services required in a timely, accurate, and professional manner.
5. The contractor shall perform all work in coordination with the County's schedule and/or other contractors engaged by the county.
6. Contractor shall take necessary precautions to protect any adjacent facilities and/or environment during the course of installation
7. Contractor shall protect drywall and limit penetrations to a size adequately covered by faceplate without patching or repainting of drywall.
8. Contractor must clean up site after completion of the work and must dispose of all trash, materials, packaging, etc.
9. Contractor shall provide telephone, data, security, fiber optic, and/or audio/visual wiring, jacks, equipment, and labor as described below and in accordance with all laws, codes, ordinances, and industry best practices.
10. All pricing on Bid Form shall be inclusive of overhead and profit.

C. Escalation:

1. Contractor shall be allowed a maximum of 5 percent increase for all bid items for each year beyond the initial contract term.

D. Per Drop Services:

1. Contractor shall provide either a single or double drop of Cat 5e or Cat 6 cable as indicated on bid form to include the following:
 - a. Provide telephone or data terminations as appropriate
 - b. Length of cable not to exceed 295ft
 - c. Terminate on both ends
 - d. Certify installed cable to meet minimum standards of EIA/TIA
 - e. Included face plate appropriate to number and type of terminations and

matching existing facility style or new facility style as specified

- f. Include datacom wall box or bracket as needed
- g. Labeling to match and continue county labeling system (user end to be labeled on face plate, network end to be labeled on cable)
- h. Pricing on bid form shall be inclusive of materials, labor, overhead, profit, and all other items needed to perform complete scope of work
 - i. For example: the county adds two workstations to an office and requests two double drops from the existing switch which has adequate expansion space to accommodate new workstations. Bidder has indicated \$150 per double drop on bid form. Total cost to county for this work is \$300.

E. Equipment Mark-up:

1. Contractor shall provide equipment requested by County on a per project basis to include, but not be limited to:
 - a. IT equipment: network switches, routers, hubs, building network cabling (not including "Per Drop" cabling), racks, etc.
 - b. Audio/visual equipment: monitors, racks, microphones, switchers, scalars, amplifiers, speakers, etc.
 - c. Security equipment: CCTV cameras, DVRs, racks, cabling, etc.
2. Contractor shall itemize each piece of equipment on the project proposal and show the contractor's cost as well as the markup
3. Contractor may lump miscellaneous hardware, cables, and connectors together without itemizing

F. Man-hour Cost:

1. Contractor shall provide cost per 1-man crew and 2-man crew as billable hours inclusive of all labor costs (insurance, mileage, overtime, etc)
2. Contractor shall provide manhour costs requested by County on a per project basis.
3. Contractor's proposal shall provide the type of crew needed and a "not to exceed" number of manhours to complete the project.
4. Contractor shall bill the county only for the number of personnel needed to perform the task required. Trainees or additional riders shall not be billed as a larger crew than needed.
5. Contractor shall inform the county representative immediately upon encountering any unforeseen condition which might require additional manhours and shall negotiate with county representative for change order terms and conditions.
6. In some cases, the County will have staff or personnel available to work with contractor. Such unskilled labor shall be utilized by the contractor as much as possible and shall be accommodated in the Contractor's project proposal by reducing the crew size needed by the Contractor.
7. For projects that require consultation services, contractor shall provide a separate line on the Project Proposal which itemizes the consulting services needed on a "not to exceed" basis.

G. Subcontractors:

1. Subcontractors retained by contractor shall be included in a cost proposal as either

a lump sum fee (without markup) or as a not to exceed manhour cost (according to proposal) as appropriate.

H. Existing Facility Installation:

1. Contractor shall be given access to enter onto County property on an as needed basis for installation.
2. Contractor shall take all necessary precautions to protect the existing facility and work around existing staff in a professional manner.
3. Contractor shall coordinate work schedule with County representative and shall perform work according to the individual department schedule as required. Work to be performed afterhours or on weekends shall be subject to the same manhour cost as indicated in proposal.
4. Contractor shall work with existing County equipment and conditions and shall not require additional equipment, access, or support without prior notification to County representative.

I. New Facility Installation:

1. Contractor shall coordinate all work with the County representative as well as with any other contractor engaged by the County.
2. Contractor shall provide a project proposal according to any plans provided by County using the following breakdown:
 - a. (Number of Drops) X (Per Drop cost on Bid Form)
 - b. (Equipment items) X (equipment markup on Bid Form)
 - c. (Man hours needed) X (Manhour cost on Bid Form)
 - d. Contingency cost ("a" + "b" + "c" X 10%)
 - e. Total (a+b+c+d)
3. Cost proposal shall represent the "not to exceed price" for the project. Any changes or unforeseen costs shall be negotiated with County representative prior to performance of any additional work.

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.	Per Drop Service – single Cat5e	\$	
2.	Per Drop Service – double Cat5e	\$	
3.	Per Drop Service – single Cat 6	\$	
4.	Per Drop Service – double Cat 6	\$	
5.	Equipment Markup		%
6.	Man-hour Cost - 1 man crew	\$	/HR
7.	Man-hour Cost - 2 man crew	\$	/HR

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	

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. 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. The completed form shall be submitted with contractor's proposals.
- E. 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).

C. BONDING

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 of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Project #1:

Name and Address:

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #2:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #3:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable)

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

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

Has your company been involved in any construction-related 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 initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years?

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

Have any criminal proceedings or investigations been brought against the Contractor 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 the Contractor 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:

Sample Contract

COUNTY No. _____

ROCKDALE COUNTY

AGREEMENT for LOW VOLTAGE SERVICES for ROCKDALE COUNTY

THE STATE OF GEORGIA

COUNTY OF ROCKDALE

This Agreement is made and entered into by and between ROCKDALE COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as "COUNTY") and _____, having it's place of business at _____ (hereinafter referred to as "CONTRACTOR").

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the CONTRACTOR shall provide Construction Services (hereinafter referred to as "Services") in support of various COUNTY Departments for Low Voltage Construction Services and Equipment.

2. EMPLOYMENT OF CONTRACTOR

The COUNTY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform the Services hereinafter set forth.

3. DESCRIPTION OF SERVICES

The CONTRACTOR'S Services hereunder shall include, but shall not be limited to, the following:

- a. The CONTRACTOR shall perform all the Services as set forth in the Scope of Services, attached hereto as EXHIBIT A and made a part of this Agreement for all purposes; provided, however, should there be any conflict between the terms of the Services and the terms and conditions of this Agreement, the terms of this Agreement shall be final and binding.
- b. The CONTRACTOR shall provide Services under the direction of any COUNTY Department, and in cooperation with COUNTY officials, and shall perform any and all Services required by the COUNTY in order to fulfill the Purpose of this Agreement.
- c. The CONTRACTOR shall deliver to the COUNTY all the data, reports, electronic files and documents that result from its Services in an orderly and organized form. The CONTRACTOR shall maintain copies of all data, reports, electronic files and documents that result from its Services for use by COUNTY personnel.

4. PERFORMANCE OF SERVICES

The CONTRACTOR, its subCONTRACTORS, employees, agents, representatives or associates shall perform all the Services under this Agreement, and shall collectively be considered the CONTRACTOR under this Agreement. The CONTRACTOR represents that all its personnel who perform Services under this Agreement shall be qualified and competent to perform the Services described in Section 3 above and Exhibit A.

The CONTRACTOR shall be solely responsible and liable, in the performance of the Services under this Agreement, for exercising the degree of skill and care required by customarily accepted good professional and technical practices and procedures.

The CONTRACTOR shall be solely responsible and liable for the accuracy of the Services provided and shall promptly correct errors or omissions without cost to the COUNTY. Acceptance of any Services of the CONTRACTOR by the COUNTY shall not relieve the CONTRACTOR of any responsibility for subsequent correction of errors and omissions and the clarification of ambiguities. The provision of this Article shall survive the term of this Agreement and in perpetuity.

The CONTRACTOR shall cooperate fully with the Georgia Department of Transportation (GDOT), Federal government officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY.

If the COUNTY undertakes or awards other contracts for additional or related work, the CONTRACTOR shall fully cooperate with such other firm(s) and COUNTY employees or appointed committee(s), and shall carefully fit its own provision of Services to such additional or related work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other firm or by COUNTY employees.

5. TERM

The CONTRACTOR agrees to provide Services under this Agreement from the effective date of this Agreement through _____. The term of the Agreement shall be guaranteed for two (2) years and shall include two (2) one (1) year renewal options exercised at the County's sole discretion. It is understood, however, that the terms and conditions of this Agreement shall continue in force and effect as to any Services previously authorized and still in progress at the end of this Agreement period, until the completion of such Services, unless the COUNTY specifically elects to terminate such Services.

Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in that event be extended for a period equal to any time lost as a result thereof.

6. PAYMENT FOR SERVICES

~~In consideration of the Services to be performed by the CONTRACTOR under the terms and conditions of this Agreement,~~ the COUNTY shall pay the CONTRACTOR for Services actually performed in accordance with provisions of this section. All payments shall be delivered or mailed to the CONTRACTOR at the address identified in Section 24 of this Agreement.

The COUNTY shall reimburse the CONTRACTOR for Costs incurred by the CONTRACTOR in the performance of Services under this Agreement up to the not to exceed limit specified in individual Work orders executed for each task of project and in accordance with EXHIBITS A and B. The CONTRACTOR'S approved costs shall include all costs, direct or indirect, incurred in the preparation of and implementation of a COUNTY approved service and the performance of those Services under this Agreement, or reasonably incidental to such performance up to the not to exceed amount for each individual Task Order.

- a. EXHIBIT B (Bid Form) identifies the rates and unit cost to be utilized in performance of the Services described in EXHIBIT A. The CONTRACTOR'S expenses for Services are not to exceed similar expenses charged by the CONTRACTOR for comparable Services to other clients and customers in the Atlanta region.
- b. The COUNTY and the CONTRACTOR understand and agree that the not to exceed cost of individual Task Orders under this Agreement is based on estimates of manpower needs and other suppositions which may change during the term of the Agreement. The COUNTY and the CONTRACTOR agree that the intent of this Agreement is to provide CONTRACTOR Services only as needed, in the sole opinion of the COUNTY, through the term of this Agreement, and that the parties to this Agreement shall cooperate to adjust the not to exceed amount as necessary to complete the Services required by the COUNTY. Notwithstanding this provision, the COUNTY reserves the right to curtail or terminate the CONTRACTOR'S Services as provided for elsewhere in this Agreement.

- c. When requested by the COUNTY to perform Services, the CONTRACTOR shall submit, for the COUNTY'S approval, a detailed cost proposal for providing the Services requested (a Work Order or Supplemental Agreement). The proposal will identify the personnel, wage rates, man-hours and applicable unit costs required for the requested Services and a total not to exceed cost for the defined Services to be provided by the CONTRACTOR. Upon authorization by the COUNTY Board of Commissioners, the CONTRACTOR shall be obligated to provide the defined Services for said not to exceed cost.
- d. The CONTRACTOR shall submit monthly invoices for Services performed under this Agreement. These invoices shall be based on the rates and unit costs as provided for in EXHIBIT B and will contain summary support documentation such as; time sheet summaries, expense account summaries, copies of original invoices for incidental expenses and other internal Non-salary Cost documentation. The CONTRACTOR shall maintain detailed support documentation at its Home Office for a period of three (3) years after the final payment for this Agreement.
- e. If one or more subCONTRACTORS are to be utilized, the work of the subCONTRACTOR(s) shall be shown as a direct cost on submitted invoices and the invoice shall be supplemented by submission by the subCONTRACTOR evidencing work hours and costs. SubCONTRACTORS shall be approved by the County prior to their use.
- f. During the performance of Services, monthly payments shall be made based upon the costs and expenses of Services which have been completed. The COUNTY shall pay each invoice statement or portion thereof as approved within thirty (30) days after receipt of the same, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such statement or of receipt of acceptance by the COUNTY of the Services covered by such statement.
- g. The COUNTY reserves the right to reject and not pay any invoice or part thereof where the amount of the invoice is unreasonably in excess of the value of the benefits received by the COUNTY for Services covered by the invoice. The COUNTY shall, however, pay any undisputed items contained in such invoices.

7. CHANGE IN SERVICES

The COUNTY may request from time to time changes in the scope or focus of the activities conducted or to be conducted by the CONTRACTOR pursuant to the Services provided under this Agreement. Any such change, which varies significantly from the Services set out in EXHIBIT A, and would entail a significant increase in cost or expense to the CONTRACTOR, shall be mutually agreed on by the CONTRACTOR and the COUNTY. Agreed upon increases in the Agreement not to exceed total fee shall be made by Supplemental Agreement executed by both parties.

At no time during the course of this Agreement shall the CONTRACTOR make any change in the scope or focus of the activities as part of the Services provided without the prior written authorization of the COUNTY. Changes in the Services which, in the opinion of the CONTRACTOR and the COUNTY, require additional funding by the COUNTY, shall be authorized by resolution of the COUNTY Board of Commissioners prior to any work being initiated on the proposed changes in the scope of Services.

8. SUBCONTRACTOR

All subCONTRACTORS specified in the CONTRACTOR'S Cost Proposal shall be considered to be part of the CONTRACTOR for purposes of the Agreement. In the event the CONTRACTOR desires to employ additional subCONTRACTORS or change subCONTRACTORS, the CONTRACTOR shall deliver a written request to the COUNTY for such consent to, and approval of, each subCONTRACTOR added or changed and the portion of Services requested to be performed. All subCONTRACTORS require approval by the COUNTY. Such approval shall not be unreasonably withheld.

The COUNTY shall not be a party to any subCONTRACTOR agreement, nor shall the COUNTY be responsible or liable for payment directly to any subCONTRACTORS for Services rendered. Any liens or actions brought against the COUNTY by subCONTRACTORS, employees, agents, representatives, or associates of the CONTRACTOR, or vendors providing

services, equipment, or materials to the CONTRACTOR, shall be the sole responsibility of the CONTRACTOR and dispensed with at no cost to the COUNTY. Any costs incurred by the COUNTY related to such liens or actions shall be, at the sole discretion of the COUNTY, subtracted from the not to exceed amount of this Agreement, or billed to the CONTRACTOR. The CONTRACTOR shall pay any such billings within thirty (30) calendar days.

Administration of subCONTRACTORS, employees, agents, representatives, or associates of the CONTRACTOR shall be the CONTRACTOR'S responsibility and liability, and all agreements between the CONTRACTOR and its subCONTRACTORS, etc. shall require each subCONTRACTOR, etc. to be bound by the terms of this Agreement, and to assume all obligations and responsibilities which the CONTRACTOR, by this Agreement, assumes toward the COUNTY. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subCONTRACTOR, employees, agents, representatives, or associates of the CONTRACTOR.

9. ACCOUNTING RECORDS

Records of the CONTRACTOR'S and all subCONTRACTORS', employee's, agent's, representative's, and associate's Direct Payroll and Non-salary Costs pertaining to the Services, and records of accounts between the CONTRACTOR and all subCONTRACTORS, employees, agents, representatives, or associates of the CONTRACTOR, shall be in accordance with generally accepted accounting practices and shall be available to the COUNTY or its authorized representative during normal business hours. The stipulated overhead rates shall not be subject to audit unless the CONTRACTOR requests a change under the terms and conditions of EXHIBIT B.

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY and/or representatives of the COUNTY for examination, all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY and/or representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred while providing Services and used in support of its Cost Proposal, and shall make such material available at all reasonable times during the period of the Agreement, and for three (3) years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this article shall be included in any Agreements it may make with any subcontractor, agent, representative, associate, assignee, or transferee.

10. CONFIDENTIAL INFORMATION

Notwithstanding any other provision in this Agreement to the contrary, data and information of whatever nature and in whatever form, written or oral, concerning salaries, overhead rates, fees and other expenses incurred by the CONTRACTOR or its subCONTRACTORS, employees, agents, representatives or associates, and related to Services for the Rockdale County, whether individual items or otherwise, are and shall remain proprietary data and information of the CONTRACTOR. The COUNTY, its employees and officials shall not use any such information for any purpose other than that specifically allowed by the CONTRACTOR. It is agreed, however, that such information may need to be provided to certain COUNTY approved citizen oversight committees, as well as to State and Federal authorities with oversight responsibilities.

The CONTRACTOR agrees that data, conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data, studies, etc. prepared by the CONTRACTOR pursuant thereto shall become the property of the COUNTY and be delivered to the COUNTY in a good and organized condition.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the Services conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the Services, its conduct, results, or data gathered or processed should be released by the CONTRACTOR without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONTRACTOR, but should any such information be released by the COUNTY or by the CONTRACTOR with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

11. OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY all the data, reports, electronic files and documents that result from its Services in an orderly and organized form. The CONTRACTOR shall maintain copies of all data, reports, electronic files and documents that result from its Services, on COUNTY premises for use by COUNTY personnel. The CONTRACTOR shall provide all organizational and storage supplies and materials necessary for this task.

All data, reports, electronic files and documents that result from Services performed under this Agreement shall become the property of the COUNTY when they are created and shall remain the property of the COUNTY in perpetuity.

All data, reports, electronic files and documents that result from Services performed under this Agreement are subject to open records requests in accordance with Georgia law.

The CONTRACTOR shall keep and safeguard all records relating to this Agreement or Services performed hereunder for a minimum period of three (3) years from final Agreement payment with full access allowed to authorized representatives of the COUNTY upon request for purposes of evaluating compliance with the provisions of this Agreement.

12. CONTRACTOR'S LIABILITY

Approval of or by the COUNTY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, any subCONTRACTORS, employees, agents, representatives or associates for the accuracy and competency for their performance, designs, reports, information, documents or Services, nor shall approval be deemed to be the assumption of such responsibility by the COUNTY for any defect, error, omission, or ambiguity in the performance of Services or in the documents prepared by the CONTRACTOR, any subCONTRACTORS, employees, agents, representatives or associates.

The CONTRACTOR shall be entitled to rely on the accuracy and currency of information supplied by the COUNTY, excluding information provided in or on construction documents, as-built drawings, or shop drawings, which should be verified independently by the CONTRACTOR as needed.

Neither the COUNTY'S review, approval, acceptance of, or payment for any of the Services shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement or the Law, or of any cause of action the COUNTY may have against the CONTRACTOR arising out of the CONTRACTOR'S performance, or non-performance, of its Services.

The CONTRACTOR shall insure inclusion in all COUNTY contracts with Construction Contractors, other contracted entities which the CONTRACTOR shall oversee or direct, and other project participants (hereinafter "CONTRACTORS") under contract with the COUNTY, clauses reasonable and acceptable wherein the CONTRACTORS:

- a. Acknowledge the CONTRACTOR'S role of monitoring the work, advising the COUNTY, and authority to direct or control the CONTRACTORS in their activities as representatives of the COUNTY; and

- b. Agree to make no claim against the CONTRACTOR for monetary losses under any contract with the COUNTY, including without limitation, any bases on charges or extras, increased compensation, delay, losses, acceleration, termination, rework, or other such claims including, without limitation, third party actions arising out of claims by COUNTY or others; and
- c. The CONTRACTORS agree to indemnify, protect and defend CONTRACTOR and COUNTY to the full extent allowed by law for claims arising out of personal injury, death, or property damage including (to the extent allowed) claims based on the negligence of COUNTY or CONTRACTOR; and
- d. The CONTRACTORS name the COUNTY and CONTRACTOR as additional insured on CONTRACTOR maintained coverages.

The CONTRACTOR shall provide support to the COUNTY in resolving all claims brought by CONTRACTORS, in accordance with the terms and conditions of EXHIBIT A. The CONTRACTOR shall not invoice the COUNTY for its Services required to correct errors, omissions, ambiguities, or any actions not approved by the COUNTY.

13. INSURANCE REQUIREMENTS

The CONTRACTOR shall procure, pay for, and maintain during the term of this Agreement, with a company authorized to do business in the State of Georgia and acceptable to the COUNTY, the minimum insurance coverage contained in EXHIBIT C, attached to and made part of this Agreement.

14. INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONTRACTOR. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

The CONTRACTOR further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or representative of the CONTRACTOR.

15. RIGHT OF REVIEW

The COUNTY may review any and all of the Services performed by the CONTRACTOR under this Agreement at any reasonable time and at any location specified by the COUNTY.

16. DISCLOSURE POLICY

The CONTRACTOR, its subCONTRACTORS, employees, agents, representatives or associates shall disclose all public and private sector clients that may exist in the COUNTY at the time this Agreement is executed. In addition, the CONTRACTOR, any subCONTRACTORS, employees, agents, representatives or associates will be required for the duration of this Agreement to continue this disclosure if any changes should occur. Further, the CONTRACTOR, any subCONTRACTORS, employees, agents, representatives or associates shall disclose any conflict or potential conflict of interest as soon as it occurs.

17. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

18. ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, specialist, administrative personnel, technicians, and others performing Services under this Agreement for the CONTRACTOR shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering Services under this Agreement.

19. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers and engineers, technicians, and others of subcontractors performing Services under this Agreement shall be promptly reported in writing by the CONTRACTOR to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

20. NONDISCRIMINATION

As a condition of this Agreement, the CONTRACTOR covenants that the CONTRACTOR will take all necessary actions to ensure that in connection with any Services under this Agreement the CONTRACTOR any subCONTRACTORS, employees, agents, representatives or associates, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly, or through contractual or other arrangements. The CONTRACTOR shall keep and safeguard all records relating to this Agreement or Services performed hereunder for a minimum period of three (3) years from final Agreement payment with full access allowed to authorized representatives of the COUNTY upon request for purposes of evaluating compliance with this and other provisions of this Agreement.

21. NO ASSIGNMENT WITHOUT CONSENT

This Agreement provides for personal and/or professional Services, and the CONTRACTOR shall not assign this Agreement or any benefit thereof, in whole or in part, without the prior written consent of the COUNTY.

22. TERMINATION

The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, the Services at any time and for cause or without cause, upon a five (5) work day prior written notice to the CONTRACTOR specifying the nature and extent of the reduction. The CONTRACTOR shall invoice the COUNTY for all Services completed and shall be compensated in accordance with the terms and conditions of this Agreement for all Services performed by the CONTRACTOR prior to the date specified in such notice.

23. NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, unless and until either party is otherwise notified in writing by the other party. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for the COUNTY, to: Director of the County Department

If intended of the CONTRACTOR, to: _____

24. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, the CONTRACTOR is performing Services of the type performed prior to this Agreement, and the COUNTY and the CONTRACTOR by the execution of this Agreement do not change the independent status of the CONTRACTOR. No term or provision of this Agreement or act of the CONTRACTOR in the performance of this Agreement shall be construed as making the CONTRACTOR the employee of the COUNTY nor shall it imply any rights under tax exemption the COUNTY may enjoy.

25. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

26. VENUE

The obligations of the parties to this Agreement are performable in Rockdale County, Georgia, and if legal action is necessary to enforce same, exclusive venue shall lie in Rockdale County, Georgia.

27. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Code of General Ordinances and Resolutions of the COUNTY, as amended, and all applicable State and Federal Laws.

28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of GA.

29. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

31. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

32. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, except as otherwise provided in this Agreement, their assigns.

The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

33. NON-WAIVER AGREEMENT

Any failure by either party at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions.

34. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED this the _____ day of _____, 20____, by the COUNTY signing by and through its COUNTY Chairman, authorized to execute same by Board of Commissioners and by the CONTRACTOR, acting through its duly authorized officials.

ROCKDALE COUNTY, GEORGIA.

ATTEST: _____

Ex-Officio Clerk

By: _____ (SEAL)

Richard A. Oden, Chairman
Board of Commissioners

CONTRACTOR.

ATTEST: _____

Secretary or Assistant
Secretary

By: _____ (SEAL)

President or
Vice President

APPROVED AS TO FORM

ATTEST: _____

M.Qader A. Baig,
Rockdale County Attorney

Jennifer O. Rutledge, County Clerk

Sample Work Order

ID / IQ LOW VOLTAGE UNIT PRICE CONTRACT

Rockdale County Contract Number: C-2012-

Date: _____

Project Name: _____

Work Order No.: _____

Work Order Amount: \$ _____

SCOPE OF SERVICES:

Set forth in the attached scope for _____

SCHEDULE:

Time to complete performance of the Service is the date for completion.

COMPENSATION:

Owner's payment obligation under this Work Order is as follows:

The Firm Fixed Price for the Services is _____ Dollars (\$ _____).

The Estimated Cost for the Services is _____ Dollars (\$ _____). Applicable billing rates are set forth in the contract documents or as follows:

Labor Category (ies)

Rate

OTHER: {Insert info here}

By the signature below, the parties acknowledge that they shall be bound by the terms of this Work Order, including the attachments hereto, and that the undersigned are authorized to enter into this Work Order.

Rockdale County, Georgia

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Contractor.

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____