

ROCKDALE COUNTY, GEORGIA

March 20, 2019

STREET AND PARKING LOT CLEANING SERVICES

**INVITATION TO BID (ITB)
No. 19-06**



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 MILSTEAD AVENUE
CONYERS, GA 30012
770-278-7553**

STREET AND PARKING LOT CLEANING SERVICES

INVITATION TO BID (ITB)

No. 19-06

TABLE OF CONTENTS:

Introduction	3
Purchasing Contact.....	3
Bid Copies for Evaluation.....	3
Contract Term	3
Bid Due Date / Bid Opening Date	3
Pre-Bid Meeting	3
Questions and Clarifications	3
Addenda	4
Qualifications of Bidders	4
Silence of Specifications	4
Option to Audit	4
Tort Immunity	4
Proprietary Information.....	4
Quantities	5
Selection Process / Award of Contract	5
Insurance	5
Bonds	6
Permits	6
Illegal Immigration Reform and Enforcement Act of 2011	6
Energy Efficient, Recycling, and Waste Reduction Purchasing Policy	6
General Information	7
Standard Instructions	8
Bid Specifications for ITB No. 19-06.....	9
Bid Form.....	10
Bid Item Table.....	11
Affidavit Forms	12-17
Attachment #1: Sample Contract	18-20
Attachment #2: References.....	21-22
Attachment #3: Subcontractors	23
Attachment #4: Bidder's Checklist	24

INTRODUCTION:

This is an Invitation to Bid (ITB) to procure **Street and Parking Lot Cleaning Services**. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

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

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB 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 bidders receive the same information, bidders are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

BID COPIES FOR EVALUATION:

Three (3) hard copies and one (1) original hard copy and one (1) Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

CONTRACT TERM:

The contract will be effective for 12 months after award by the Board of Commissioners, but may be renewed for 2 additional 12-month terms (i.e. for a maximum total of 36 months). Please see the example contract in Attachment 1 of this ITB for more information.

BID DUE DATE / BID OPENING DATE:

Sealed bids will be received at the Rockdale County Finance Department, Purchasing Division, 958 Milstead Avenue, Conyers, GA 30012 until **2:00 P.M. local time, Thursday, April 11, 2019**. Bids will be opened and read aloud at this time. Bids received after this time will not be accepted.

PRE-BID MEETING:

There will not be a pre-bid meeting for this project.

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB 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, April 4, 2019**. It shall be the Bidders 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 ITB will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov under Finance Department, Purchasing/Procurement. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the bidder's responsibility to check the Rockdale County website at www.rockdalecountyga.gov under Finance Department, Purchasing/Procurement for any addenda that may be issued, prior to submitting a bid for this ITB.

QUALIFICATIONS OF BIDDERS:

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

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

Bidders shall submit three (3) references for comparable projects. The reference information shall include name of owner of the project, brief project description, location, contracted dollar amount, completed dollar amount, scheduled completion date, actual completion date, contact person's name, phone, fax, and e-mail.

SILENCE OF SPECIFICATIONS:

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

OPTION TO AUDIT:

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

TORT IMMUNITY:

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

PROPRIETARY INFORMATION:

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

QUANTITIES:

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

SELECTION PROCESS / AWARD OF CONTRACT:

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

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

INSURANCE:

The bidder shall maintain the following insurance in full force and effect during the contract term.

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability except Automobile	\$1,000,000.00 each occurrence
	\$1,000,000.00 aggregate
Property Damage Liability except Automobile	\$1,000,000.00 each occurrence
	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person
	\$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
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, the successful bidder shall deliver to the County a certificate or policy of insurance evidencing their compliance with this paragraph. The bidder shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale County, Georgia 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 are to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

BONDS:

Not applicable.

PERMITS:

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for this project as required by local, State, and Federal regulations. Rockdale County will waive fees for all permits issued by Rockdale County.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011:

Bidders responding to this ITB must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the ITB 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 bidder or their authorized agent.
- B. The form must be notarized.
- C. The bidder will be required to have all subcontractors and sub-subcontractors complete the appropriate affidavits and return them to the County a minimum of five (5) days prior to beginning any work. Format for this affidavit can be provided to the bidder if necessary.

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 under Finance Department, Purchasing/Procurement and scrolling down to the bottom of the page.

GENERAL INFORMATION:**RECEIPT OF BID:**

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

WITHDRAWAL OF BID:

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

REJECTION OF BID:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

GOVERNING LAWS:

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

ERRORS AND OMISSIONS:

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

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The ITB number **19-06** 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, warranty information shall be provided.
12. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.

BID SPECIFICATIONS FOR ITB No. 19-06

Project Name: Street and Parking Lot Cleaning Services

Scope of Work: As directed by the Project Manager, the Contractor shall clean streets and parking lots throughout Rockdale County, and provide proper disposal of all waste material. Up to 90 curb miles of streets will be cleaned four times annually (i.e. a maximum of 360 curb miles annually), and up to 50,000 square feet of parking lots will be cleaned once annually. Additionally, the following stipulations shall apply:

- A. The Contractor's unit prices shall be inclusive of all fees and expenditures of labor, equipment, fuel, and materials.
- B. Work shall not occur in residential areas between the hours of 8:00 PM and 8:00 AM, unless approved by the Project Manager.
- C. No additional payment will be made for the Contractor's travel to, from, or within the County. The Contractor may utilize public property (e.g. schools, parks) or private property for overnight or long-term staging of equipment and materials, but must provide the property owner's written authorization to the Project Manager beforehand. The Contractor shall be responsible for all coordination and costs associated with such arrangements.
- D. Street cleaning will generally be done on a quarterly basis, and shall be completed no later than December 15th of each year. Such work shall only be performed along curbed portions of roadway, not portions with roadside ditches.
- E. Parking lot cleaning shall be done as directed by the Project Manager, but shall be coordinated with street cleaning operations to minimize unnecessary travel.
- F. Sediment and debris shall be removed and disposed properly. The Contractor may utilize any legal landfill or appropriate disposal service.
- G. Pollution of drainage infrastructure and streams shall be avoided whenever possible.
- H. The Project Manager shall have the sole discretion over how the contract amount is allocated between unit items, using the Contractor's unit prices. No additional payment will be made for exceeding or falling short of the estimated quantities within the contract amount.
- I. The Project Manager shall have the sole discretion over which streets and parking lots are to be cleaned, and shall determine the general schedule of cleaning activities. Any changes to the list or schedule will be made at least 90 days in advance.
- J. The Project Manager shall be notified at least 5 business days before cleaning operations begin at a particular location.
- K. The Project Manager shall be notified immediately if any areas cannot be cleaned due to access problems (e.g. parked cars) or excessive buildup of sediment/debris.
- L. For inspection purposes, the Project Manager shall be notified in writing within 5 business days after completion of each cleaning cycle.
- M. Payment for each cleaning cycle will not be authorized until all work is complete, and proof of proper disposal has been submitted.
- N. Unless specifically directed otherwise in the contract documents, all work shall be performed according to industry standards, and shall comply with all local, State, and Federal regulations. In the event of conflict between these various requirements, the most stringent requirement shall take precedence.

Road List and Map: A copy of initial road list and map is attached to this ITB.

Bidders are strongly encouraged to visit the various project sites and carefully review the ITB and regulations before preparing a bid.

Additionally, prior to submitting a bid, bidders are strongly encouraged to use the Bidder's Checklist (Attachment 4) to ensure that all necessary documents have been completed and included.

BID FORM – ITB No. 19-06

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

Complete the Bid Item Table included in this ITB, and print the Total Bid Amount below.

Total Bid Amount = \$ _____

PART II: Addenda Acknowledgements (if applicable)

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

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

PART III: Bidder Information:

Business Name: _____

Address: _____

Representative's Name: _____

Representative's Title: _____

Telephone Number(s): _____

E-mail Address: _____

Representative's Signature: _____

Date Submitted: _____

BID ITEM TABLE – ITB No. 19-06

Instructions: Type or clearly print all prices.
 Any modifications to items, quantities, or units will result in rejection of the bid.
 Please see Scope of Work for more information.

Item #	Item Description	Approx. Quantity	Unit	Unit Price	Projected Price
1	Clean streets and provide disposal.	360	CURB MILE		
2	Clean parking lots and provide disposal.	50,000	SQUARE FOOT		
Subtotal					
Contingency				\$ 5000.00	
Total Bid Amount					

Representative's Signature: _____ Date: _____

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____)

County of _____)

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

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

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

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

(4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder 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 Bid;

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

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

(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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Bidder, 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 Bid 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.

Attachment 1
SAMPLE CONTRACT
(PAGE 1 OF 3)

AGREEMENT FOR THE
[SERVICE TYPE, NAME]

This Agreement entered into on this ____ day of _____, 2016, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the “County”) and [CONTRACTOR’S NAME], a [DESCRIPTION OF CONTRACTOR’S BUSINESS TYPE], whose address is [CONTRACTOR’S ADDRESS] (hereinafter referred to as “Contractor”).

WHEREAS, the County desires to engage the services of Contractor for [SERVICE TYPE, NAME]; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the [SERVICE TYPE, NAME] as described in the County’s Invitation to Bid (ITB) [ITB#] incorporated herein by reference, (hereinafter called “Services”), and Contractor’s bid dated [DATE], attached hereto and made a part hereof (hereinafter called “Bid”). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide the Services. The Services shall be performed at the direction of the County’s Project Manager and consistent with all Federal, State and Local laws.
2. The Contract Documents, Bid Documents, and Attachments are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Services in an acceptable manner, ready for use, or operation by the County.
3. Contractor shall provide the Services to the County according to the unit prices detailed in Contractor’s Bid, for a total annual cost that shall not exceed [CONTRACT AMOUNT]. Said total annual cost and unit prices shall remain valid and effective throughout the life of the contract, unless amended through a Change Order.
4. This Agreement is effective on the date and year first written above and shall continue for one (1) year unless terminated as provided in Section 5 of this Agreement. This Agreement may be extended for two (2) additional 1-year terms when agreed upon in writing by both parties.
5. In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

Attachment 1
SAMPLE CONTRACT
(PAGE 2 OF 3)

6. Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County, Georgia
Stormwater Utility
Attn: [PROJECT MANAGER]
P.O. Box 1495
Conyers, Georgia 30012

To the Contractor:

[COMPANY NAME]
Attn: [REPRESENTATIVE]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

7. The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.
8. Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.
9. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.
10. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
11. Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.
12. The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.
13. This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

**Attachment 1
SAMPLE CONTRACT
(PAGE 3 OF 3)**

- 14. This Agreement shall be binding upon the Contractor and its successors and permitted assigns.
- 15. The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.
- 16. This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

[CONTRACTOR'S NAME]

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: _____

By: _____
Richard A. Oden, Chairman & CEO

Name: _____

Title: _____

Attest:

Witness:

By: _____
Jennifer Rutledge, County Clerk

By: _____

Approved as to Form:

By: _____
M. Qader A. Baig, County Attorney

**Attachment 2
REFERENCES**

Instructions: Type or clearly print all information.

Reference #1

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #2

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Representative's Signature: _____ Date: _____

**Attachment 2
REFERENCES**

Instructions: Type or clearly print all information.

Reference #3

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Representative's Signature: _____ Date: _____

**Attachment 3
SUBCONTRACTORS**

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: _____ Date: _____

Attachment 4 BIDDER'S CHECKLIST

_____ **FOUR HARDCOPIES (one original, three photocopies) and ONE COMPACT DISC (containing a copy in Adobe PDF format) of the following documents; all documents shall be fully completed, signed, and dated:**

- _____ **Bid Form (See Page 10)**
- _____ **Bid Item Table (See Page 11)**
- _____ **Attachment # 2 – References (See Pages 21-22)**
- _____ **Attachment # 3 – Subcontractors (See Page 23)**
- _____ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- _____ **All Applicable Affidavit Forms (See Pages 12-17)**
- _____ **Proof of Business License**

The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be listed on the checklist.