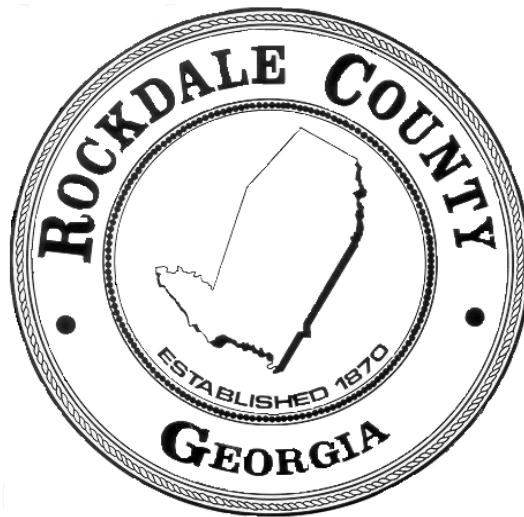


ROCKDALE COUNTY, GEORGIA

March 9, 2023

Pond Maintenance Services for Stormwater

**INVITATION TO BID
No. 23-01**



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

INTRODUCTION:

This is an Invitation to Bid (ITB) for **Pond Maintenance Services for Stormwater** in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

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

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Shadawna Pacley, at Shadawna.Pacley2@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Shadawna Pacley
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax (770) 278-8910
E-mail: Shadawna.Pacley2@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:

Two (2) hard copies, one (1) original hard copy, and one (1) USB 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.

All bid materials must be completed and enclosed in a sealed envelope prior to submittal. The ITB number must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

CONTRACT TERM:

The Contract Term will be (1) year and will auto renew (2) additional one-year terms, unless cancelled in writing 30 days before the end of current term.

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, March 9, 2023**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

PRE-BID CONFERENCE:

There will not be a Pre-Bid Conference for this Bid; however, we do encourage that you visit the sites listed on page 14 before submitting a Bid.

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to Shadawna.Pacley2@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, March 2, 2023**. 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 Bid Opportunities. 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 Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.

QUALIFICATIONS OF OFFERORS:

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

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

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

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County's will provide the "Selection Package" at the time of the Selection Announcement (also referred to as the Announcement of Entering into Negotiations). The "Selection Package" will include the scores of phases for all firms who responded and will typically be provided as a PDF file and e-mailed.

SILIENCE OF SPECIFICATIONS

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

OPTION TO AUDIT

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

TORT IMMUNITY:

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

SUBMITTAL COST AND CONFIDENTIALITY

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

AWARD OF CONTRACT:

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

SELECTION PROCESS:

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

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

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

INSURANCE:

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:

<u>Coverages:</u>	<u>Limits of Liability:</u>
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	

(If hazardous substances are involved)

Contractor's Pollution Liability (with 1-year extended reporting period)	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

Environmental Impairment Liability (with 1-year extended reporting period)	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

Professional Liability/General Liability	\$1,000,000.00
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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 must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012

PERMITS:

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

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this 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 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.

PIGGYBACKING

Rockdale County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

OPEN RECORDS

The contents of the bids will not be made public until after an award and contract has been executed.

GENERAL INFORMATION:

RECEIPT OF BID:

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

WITHDRAWAL OF BID:

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

REJECTION OF BID:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

GOVERNING LAWS:

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

ERRORS AND OMISSIONS:

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

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 23-01** 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, Emailed 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 #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidders shall state delivery time after receiving order.
14. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.

MINIMUM SPECIFICATIONS

SCOPE OF WORK

Section 1. Rockdale County Stormwater Management

This scope of work is for spraying for aquatic weeds and installation and repairs of surface aerators of stormwater retention facilities (ponds) in Rockdale County Stormwater Management. The ponds sprayed and repaired/maintained are retention ponds (designed to permanently hold water), or lakes.

The price schedule listed below can be considered standalone line items and awarded to a separate qualified vendor.

I. Spraying

Spray the pond with approved herbicide listed in the bid schedule below. Herbicide should be applied in such a way to not destroy wildlife or fish located in or around the pond and should be applied in separate treatments for application.

II. Installation or repairs needed for surface or deep-water aerators

Many Rockdale County ponds/lakes have surface aerators or deep-water aerators installed. The pond maintenance/repairs to the aerators includes the following: replacement of light bulbs, installation of Aquamaster fountain, and the cleaning of Aquamaster fountains. The expectation is to complete the repair or maintenance correctly and efficiently.

Section 2. Rockdale County Stormwater Management

This scope of work is for the cutting, cleaning, spraying and repair/maintenance of stormwater detention facilities (ponds) in Rockdale County. The ponds to be cut, cleaned, sprayed, and repaired/maintained are either detention (not designed to permanently hold water) or retention ponds (designed to permanently hold water).

I. Cutting and Cleaning

A. Cutting

1. For all cutting, grass and unwanted vegetation must be cut to between 6 and 8 inches tall and the clippings/trimmings must be removed from the pond and properly disposed of.
2. If the pond is a detention pond the entire pond within the boundary of the pond should be cut and cleaned.
3. If a detention pond is holding water and the water has not infiltrated the ground, evaporated, or flowed out of the pond, the smaller area between the boundary of the pond and the boundary of the pool of water should be cut and cleaned.
4. If the pond is a retention pond the smaller area between the boundary of the pond and the boundary of the water retention area should be cut and cleaned.
5. The 10' buffer area around the pond should also be cut and cleaned. The 10' feet begins from the fence if there is a fence, otherwise it begins from the boundary of the pond.

However, if the 10' buffer extends into the homeowner's yard, the buffer should end at the edge of the homeowner's yard. The cutting and cleaning of the buffer includes, but is not limited to, removing all vegetation from the fence, cutting grass, shrubs and bushes, cutting small trees, and removing all debris.

6. If the pond has a fence, all vegetation should be removed from the fence.

B. Trees

1. All trees in the pond should be cut down to the ground. The remaining stump should be treated to prevent re-growth. The limbs, branches and mulch from the trees should be removed from the pond.
2. For ponds located within Rockdale County property, any tree over 4" in caliper will be removed.

C. Cleaning

1. All leaves, brush, sticks, bushes, vines, briars, unwanted vegetation (such as invasive and nuisance species), logs, branches, trash, and dead vegetation must be removed from the pond and the 10' buffer around the pond. The yard debris should be properly disposed of. This includes any of the aforementioned items that were in the pond prior to the Contractor beginning their work.
2. All accumulated trash and debris must be removed from all areas of the pond including the 10' buffer around the fence or perimeter of the pond, the base, side slopes or embankment, top of the slope or embankment, trash rack, retrofit and openings of the inlet and outlet structures. This includes any trash and debris that was in the pond prior to the Contractor beginning their work.

II. Finishing

- A. Repair bare or eroded areas by applying seed and straw to said areas.
- B. Landscape, seed, and straw in and around the pond as needed.

III. Spraying

- A. Spray the pond with approved herbicide.
- B. If the pond is a detention pond the entire pond within the pond boundary should be sprayed.
- C. If the pond is a retention pond the entire pond between the boundary of the pond and the boundary of the water retention area should be sprayed.
- D. Spraying should be six (6) or more days after the pond is cut and not before.
- E. The 10' buffer area around the pond should also be sprayed. The 10' feet begins from the fence if there is a fence, otherwise it begins from the estimated edge of the pond. However, if the 10' buffer extends into the homeowner's backyard, the buffer should end at the edge of the homeowner's backyard.

IV. Pond Maintenance and/or Repair

Rockdale County ponds often require maintenance and/or repair above and beyond cutting and cleaning. The expectation is to complete the repair or maintenance correctly and efficiently. The pond repair/maintenance schedule lists the various types of maintenance normally required.

Repairs to the stormwater structure in the pond may include, but are not limited to, the following:

- A. Lid adjustment or replacement.
- B. Grout inside the structure.
- C. Invert the bottom of the control structure.
- D. Backfill a structure or area.
 - Backfill around a structure or in an area in the pond that needs additional dirt.
- E. Seal a structure.
- F. Flush stormwater structure to remove sediment or debris.
 - Use equipment to remove sediment or debris from a structure such as a control structure, pipe, flume, drop inlet, etc.
- G. Hand clean a structure to remove sediment or debris.
 - In ponds where equipment is difficult to get in, use hand tools to remove sediment or debris from a structure such as a control structure, pipe, flume, drop inlet, etc.
- H. Install a rock apron at location determined by the County.
- I. Reset the structure.
 - An example is a headwall that is separated from the pipe.
- J. Install flex liner.
- K. Replace stone retaining wall with stone.
- L. Fence repair – remove existing damaged section(s) of the fence and replace with matching fencing.
- M. Fence replacement – remove the entire fence and replace with new fencing.

V. Property Damage

Ensure that there is no damage to the property, driveway, physical building, walkway, grass, or landscaping. If there is damage the damaged area or piece must be replaced with the same type of material or better, at the Contractor's expense. The Contractor must contact Rockdale County Stormwater Management if help is needed determining the best way to access the pond.

VI. Photos

Take a minimum of five (5) photos before work begins and a minimum of five (5) photos of the pond after the work is completed. The after photos must be from the same vantage point as the before photos. A photo of the ponds tag is not included in the county of five photos.

VII. Hours of operation

- A. Pond maintenance can be performed between the hours of 7:01 am to 9:00 pm on weekdays, and 9:01 am to 9:00 pm on weekends for ponds located on residential or Rockdale County property.

- B. Pond maintenance can be performed between the hours of 7:01 am to 4:00 pm on weekdays for SW MANAGEMENT. Any work on the weekends needs to be approved by SW MANAGEMENT.
- C. Follow all the guidelines written in the Rockdale County Municipal Code, Chapter 42 Environment Article I Section 42-1. NOISES PROHIBITED. Section (h), which is below, but it is your responsibility to be familiar with any other sections that apply.

(h) Construction and utility work. It shall be unlawful for any person to engage in construction or utility work within a residentially zoned area between the hours of 10:00 p.m. and 7:00 a.m. during the week (Monday morning through Friday night), and between the hours of 10:00 p.m. and 9:00 a.m. on weekends (Saturday morning through Sunday night). It shall not be a violation of this section:(1)To take action made necessary by an emergency to secure property damaged by calamity, to restore or deliver essential utility services including, but not limited to, repairing water, gas, electric, telephone or sewerage services, removing fallen trees or other debris from public rights-of-way, or abating life-threatening conditions; or(2)If, during a time when construction and utility work would otherwise be prohibited, the noise generated by such work is not plainly audible beyond the property line of the property from which the sound is originating.

VIII. Payment Process

- A. A purchase order (PO) will be issued for each pond to be cut, cleaned, sprayed, or cut. Services on the pond can begin once the purchase order is received. Any work done without a PO is not guaranteed payment.
- B. Upon completion of the work, an email should be sent to the R&D contact requesting verification that the work was completed correctly and according to the scope. Provide five (5) before and five (5) after photos for each pond to be verified. The photos must accompany the verification request. The delivery method for the photos will be outlined during the mandatory pre-work meeting. A request for verification cannot be submitted verbally.
- C. R&D will provide feedback on the compliance of each pond. If the pond is not compliant the vendor is expected to perform the necessary, work to bring the pond into compliance. Once the pond is approved R&D will send that approval via email. A pond cannot be officially approved verbally.
- D. Once the pond is approved, the vendor should submit their invoice for the purchase order amount. The invoice will not be paid without the approval of the R&D contact. It is the responsibility of the vendor to ensure the R&D contact has the invoice.

Section 3. ROCKDALE COUNTY POND TIER SYSTEM

Rockdale County will employ a tiered system for the cutting and cleaning of detention and retention ponds. The tiers apply for detention and retention ponds of all sizes. The tiers will be determined by the County and will be noted on the pond list that is given to the Contractor. The tiers and descriptions follow. There will be a mandatory field visit to see examples of the pond tiers.

- Tier 1** A pond in this tier has a minimal amount of growth of grass, brush, and shrubs up to a medium amount of overgrowth of grass, brush, and shrubs. The pond may have small trees (10" or less in diameter) that should be cut and hauled away. All vegetation should be cut. All trees should be cut and hauled away. The trees must be cut to ground level and the stump(s) treated to prevent regrowth.
- Tier 2** A pond in this tier has more than a medium amount of growth of grass, brush, and shrubs up to a large amount of overgrowth of grass, brush, and shrubs. The pond may have small and medium trees (18" or less in diameter) that should be cut and hauled away. All vegetation should be cut. All trees should be cut and hauled away. The trees must be cut to ground level and the stump(s) treated to prevent regrowth.
- Tier 3** A pond in this tier has a large overgrowth of grass, brush, shrubs, and/or the pond at least one tree over 18" in diameter that should be cut and hauled away. Additionally, the pond is less than 50% filled with trees All vegetation should be cut. All trees should be cut and hauled away. The trees must be cut to ground level and the stump(s) treated to prevent regrowth.

- Tier 4** A pond in this tier 50% or more filled with trees of varying sizes. The pond may also have some grass, brush, leaves, or shrubs. All vegetation should be cut. All trees should be cut and hauled away. The trees must be cut to ground level and the stump(s) treated to prevent regrowth.
- Tier 5** A pond in this tier has a **medium to large** area, relative to the size of the pond, that is holding water. The smaller area between the boundary of the pond and the boundary of the pool of water has a minimal amount of growth of grass, brush, and shrubs up to a medium amount of overgrowth of grass, brush, and shrubs. The smaller area may have small trees (10" or less in diameter) that should be cut and hauled away. In the smaller area between the boundary of the pond and the boundary of the pool of water all vegetation should be cut, and all trees should be cut and hauled away. The trees must be cut to ground level and the stump(s) treated to prevent regrowth.
- Tier 6** A pond in this tier has a **medium to large** area, relative to the size of the pond, that is holding water. The smaller area between the boundary of the pond and the boundary of the pool of water has a medium amount of growth of grass, brush, and shrubs up to a large amount of growth of grass, brush, and shrubs and may have small and medium trees (18" or less in diameter) that should be cut and hauled away. In the smaller area between the boundary of the pond and the boundary of the pool of water all vegetation should be cut, and all trees should be cut and hauled away. The trees must be cut to ground level and the stump(s) treated to prevent regrowth
- Tier 7** A pond in this tier has a **large** area, relative to the size of the pond, that is holding water. The smaller area between the boundary of the pond and the boundary of the pool of water has a large amount of overgrowth of grass, brush and shrubs and trees (including trees over 18" in diameter) that should be cut and hauled away. In the smaller area between the boundary of the pond and the boundary of the pool of water all vegetation should be cut, and all trees should be cut and hauled away. The trees must be cut to ground level and the stump(s) treated to prevent regrowth.

Contractor Requirements:

1. To measure the diameter of a tree, measure four- and one-half linear feet (4.5') from the ground and use a tape measure to capture the number of inches around the tree at that point. If the tree splits before this point, the two separate trunks are measured as such. If a branch occurs at this height, take the diameter a foot below the branch. If the tree is leaning, measure 4.5' up the side of the trunk in the direction of the lean. For trees growing on a slope, measure 4.5 feet from the upper side of the slope.
2. The contractor must cut all trees so that the stump is level with the surrounding ground.
3. The contractor must apply herbicide to the stumps of cut trees to prevent regrowth. Holes must be drilled, or deep slashes cut in the stump prior to application of the herbicide.
4. The contractor must remove all limbs, branches or other yard debris created from cutting trees, bushes, vines, etc., including any of the aforementioned items that were in the pond prior to their work beginning.
5. The contractor must cut, clean, and spray the 5' buffer around the pond. The 5' feet begin from the fence if there is a fence, otherwise it begins from the estimated edge of the pond. However, if the 5' buffer extends into the homeowner's backyard, the buffer should end at the edge of the homeowner's backyard.

[END OF MINIMUM SPECIFICATIONS]

**PRICE SCHEDULE
FOR
Rockdale County Stormwater Management**

POND CUT AND CLEAN SCHEDULE WITH HERBICIDE				
ITEM NO.	SERVICES	UNIT	UNIT PRICE	AMOUNT
1.	Cutrine Plus herbicide	Per Gallon	\$	\$
2.	Triclopyr herbicide	Per Gallon	\$	\$
3.	2-4-D aquatic herbicide	Per Gallon	\$	\$
4.	Diquat aquatic herbicide	Per Gallon	\$	\$
5.	Installation of Aquamaster 1HP Masters Series Fountain Replacement (include shipping)	Each	\$	\$
6.	Replacement of light bulbs on Aquamaster master series fountain	Per hour	\$	\$
7.	Installation of underwater cable with ALC Connector	Per Ft	\$	\$
8.	Application of herbicide from shore	Each	\$	\$
9.	Cleaning of surface aerator	Per Hour	\$	\$
TOTAL ANNUAL AMOUNT			\$	

NOTES TO BIDDER:

Note 1: For SW MANAGEMENT, coordination must be made with the department prior to any herbicide applications.

Note 2: Bidder enter herbicide information:

(Manufacturer's Name)

(Product Name)

**PRICE SCHEDULE
FOR
Rockdale County Stormwater Management**

TIER 1 POND CUT AND CLEAN SCHEDULE				
ITEM No.	SERVICES	UNIT	UNIT PRICE	AMOUNT
1.	Cut vegetation and clean a tier 1 pond less than or equal to ½ acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
2.	Cut vegetation and clean a tier 1 pond greater than ½ acre and less than or equal to 1 acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
3.	Cut vegetation and clean a tier 1 pond greater than 1 acre and less than or equal to 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
4.	Cut vegetation and clean a tier 1 pond greater than 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
5.	Cut vegetation on and clean County dam.	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	
TIER 2 POND CUT AND CLEAN SCHEDULE				
ITEM No.	SERVICES	UNIT	UNIT PRICE	AMOUNT
6.	Cut vegetation and clean a tier 2 pond less than or equal to ½ acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
7.	Cut vegetation and clean a tier 2 pond greater than ½ acre and less than or equal to 1 acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
8.	Cut vegetation and clean in a tier 2 pond greater than 1 acre and less than or equal to 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
9.	Cut vegetation and clean a tier 2 pond greater than 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	

TIER 3 POND CUT AND CLEAN SCHEDULE

ITEM No.	SERVICES	UNIT	UNIT PRICE	AMOUNT
10.	Cut vegetation and clean a tier 3 pond less than or equal to ½ acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
11.	Cut vegetation and clean a tier 3 pond greater than ½ acre and less than or equal to 1 acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
12.	Cut vegetation and clean a tier 3 pond greater than 1 acre and less than or equal to 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
13.	Cut vegetation and clean a tier 3 pond greater than 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	

TIER 4 POND CUT AND CLEAN SCHEDULE

ITEM No.	SERVICES	UNIT	UNIT PRICE	AMOUNT
14.	Cut vegetation and clean a tier 4 pond less than or equal to ½ acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
15.	Cut vegetation and clean a tier 4 pond greater than ½ acre and less than or equal to 1 acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
16.	Cut vegetation and clean a tier 4 pond greater than 1 acre and less than or equal to 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
17.	Cut vegetation and clean in a tier 4 pond greater than 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	

TIER 5 POND CUT AND CLEAN SCHEDULE

ITEM No.	SERVICES	UNIT	UNIT PRICE	AMOUNT
18.	Cut vegetation and clean a tier 4 pond less than or equal to ½ acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
19.	Cut vegetation and clean a tier 4 pond greater than ½ acre and less than or equal to 1 acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
20.	Cut vegetation and clean a tier 4 pond greater than 1 acre and less than or equal to 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
21.	Cut vegetation and clean in a tier 4 pond greater than 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	

TIER 6 POND CUT AND CLEAN SCHEDULE

ITEM No.	SERVICES	UNIT	UNIT PRICE	AMOUNT
22.	Cut vegetation and clean a tier 4 pond less than or equal to ½ acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
23.	Cut vegetation and clean a tier 4 pond greater than ½ acre and less than or equal to 1 acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
24.	Cut vegetation and clean a tier 4 pond greater than 1 acre and less than or equal to 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
25.	Cut vegetation and clean in a tier 4 pond greater than 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	

TIER 7 POND CUT AND CLEAN SCHEDULE

ITEM No.	SERVICES	UNIT	UNIT PRICE	AMOUNT
26.	Cut vegetation and clean a tier 4 pond less than or equal to ½ acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
27.	Cut vegetation and clean a tier 4 pond greater than ½ acre and less than or equal to 1 acre in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
28.	Cut vegetation and clean a tier 4 pond greater than 1 acre and less than or equal to 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
29.	Cut vegetation and clean in a tier 4 pond greater than 2 acres in size and cut and clean the 5' buffer around the pond.	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	

NOTES FOR TIERS 1-7: POND CUT AND CLEAN SCHEDULES

- NOTE 1:** Contractor shall furnish all insurance, materials, supplies, equipment, apparatus, service, tools, supervision, labor, technical knowledge, skills, and all things necessary to provide POND MAINTENANCE SERVICES for Rockdale County Stormwater ponds.
- NOTE 2:** Items 1 through 29 described in the tiers include materials, labor, trip charge, profit, landfill fees and all other associated costs incurred by the contractor.
- NOTE 3:** County contacts for this project are the Rockdale SW Deputy Director. He can be reached by calling (770) 278-7155.
- NOTE 4:** County will determine the tiers for all ponds; see Page 24 titled 'ROCKDALE COUNTY POND TIER SYSTEM' for details.
- NOTE 5:** Cleaning includes the removal of all types of trash and debris, including, but not limited to, yard debris such as leaves, tree limbs, logs, twigs, tires, papers, bottles, tires, etc. and includes anything in the pond prior to work beginning the maintenance work.

RETENTION POND AND LAKE CUT AND CLEAN SCHEDULE

ITEM NO.	SERVICES	UNIT	UNIT PRICE	AMOUNT
30.	Cut vegetation and clean the 5' buffer around a retention pond or lake that is less than or equal to ½ acre in size.	Each	\$	\$
31.	Cut vegetation and clean the 5' buffer around a retention pond or lake that is greater than ½ acre and less than or equal to 1 acre in size.	Each	\$	\$
32.	Cut vegetation and clean the 5' buffer around a retention pond or lake that is greater than 1 acre and less than or equal to 2 acres in size.	Each	\$	\$
33.	Cut vegetation and clean the 5' buffer around a retention pond or lake that is greater than 2 acres in size.	Each	\$	\$

TOTAL ANNUAL AMOUNT

\$

NOTES FOR RETENTION POND AND LAKE CUT AND CLEAN SCHEDULE

- NOTE 1:** Contractor shall furnish all insurance, materials, supplies, equipment, apparatus, service, tools, supervision, labor, technical knowledge, skills, and all things necessary to provide POND MAINTENANCE SERVICES for Rockdale County Stormwater ponds.
- NOTE 2:** Items 30 through 33 described in the Retention Pond and Lake Cut and Clean Schedule include materials, labor, trip charge, profit, landfill fees, and all other associated costs incurred by the contractor.
- NOTE 3:** County contacts for this project are the Rockdale SW Deputy Director. He can be reached by calling (770) 278-7155.
- NOTE 4:** Cleaning includes the removal of all types of trash and debris, including, but not limited to, yard debris such as leaves, tree limbs, logs, twigs, tires, papers, etc.

POND HERBICIDE APPLICATION SCHEDULE

ITEM NO.	SERVICES	UNIT	UNIT PRICE	AMOUNT
34.	Apply herbicide in a pond that is less than or equal to ½ acre in size and in the 5' buffer around the pond.	Each	\$	\$
35.	Apply herbicide in a pond that is greater than ½ acre and less than or equal to 1 acre in size and in the 5' buffer roundhand.	Each	\$	\$
36.	Apply herbicide in a pond that is greater than 1 acre and less than or equal to 2 acres in size and in the 5' buffer around the pond.	Each	\$	\$
37.	Apply herbicide in a pond that is greater than 2 acres in size and in the 5' buffer around the pond.	Each	\$	\$
38.	Apply herbicide to County dam.	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	

NOTES FOR POND HERBICIDE APPLICATION SCHEDULE

NOTE 1: Contractor shall furnish all insurance, materials, supplies, equipment, apparatus, service, tools, supervision, labor, technical knowledge, skills, and all things necessary to provide POND MAINTENANCE SERVICES for Rockdale County Stormwater ponds.

NOTE 2: Bidder can use one of the following herbicides Cutrine Plus herbicide, Triclopyr herbicide, or 2-4-D herbicide sprayed as appropriate for the size of the pond.

NOTE 3: Bidder shall wait a minimum of five (5) days after the pond has been cut before applying the approved herbicide.

NOTE 4: The Prime Contractor and any Subcontractors must show proof of the following current licenses issued by the Georgia Department of Agriculture and copies of same **MUST** be included with the bid. If the Sub- Contractor does not have the three required licenses they must be supervised by the Prime Contractor. The Prime Contractor and any Sub-Contractors must also provide references that show they perform this specific type of service.

1. **Pesticide Contractor License.**
2. **License No. 24 – Ornamental and Turf Pesticide Control.**
3. **License No. 26 – Aquatic Pesticide Control.**

NOTE 5: The quotes for items 34 through 38 described in the Pond Herbicide Application Schedule include materials, labor, trip charge; profit, and all other associated costs incurred by the contractor.

NOTE 6: **Bidder enter herbicide information:**

(Manufacturer's Name)

(Product Name)

NOTE 7: _____

POND REPAIR/MAINTENANCE SCHEDULE

ITEM NO.	SERVICES	UNIT	UNIT PRICE	AMOUNT
39.	Re-establish flow line from outlet structure to inlet structure.	Per 10 feet	\$	\$
40.	Remove trash and debris from pond.	Per 50 -gallon trash bag	\$	\$
41.	Repair/ replace wooden fencing.	Per 1 foot	\$	\$
42.	Repair/ replace chain link fencing.	Per 1foot	\$	\$
43.	Prepare the ground and apply seed and straw to bare areas in the pond.	Per Sq. Yd.	\$	\$
44.	Line 10' of ditch with large surge stone and filter cloth.	Per 10 ft.	\$	\$
45.	Install trash rack in front of the stormwater structure	Each	\$	\$
46.	Repair stormwater drainage structure	Each	\$	\$
47.	Lid Adjustment	Each	\$	\$
48.	Lid replacement	Each	\$	\$
49.	Grout inside the structure	Each	\$	\$
50.	Invert the bottom of the control structure	Each	\$	\$
51.	Backfill a structure or area	Each	\$	\$
52.	Seal a structure	Each	\$	\$
53.	Flush stormwater structure to remove sediment or debris	Each	\$	\$
54.	Hand clean a structure to remove sediment or debris	Each	\$	\$
55.	Install a rock apron at location determined by the County	Each	\$	\$
56.	Reset the structure	Each	\$	\$
57.	Install flex liner	Per ft.	\$	\$
58.	Replace stone retaining wall with stone	Per sq. ft.	\$	\$
59.	Install/ Replace riprap in or around a stormwater drainage structure	Each	\$	\$
TOTAL ANNUAL AMOUNT			\$	

NOTES FOR POND REPAIR/ MAINTENANCE SCHEDULE

- NOTE 1:** Contractor shall furnish all insurance, materials, supplies, equipment, apparatus, service, tools, supervision, labor, technical knowledge, skills, and all things necessary to provide POND MAINTENANCE SERVICES for Rockdale County Stormwater ponds.
- NOTE 2:** Items 39 through 59 described in the Pond Repair/ Maintenance Schedule include material, labor, trip charge, profit, landfill fees and all other associated costs incurred by the contractor.
- NOTE 3:** County contacts for this project are the Rockdale SW Deputy Director. He can be reached by calling (770) 278-7155.
- NOTE 4:** All measurements in feet are linear feet.
- NOTE 5:** There may be repairs that are needed that are not listed on the bid schedule. For those repairs the County can request a quote from the bidder and other providers for those services. The county is not required to accept the bid of the contracted vendor.
- NOTE 6:** Item #40- Remove all types of trash and debris, including, but not limited to, yard debris such as leaves, tree limbs, logs, twigs, tires, papers, etc.
- NOTE 7:** Item #40 -This item is for ponds that only need cleaning and do not need cutting.
- NOTE 8:** Item #47 -The installation/replacement may be rip-rap along a ditch for a distance determined by R&D.
- NOTE 9:** Repair/maintenance work is not guaranteed.

BID FORM – ITB No. 23-01

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

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

1.	Pond Cut and Clean Schedule with Herbicide – Annual Amount	\$
2.	Tier 1 Pond Cut and Clean Schedule – Annual Amount	\$
3.	Tier 2 Pond Cut and Clean Schedule – Annual Amount	\$
4.	Tier 3 Pond Cut and Clean Schedule – Annual Amount	\$
5.	Tier 4 Pond Cut and Clean Schedule – Annual Amount	\$
6.	Tier 5 Pond Cut and Clean Schedule – Annual Amount	\$
7.	Tier 6 Pond Cut and Clean Schedule – Annual Amount	\$
8.	Tier 7 Pond Cut and Clean Schedule – Annual Amount	\$
9.	Retention Pond and Lake Cut and Clean Schedule – Annual Amount	\$
10.	Pond Herbicide Application Schedule – Annual Amount	\$
11.	Pond Repair/Maintenance Schedule – Annual Amount	\$

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:

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

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

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

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

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

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

(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 ITB in connection with the Contract for which the attached ITB 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 ITB 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 ITB 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 _____, 202__

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 ITB;

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

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

(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 ITB in connection with the Contract for which the attached ITB 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 ITB 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 ITB 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 _____, 202__.

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 _____, ____, 202__ 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 _____, 202__.

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 _____, ____, 202__ 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 _____, 202__.

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 _____, ____, 202__ 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 _____, 202__.

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 _____, 202__.

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:

Reference/Project #1:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Reference/Project #2:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Reference/Project #3:

Name and Address:

Date of Construction/Project: _____

Type of Construction/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:

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: _____

BIDDER'S CHECKLIST

_____ **Bid Bond in the Amount of 5% of the Total Bid Amount**

Note: Performance Bond, Payment Bond, and Proof of Insurance coverage are required after contract award.

_____ **THREE (3) HARDCOPIES (one original, two photocopies) and ONE (1) FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

- _____ **Bid Form (See Pages 23-24)**
- _____ **All Applicable Affidavit Forms (See Pages 25-30)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 31-35)**
- _____ **Subcontractors (See Page 36)**
- _____ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- _____ **Proof of Business License**
- _____ **Proof of Georgia General Contractor or Utility Contractor License**
- _____ **Proof of GDOT Prequalification**

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 shown on the checklist, if applicable.