

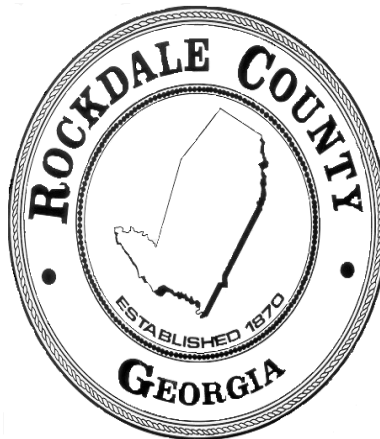
**INVITATION TO BID**

**#15-17**

**ROCKDALE COUNTY, GEORGIA**

**April 15, 2015**

**TURF CARE SERVICES**



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

**INTRODUCTION:**

This is an Invitation to Bid for Turf Care Services 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 invitation and all questions arising subsequent to award are to be addressed to the Procurement Officer at the following address:

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

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

**BID COPIES FOR EVALUATION:**

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

**CONTRACT TERM:**

One year with the option to renew two (2) additional one year terms, renewable each year.

**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, May 7, 2015**. Bids received after this time will not be accepted.

**PRE-BID CONFERENCE:**

N/A

**QUESTIONS AND CLARIFICATIONS:**

You should submit your questions and/or requests for clarifications about this Bid Request no later than 2:00 p.m., local time, Thursday, April 30, 2015. Written responses from the County to the questions it receives will be issued in an addendum. Any questions and/or misunderstandings that may arise from this ITB must be submitted in writing and forwarded to the Purchasing Department at the above address or by email. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Any contractor who intends to submit a Bid is required to attend this meeting.

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

**ADDENDA:**

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

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

**ESCALATION CLAUSE:**

During the life of the contract, if the successful bidder requests a price increase, the successful bidder shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g. factory) increases, as and if prices are changed. Furnish also a list of his/her supplier's (e.g. factory) prices that had been in effect during bidder's earlier prices; so that County can see the difference. Price change will be in effect only after receipt and approval of one copy of these price lists, (or catalogs), by the Rockdale County Purchasing Department. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) are to be submitted to Purchasing Department, P.O. Box 289, Conyers, GA 30012. All price increases will require Board of Commissioners approval as a change order to the contract.

**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.

**SILENCE OF SPECIFICATIONS**

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

**OPTION TO AUDIT**

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

**TORT IMMUNITY:**

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

**PROPRIETARY INFORMATION:**

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

**AWARD OF CONTRACT:**

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

**QUANTITIES:**

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

**SELECTION PROCESS:**

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

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

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

**INSURANCE:**

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

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
Professional Liability/General Liability	\$1,000,000.00

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

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

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

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

**BONDS:**

N/A

**PERMITS:**

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

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

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

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

**LOCAL VENDOR PREFERENCE POLICY**

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

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

**GENERAL INFORMATION:****RECEIPT OF BID:**

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

**WITHDRAWAL OF BID:**

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

**REJECTION OF BID:**

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

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

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

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

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

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

**GOVERNING LAWS:**

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

**ERRORS AND OMISSIONS:**

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



**STANDARD INSTRUCTIONS:**

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following ITB number, **15-17** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Telegraphic or Facsimile bids will not be accepted.
10. 1No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.  
Federal I.D. #58-6000882  
Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidders shall state delivery time after receiving order.
14. Bidders shall identify any subcontractors, and include an explanation of the service or product that they may provide.

**BID SPECIFICATIONS:**

The specifications are as follows and on the attached pages:

**General:**

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

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

List any options and the cost for the options separately.

Warranty information must be provided with the submittal of bid.

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

**Technical:**

The attached specifications that are listed are "desired" specifications based on the current product knowledge of Rockdale County. The purpose of this Bid Request is to review and evaluate other similar alternatives that could meet the County's needs. Any reference to a particular vendor or their product specifications is for descriptive purposes only and will not alter the competitiveness of this Bid Request.

**Scope of Work:**

Rockdale County is requesting bids from qualified grounds maintenance companies interested in contracting for the Rockdale County Recreation and Maintenance Department to provide turf care services. The work specified in this Request for Proposal (RFP) consists of scheduled pre-emergent weed control and fertilizing with insect, disease and post-emergent weed control as needed.

*Three of the most important requirements of this contract are supervision, qualifications and safety to perform a contract with such specialized needs.*

Services shall include but not be limited to scheduled pre-emergent weed control and fertilizing with insect, disease and post-emergent weed control as needed. No deviations will be permitted, unless special circumstances are granted by the County. The award decision will be based on the "best value" to the County.

Each proposer is required, before submitting their proposal, to carefully examine the requirements and specifications and to completely familiarize themselves with all of the terms and conditions that are contained herein. Ignorance on the part of the proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this bid. ***IF THESE REQUIREMENTS AND SPECIFICATIONS CANNOT BE MET, DO NOT BID.***

Fee deductions of \$50.00 per occurrence, will be taken for poor performance, poor supervision and poor quality and will be at the sole discretion of the Director of Recreation and Maintenance.

### Bermuda Program

- Round 1: Barricade @ 0.38lb ai/Acre (except in January)
- Round 2: Dimension @ 0.25 lb ai/Acre  
 Tripower @ 3 pints/Acre  
 Urea @ 1.75 lb N/1000  
 Potassium @ 0.5 lb K/1000
- Round 3: 36-3-10 fertilizer @ 1.75 pounds N/1000  
 A whole host of herbicides should be used on an as needed basis,  
 Including but not limited to: Tripower, Manor, Corsair and MSMA
- Round 4: 36-3-10 fertilizer @ 1.75 pounds N/1000  
 A whole host of herbicides should be used on an as needed basis,  
 Including but not limited to: Tripower, Manor, Corsair and MSMA
- Round 5: 36-3-10 fertilizer @ 1.75 pounds N/1000  
 A whole host of herbicides should be used on an as needed basis,  
 Including but not limited to: Tripower, Manor, Corsair and MSMA
- Round 6: Simazine @ 1 pound ai/Acre  
 Tripower @ 3 pints/Acre  
 Urea @ 1 lb to 0.5 lb N/1000 (until dormancy)  
 Potassium chloride @ 0.5 pounds K/1000
- Round 7: Simazine @ 1 pound ai/Acre  
 Tripower @ 3 pints /Acre  
 Potassium chloride @ 0.5 pounds K/1000
- Round 8: Potassium chloride @ 0.5 pounds K/1000  
 Tripower @ 3 pints/Acre  
 MCPA ester @ 0.25 lb ai/Acre (when +temperatures are 60 F)

## ***Special Terms and Conditions***

### **PERFORMANCE**

- A. Successful bidder will be responsible for advising County staff of delays in service.
- B. The County reserves the right to utilize outside services when necessary from other sources should the successful proposer be unable to supply services.
- C. The successful bidder may not subcontract portions of the contract without prior approval of the County.

### **ENVIRONMENTAL, HEALTH & SAFETY COMPLIANCE**

The Contractor shall comply with all applicable Federal, State, and Local laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), U.S. Environmental Protection Agency (EPA), and the State Department of Labor Division of Safety standards and regulations.

### **EXAMINATION OF SITE(S)**

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required. Contractors ***must visually inspect all of the sites*** before submitting a proposal. Failure to visually inspect the sites may be cause for disqualification of proposal. Site visits should be set up with Joel Strickland, Park Maintenance Manager at 770.278.7126 or joel.strickland@rockdalecounty.org.

### **SUPERVISION**

The Contractor shall provide on-site supervision and appropriate training to ensure competent performance of the work. Also the Contractor and its supervisors will make sufficient routine inspections to ensure that the work is performed as required by this bid. Contractor's supervisors shall be capable of providing adequate supervision to accomplish the services and shall be capable of verbal and written communication in the English language, because of the necessity to read job instructions and signs, as well as the need for communicating with County personnel.

The turf care service provider shall be responsible for securing trustworthy employees and shall ultimately be responsible to Rockdale County for their actions while on County property.

**INSPECTIONS**

A County representative will conduct random inspections of the areas covered under this bid.

**UNIFORMS/PROTECTIVE CLOTHING**

Contractor shall provide and require its employees to wear a uniform that bears the company name or logo and the employee's name. Uniforms are not to be dirty, stained or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances and/or manufacturer's instructions for material and equipment.

All employees of Contractor working on right-of-way medians must wear an orange safety vest.

**EQUIPMENT**

It shall be the contractor's responsibility to ensure that all equipment used shall be properly maintained in order to protect the operator and the public. Any equipment deemed by the County to be inoperable, unsafe, or improper for desired use shall not be utilized. Equipment supplied by the successful contractor shall be designed for or suited to the grounds maintenance task for which it is intended.

***Submittal Questionnaire***

Contractor shall complete the following questionnaire and attach to the bid proposal page. Failure to properly complete and return the questionnaire may be cause for disqualification.

1. Company Name: \_\_\_\_\_

2. Address: \_\_\_\_\_  
\_\_\_\_\_

3. Location of Maintenance Facility: \_\_\_\_\_  
(If different from above address)

4. Telephone \_\_\_\_\_ Fax \_\_\_\_\_

5. E-Mail Address \_\_\_\_\_

6. Owner: \_\_\_\_\_

Print Name

7. Number of Years in Business under the current company name:  
\_\_\_\_\_

8. Are there any pending lawsuits, criminal violations and/or convictions against the above named

Company? \_\_\_\_\_ If yes, please explain.

\_\_\_\_\_  
\_\_\_\_\_

Please provide a minimum list of five (5) references of current or prior contracts.

Name of Company    Address    Contact Person    Telephone    E-Mail

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach a separate sheet if necessary)

How many full time employees do you currently have?

\_\_\_\_\_

How many part time employees do you currently have?

\_\_\_\_\_

Please list all equipment currently owned. (Attach a separate sheet if necessary.)

Equipment Type    Manufacturer    Model    Year Purchased

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The Bidder attests that a visual inspection has been made of all sites that he/she is bidding on and is fully aware of all the conditions on said properties. Failure to make a visual inspection may be cause for disqualification.

I hereby state that I have made a visual inspection of all sites that I am bidding upon.

CONTRACTOR: \_\_\_\_\_  
(Authorized Signature) (Print Name)

Is submittal questionnaire attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

NAME OF CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Authorized Signature) (Print Name) (Title) (Date)

Note: **Failure to sign proposal page shall be reason for disqualification.**

State License No. \_\_\_\_\_

County License No. \_\_\_\_\_

City License No. \_\_\_\_\_

Type of License: \_\_\_\_\_

DOCUMENTS DEEMED PART OF THE CONTRACT:

The Notice of Invitation to Bid, the Invitation to Bidders, Request for Proposal, general terms and conditions, specifications and instructions to bidders, special conditions, proposals and addenda, if any, will be deemed part of the final contract.

## BID FORM – ITB# 15-17

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.

	Round 1	Round 2	Round 3	Round 4	Round 5	Round 6	Round 7	Round 8
	January	March	May	June	July	August	September	November
	Pre/Post-M Fertilizer	Pre/Post-M Fertilizer	Fert/Grassy Weed cont	Fert/Grass y Weed Cont	Fertilizer Weed Cont	Fertilizer Weed Cont	Pre/Post-M Fertilizer	Pre/Post-M Fertilizer
American Legion Fields 1-15 1260 South Main Street	\$	\$	\$	\$	\$	\$	\$	\$
Earl O'Neal Softball Fields 1-8  Football Fields 1&2  Soccer Fields 1-8 2709/2711 Old Covington Road	\$	\$	\$	\$	\$	\$	\$	\$
Johnson Park Softball Fields 1-4 1781 Ebenezer Road	\$	\$	\$	\$	\$	\$	\$	\$
Honeycreek/Stockb ridge Medians	\$	\$	\$	\$	\$	\$	\$	\$
BOC Office 962 Milstead Avenue	\$	\$	\$	\$	\$	\$	\$	\$
Assembly Hall 901/903 Main St.	\$	\$	\$	\$	\$	\$	\$	\$
Courthouse 922 Court Street	\$	\$	\$	\$	\$	\$	\$	\$
Tennis Center at Parker Road. 1370 Parker Road	\$	\$	\$	\$	\$	\$	\$	\$
Black Shoals Retreat House 3001 Black Shoals Road	\$	\$	\$	\$	\$	\$	\$	\$
JP Carr Community Hall 981/983 Taylor Street	\$	\$	\$	\$	\$	\$	\$	\$



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

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

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

**PART III: Vendor Information:**

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

**ROCKDALE COUNTY BOARD OF COMMISSIONERS**  
**NON-COLLUSION AFFIDAVIT OF VENDOR**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (owner, partner officer, representative, or

agent) of \_\_\_\_\_, the Vendor that has submitted the attached ITB;

(2) He 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 \_\_\_\_\_, 20

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

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

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

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

(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 \_\_\_\_\_, 20 \_\_\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

**Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



### Affidavit Verifying Status for County Public Benefit Application

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

1) \_\_\_\_\_ I am a United States citizen

**OR**

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

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant:

\_\_\_\_\_  
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.

\_\_\_\_\_