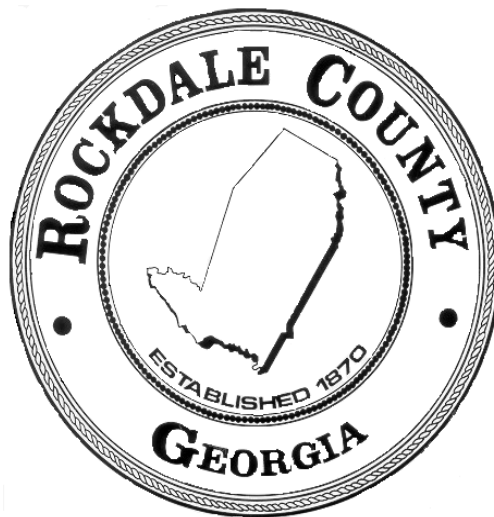


ROCKDALE COUNTY, GEORGIA

August 3, 2022

FIRE EXTINGUISHER INSPECTIONS AND MAINTENANCE FOR ROCKDALE COUNTY

INVITATION TO BID
No. 22-30



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

INTRODUCTION:

This is an Invitation to Bid (ITB) for the **Fire Extinguisher Inspections and Maintenance** 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 Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

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

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

BID COPIES FOR EVALUATION:

One (1) original hard copy, two (2) hard copies, and one (1) Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

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:

Twelve (12) Months from the Notice to proceed with option to renew two (2) additional Twelve (12) month periods, renewable each year.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

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, August 25, 2022**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, August 18, 2022**. 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.

WARRANTY AND / OR GUARANTY:

The bidder will state below or will furnish a separate letter attachment which fully explains the condition of Warranty and/or Guaranty. If no Warranty and/or Guaranty is applicable, it must be so stated. NOTE: Failure to respond to the requirement of this paragraph may result in the bid being non-responsive.

FOREIGN PRODUCTS:

Rockdale County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that item(s) offered on this bid is/are manufactured/produced in the United States.

Yes _____ No _____

If "No" state place: _____

DELIVERY

Delivery is required within **3 to 5** calendar day(s) after receipt of individual orders. However, alternate delivery time will be considered provided it is so stated.

(Bidder state number of days for delivery)

All prices are to be firm, **F.O.B. Destination, Freight Prepaid and Allowed.**

Delivery must be made between 8:30 A.M. and 3:30 P.M. Monday through Friday, unless otherwise requested.

DELIVERY F.O.B.: The successful bidder shall give a 24-hour prior notice of delivery to Division calling in the order; and **must ask for caller's Purchase Order Number (or Release Number) at that time**, when giving such prior Notice.

NOTE: F.O.B. POINT: Unless otherwise stated in the invitation and any resulting contract, or qualified by the bidder, all articles will be F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Successful bidder must comply with this paragraph.

F.O.B. LOCATION: See Attachment A

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.

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.

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 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:

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

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.

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 Bid 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 Invitations to Bid. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov, Bid Opportunities. Local vendors interested in being considered for the Local Vendor Preference must submit an Affidavit of Eligibility with their bid response. The form is attached to these bid documents.

The Local Vendor Preference Policy: will apply to this ITB.

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

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

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

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

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.

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# 22-30** 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.

BID SPECIFICATIONS:

The specifications are as follows and on the attached pages:

MINIMUM TECHNICAL SPECIFICATIONS FOR FIRE EXTINGUISHERS	BIDDER STATE COMPLIANCE YES/ NO-explain
I. SERVICES	
1. All services shall be in accordance with the State of Georgia Rules and Regulations of the Safety Fire Commissioner.	_____
a. Inspection: Contractor shall, once during the period, thoroughly inspect each fire extinguisher and tag in a professional manner to insure that the extinguisher will work properly, if required, including a check of the nozzle to insure that it is not clogged and appears to be in good working order. Any defects or problems shall be noted on the report and repaired as required. The list of County fire extinguishers shall be updated to reflect current information.	_____
b. Refill: Contractor shall, upon notification of a discharged extinguisher or discovery of a discharged or “low” extinguisher during inspection, immediately take steps to refill or if appropriate and with consent of County, replace the extinguisher. During the period the extinguisher is being refilled, if not filled on site, the Contractor shall furnish a “loaner” in its place. Refill shall include all necessary materials and chemicals, including a new cartridge, if applicable, and all other items such as washers, seals, gaskets, etc., normally required to return the extinguisher to full service. Repairs, if required, to nozzle mechanism, etc. shall be completed at this time as per stated in the proposal. Upon notification, the contractor will be on site within 48 hours of the request for service to either refill, provide a loner unit, or replace the discharged extinguisher.	_____
c. Hydrostatic Testing: As necessary, during inspections and/or refills, extinguishers in need of a hydrostatic test as determined by law shall be tested. A loaner shall be furnished during the period the extinguisher is out of service for testing. Cylinders which fail shall be destroyed and replaced with new cylinders or, if necessary, entirely new extinguishers with approval of facilities manager. Upon completion, the report shall be annotated to reflect the date of the test or replacement.	_____
d. Furnish and Deliver New Extinguisher(s): Upon request of any department or agency, Contractor shall furnish and deliver a new fire extinguisher of the size and type requested. Said extinguishers shall be new and of best quality manufacture and shall include appropriate mounting brackets for installation. All fire extinguishers to be furnished shall be of the metal-nozzle type (no plastic).	_____

End of Minimum Specifications

LOCATIONS - ATTACHMENT "A":

Fire & Rescue	Contact: Chief Sharon Webb	Phone Number: 770-278-8451		
Fire Station No. 1	1831 Conyers Station Road	Conyers	GA	30012
Fire Station No. 2	778 Bell Road	Conyers	GA	30094
Fire Station No. 3	2450 Old Salem Road	Conyers	GA	30013
Fire Station No. 4	3601 Union Church Road	Stockbridge	GA	30281
Fire Station No. 5	2100 Hightower Trail	Conyers	GA	30012
Fire Station No. 6	2681 Hurst Road	Conyers	GA	30094
Fire Station No. 7	1496 Rockbridge Road	Conyers	GA	30012
Fire Station No. 8	1164 Scott Street	Conyers	GA	30012
Fire Station No. 9	2009 Walker Road	Conyers	GA	30012
Training Annex	2150 Iris Drive	Conyers	GA	30012
Storage Facility	4088 Troup Smith Road	Conyers	GA	30094
EMA	Contact: Meredith Barnum	Phone Number: 770-278-8420		
Animal Care & Control Center	1506 Rockbridge Road	Conyers	GA	30012
911 / Communications	2120 Farmer Road	Conyers	GA	30012
General Services	Contact: Joseph Krvekoski	Phone Number: 770-278-7210		
Administrative Building	958 Milstead Avenue	Conyers	GA	30012
BOC Office	962 Milstead Avenue	Conyers	GA	30012
Talent Management/Board of Assessor	961 Milstead Avenue	Conyers	GA	30012
Magistrate/Probate Courts	874 N Main St NW	Conyers	GA	30012
Courthouse Complex	922 Court Street	Conyers	GA	30012
DFACS Building	975 Taylor Street	Conyers	GA	30012
JP Carr Complex	987 Taylor Street	Conyers	GA	30012
Mental Health Offices	977 Taylor Street	Conyers	GA	30012
DUI Building	943 Court Street	Conyers	GA	30012
Vital Records Storage	1400 Parker Road	Conyers	GA	30012
RDOT/Code Enforcement/Fleet/YRC	2570 Old Covington Highway	Conyers	GA	30012
Elections/UGA Extension Offices	1115 and 1127 West Ave	Conyers	GA	30012
Recycling Center	1200 Sigman Road	Conyers	GA	30012
Portman Office Suites A thru J	1329 Portman Road	Conyers	GA	30012
Tax Commissioners Office	969 Pine Street	Conyers	GA	30012
Public Defender's office	882 N Main St	Conyers	GA	30012
Sherriff's Office	Contact: Captain Dennis Pass	Phone Number: 770-278-8048		
Sheriff's Office Complex – 10 buildings	911 Chambers Drive	Conyers	GA	30012
South Precinct	3552 GA Highway 20	Conyers	GA	30013
Parks & Recreation	Contact: Tahira Wilson	Phone Number: 770-278-7295		
Olivia Haydel Senior Services Center	1240 Dogwood Drive	Conyers	GA	30012
C.E. Steele Community Center	1040 Oakland Avenue	Conyers	GA	30012
Black Shoals Park	3001 Black Shoals Rod NE	Conyers	GA	30012
Earl O'Neal Complex	2709 & 2730 Old Covington Road	Conyers	GA	30013
JP Carr Gym	986 Hardin Street	Conyers	GA	30012
Johnson Park	1791 Ebenezer Road	Conyers	GA	30012
Legion Field Complex	1260 South Main Street	Conyers	GA	30012
Tennis Center	1400 Parker Road	Conyers	GA	30012
Costley Mill Park	2455 Costley Mill Road NE	Conyers	GA	30013
Pine Log Park	1500 Highway 138	Conyers	GA	30012
Water Resources	Contact: Wanda Lester	Phone Number: 770-278-7447		
Almand Branch	380 Morris Drive	Conyers	GA	30094
Honey Creek	4100 Troupe Smith Road	Conyers	GA	30094
Scott Creek Plant	1285 Hwy 212	Conyers	GA	30094
Snapping Shoals	3175 Old Salem Road	Conyers	GA	30013
Wastewater Treatment Plant (Quigg Branch)	2440 Tatum Road	Conyers	GA	30013
Water Engineering	1329 Portman Drive # H	Conyers	GA	30094
Water Central Maintenance	2420 Tatum Road	Conyers	GA	30013
Water Treatment Plant	3090 Gees Mill Road	Conyers	GA	30013

BID FORM – ITB No. 22-30

Instructions: Complete all THREE parts of this bid form.

PART I: 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 II: Vendor Information:

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

PART III: Bid Form – ITB #22-30:

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

PRICE SCHEDULE					
ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
1.	<p>ABC, Multi-purpose, Dry Chemical, 2-1/2 Pound with Vehicle Mounting Bracket (No Plastic Valves), and in accordance with minimum specifications and notes below.</p> <p>Bidding on:</p> <p>_____</p> <p>(Brand Name and/or Identification Number)</p>	18	Each	_____	_____
2.	<p>ABC, Multi-purpose, Dry Chemical, 2-1/2 Pound without Vehicle Mounting Bracket (No Plastic Valves), and in accordance with minimum specifications and notes below.</p> <p>Bidding on:</p> <p>_____</p> <p>(Brand Name and/or Identification Number)</p>	3	Each	_____	_____
3.	<p>Metal Bracket for extinguisher, 2-1/2 Pound, Kidde Model K896698, and in accordance with minimum specifications and notes below</p> <p>Bidding on:</p> <p>_____</p> <p>(Brand Name and/or Identification Number)</p>	3	Each	_____	_____
4.	<p>ABC, Multi-purpose, Dry Chemical, 5 Pound without Metal Vehicle Mounting Bracket (No Plastic Valves), and in accordance with minimum specifications and notes below.</p> <p>Bidding on:</p> <p>_____</p> <p>(Brand Name and/or Identification Number)</p>	5	Each	_____	_____

PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
5.	ABC, Multi-purpose, Dry Chemical, 5 Pound with Metal Vehicle Mounting Bracket (No Plastic Valves), and in accordance with minimum specifications and notes below. Bidding on: _____ (Brand Name and/or Identification Number)	5	Each	_____	_____
6.	ABC, Multi-purpose, Dry Chemical, 10 Pound without Metal Vehicle Mounting Bracket (No Plastic Valves), and in accordance with minimum specifications and notes below. Bidding on: _____ (Brand Name and/or Identification Number)	20	Each	_____	_____
7.	ABC, Multi-purpose, Dry Chemical, 10 Pound with Metal Vehicle Mounting Bracket (No Plastic Valves), and in accordance with minimum specifications and notes below. Bidding on: _____ (Brand Name and/or Identification Number)	5	Each	_____	_____
8.	ABC, Multi-purpose, Dry Chemical, 20 Pound without Metal Vehicle Mounting Bracket (No Plastic Valves), and in accordance with minimum specifications and notes below. Bidding on: _____ (Brand Name and/or Identification Number)	4	Each	_____	_____

PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
9.	ABC, Multi-purpose, Dry Chemical, 20 Pound with Metal Vehicle Mounting Bracket (No Plastic Valves), and in accordance with minimum specifications and notes below. Bidding on: _____ (Brand Name and/or Identification Number)	4	Each	_____	_____
10.	CO2, 10-pound Metal Head only with wall mounting bracket, and in accordance with minimum specifications and notes below. Bidding on: _____ (Brand Name and/or Identification Number)	5	Each	_____	_____
11.	CO2, 20-pound Metal Head only with Metal Vehicle Mounting Bracket, and in accordance with minimum specifications and notes below. Bidding on: _____ (Brand Name and/or Identification Number)	1	Each	_____	_____
12.	Halotron with wall mounting bracket, and in accordance with minimum specifications and notes below. Bidding on: _____ (Brand Name and/or Identification Number)	1	Each	_____	_____

PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
13.	<p>“K” class portable fire extinguisher, with Wall Mounting Bracket and Signage, and in accordance with minimum specifications and notes below.</p> <p>Bidding on:</p> <hr/> <p>(Brand Name and/or Identification Number)</p>	2	Each	_____	_____
14.	Recharge / Refill, ABC, Multi-purpose, Dry Chemical, 5 pound, and in accordance with minimum specifications and notes below.	5	Each	_____	_____
15.	Recharge / Refill, ABC, Multi-purpose, Dry Chemical, 10 pound, and in accordance with minimum specifications and notes below.	5	Each	_____	_____
16.	Recharge / Refill, ABC, Multi-purpose, Dry Chemical, 20 pound, and in accordance with minimum specifications and notes below.	20	Each	_____	_____
17.	Recharge / Refill, CO2, 10 pound, and in accordance with minimum specifications and notes below.	2	Each	_____	_____
18.	Recharge / Refill, CO2, 20 pound, and in accordance with minimum specifications and notes below.	5	Each	_____	_____
19.	Recharge / Refill, Halotron, and in accordance with minimum specifications and notes below.	1	Each	_____	_____
20.	Recharge / Refill, “K” Class portable fire extinguisher, and in accordance with minimum specifications and notes below.	2	Each	_____	_____
21.	Inspection, Annual Inspection, with Tag and New Tamper Seal (per unit), and in accordance with minimum specification and notes below.	400	Each	_____	_____

PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
22.	Inspection, CO2, 5-year Inspection and Hydro-test, and in accordance with minimum specification and notes below.	4	Each	_____	_____
23.	Inspection, Wet Chemical, 5-year Inspection and Hydro-test, and in accordance with minimum specifications and notes below.	6	Each	_____	_____
24.	Inspection, Halogenated Agents and Dry Powder, 6-year Inspection, and in accordance with minimum specifications and notes below.	50	Each	_____	_____
25.	Inspection, Halogenated Agents and Dry Powder, 12- year Inspection / Hydro-test, and in accordance with minimum specifications and notes below.	350	Each	_____	_____

NOTES:

1. All services shall be in accordance with the State of Georgia Rules and Regulations of the Safety Fire Commissioner.
2. Rockdale County reserves the right to increase or decrease the listing of facilities or the services at any time during the term of the contract.
3. If deemed necessary, it is the responsibility of the contractor to inspect jobsites prior to submitting bids. Addresses are included as part of this invitation package. Call contact number ahead of time to schedule visit.
4. All fire extinguishers to be furnished shall be of the metal-nozzle type (no plastic).
5. All the small parts and labor cost are to be covered in the service fee for each extinguisher.

(End Price Schedule.)

**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:



**ROCKDALE COUNTY
LOCAL VENDOR PREFERENCE**

AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF FIRM: _____
Mailing Address: _____ Physical Address (if different): _____

2. Year your business was established in Rockdale County: _____

3. Business License:
License Number: _____ County _____

4. For transactions which require sales tax, provide the following Reseller information:
Reseller Permit Number: - - - - -
Enter the Company Name and Address as it appears on permit:

5. Does your business have more than one office in the State of Georgia?
Yes _____ No _____
If Yes, specify the office location considered as the point-of-sale for sales tax purposes:

6. Was the local business required to pay business and/or real property tax for the most recent tax year?
Yes _____ No _____
If Yes, did the local business pay any of this tax to Rockdale County?
Yes _____ No _____

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation, or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Rockdale County products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

**SAMPLE AGREEMENT FOR PROVIDING NEW FIRE EXTINGUISHERS
AND INSPECTION SERVICES**

This Agreement entered into on the _____ day of _____, 2022 between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the “County”, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, and _____ whose address is _____ hereinafter referred to as “Contractor”.

WHEREAS, the County desires to purchase new fire extinguishers and inspection services (Item Numbers ___-___ of Invitation to Bid No. 22-XXX) for the County from Contractor; and

WHEREAS, Contractor is qualified to provide new fire extinguishers and inspection services (Item Numbers ___-___ of Invitation to Bid No. 22-XXX) and desires to render new fire extinguishers and inspection services to the County as provided herein.

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

1.

Contractor shall provide to the County new fire extinguishers and inspections services, as detailed in the County’s Invitation to Bid (ITB) No. 22-XXX and Contractor’s bid dated _____, hereinafter “Bid”, (herein after called “Work”), attached hereto and made a part hereof. Contractor shall provide new fire extinguishers to the County, if in stock, within 3 – 5 calendar days of receipt of order from the County. Contractor must contact the designated personnel listed on Attachment “A”, included in this contract, to visit each site and determine what needs replacing or servicing. Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the General Services Executive Director or her designee and consistent with all Federal, State and Local laws.

2.

The Contract Documents, bid documents and invitation to bid are considered essential parts of this Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to provide new fire extinguishers and services in an acceptable manner, ready for use or operation by the County.

3.

Contractor shall provide new fire extinguishers and inspection services to the County for the unit prices detailed in Contractor’s Bid and said unit prices shall be good through the life of the contract.

4.

This Agreement is effective on the date and year first written above and shall continue until for one (1) year unless terminated as provided in Section 5 of this Agreement. This Agreement may be renewed for two (2) additional one-year periods when agreed upon in writing by both parties.

5.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

6.

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

To the County:

To the Contractor:

Rockdale County Dept. of Finance

Attn: Tina Malone

958 Milstead Avenue

Conyers, Georgia 30012

Tina.malone@rockdalecountyga.gov

Attn: _____

Email - _____

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

7.

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

8.

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

9.

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

10.

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

12.

The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

13.

The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the ITB, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

14.

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

15.

This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

16.

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

17.

This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

18.

Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by Seller under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

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

CONTRACTOR NAME HERE

ROCKDALE COUNTY, GEORGIA

By: _____

By: _____

Print name: _____

Osborn Nesbitt, Sr., Chairman

Title: _____

Federal Tax I.D. Number:

Attest:

Attest:

Corporate Secretary or Assistant
Corporate Secretary

Jennifer Rutledge, Executive Director
County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney

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

_____ **THREE (3) HARDCOPIES (one (1) original, two (2) 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 Page 13)**
- _____ **Bid Item Table (See Pages 14 – 18)**
- _____ **All Applicable Affidavit Forms (See Pages 19 – 24)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 25 – 29)**
- _____ **Local Vendor Preference Policy – If Applicable (See Page 30)**
- _____ **Subcontractors (See Page 36)**
- _____ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- _____ **Proof of Business License**

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