

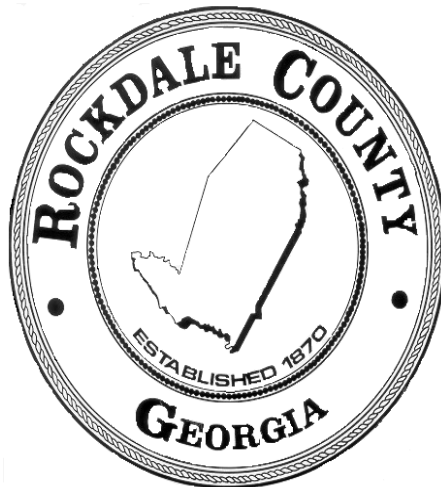
REQUEST FOR PROPOSALS

No. 19-20

ROCKDALE COUNTY, GEORGIA

July 10, 2019

Fire Reporting Software for Rockdale County Fire Rescue



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

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for **Fire Reporting Software for Rockdale County Fire Rescue**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

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

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

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

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

PROPOSAL COPIES FOR EVALUATION:

Technical Proposal:

Five (5) hard copies and one (1) original hard copy and one 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.

Price Proposal:

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled "Proposal Form".

CONTRACT TERM:

TBD.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, August 1, 2019.** Proposals received after this time will not be accepted.

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, July 25, 2019.** It shall be the proposers responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it

receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the proposer's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

QUANTITIES

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

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

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

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

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

INFORMATION TECHNOLOGY DISCLOSURES

This section is intended to obtain a full disclosure from the responder of all requirements related to the use of Information Technology for the successful implementation and operational readiness of the proposed solution. This disclosure should include all computer hardware, software, and network connectivity requirements that are needed.

Software that provides built-in data archiving mechanisms for all documents and files, and that can also be programmed to reflect State-defined retention schedules will receive preference.

Information must include:

- Point of Contact for Technical follow up (Name, title, email address, phone number)
- System Hosting (Cloud-based or Rockdale County Data Center)
- Compute requirements (server, workstations, field devices – Mfg and Model)
- Storage requirements (Mfg and Model, estimated 1st year requirement, estimated rate of growth, total capacity in Gb required for initial 2 years)
- Platforms involved – list all (Windows, iOS, Android, Linux, etc.)
- Scanners, cameras, monitors, printers (Mfg and Model)
- Software requirements (utilities, DB scripts, applications, – Name and Developer)

- High-level diagram of the solution (Host, Storage, DBs, Applications, Interfaces to other applications)

The Total Solution Cost should include all I.T. costs, plus (2) years of Maintenance (Support) Costs of all applications and equipment.

Responses must contain Payment Terms based on project-defined deliverables that include Project Plan Approval, Installation, Training, and Testing – both Systems and End-to-End (E2E) testing.

All systems that have been designated as “live”, “in use”, or “in Production” must follow the Change Management Procedures of the County in order for any subsequent changes to be approved, scheduled, and implemented. These procedures call for testing and adequate proof of testing.

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home based jurisdiction and provide a copy of that license with the submittal of their proposal response.

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

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

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

PROPRIETARY INFORMATION

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

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

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

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

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

Proposers will be evaluated based on the following criteria and may be called in for an interview.

The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

EVALUATION CRITERIA:

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- **Scope of Services Offered:** This category will evaluate how well the offered services meet the requirements and needs of the County **(45 pts.)**
- **Company History & Experience:** Proposals will score the highest in this category that demonstrate the firms' stability and experience in providing a comprehensive Fire Rescue RMS. **(15 pts.)**
- **Project Management Plan, Migration, Implementation and Training:** This scoring category rates the proposed migration implementation training schedule and approach for the managed services, relative to an assumed Notice to Proceed. **(15 pts.)**
- **Quality of Written Proposal:** This category is used to rate the overall effectiveness of communication via text, tables, figures, and graphics; the relevance of the information to the RFP; the layout, organization and professionalism of the proposal. **(5 pts.)**
- **Cost Proposal:** Cost proposals will only be considered for the short-listed firms from the technical evaluation. **(20 pts.)**

DEMONSTRATIONS / INTERVIEWS

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

INSURANCE:

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

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

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

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

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

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) 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

BONDS:

Rockdale County shall request the following for bids/proposals in excess of Fifty Thousand Dollars (\$50,000.00).

BID BOND

Each bid shall include a bid bond in the amount of five percent (5%) of the total bid amount as guarantee that the bidder shall not withdraw the bid for 90 days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with Rockdale County in accordance with the bid.

PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

PAYMENT BOND

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

If bid price is \$100,000 or greater, a 5% bid bond and a Payment and Performance Bond will be required.

PERMITS:

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

AWARD OF CONTRACT

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

GENERAL INFORMATION

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

WITHDRAWAL OF PROPOSAL:

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

REJECTION OF PROPOSAL:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No. **19-20** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors, and include an explanation of the service or product that they may provide.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.1 BACKGROUND AND STATEMENT OF INTENT

Rockdale County, Georgia provides fire protection and EMS services for approximately 95,000 citizens. To support these efforts the County is requesting proposals from qualified vendors to implement and support a comprehensive records management system (RMS) for the Fire-Rescue Department.

Rockdale County Fire Rescue (RCFR) currently uses ImageTrend, Inc. located in Lakeville, Mn and is maintained by the State of Georgia.

The winning bidder will provide a records management system tailored to Rockdale County Fire Rescue and is compliant with the following systems:

1. National Emergency Medical Service Information System (NEMSIS)
2. Georgia Emergency Medical Service Information System (GEMSIS)
3. National Fire Incident Reporting System (NFIRS)

Services will include:

1. Regular data transfer to GEMSIS/NEMSIS and NFIRS in a simple format
2. State EMS Reporting
3. Federal Fire Reporting
4. Fire incident reporting
5. Personnel Scheduling
6. Day-to-day help desk support
7. Integration/migration of data from the existing software,
8. Department management functions such as inventory, inspections, preplans, and data analytics.

Upon a successful bid process, a single Vendor will be selected to provide RMS services to the fire department.

SECTION 2: SCOPE OF WORK

2.1 GENERAL INFORMATION

Rockdale County, Georgia is seeking Proposals from qualified providers for a Records Management System (RMS) for the Fire Rescue Department.

Rockdale County Fire Rescue (RCFR) operates nine fire stations. RCFR operates with a staff of approximately 145 members and responded to approximately 10,000 incidents in 2018. RCFR is a non-transport first response EMS provider.

9 1 1 / Dispatch services currently operate on the Spillman Flex CAD platform. The new RMS software to be purchased shall have the capability to receive information from this CAD including units dispatched, times, and other data consistent with NFIRS/GEMSIS requirements.

The RMS software shall be a browser-based web platform accessible from any laptop, Android, IOS, or other smart devices. Any ability to create a public facing data portal (and any associated costs) should also be included in the bid.

Departmental training, information migration and CAD/ESRI integration details should be included.

2.2 Reporting

- A. The RMS software shall be NFIRS compliant. It shall have the capability to submit NFIRS data to the Georgia State Fire Marshal or to the National Fire Incident Reporting System repository as required. The offeror should describe the proposed system of submission and any experience with creating reports for both/either the state and federal fire information systems.
- B. The RMS software shall have the capability to submit GEMISIS/NEMISIS data to the Georgia Office of EMS consistent with their current regulations.
- C. The program shall ensure appropriate security, privacy, and encryption of data transmitted to and from the website in compliance with federal HIPAA regulations and industry practices regarding security.
- D. All data submissions shall be set-up in a way that allows a person at the Fire Department to submit data with limited computer expertise and allows direct reporting to the appropriate agencies as necessary.
- E. The offeror shall be a registered vendor with the National Fire Incident Reporting System NFIRS 5.0. The offeror shall maintain compliance with all readiness, reporting, validating, and development updates to NFIRS, GEMISIS, NEMISIS or their respective successor systems for the life of this contract.
- F. The offeror shall provide training in the use of the program for both end users and department system administrators on at least three dates to accommodate shift employees. The training shall include system administration, any needed installation or transfer of RMS interface, general system operations, trouble shooting, and common problems related to software operation and interface with other systems.
- G. The program shall be ePCR compliant. This should include digital signature capture in the field and the ability to capture external pre-hospital patient care data such as AED data, media files, and industry standard document files into its EMS reports. Offeror should provide a description of this integration capability.
- H. Data Ownership. All data remains the property of the Rockdale County. Retransmission of this data to the necessary state reporting authorities is

authorized. Modifying, deleting or other modifications of submitted incident data is prohibited. Scientific research that is based on broad data trends is authorized, but no agency specific data is to be made visible to any third parties.

- I. The offeror shall provide a guarantee uptime percentage as calculated on an annual basis.

2.3 Scheduling/Personnel

The department currently uses the ImageTrend RMS for personnel scheduling, training records, and daily activities. The proposed RMS should allow for full-integration between personnel scheduling, vehicle/station/shift assignments, incident reporting and other activity modules. Emphasis will be placed on a scheduling system that allows for shift scheduling, reporting, alerts, a mobile app, time-off scheduling/requests, shift trades, call back, time off accrual/balance, personnel notification, etc.. The Offeror needs to either describe their in-house system or recommended third-party scheduling systems that integrate with their program.

The software shall be capable of assigning each user various levels of access to data based on rank, certifications, or job functions.

2.4 Training records

The department currently uses Target Solutions for its training records management. The offeror should provide integration for records management and analytics as well as costs for partnering with this program, including integration into the offeror's RMS.

2.5 Building Inspections, Plan Review, Hydrants, and Pre-plans

The RMS software shall have the capability to schedule and document building inspections, issue/track permits, create a building history, email inspection reports, capture signatures in the field, track and locate fire hydrants, and maintain a preplan that is readily accessible to units in the field. Software should have the ability to import open standard GIS data. Currently Rockdale County utilizes ESRI as its GIS central database.

2.6 Arson module

The Arson and Juvenile Firesetter Module: NFIRS-11 shall have the ability to be secured from access, print, and visibility except for identified users.

2.7 Quartermaster/Supplies

The RMS shall provide equipment and supplies tracking, maintenance scheduling, expense tracking, etc. to include vehicles, daily checkoffs, EMS supplies, uniforms, equipment, and personal protective gear. Offeror shall describe their quartermaster/supplies tracking program, its components, and capabilities.

2.8 Activities Tracking

The RMS should be able to provide a journal/activities tracking capability that corresponds to dispatched calls and generated case numbers, but also allows user unit and time-spent input for other events including public education, department projects, meetings, consultations, routine equipment maintenance times, and other non-call related department functions.

2.9 Data Analytics

The program shall provide a data analytics system. The software shall have built-in reporting and analytic capability that non-experts can use to get commonly used fire service data for basic decision-making purposes and open records requests.

Trained users shall be able to design and generate custom reports and analytics. Data shall be available within the analytics program with the capability of displaying in a graphic format, and convertible to a current version of Excel. Vendor shall provide any advanced training for advanced users in RCFR who will make routine use of the analytics program.

- Embedded incident reports
- Integrated mapping solution integrated with all modules.
- Pre-designed NFPA 1710 ISO audit reports
- Response time mapping visual with variable search features.
- Multiple chart display options
- Drill down search functions for information retrieval.
- Advance Filtering and Search capabilities
- Export reports straight to other formats (PDF, Excel, JPEG)

Data Transfer

Proposals shall include the transfer of previous data from the Imagetrend system, including updating non-compliant data from 2018 to match NEMESIS elite requirements.

2.10 Project Management

The proposal shall include a project management plan (PMP) using the Project Management Institute (PMI) methodology via the initiation phase, planning phase, executing phase, monitoring/controlling phase, and closing phase.

The proposal must have a high-end charter, scope, work breakdown structure, project schedule listing detail timeline, QA plan, and a PMP project manager.

PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

PART I: Proposal Summary

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

1.	Hardware	\$
2.	Software	\$
3.	Maintenance	\$
4.	Training	\$
5.		\$
6.		\$

PART II: Addenda Acknowledgements (if applicable)

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

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

PART III: Vendor Information:

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

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(hereinafter called the Principal) and _____ (hereinafter called
the Surety), a corporation chartered and existing under the laws of the State of _____ with its
principal offices in the City of _____ and listed in the Federal Register and licensed to write
surety bonds in the State of Georgia, are held and firmly bound unto Rockdale County, Georgia, in the
full and just sum of _____ Dollars (\$ _____) good and lawful money
of the United States of America, to be paid upon demand of Rockdale County, Georgia, to which
payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns,
jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Rockdale County, Georgia, a Bid for
ITB/RFP No. _____.

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid.
NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within one
hundred and twenty (120) days of the Bid opening, the Principal shall execute a Contract in accordance
with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner
required by Rockdale County, Georgia, and within ten (10) days from the date of Notice of Award of the
Contract, execute a sufficient and satisfactory Performance Bond equals to 100% of the Contract Price
and Payment Bond equals to 110% of the Contract Price, payable to Rockdale County, Georgia, in form
and with security satisfactory to Rockdale County and furnish satisfactory proof of the insurance
required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and
the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements
within the time specified above, immediately pay to the aforesaid Rockdale County, Georgia, upon
demand, the amount hereof in good and lawful money of the United States of America, not as a penalty,
but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly
signed and sealed this _____ day of _____, 20____ .

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

Performance Bond

STATE OF GEORGIA BOND NO. _____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal, (hereinafter known as Contractor), and we, _____, as Surety, do hereby
acknowledge ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and
benefit of those entitled thereto, in the sum of _____
_____ Dollars (\$_____) for the payment of which will and truly to be made, in lawful
money of the United States of America, we do hereby bind ourselves, successors, assigns, heirs and
personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of
_____ (\$_____) for construction of Rockdale County,
Georgia, **ITB/RFP#** : _____ as more fully appears in a written Contract Agreement
bearing the date of _____, 2019, a copy of which Contract Agreement is by reference hereby
made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and
obligations under the said Contract Agreement hereinbefore referred to and shall fully indemnify and
save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of
any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner
any and all outlay and expense which it may incur in making good any such default, and shall correct all
defects in products and workmanship appearing within one year of the completion of all Work, then this
obligation shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or
addition to the terms of the said Contract Agreement, or in the Work to be performed there under, or the
Specifications accompanying the same shall in any wise affect the obligations under this Contract
Agreement or Bond, and notice is hereby waived of any such damage, extension of time, alteration or
addition to the terms of the Contract Agreement or to the Work or to the Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et. seq.
and 36-82-100 et. seq. and all the provisions of the law referring to this character of Bond as set forth in
said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same
extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety
has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this
____ day of _____, 2019, executed in six counterparts.

CONTRACTOR - PRINCIPAL:

By: _____

Name: _____
(Please Print)

Title: _____

Address: _____

Phone: _____

ATTEST:

Name: _____
(Please Print)

Title: _____ (SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: _____

Name: _____
(Please Print)

Title: _____ (SEAL)

WITNESS:

Name: _____
(Please Print)

Title: _____ (SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

By: _____

Name: _____
(Please Print)

Title: _____

Address: _____

Phone: _____

Payment Bond

STATE OF GEORGIA

BOND NO. _____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (hereinafter known as Contractor), and we, _____, as Surety, are held and firmly bound unto Rockdale County, Georgia (hereinafter called the Owner), in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated _____, 2019, for construction of Rockdale County, Georgia **ITB/RFP#** _____: _____ (hereinafter called the Contract), which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the _____, as the agent of each party to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.

(d) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et. seq. and 36-82-100 et. seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 2019, executed in six counterparts.

CONTRACTOR - PRINCIPAL:

By: _____

Name: _____

(Please Print)

Title: _____

Address: _____

Phone: _____

ATTEST:

Name: _____

(Please Print)

Title: _____

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: _____

Name: _____

(Please Print)

Title: _____

(SEAL)

WITNESS:

Name: _____

(Please Print)

Title: _____

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

By: _____

Name: _____
(Please Print)

Title: _____

Address: _____

Phone: _____

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

- A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

2. YEAR PRIOR TO "1" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

3. YEAR PRIOR TO "2" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

1. What is the Contractor's current bonding capacity? _____

2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

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

Project #1:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #2:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #3:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable)

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

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

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? _____

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

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? _____

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me
This _____ day of _____

Signature

Notary Public

My Commission Expires:

**Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work**

*Required for each contract or arrangement to prepare or develop specifications or requirements
(O.C.G.A. § 36-80-28)*

The undersigned Consultant, who is entering into a contract or arrangement with Rockdale County to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said Rockdale County certifies that:

1. Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of Rockdale County, as may be related to the project.

2. Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or the Consultant’s employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

4. Consultant acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the Rockdale County, entitling Rockdale County to seek injunctive relief in addition to all other legal remedies.

Signature of Contractor’s Authorized Official

Printed Name & Title of Authorized Official

Date