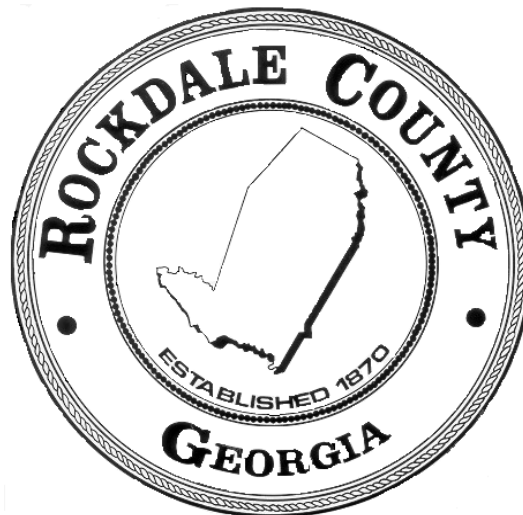


ROCKDALE COUNTY, GEORGIA

October 17, 2023

HVAC (Heating, Ventilation, and Air Conditioning) Total Maintenance, Repair, and Replacement Service

INVITATION TO BID
No. 23-26



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 purchase of **HVAC (Heating, Ventilation, and Air Conditioning) Total Maintenance, Repair, and Replacement Service** 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 Adrienne Brown, at Adrienne.m.brown@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax (770) 278-8910
E-mail: Adrienne.m.brown@rockdalecountyga.gov

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

BID COPIES FOR EVALUATION:

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

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

CONTRACT TERM:

The Contract Term will be (1) year and will auto renew (4) additional one-year terms, unless cancelled in writing 30 days before the end of current term.

Because this contract contains four (4) 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, November 16, 2023**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

PRE-BID CONFERENCE:

There will be a **MANDATORY** Pre-Bid Conference held at **Rockdale County Administration Building, 958 Milstead Ave., Room 106, Conyers, GA at 11:30 a.m., local time, November 1, 2023**. Any questions and/or misunderstandings that may arise from this ITB may be asked and answered at the pre-bid conference; however, oral responses are not authoritative. Bidders are encouraged to review the ITB before attending the pre-bid conference. Questions received after the pre-bid conference must be submitted in writing to Adrienne.m.brown@rockdalecountyga.gov or at the above address. *Any contractor who intends to submit a Bid is required to attend this meeting.*

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to Adrienne Brown at Adrienne.m.brown@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, November 9, 2023**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

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

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

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: _____

QUALIFICATIONS OF OFFERORS:

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

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

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

DEBRIEFINGS:

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

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. Also furnish 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.

SUBMITTAL COST AND CONFIDENTIALITY

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

AWARD OF CONTRACT:

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

SELECTION PROCESS:

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

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

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

INSURANCE:

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

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

PERMITS:

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

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

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

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 / will not - 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.

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.

PIGGYBACKING

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

OPEN RECORDS

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

GENERAL INFORMATION:**RECEIPT OF BID:**

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

WITHDRAWAL OF BID:

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

REJECTION OF BID:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

GOVERNING LAWS:

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

ERRORS AND OMISSIONS:

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

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 23-26** 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.

General:

Purchase Price shall include delivery, F.O.B. Rockdale County – See List of Facilities and list of HVAC Units. 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.

WHEN CHANGING OR ADDING NEW EQUIPMENT THAT YOU ARE PROPOSING:

- Include any brochures and specifications that pertain to the equipment.
- List any options and the cost for the options separately.
- Warranty information must be provided with the submittal of bid.
- All manuals associated with the service / equipment must be delivered with the equipment at no additional charge to Rockdale County.

USUAL & CUSTOMARY RATES FOR SERVICE & REPAIR CONTRACTS

In Indefinite Quantity Contracts for maintenance, repair, and services where some items' total costs are not fixed but are based upon time and materials only; then, Rockdale County reserves the right to verify that the Successful Bidder's prices are not in excess of usual and customary rates typically charged in the industry for the work requested. Should the County discover that the Successful Bidder is charging in excess of the usual and customary rates, then the County reserves the right to award such work outside the contract. In all such cases, Successful Bidder shall furnish the County with a not-to-exceed cost and completion time before beginning any work without prior approval from the Department or Division using the contract.

MINIMUM SPECIFICATIONS

I. PURPOSE

Provide quarterly PM and on-call services throughout Rockdale County properties. The Contractor shall be responsible for all services related to the maintenance, repair and replacement of heating, ventilation, and air conditioning (HVAC) systems.

II. SCOPE OF SERVICES

The Contractor shall purchase and install parts, repair, and replace key components such as compressors, condensers, evaporators, piping, motors, gauges, boilers, pumps, associated building controls and assorted accessories to ensure the efficient and proper operation of HVAC systems throughout Rockdale County.

A. **Types of Services Required**

1. **Quarterly Preventive Maintenance:**

- i. Inspect evaporator coil and refrigerant lines.
- ii. Supply and Replace filters. (Merv8 pleated)
- iii. Clean out drain pan.
- iv. Flush condensate line
- v. Blower wheel and belt check
- vi. Check electrical connections.
- vii. Air Handler visual inspection
- viii. Lubricate fittings.
- ix. Thermostat check and cool/heat mode function

2. **Add for Annual Preventive Maintenance:** In addition to quarterly above, bidders shall also conduct once a year

- i. Clean Condenser Coils
- ii. Replace belts.
- iii. Take refrigerant pressure readings.
- iv. Take Amperage of Compressor
- v. Take amperage of fan motor
- vi. Take amperage of heat strips
- vii. Check Supply air temperature differential. (delta)

3. **On Call Services**

A. The contractor shall be called upon to perform repairs, installations and services that include, but are not limited to:

1. Lubricate and repair HVAC systems, pumps, compressors, condensers, filters, belts, valves, humidifiers, and other related HVAC equipment.
2. Installation of heating, ventilation, and air conditioning equipment.
3. Conduct tests, locate problems, repair malfunctions, recharge systems with refrigerants and check operation to ensure correct repairs.

B. **Timeframe for Service Calls**

1. Quarterly PM shall be scheduled in advance with the Dept. of General Services and shall be conducted during normal business hours.

2. **High Priority Requests:**

The County's Facilities Operations and Maintenance Division will request the Contractor's services via phone, email, or service request form. The response shall include labor costs by time and rate, and all cost, with mark-ups, for equipment, materials, and parts. The response shall indicate the dates and times and the time frame in which the work will be implemented. The Contractor will not initiate the work until it has received approved authorization from the County. (Note: phone and email will be used to expedite this process.) On high priority requests the Contractor is required to initiate work within twenty-four (24) hours of receipt of authorization to start. For service requests with a project level scope that will require more intensive site investigation and analysis, the Contractor shall request an extension of the specified period to prepare its estimate and work plan. The Contractor must start and complete the work within the timeframe authorized by the County.

3. Emergency Service Request

On occasion, the County will request the Contractor's services on an emergency basis. The Contractor shall be prepared to respond to such emergency calls on a 24/7 basis. The County will make emergency requests by phone or email. The Contractor shall respond to the physical location within two (2) hours of the service request.

F. Personnel Assigned to the Work

The County requires the successful Contractor to have personnel with the appropriate EPA Refrigerant Reclamation Certificate (as required) assigned to all work as requested. **List of key personnel and an organizational chart shall be submitted with this bid.** The list and chart shall include proposed management, supervisory and technical personnel. The chart shall outline the title and function of listed personnel. **Certifications of technicians must be provided on request.**

G. Equipment, Materials, Parts, and Supplies

The Contractor shall supply all equipment, materials, parts, and supplies needed to provide the services requested. The Contractor shall provide such in completing the scope of work on any given service request. This requirement extends to boom trucks, cranes, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. The County will notify the Contractor through its service request form if it intends to provide any materials or parts needed for a work item.

H. Locations of Facilities

All facilities will be located within Rockdale County, Georgia with the exception of the Ground Storage Tank Pump Station located on Lenora Church Road, Snellville, GA which is located inside Gwinnet County.

I. Basis of Compensation

- A. Compensation to the contractor for service request work will be based on the hourly labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid and a fixed trip charge.
- B. The hourly labor rates shall include all costs associated with transportation by service vans and trucks as well as all costs for hand tools, power tools, ladders, carts, testing equipment, and miscellaneous items and consumables normally associated with electrical service calls for repair and installation work.
- C. Hourly labor rates shall begin when the contractor's personnel reach the service site and shall end when leaving the service site. A single trip charge shall be applied to cover time in transit.

MINIMUM SPECIFICATIONS – Continued

- D. Overtime rates may be charged for time outside of the “normal hours” specified in the bid.
- E. The contractor agrees that it will provide documentation of costs for parts and materials upon request of the County.
- F. The County shall not be charged for labor hours associated with the provision of cost estimates and proposals unless the County Representative has authorized such costs in writing.

III. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

A. Applicable Industry Standards

All repairs and installation shall be completed in accordance with the applicable current International Mechanical Codes.

B. Warranties

The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship (90 days) after the date of acceptance of such work by the County. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall correct warranted work promptly, at no cost to the County, after receipt of a written notice from the County to do so. Contractor shall provide the County Representative copies of the standard manufacturer’s warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide this warranty information with its service report whenever applicable.

IV. REPORTS AND INVOICING

A. Service Report Requirements

Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the County Representative. The Contractor Service Report shall include, at a minimum, the following information:

1. County Purchase Order Number
2. Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)
3. Location of Services – Facility Name/Address
4. Name of County Representative requesting Service, Repair, or Installation.
5. Description of Repairs, Services, or Installation Performed
6. Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals
7. Parts, materials and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total
8. Trip Charges Per Service Request (one (1) trip per request)

B. Summary of Costs

The contractor shall submit the Contractor Service Reports within 48 hours of the completion of the services. The

MINIMUM SPECIFICATIONS - Continued

County Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs. The County Representative will provide written approval of Service Reports. An acceptable Contractor Service Report shall serve as the basis for the contractor's invoicing.

C. Invoicing Procedure

The Contractor shall invoice the County for its services only after there is confirmation that the information provided is acceptable to the County. The invoice shall clearly indicate the name of the person requesting the service as well as the department. If changes are required by the County, the final invoice should reflect those modifications.

The Contractor shall provide invoice within seven (7) days of the approved service.

V. SPECIAL REQUIREMENTS

A. Financial Recordkeeping

The Contractor shall be required to maintain a complete set of records, including all supporting cost documentation and services correspondence for all work performed under the resulting contract for the life of the contract and one (1) year thereafter.

VI. CONTRACTOR QUALIFICATIONS

- A. The qualifications and experience of the Contractor are critical in performing the services requested, which must have assurances that the selected firm is a responsible organization capable of professionally implementing the services requested. The Contractor shall have at least five (5) years of commercial and industrial HVAC experience. As part of its bid submission, the Contractor shall provide all the information requested herein within this section. The County also reserves the right to request additional information or make further investigations to determine the ability of the Contractor to perform. The Contractor's failure to provide the information requested herein, to complete the forms in full or to provide other information requested by the County, will be cause for the County to declare the Contractor non-responsive. The County also reserves the right to reject any Contractor if the evidence furnished by the Contractor or investigation of the Contractor, fails to satisfy the County that such Contractor is properly qualified to carry out the obligations.
- B. Company has not been in Chapter 7 during the last ten (10) years.
- C. Contractor's primary office must be located within fifty (50) miles of Rockdale County.
- D. Contractor shall provide Rockdale County a minimum of three (3) references. The Contractor shall provide Rockdale County a point of reference where such work has been performed, along with point of contact, phone number, and size of project.

End Minimum Specification

List of Facilities

Fire & Rescue	Contact: Robert Kelly	Phone Number: 678-374-0143		
Fire Station No. 1	1831 Conyers Station Road	Conyers	GA	30012
Fire Station No. 2	4088 Troup Smith 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
EMA	Contact: Dan Morgan	Phone Number: 770-278-8441		
Tower Miller Bottom	3751 Miller Bottom Road	Conyers	GA	30012
Tower Smyrna Road	2349 Smyrna Road	Conyers	GA	30012
Tower Union Church	4800 Union Church Road	Stockbridge	GA	30281
911 / Communications	2120 Farmer Road	Conyers	GA	30012
New 911/EMA	3500 E Fairview Rd. SW	Stockbridge	GA	30281
Animal Services	1506 Rockbridge Road	Conyers	GA	30012
Maintenance (Building)	Contact: Dominick Villano	Phone Number: 770-278-7091		
Administrative Building	958 Milstead Avenue	Conyers	GA	30012
BOC Office	962 Milstead Avenue	Conyers	GA	30012
Courthouse	922 Court Street	Conyers	GA	30012
DFACS Building	975 Taylor Street	Conyers	GA	30012
JP Carr Community Hall-complex	981 Taylor Street	Conyers	GA	30012
JP Carr Service Center- complex	987 Taylor Street	Conyers	GA	30012
Health Department- JP Carr Complex	985 Taylor Street	Conyers	GA	30012
Mental Health Offices	977 Taylor Street	Conyers	GA	30012
Veterans Services- JP Carr Complex	983 Taylor Street	Conyers	GA	30012
Olivia Haydel Senior Services Center	1240 Dogwood Drive	Conyers	GA	30012
Transportation / Fleet	2570 Old Covington Highway	Conyers	GA	30012
Magistrate / Probate	874 Main St. NW	Conyers	GA	30012
Recycling Center	1200 Sigman Road	Conyers	GA	30012
Tech Services - Suite ABC	1329 Portman Road	Conyers	GA	30012
Portman Drive – Suite E	1329 Portman Road	Conyers	GA	30012
Environmental Health – Suite F	1329 Portman Road	Conyers	GA	30012
General Services – Suite J	1329 Portman Road	Conyers	GA	30012
Tax Commissioners Office	969 Pine Street	Conyers	GA	30012
Sheriff Dept	Contact: Kai Oden	Phone Number: 770-278-8107		
Sheriff's Office	911 Chambers Drive	Conyers	GA	30012
Sheriff's Office	3552 Hwy 20 SE	Conyers	GA	30013
Sheriff's Office	2345 Sigman Industrial	Conyers	GA	30012
Sheriff's Office	2385 Sigman Industrial	Conyers	GA	30012
Sheriff's Office	2135 Sigman Road NE	Conyers	GA	30012
Sheriff's Office	2100 Plunket Road (Gun Range)	Conyers	GA	30012
Sheriff's Office – Suite D	1329 Portman Road	Conyers	GA	30012
Coroners Building	911 Chambers Dr.	Conyers	GA	30012
Parks	Contact: Reginald Camon	Phone Number: 404-313-1143		
C.E. Steele Community Center	1040 Oakland Avenue	Conyers	GA	30012
Black Shoals Park	3001 Black Shoals Rod NE	Conyers	GA	30012
JP Carr Gym	986 Hardin Street	Conyers	GA	30012

Johnson Park	1791 Ebenezer Road	Conyers	GA	30012
Costley Mill Park	2455 Costley Mill Rd.	Conyers	Ga	30013
Tennis Center	1370 Parker Road	Conyers	GA	30012
Water	Contact(s): Jeremy Steele	Phone Number: 770-278-7448		
RWR Resource Center (Blue Building)	940 Main St. NE	Conyers	Ga	30012
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 – Suite G	1329 Portman Drive # G	Conyers	GA	30094
Water Engineering – Suite H	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
Hightower Pump Station	1055 Pleasant Hill Road	Conyers	GA	30012
Lorraine Tank Pump Station	4904 East Fairview Road	Stockbridge	GA	30281
Raw Water Pump Station	2001 Centennial Olympic Parkway	Conyers	GA	30013
Ground Storage Tank Pump Station	4848 Lenora Church Road	Snellville	GA	30039
Ground Storage Tank Pump Station	2540 Lake Rockaway Road	Conyers	GA	30012

BID FORM – ITB No. 23-26

Instructions: Complete all FOUR parts of this bid form.

PART I: Bid Summary

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

1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.	Total Annual Amount	\$

PART II: Addenda Acknowledgements (if applicable)

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

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

PART III: Vendor Information:

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

BID FORM – ITB No. 23-26 (Continued)

PART IV: Bid Summary – Proposal A – Maintenance and Repair

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

ITEM NO.	COMMODITIES OR SERVICES As per Minimum Specifications and notes below.	AMOUNT \$\$
1.	Hourly Rate for General HVAC Contractor (Normal Hours)	
2.	Hourly Rate for General H VAC Contractor (Night, Holiday and Weekend Hours)	
3.	Hourly Rate for HVAC Supervisor / Foreman (Normal Hours)	
4.	Hourly Rate for General H VAC Supervisor / Forman (Night, Holiday and Weekend Hours)	
5.	Trip Charge Per Assigned Services (Normal Hours)	
6.	Trip Charge Per Assigned Service (Night, Holiday and Weekend Hours)	
7.	Percentage Mark-Up on Parts, Materials, and Equipment	
Item No 8 – 62: Quarterly and Annual Maintenance Fee Per Building, as per Minimum Specifications and notes below.		Cost for each QUARTERLY PM
		Cost for each ANNUAL PM
	Fire & Rescue	
8.	Fire Station No. 1	
9.	Fire Station No. 2	
10.	Fire Station No. 3	
11.	Fire Station No. 4	
12.	Fire Station No. 5	
13.	Fire Station No. 6	
14.	Fire Station No. 7	
15.	Fire Station No. 8	
16.	Fire Station No. 9	
17.	Training Annex	
	TOTAL FIRE	\$
		\$
18.	Tower Miller Bottom Road	
19.	Tower Smyrna Road	
20.	Tower Union Church Road	
21.	911 / Communications Farmer Rd.	
22.	New 911 E Fairview	
23.	Animal Services	
	TOTAL EMA	\$
		\$
	Maintenance (Building)	
24.	Administrative Complex	
25.	BOC Office	
26.	Magistrate/Probate	
27.	Courthouse Complex (3 story and Historic)	
28.	DFACS Building	
29.	JP Carr Complex	
30.	Mental Health Offices	
31.	Transportation / Fleet	
32.	Recycling Center	
33.	Portman Dr. (all suites except G, H)	
34.	Tax Commissioners Office	

	TOTAL MAINTENANCE (BUILDING)	\$	\$
	Sherriff		
35.	Sheriff's Office – 911 Chambers Drive		
36.	Sheriff's Office South Precinct – 3552 Hwy 20 SE		
37.	Sheriff's Office – 2345 Sigman Industrial		
38.	Sheriff's Office – 2385 Sigman Industrial		
39.	Sheriff's Office – 2135 Sigman Road NE		
40.	Sheriff's Office – 2100 Plunket Road (Gun Range)		
41.	Sheriff's Office – Suite D 1329 Portman Road		
	TOTAL SHERIFF'S DEPARTMENT	\$	\$
	Parks		
42.	C.E. Steele Community Center		
43.	Costley Mill Park		
44.	Black Shoals Park		
45.	JP Carr Gym		
46.	Johnson Park		
47.	Olivia Haydel Senior Services Center		
48.	Tennis Center		
	TOTAL PARKS	\$	\$
	Water		
49.	Almand Branch		
50.	RWR Resource Center		
51.	Honey Creek		
52.	Scott Creek Plant		
53.	Snapping Shoals		
54.	Wastewater Treatment Plant (Quigg Branch)		
55.	Water Engineering- Portman Suites G,H		
56.	Water Central Maintenance		
57.	Water Treatment Plant		
58.	Hightower Pump Station		
59.	Lorraine Tank Pump Station		
60.	Raw Water Pump Station		
61.	Ground Storage Tank Pump Station		
62.	Ground Storage Tank Pump Station		
	TOTAL WATER	\$	\$
	TOTAL ANNUAL AMOUNT (ITEMS 8-62)	\$	\$

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

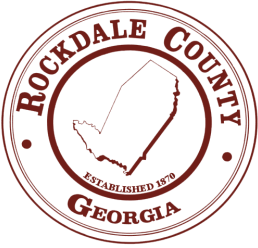
Sworn to and subscribed before me

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: _____

HVAC MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made as of the _____ day of _____, 2022, between _____, a _____ corporation, (“Contractor”), whose address is _____, and Rockdale County, Georgia, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012 (the “County”).

1. Sale and Purchase

Contractor hereby agrees to provide the County, and the County hereby agrees to procure from Contractor, on-call heating, ventilation, and air conditioning (HVAC) maintenance and repair services for the county-owned designated properties listed in Proposal A of the Bid Form and attached hereto and made a part hereof, ("locations").

2. Term and Termination

- 2.1 This Agreement shall be effective as of the date first set forth above. The term of this Agreement shall be for twelve (12) months (“Term”), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew four (4) additional 12-month terms.
- 2.2 Either party may terminate this Agreement by giving no less than fifteen (15) days prior written notice to the other party.

3. Specifications

All on-call heating, ventilation, and air conditioning (HVAC) maintenance and repair services provided by Contractor shall conform to the specifications set forth in the County’s Invitation to Bid (ITB) No. 23-XXX incorporated herein by reference, (hereinafter called “Services”), and Contractor’s Bid dated _____, attached hereto and made a part hereof, (hereinafter called “Bid”).

4. Schedule

- 4.1 Services shall be provided to the County in accordance with the Price Schedule lined out in Proposal A of the attached Bid Form to this Agreement.

5. Price and Charges for Service(s)

- 5.1 All pricing is fixed through the term of this Agreement and shall be as set forth in Contractor’s Bid.

6. Invoicing and Payment

Contractor shall invoice the County for the on-call heating, ventilation, and air conditioning (HVAC) maintenance and repair services provided under this Agreement. All payments due Contractor hereunder shall be made to Contractor at the location indicated on the invoice. Original invoices must be submitted to: Rockdale County Finance Department, P.O. Box 289, Conyers, GA 30012, Reference Contract No. 2023 - _____. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

7. Indemnity

Each party hereby agrees to indemnify and hold harmless the other party from and 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 Services provided by Contractor 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.

8. Limitation of Liability

- 8.1 The County acknowledges that there are hazards associated with the use of chemicals, that it understand such hazards, and that it is responsibility of the County to warn and protect its employees and others exposed to such hazard. Contractor shall provide the County with copies of Material Safety Data Sheets relating to chemicals used for the County to make such warning, and the County shall hold harmless, indemnify and defend Contractor from and against any liability incurred by Contractor because such warnings were not made. The County assumes all risk and liability for loss, damages or injury to persons or to property of the County or others arising out of the presence or use of chemicals.
- 8.2 No claim of any kind with respect to non-delivery of Services shall be greater than the Unit Price payable hereunder for the Service in respect to which such claim is made and the County's sole and exclusive remedy (except for the remedy of cancellation for material default) for delivery of nonconforming service shall be replacement by Contractor of like service at no additional cost to the County.

9. Force Majeure

- 9.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay or delay in performance which is due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation or normal sources of supply of labor, materials, transportation, energy, or utilities, accident, act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with act of government and government regulations (whether or not valid), embargo, machinery or equipment breakdown, or any other cause whether similar or dissimilar to any of the causes or categories of cause describe above and which is beyond the reasonable control of the party claiming excuse hereunder.
- 9.2 Either party affected by an event described in Paragraph 10.1, shall, promptly upon learning of such event and ascertaining that it has or will affect its performance hereunder, give notice to the other party, stating the nature of the event, its anticipated duration and any actions being taken to avoid or minimize its effect.

10. Other Supply Source

- 10.1 If Contractor is unable to supply any of the County's requirement for on-call heating, ventilation, and air conditioning (HVAC) maintenance and repair services, the County may, with Contractor's approval (which approval shall not be unreasonably withheld), purchase such requirements from other qualified vendors during such period of Contractor's inability.

11. Insurance

- 11.1 The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the Invitation to Bid, 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.

12. Changes in the Contract

- 12.1 The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Amendment. No modification of the contract is binding unless it is in writing and signed by the parties hereto.

13. Notice

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

To the County:

Rockdale County, Georgia
 Finance Department – Purchasing Division
 Attn: Tina Malone
 P. O. Box 289
 Conyers, Georgia 30012
 Email: tina.malone@rockdalecountyga.gov
 Phone: 770-278-7552

To the Contractor:

 Attn: _____

 Email:
 Phone:

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

14. Corporate Authority

14.1 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.

15. General Provisions

- 15.1 This Agreement is subject to acceptance by a duly authorized representative of Contractor.
- 15.2 Any dispute between the parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of 60 days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.
- 15.3 If any provision of this Agreement is held invalid by any law and/or regulation, all other provisions hereof shall continue in full force and effect.
- 15.4 This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of law provisions.
- 15.5 In the event of conflict between the terms of this Agreement and any of its Attachments, the terms of the Agreement shall govern.

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.

Rockdale County, Georgia

Contractor Name Here

By: _____
Osborn Nesbitt, Sr., Chairman

By: _____

Name & Title (Typed or Printed)

Federal Tax I. D. Number

Attest:

Attest:

Jennifer Rutledge, Executive Director/
County Clerk
Approved as to form:

Corporate Secretary or Assistant
Corporate Secretary

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

- _____ **Bid Form (See Page 18)**
- _____ **Bid Item Table (See Page 19-20)**
- _____ **All Applicable Affidavit Forms (See Pages 21-26)**
- _____ **Local Vendor Preference Policy (If Applicable) - (See Page 32)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 27-31)**
- _____ **Subcontractors (See Page 37)**
- _____ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- _____ **Proof of Business License**
- _____ **Proof of Georgia General Contractor or Utility Contractor License**

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