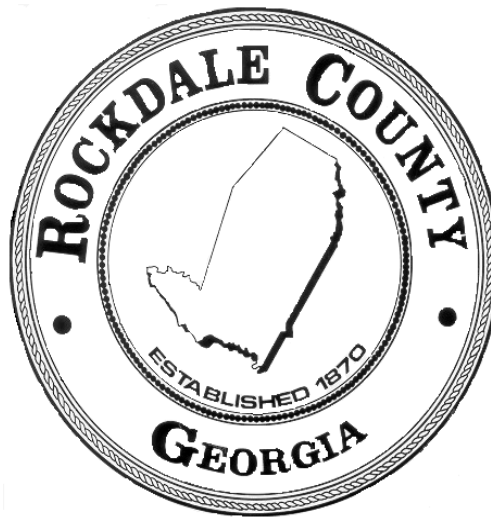


# **ROCKDALE COUNTY, GEORGIA**

**July 7, 2021**

## **Lawn Maintenance for the Water Treatment Plant**

### **INVITATION TO BID No. 21-12**



**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 Lawn Maintenance for the Water Treatment Plant in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

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

**PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at [meagan.porch@rockdalecountyga.gov](mailto: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](mailto:meagan.porch@rockdalecountyga.gov)

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

**BID COPIES FOR EVALUATION:**

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

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

**CONTRACT TERM:**

One year with option to renew 2 additional one-year terms, renewable each year.

**DUE DATE:**

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, August 5, 2021**. 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 the **Rockdale County Water Treatment Plant, located at 3090 Gees Mill Road, Conyers, GA 30013 at 11:00 A.M., local time, Monday, July 19, 2021.** 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 [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@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 [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or at the above address no later than **2:00 p.m., local time, on Thursday, July 29, 2021.** 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](http://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](http://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](http://www.rockdalecountyga.gov), under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.***

**SILENCE OF SPECIFICATIONS**

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

**OPTION TO AUDIT**

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

**TORT IMMUNITY:**

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

**PROPRIETARY INFORMATION:**

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A.

§10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

**AWARD OF CONTRACT:**

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

**QUANTITIES:**

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

**SELECTION PROCESS:**

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

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

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

**INSURANCE:**

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

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

**BONDS: N/A****PERMITS:**

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

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

Vendors submitting a Qualification package in response to this 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](http://www.rockdalecountyga.gov), Bid Opportunities. Local vendors interested in being considered for the Local Vendor Preference must submit an

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

**LIQUIDATED DAMAGES**

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$100.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

**PIGGYBACKING**

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

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

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

**WITHDRAWAL OF BID:**

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

**REJECTION OF BID:**

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

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

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

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

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

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

**GOVERNING LAWS:**

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

**ERRORS AND OMISSIONS:**

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

**STANDARD INSTRUCTIONS:**

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 21-12** 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 #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidders shall state delivery time after receiving order.
14. Bidders shall identify any subcontractors, and include an explanation of the service or product that they may provide.

## **Scope of Work**

Rockdale County is seeking qualified bidders to provide year-round, lawn maintenance services for the Water Treatment Plant and Water Tanks at the following locations:

1. Water Treatment Plant, 3090 Gees Mill Road
2. Sweetheart Tank, Hwy 138
3. Maxwell Tank, Parker Road
4. Lorraine Tank, 4904 East Fairview Road
5. Bio-Lab Tank, 1680 Old Covington Hwy
6. DeKalb Tank, 2540 Lake Rockaway Road
7. Lenora Church Road. 4848 Old Salem Road
8. Hightower Tank, 1055 Pleasant Hill Road.

These services will include grass cutting, blowing, edging, weeding, pruning, and debris removal and will consist of weekly visits April to October and bi-weekly visits November to March. Contractor must furnish all labor and materials necessary for the performance of these services. All maintenance must be done during normal business hours, Monday through Friday from 8am – 5pm.

### **April through October (weekly)**

Contractor shall perform the following weekly services:

Mow all turf areas at a cutting height that is appropriate to turf species. Any grass clippings or leaves must be mulched up or hauled away.

Weed-eat around structures and obstacles as needed.

Edge all curbs and walkways.

Trim all shrubbery as needed to maintain shape and neat appearance.

Trim all ivy and other groundcovers to keep neat.

Prune any low hanging limbs to keep neat and safe.

Remove all debris including trash, leaves, paper, bottles, cans, and rubbish.

The Contractor shall provide a cut that is clean and sharp with uniform distribution of cuttings at all times for areas mowed. Any areas determined to be unsatisfactory by the County shall be re-mowed at no additional cost to the County.

### **November through March (bi-weekly)**

Contractor shall perform the following bi-weekly services:

Mow all turf areas at a cutting height that is appropriate to turf species. Any grass clippings or leaves must be mulched up or hauled away.

Weed-eat around structures and obstacles as needed.

Edge all curbs and walkways.

Trim all shrubbery as needed to maintain shape and neat appearance.

Trim all ivy and other groundcovers to keep neat.

Prune any low hanging limbs to keep neat and safe.

Remove all debris including trash, leaves, paper, bottles, cans, and rubbish.

The Contractor shall provide a cut that is clean and sharp with uniform distribution of cuttings at all times for areas mowed. Any areas determined to be unsatisfactory by the County shall be re-mowed at no additional cost to the County.

### **ADDITIONAL TERMS AND CONDITIONS:**

Equipment Storage – No storage or service of equipment should take place on County property.

Response Time – Successful Bidder will respond to regular service calls within **forty-eight (48) hours** after receipt of call from the County. Initial response to emergency calls must occur within **two (2) hours** after receipt of notification from the County. For the purposes of this bid, an emergency shall be defined as any condition that poses a threat to health, welfare, or safety of people and/or property or a condition that will negatively impact any essential service(s) as determined by Rockdale County. The successful bidder will provide the County with a twenty-four (24) hour emergency contact and telephone number. *Delivery of emergency services must occur within twenty-four (24) hours.*

Bidder state agreement: Yes\_\_\_\_\_ No\_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Emergency telephone number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Alternate delivery time may be considered provided it is so stated below:

\_\_\_\_\_

\_\_\_\_\_

(Bidder state alternate time for delivery of services)

Contractor Damages – Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the County. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of the County's expenses incurred by the County for labor, material or equipment to restore the property to its original condition.

Fuel Surcharges & Ecological Fees – Rockdale County will not accept fuel surcharges or ecological fees from the bidder.

Uniforms – The Contractor will provide, at Contractor's expense, color coordinated uniforms for all contractor personnel. Such uniforms shall meet the County's public image requirements and be maintained by Contractor so that all personnel are professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

Required Signatures - Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

Background Check - Successful contractor is required to do background checks on all employees. All contractor employees must be drug-free.

Lead Crew Worker – The Contractor shall maintain a Lead Crew Worker at the sites at all times during the hours of scheduled maintenance service, and such Lead Crew Worker shall be able to be communicated with by two way radio or cellular telephone. Lead Crew Worker must also speak and understand the English language.

Equipment/Products – Selected Contractor must furnish his/her own equipment and products (ex: pesticides, plants, mulch, fertilizer, etc.) in the performance of the contract.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified by the County. If, in the opinion of the County, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall immediately provide additional equipment as directed by the County at no additional cost to the County.

The County reserves the right to inspect all equipment before it is placed in or while it is in service. If at any time, the County determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County. Inspection and approval of the Contractor's equipment by the County shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for completion of the mowing cycle.

## BID FORM – ITB No. 21-12

Instructions: Complete all THREE parts of this bid form.

### PART I: Bid Summary

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

1.	<b>Water Treatment Plant</b>	\$
2.	<b>Sweetheart Tank</b>	\$
3.	<b>Maxwell Tank</b>	\$
4.	<b>Lorraine Tank</b>	\$
5.	<b>Bio-Lab Tank</b>	\$
6.	<b>DeKalb Tank</b>	\$
7.	<b>Lenora Church Road</b>	\$
8.	<b>Hightower Tank</b>	\$

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

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

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

### PART III: Vendor Information:

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

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

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

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

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

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

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

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

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
 (Signed)

\_\_\_\_\_  
 (Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

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

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

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

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

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

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

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

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
 (Signed)

\_\_\_\_\_  
 (Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

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

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

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

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

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

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

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

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

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

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

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

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

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

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

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

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

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

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

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

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

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

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

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

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

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

## Affidavit Verifying Status for County Public Benefit Application

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

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

**OR**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

\*

\_\_\_\_\_  
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My commission Expires:

**\*Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

\_\_\_\_\_

## **CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE**

**NAME OF PROPOSED CONTRACTOR:** \_\_\_\_\_

### **I. INSTRUCTIONS**

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

### **II. GENERAL BACKGROUND**

- A. Current address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- B. Previous Name or address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- C. Current president or CEO and years in position: \_\_\_\_\_
- D. Number of permanent employees: \_\_\_\_\_
- E. Name and address of affiliated companies: \_\_\_\_\_  
\_\_\_\_\_

### **III. FINANCIAL STATUS**

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

- 1. LAST COMPLETE FISCAL YEAR:

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

2. YEAR PRIOR TO "1" ABOVE:

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

3. YEAR PRIOR TO "2" ABOVE:

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

**B. BANKRUPTCIES**

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

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

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

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

**C. BONDING**

1. What is the Contractor's current bonding capacity? \_\_\_\_\_
2. What is the value of the Contractor's work currently under contract? \_\_\_\_\_

**IV. COMPANY EXPERIENCE – SIMILAR PROJECTS**

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

**Reference/Project #1:**

Name and Address:

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

Date of Construction/Project:	<hr/>
Type of Construction/Project:	<hr/>
Contract Price:	<hr/>
Owner contact info:	<hr/> <hr/> <hr/>
Architect/Engineer contact info: (if applicable)	<hr/> <hr/> <hr/>
<b>Reference/Project #2:</b>	
Name and Address:	<hr/> <hr/> <hr/>
Date of Construction/Project:	<hr/>
Type of Construction/Project:	<hr/>
Contract Price:	<hr/>
Owner contact info:	<hr/> <hr/> <hr/>
Architect/Engineer contact info: (if applicable)	<hr/> <hr/> <hr/>
<b>Reference/Project #3:</b>	
Name and Address:	<hr/> <hr/> <hr/>
Date of Construction/Project:	<hr/>
Type of Construction/Project:	<hr/>
Contract Price:	<hr/>
Owner contact info:	<hr/> <hr/> <hr/>

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: