

# **REQUEST FOR PROPOSALS**

**No. 22-14**

**ROCKDALE COUNTY, GEORGIA**

**May 4, 2022**

**PURCHASE & INSTALL - FILTER  
BACKWASH MONITORS AT THE WATER  
TREATMENT PLANT**



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

**INTRODUCTION:**

Rockdale County is requesting Competitive Sealed Proposals for the **Purchase and Install of Filter Backwash Monitors at the Water Treatment Plant**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

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

**PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at [meagan.porch@rockdalecountyga.gov](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 proposers receive the same information, proposers are requested NOT to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.**

**PROPOSAL COPIES FOR EVALUATION:**

Technical Proposal:

One (1) hard copy, 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.

Price Proposal:

Two (2) hard copies of the Price Proposal Form are required to be submitted in a separate sealed envelope labeled "Proposal Form". Please also include a copy of the Price Proposal Form on the Flash Drive.

**CONTRACT TERM:**

The Contract Term TBD.

**DUE DATE:**

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, June 2, 2022**. Proposals received after this time will not be accepted.

**PRE-PROPOSAL CONFERENCE:**

There will be a **MANDATORY** Pre-Proposal Conference and Site Visit held at the **Rockdale County Water Treatment Plant, 3090 Gees Mill Road NE, Conyers, GA 30013, at 10:00 A.M., local time, Wednesday, May 18, 2022.** Any questions and/or misunderstandings that may arise from this RFP may be asked and answered at the pre-proposal conference; however, oral responses are not authoritative. Proposers are encouraged to review the RFP before attending the pre-proposal conference. Questions received after the pre-proposal 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 proposal is required to attend this meeting.*

**QUESTIONS AND CLARIFICATIONS:**

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or at the above address no later than **2:00 p.m., local time, on Thursday, May 26, 2022.** It shall be the proposer's 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 RFP will be issued in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

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

**DELIVERY**

**NOTE: F.O.B. POINT:** Unless otherwise stated in the invitation and any resulting contract, or qualified by the bidder, all articles will be F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Successful bidder must comply with this paragraph. Please call during business hours, 8:00am to 5:00pm, to the telephone number listed below.

**F.O.B. LOCATION: Rockdale County Water Treatment Plant**  
 3090 Gees Mill Road NE  
 Conyers, Georgia 30013  
 Telephone: (770) 278-7485  
 (normal business hours apply to this phone number)

## 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 1<sup>st</sup> year requirement, estimated rate of growth, total capacity in Gb required for initial 2 years)
- Platforms involved – list all (Windows, iOS, Android, Linux, etc.)
- Scanners, cameras, monitors, printers (Mfg. and Model)
- Software requirements (utilities, DB scripts, applications, – Name and Developer)
- High-level diagram of the solution (Host, Storage, DBs, Applications, Interfaces to other applications)

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

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

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

**QUALIFICATIONS OF OFFERORS:**

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

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

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

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

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

**PROPRIETARY INFORMATION**

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

**FINANCIAL STABILITY**

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

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

**SELECTION PROCESS:**

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

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

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

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

**EVALUATION CRITERIA:**

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

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

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

- Responsiveness to the RFP - **(10%)**
- Warranty information for the product and the installation; Life cycle of the product. Sustainability for the economic and/or environmental benefits - **(15%)**
- Delivery time and implementation schedules - **(15%)**
- Total Cost – **(40%)**
- Customer experience with similar type of installs - **(20%)**

**INTERVIEWS**

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

**INSURANCE:**

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

Coverages:	Limits of Liability:
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
(If hazardous substances are involved)	
Contractor's Pollution Liability (with 1-year extended reporting period)	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Environmental Impairment Liability (with 1-year extended reporting period)	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
General Liability	\$1,000,000.00

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

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

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

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia  
958 Milstead Avenue  
Conyers, GA 30012

**BONDS:**

N/A

**PERMITS:**

N/A

**AWARD OF CONTRACT**

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

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

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

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

**GENERAL INFORMATION**

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

**WITHDRAWAL OF PROPOSAL:**

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

**REJECTION OF PROPOSAL:**

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

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

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

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

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

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

## STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No. **22-14** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
  - i. Federal I.D. #58-6000882
  - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

**BID SPECIFICATIONS:**

The specifications are as follows below and, on the examples, attached.

**General:**

Purchase Price shall include delivery, F.O.B. Rockdale County WTP, Conyers, GA 30013.

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

List any options and the cost for the options separately.

Warranty information must be provided with the submittal of bid.

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

**Filter Backwash Monitoring Unit Specifications:**

- Four (4) Filter Backwash Monitors, each with two (2) cells – For a total of eight (8) cells.
- When a filter is backwashed, Cell A is washed and then Cell B gets washed.
- The requirement is for each cell to be monitored during backwash for:
  - Turbidity.
  - Media Expansion.
  - Monitors must read real time during wash cycle for each cell.
  - Monitors must have capability to retrieve information for viewing, charting, and printing.
  - Monitors to be installed inside filter building.
  - A basic system is all that is needed. Monitors will not be required to be connected to a SCADA System.
  - Monitors shall have a ground (three (3) prong) plug.
  - Full installation and configuration are required.
  - Power for monitors will be provided by Rockdale Water Treatment Plant staff.
- **Please refer to attached two (2) examples:**
  - Example #1: Filtersmart Stand Alone Instrument.
  - Example #2: Filter Magic Zero2Waste Z2W IQ System

**Technical:**

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

## PRICE PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

### PART I: Proposal Summary

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

	Item Description	Cost of Each	Extended Cost
1.	Filter Backwash Monitor Unit – Each	\$	\$
2.	Delivery Cost	\$	\$
3.	Installation & Configuration Cost	\$	\$
4.	Additional Costs – Please List	\$	\$
5.	<b>Total Lump Sum – Four (4) Filter Backwash Monitors with Two (2) Cells Each, Delivery, Installation, &amp; Configuration (including additional cost)</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:

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

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

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

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

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

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

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

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

(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 RFP in connection with the Contract for which the attached RFP 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 RFP 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 RFP 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 RFP;

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

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

(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 RFP in connection with the Contract for which the attached RFP 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 RFP 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 RFP 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:

**Project #1:**

Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date of Project: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Owner contact info: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer contact info:  
(if applicable) \_\_\_\_\_  
\_\_\_\_\_

**Project #2:**

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Project: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Owner contact info: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer contact info:  
(if applicable) \_\_\_\_\_  
\_\_\_\_\_

**Project #3:**

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Project: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Owner contact info: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer contact info: \_\_\_\_\_  
 (if applicable) \_\_\_\_\_  
 \_\_\_\_\_

**V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS**

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

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

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

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

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

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

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

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

**VI COMMENTS**

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

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

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

listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature

Notary Public

My Commission Expires:

**SAMPLE CONTRACT  
(PAGE 1 OF 6)**

**PURCHASE AND INSTALLATION OF EQUIPMENT (SAMPLE CONTRACT)**

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and \_\_\_\_\_, a \_\_\_\_\_ corporation, whose address is \_\_\_\_\_, (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for the purchase and installation of \_\_\_\_\_, which includes \_\_\_\_\_.

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

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

1. **Services Provided by Contractor.**

The Contractor shall furnish all products, tools, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the installation of \_\_\_\_\_ in accordance with the Contractor's Proposal dated \_\_\_\_\_ (hereinafter called "Work"), attached hereto and made a part hereof. Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the \_\_\_\_\_ Director or his/her designee and consistent with all Federal, State and Local laws.

The Contract Documents and Contractor's Proposal is considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe, and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specific in a written Notice to Proceed and shall fully complete all work hereunder within \_\_\_\_\_ days/months, unless modified and agreed upon by both parties in writing.

2. **Fees and Compensation.**

- a) **Contract Price:** The Contract Price shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_), and shall be the total amount payable by the County to the Contractor for the performance of the Work set forth in the Contract Documents, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

**SAMPLE CONTRACT  
(PAGE 2 OF 6)**

- (b) **Payments Withheld:** The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:
- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
  - (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

Payment Terms: Payment shall be as follows: Net 30

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be \_\_\_\_\_ days/months from the date the Contractor receives notice to proceed from the County, unless terminated by either party as detailed in section 13 of this Agreement.

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. Contractor will not be penalized for the inability to complete the installation caused by other vendor's delays. 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.

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

**SAMPLE CONTRACT  
(PAGE 3 OF 6)**

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

**6. Changes in the Contract.**

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 Change Order.

**7. Insurance.**

The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the RFP, 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.

**8. Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment, and operations to be affected, and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power, or other means necessary to sustain facility operations.

**9. Protection of Work, Property and Persons.**

- (a) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.
- (b) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due, or which may become due the Contractor under this Contract.
- (c) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury, or loss.
- (d) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

**SAMPLE CONTRACT  
(PAGE 4 OF 6)**

10. **Indemnification.**

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

11. **Termination of Agreement.**

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

12. **Notice.**

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  
Attn: Tina Malone  
P. O. Box 289  
Conyers, Georgia 30012  
Phone – 770-278-7553  
Email – [tina.malone@rockdalecountyga.gov](mailto:tina.malone@rockdalecountyga.gov)

**To the Contractor:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Phone – \_\_\_\_\_  
Email - \_\_\_\_\_

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

13. **Assignment.**

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

14. **Corporate Authority.**

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. **Waiver.**

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

**SAMPLE CONTRACT  
(PAGE 5 OF 6)**

16. **Severability.**

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

17. **Interpretation.**

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

18. **Venue & Jurisdiction.**

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

19. **Governing Law.**

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

20. **Binding Effect.**

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

21. **Further Assurances.**

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

22. **Entire Agreement.**

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

**SAMPLE CONTRACT  
(PAGE 6 OF 6)**

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

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Osborn Nesbitt, Sr., Chairman

\_\_\_\_\_  
Name (Typed or Printed)

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Jennifer Rutledge, Executive Director/  
County Clerk

Attest:

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: \_\_\_\_\_

## PROPOSAL CHECKLIST

\_\_\_\_\_ Two (2) Hardcopies (one original & one photocopy) 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:

\_\_\_\_\_ Price Proposal Form (See Page 13)

\*Two (2) Hard Copies of the Price Proposal Form must be submitted (one original & one photocopy).

\_\_\_\_\_ All Applicable Affidavit Forms (See Pages 14 - 19)

\_\_\_\_\_ Contractor's Qualification Statement & Questionnaire (See Pages 20 - 24)

\_\_\_\_\_ Subcontractors (See Page 31)

\_\_\_\_\_ 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 (if applicable)

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

## FilterSmart Sensors

### Media Level & Expansion

Measurement Principle  
Underwater acoustic

Range  
1.0 to 20 ft. (0.305 to 6.1 m)

Sensor Measurement Resolution  
0.1 Unit of measure

Accuracy  
0.2 in at 10.0 ft. (5 mm at 3.05 m)

Operating Temperature  
34 to 125°F (1 to 52°C)

Power Requirement  
15VDC Standard: 2.4W; Wiper: 3W

Configuration Backup  
Settings stored in FLASH memory

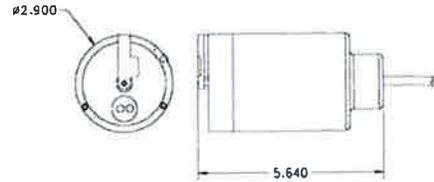
Sensor Construction  
IP68, ABS and epoxy  
Stainless steel and rubber (wiper only)

**Turbidity**  
Measurement Principle  
90 degrees scattered light, pulsed LED

Range  
0-50 NTU

Repeatability\*  
1% @ 50 NTU

Certifications  
CE



All dimensions in inches

\*Accuracy has been tested under controlled conditions using a Formazin solution and field results of  $\pm 2\%$  across the measurement range can be expected with an installation on a properly grounded circuit. Since the sensor is installed in an active filter, turbidity readings can be affected by bubbles, poor electrical grounding, localized flow rate at the sensor, and heavier suspended solids that may be present dynamically.

## Controller

Operational Conditions  
-40° to +140°F (-40° to +60° C)

Power Requirements  
100 to 240 VAC, 50/60 Hz - 1A  
Power 65 W (fused)  
Optional: 24VDC

Display  
Graphical backlit monochrome screen  
Resolution: 320 x 240 pixels  
Viewing Area: 2.6 x 3.45 in (92 x 122 mm)

Reported Measurement Resolution  
1.0 (in & cm), 0.1 (ft), 0.01 (m), 0.1 (NTU)

Communications  
RS-485 MODBUS RTU  
(2) 4-20mA Output  
(1) Media Level, Expansion, or Percent Expansion  
(1) Turbidity

Integral RF Module (Optional)

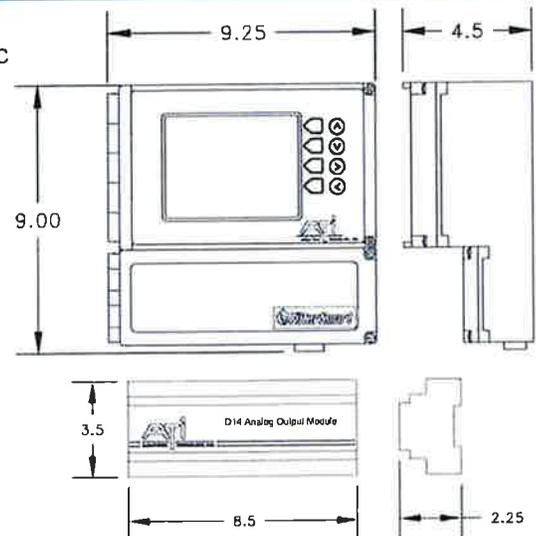
Relays (Optional)  
(4) Relays: 10A @ 250 VAC; 10A @ 30VDC  
Configurable for high/low measurement alert or sensor fault

Enclosure  
NEMA 4X, IP65; Polycarbonate

Weight  
Approximately 3.0 lb (1.36 kg) depending on configuration

Certifications  
CE

Modbus to Analog Output Converter (optional)  
18-30VDC  
DIN Rail Mount  
Up to 16 isolated analog outputs (enough for 8 sensors)



## Power Supply Unit (Required only in multi-sensor network applications)

Operational Conditions  
-40° to +140°F (-40° to +60° C)

Power Requirements  
100 to 240 VAC, 50/60 Hz - 1A  
Power 20 W - 1.34A  
Optional: 24VDC

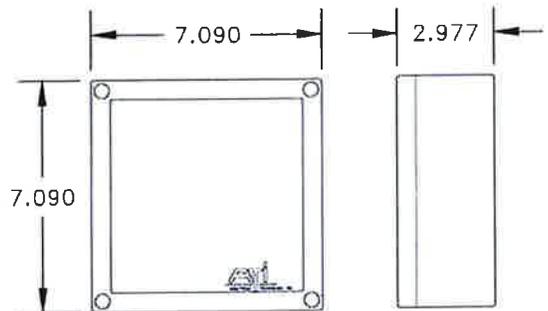
Communications  
RS-485 MODBUS RTU  
(2) 4-20mA Output  
(1) Media Level, Expansion, or Percent Expansion  
(1) Turbidity

Integral RF Module (Optional)

Enclosure  
NEMA 4X, IP65; Polycarbonate

Weight  
Approximately 1.5 lb (0.68 kg)

Certifications  
CE



6 Iron Bridge Drive  
Collegeville, PA 19426  
(610) 917-0991  
sales@analyticaltechnology.com

Systems are available as standalone instruments or highly cost-effective multiple sensor networks!



315 S. Locust Street, Suite 104  
Denton, TX 76201  
(940) 898-1173  
entech@entechdesign.com

## ENGINEERING SPECIFICATION – FilterSmart™ Stand Alone Instrument

### Ultrasonic Media Level, Media Expansion and Backwash Turbidity Instrument

Instrument Category: Analytical

Instrument Type: Underwater ultrasonic media level and expansion, and surface scatter pulsed LED turbidity

Power Supply: Controller: 100 to 240 VAC, 50/60 Hz (Optional 24 VDC)  
Sensor: Supplied by Controller

Signal Output: 4-20 mA into 600 ohm max. load; RS-485 Modbus RTU Protocol

Process Connection: Sensor – ¾ inch FNPT.

### Measurement

The purpose of this instrument is to measure the depth of media, media expansion during backwashing, and backwash turbidity measurement in a granular media filter. The media depth and expansion measurement technique is underwater ultrasonic capable of providing continuous measurements. The turbidity measurement technique is 90° surface scatter pulsed LED light source.

### Equipment Components - General

The system shall consist of a microprocessor-based Smart Sensor and Controller, interconnecting cable, mounting brackets and hardware.

### Smart Sensor

The primary element shall be a microprocessor-based ultrasonic Smart Sensor operating in the range of 550kHz to 750kHz and shall include a fully integrated 90° surface scatter pulsed LED backwash turbidity meter with ambient light compensation. Sensors shall receive power from the Controller that it is connected to and shall receive programming instructions from the Controller.

The Smart Sensor shall have a self-cleaning wiper mechanism consisting of a synthetic wiper and stainless steel shaft. The wiper mechanism shall be powered by the Controller and shall be capable of removing bubbles, slime and other material accumulations from the surface of the sensor.

### Controller

The Controller shall consist of a multi-function graphical user interface with integral membrane switch for instrument programming, measurement indication, and other instrument functions. It shall supply power to the sensor, and provide connections necessary to effect instrument communication.

The Controller shall be capable of being fitted with a cell modem to facilitate remote factory start-up and technical support when such service is specified as an option. The cell modem feature shall enable remote programming and control of the Smart Sensor.

### **Optional Cell Modem Factory Service**

When included as an option, the Controller shall be fitted with a cellular modem with activated cell service for a specified period of time. During the service time, the supplier shall provide remote factory start-up and technical support in accordance with the terms of the Cell Modem Factory Service Agreement.

### **Performance**

#### **MEDIA LEVEL & EXPANSION**

Measurement Range: 1.0 ft. to 32.0

Resolution: 0.12 in. at 10.0 ft.

Accuracy: 0.1 ft. at 10.0 ft.

#### **Operating Temperature**

Controller: -40°F to +140°F

Power Supply Unit: -40°F to +140°F

Sensor: 34°F to +125°F

#### **BACKWASH TURBIDITY**

Range: 0-50 NTU

Accuracy – 1% @ 50 NTU

Repeatability – 1% @ 50 NTU

### **Communications**

#### **Smart Sensor:**

RS-485 Modbus RTU protocol

(2) 4-20mA Current Loop into Max. 600 ohms. Assignment:

(1) User assignable to Media Level, Media Expansion or Percent Media Expansion

(1) Factory assigned to Backwash Turbidity (0-50 NTU)

#### **Controller:**

Display - 320 x 240 Backlit Graphical Monochrome (2.6 x 3.45 in. viewing area)

RS-485 Modbus RTU protocol, RS-232 Modbus protocol

Programmable Relays (1-4, Optional)

Data may be downloaded with ATI's data download utility.

### **Mechanical**

#### **Smart Sensor**

ABS and epoxy, IP68

Dimensions:

#### **Controller:**

NEMA 4X, IP65 Polycarbonate Enclosure

Dimensions: 9.25 x 9.0 x 4.5 in.

### **Power Requirements**

Smart Sensor: 15VDC, 20W (Provided by the EchoSmart Controller)  
Controller: 100-240 VAC, 50/60 Hz (1A); 24 VDC (Optional)

### **Implementation**

The SmartSensor shall be constructed of materials suitable for the environment in which it is installed. The SmartSensor shall be positioned in the tank and installed in accordance with manufacturer recommendations.

### **Manufacturer**

**Analytical Technology, Inc.**  
**Entech Design FilterSmart Media Expansion and Backwash Turbidity Analyzer, No Equal**

(Specify equipment configuration detail, including sensor model in the Instrument List and the P&ID drawings.)

## FILTER MAGIC ZERO2WASTE Z2W IQ SYSTEM

- Flexible Operator Access Screens
  - Unlimited Thin Client Access on Mobile Phones / Tablets / Browsers
  - Interactive and scalable screens that provide Operators with the tools necessary to manually tune their backwashes through their existing filter control consoles for best performance without wasting water.
  - The system will monitor backwash turbidity, media level, media bed expansion, Filter Level, and backwash flow.
  - Using monitored data, and input from Operations, the system will analyze the backwash and provide feedback to Operators to optimize filter performance to minimize backwash water waste.
  - The system can provide backwash totals on the various stages of the backwash to assist operators in optimizing the backwash. The system also provides visual and relay cues to end the High-wash stage, and performance indicators on Good, Over-wash, Under-wash, and Media Over/Under Expanded status.
  - System can provide Filter Backwash Reports and Trends (On Demand)
  - System can provide email alerts on completed backwash statistics.
- 1 - Z2W® IQ Backwash Analyzer Panel (BAP)
  - NEMA 4X Polycarbonate Panel; 20" H x 20" W x 8" D
  - 120 VAC Power Input
  - 24 VDC Power supply and UPS
  - Secure Encrypted Wi-Fi hotspot for Thin Client Access.
  - 2 - Ethernet Ports (Protocol Gateway and local Laptop interface)
  - Long term Process Data logging Historian with LCD Touchscreen Access
  - 2-year cellular communication to Filter Magic® for remote support, troubleshooting and diagnostics
- 8 - Z2W IQ Backwash Sensor Panel (BSP) (Two per Dual Cell Filter)
  - 1 -Sensor Controller
  - 1 - BW Turbidity/Media Level Sensors
    - **NEMA4X**
    - Influent/ Backwash Turbidity Sensor
    - Media Level / Media bed Expansion Level Sensor
    - Sensor Wiper
    - Diagnostics
    - 20 ft 8-conductor Sensor Cable
  - 1 - Filter Level Sensor
- 8 - Z2W® IQ Sensor Brackets
  - Aluminum
  - Handrail Mounted
  - Quick Release Clamps for vertical conduit to Sensor
  - NEMA 4X polycarbonate sensor cable Interface Panel
- 8 - 50 ft Z2W® IQ 8-conductor Extension SensorCables
- Installation, Operations and Maintenance Manual
- Start-up/ Training.
- Additional trips or days for Installation Supervision, Startup or Training are \$1,500.00 per day including travel expense.
- Two (2) - Year System Warranty

The Zero2Waste® IQ System Does Not Include:

- o Installation, Electrical or Termination Services
- o Vertical aluminum conduit for mounting of sensors in filter from filter sensor bracket
- o 120 VAC Power Source
- o Interface of existing effluent turbidity and backwash flow signals from filters to Z2W® IQ System
- o Smart mobile phones or tablets
- o Interface to existing plant SCADA

# Industrial Control Systems, Inc.

20 West Williamsburg Road • Sandston, VA 23150  
(804) 737-1700 • FAX (804) 737-7133  
www.ics-scada.com

Rockdale Water Resources  
3090 Gees Mill Road  
Conyers, GA 30013



November 30, 2021

ZERO2WASTE™

Attention: Tim Check

## Rockdale Water Resources – Rockdale Water Treatment Plant Filter Magic® Zero2Waste® Z2W® IQ System Proposal

Dear Mr. Check:

We are pleased to offer a proposal for a "Filter Magic® Zero2Waste® IQ System" for the gravity filter system located in your water plant. This low-cost easy-to-install innovative Z2W® *Filter Optimization Intelligent System* analyzes every filter backwash and interacts with operations through their smart mobile phones or tablets providing them and your plant SCADA system critical information to precisely control backwashes through your existing filter control systems.

The Zero2Waste® IQ System Includes: Lump Sum \$ \_\_\_\_\_

- Flexible Operator Access Screens
  - Unlimited Thin Client Access on Mobile Phones / Tablets / Browsers
  - Interactive and scalable screens that provide Operators with the tools necessary to manually tune their backwashes through their existing filter control consoles for best performance without wasting water.
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  - NEMA 4X Polycarbonate Panel; 20" H x 20" W x 8" D
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  - 24 VDC Power supply and UPS
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  - 2 - Ethernet Ports (Protocol Gateway and local Laptop interface)
  - Long term Process Data logging Historian with LCD Touchscreen Access
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    - 20 ft 8-conductor Sensor Cable
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- Additional trips or days for Installation Supervision, Startup or Training are \$1,500.00 per day including travel expense.
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The Zero2Waste<sup>®</sup> IQ System Does Not Include:

- Installation, Electrical or Termination Services
- Vertical aluminum conduit for mounting of sensors in filter from filter sensor bracket
- 120 VAC Power Source
- Interface of existing effluent turbidity and backwash flow signals from filters to Z2W<sup>®</sup> IQ System
- Smart mobile phones or tablets
- Interface to existing plant SCADA

Upon request, Filter Magic<sup>®</sup> will be glad to provide the entire Z2W<sup>®</sup> IQ System as a turnkey solution.

Please do not hesitate to call if further information is needed.

Sincerely,

*Hannah Cash*

Hannah Cash  
Regional Sales Manager

