

# **REQUEST FOR PROPOSALS**

**No. 22-18**

**ROCKDALE COUNTY, GEORGIA**

**May 18, 2022**

**ON-CALL UNIT PRICE CONTRACT:  
FLOOR COVERING FOR VARIOUS  
ROCKDALE COUNTY FACILITIES**



**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 **Floor Covering for Various Rockdale County Facilities**. 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 Porph, Buyer, at [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or the following address:

Rockdale County Finance Department  
Purchasing Division  
Attn: Meagan Porph  
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:

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

Price Proposal:

Two (2) hard copies of the price proposal form are required to be submitted in a separate sealed envelope labeled "Proposal Form".

**CONTRACT TERM:**

The Contract Term will be for two (2) years with the option to renew two (2) additional years renewable each year for a twelve-month term.

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

contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

**DUE DATE:**

Sealed 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.

**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, June 9, 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.***

**QUANTITIES**

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

**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 Bids 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 Invitation to Bids. A copy of the Policy may be downloaded from the County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities.

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

**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.

**GENERAL CONTRACTOR'S LICENSE (if required by law)**

As required by O.C.G.A. § 43-41-6, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia General Contractor's License. The Georgia General Contractor's License must be issued in the name of the Bidder. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid may result in the proposed Bid being deemed non-responsive.

**PROPRIETARY INFORMATION**

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

**FINANCIAL STABILITY**

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

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

**SELECTION PROCESS:**

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

This is a past performance/quality/price trade-off source selection in which competing offeror's past and

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

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

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

**EVALUATION CRITERIA:**

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

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

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

Evaluation criteria to be used in determining the selected firm in order of importance shall be:

- (A) The contractor's proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. **65%**
1. CPT1 – 7%
  2. CPT2 - 7%
  3. CPT3 – 3%
  4. CPT4 – 2%
  5. LVT1 – 5%
  6. LVP2 – 5%
  7. LVP3 – 5%
  8. LVP4 – 5%
  9. VCT – 2%
  10. PT1 – 1%
  11. PT2 – 1%
  12. PT3 – 1%
  13. B1 – 1%
  14. B2 – 1%
  15. B3 – 1%
  16. FP1 – 1%
  17. FP2 – 1%
  18. L1 – 7%
  19. L2 – 7%
  20. CSM – 1%
  21. TSM -1%
- (B) The contractor's prior experience in constructing similar projects on time and within budget. The contractor's history of successfully constructing projects without unnecessary contractual disputes, claims, arbitration or litigation. **30%**
- (C) The financial strength of the contractor in relation to the cost of construction. **5%**

**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 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

**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. **22-18** 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 and Scope of Work:**

The specifications are as follows and on the attached pages:

**A. Overview:**

Rockdale County requests proposals for floorcoverings on various county projects. The successful bidder will provide floorcovering on a per unit basis. The highest ranked, qualified firm will receive a negotiated unit rate contract and will be employed on an as needed basis on various projects. For each project a scope of services and not to exceed fee will be agreed upon between the firm and the County and executed through a Work Order type agreement (see example attached).

**B. Qualifications:**

1. The contractor's personnel shall have the qualifications, knowledge, and experience to properly and reliably perform the Services described herein.
2. The contractor shall always provide sufficient qualified personnel to perform the Services required in a timely, accurate, and professional manner.
3. The contractor shall perform all work in coordination with the County's schedule and/or other contractors engaged by the county.
4. Bidders shall complete the Contractor's Qualification Statement and Questionnaire provided in this package with at least (3) three references to include the following:
  - a. All three references shall be within the Metro Atlanta area and shall have been completed within the last 5 years (2017 or sooner)
  - b. At least one reference shall be for a small project of less than 100yds of carpet or less than 900sf of tile.
  - c. At least one reference shall be for a medium project between 100 - 167yds of carpet or between 900 - 1,500sf of tile.
  - d. At least one reference shall be for a larger project greater than 167yds of carpet or 1,500sf of tile.

**C. Preparation:**

1. Contractor shall prepare subfloor as needed to a smooth subsurface such that carpet lays flat or tile is free from embossment, swirls, or any other imperfections reasonably noticeable according to best management practices.
2. Floor prep material and labor shall be established prior to beginning work per the unit prices in this bid.
3. Reasonable investigation of the condition of the subfloor shall be conducted at the time of the work order proposal.
4. Any unforeseen conditions shall be discussed and an agreed upon compensation shall be approved per the unit prices in this bid by both parties prior to

commencement of additional work.

5. All preparation and installation shall be per manufacturer's recommendations. Where manufacturer recommended materials are not indicated in the unit price items, contractor shall supply them at no additional charge and shall include them within the unit price costs.
6. Minor moving of furniture shall be included within the unit prices at no extra cost. Moving of large items of furniture, filing cabinets, computers, and personnel effects shall be by the county.
7. Removal and disposal of existing flooring shall be included in the unit prices where such removal is reasonably done by hand without the use of additional machinery. Where investigation of the existing conditions warrants the rental of carpet or tile stripping machinery, pricing shall be included per unit price item in this bid.
8. Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present the contractor shall stop work immediately, notify the county representative, and await identification and/or removal of the suspect material. In the event that Contractor is delayed due to the discovery of asbestos, then a mutually agreed upon extension of time shall be allowed but without additional compensation due to the time extension.

#### **D. Materials:**

- All materials shall be as specified. No substitutions allowed except where a conflict exists between the unit price item and the manufacturer's recommended product.
- All colors to be determined from standard color selections
- Use manufacturer's recommended adhesive.
- Cost of adhesive, tools, and all other materials needed to install the items shall be included in the unit price of the item.

##### **1. Carpet**

- a. CPT1: 26 oz Mohawk "Intertwined Gather Style" with Weldlok backing QS
- b. CPT2: 26 oz Mohawk "Traction II" with Weldlok backing QS
- c. CPT3: 26 oz Shaw "Grove Places" with Classic backing QS
- d. CPT4: Shaw "Infinite Impact" carpet squares plank style

##### **2. Luxury Vinyl Tile/Plank**

- a. LVT1: Mannington "Walkway 20" tile
- b. LVP2: Mannington "Walkway 20" plank
- c. LVP3: Pathcraft "Homegrain" Plank
- d. LVP4: Mannington Adura Max Prime Plank

##### **3. Vinyl Composite Tile**

- a. VCT: Armstrong "Standard Exelon Imperial"

**4. Porcelain Tile**

- a. PT1: Daltile "Florentine Matt" 12 x 24
- b. PT2: Daltile "Astronomy Colorbody Matte" 18 x 18
- c. PT3: Daltile "Revalia Remic Brick Joint" 2 x 6 mosaic

**5. Base**

- a. B1: Mannington "Symphony" bullnose 3 x 12
- b. B2: Mannington "Commercial" rubber wall base
- c. B3: Tarkett "Traditional Wall Base" Rubber wall base

**6. Leveling Floor Prep**

- a. FP1: (light to medium) Ardex "Plenty Patch" 50 yards per bag
- b. FP2: (heavy duty) Ardex "Feather Finish" 30 yards per bag

**E. Labor**

- Labor cost shall be separated from the materials cost.
- Labor shall be quoted on work order as a lump sum price per project. Additional hours shall not be compensated unless contractor encounters a reasonably unforeseen condition and receives written pre-approval by designated county representative.
  - a. L1: Labor - 2-man crew, per hour
  - b. L2: Labor - 4-man crew, per hour

**F. Machine Rental**

- Machine rental shall not be used unless contractor's investigation into existing condition warrants more aggressive removal and contractor received written agreement and pre-approval from designated county representative.
  - a. CSM - Carpet stripping machine rental, per day
  - b. TSM - Tile stripping machine rental, per day

**G. Other:**

1. Contractor shall take necessary precautions to protect any adjacent facilities and/or environment during the course of installation.
2. Contractor must clean up site after completion of the work and must dispose of all trash, materials, packaging, etc.
3. In the event of an escalation in materials or labor costs, contractor shall submit adequate justification to the Procurement officer to review and approve the issuance of a contract amendment for the escalation. In no case shall escalation be granted more than twice per calendar year.
4. Contractor shall warrant all labor for a period of one year.
5. Material warranty shall be per the manufacturer.

## PROPOSAL FORM

Instructions: Complete all THREE parts of this Proposal form.

### PART I: Proposal Summary

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

1.	CPT1	\$	/SY
2.	CPT2	\$	/SY
3.	CPT3	\$	/SY
4.	CPT4	\$	/SF
5.	LVT1	\$	/SF
6.	LVP2	\$	/SF
7.	LVP3	\$	/SF
8.	LVP4	\$	/SF
9.	VCT	\$	/SF
10.	PT1	\$	/SF
11.	PT2	\$	/SF
12.	PT3	\$	/SF
13.	B1	\$	/LF
14.	B2	\$	/LF
15.	B3	\$	/LF
16.	FP1	\$	/Bag
17.	FP2	\$	/Bag
18.	L1	\$	/Hour
19.	L2	\$	/Hour
20.	CSM	\$	/Day
21.	TSM	\$	/Day

**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:

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Date of Project:

---

Type of Project:

---

Contract Price:

---

Owner contact info:

---

---

---

Architect/Engineer contact info:  
(if applicable)

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**Project #2:**

Name and Address:

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Date of Project:

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Type of Project:

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Contract Price:

---

Owner contact info:

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---

---

Architect/Engineer contact info:  
(if applicable)

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---

**Project #3:**

Name and Address:

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---

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 10)

### AGREEMENT for FLOOR COVERING WORK for ROCKDALE COUNTY THE STATE OF GEORGIA COUNTY OF ROCKDALE

This Agreement is made and entered into by and between ROCKDALE COUNTY, GEORGIA a political subdivision of the State of Georgia, (hereinafter referred to as "COUNTY") and \_\_\_\_\_, having its place of business at \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

#### 1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the CONTRACTOR shall provide floor covering (hereinafter referred to as "Services") in support of various COUNTY departments for Floor Covering Services.

#### 2. EMPLOYMENT OF CONTRACTOR

The COUNTY hereby engages the CONTRACTOR, and the CONTRACTOR hereby agrees to perform the Services hereinafter set forth.

#### 3. DESCRIPTION OF SERVICES

The CONTRACTOR'S Services hereunder shall include, but shall not be limited to, the following:

- a. The CONTRACTOR shall perform all the Services as set forth in the Scope of Services of Request for Proposals (RFP) No. \_\_\_\_\_, attached hereto as EXHIBIT "A" and made a part of this Agreement for all purposes; provided, however, should there be any conflict between the terms of the Services and the terms and conditions of this Agreement, the terms of this Agreement shall be final and binding.
- b. The CONTRACTOR shall provide Services under the direction of any COUNTY Department, and in cooperation with COUNTY officials, and shall perform any and all Services required by the COUNTY in order to fulfill the Purpose of this Agreement.
- c. The CONTRACTOR shall deliver to the COUNTY all the data, reports, electronic files, and documents that result from its Services in an orderly and organized form. The CONTRACTOR shall maintain copies of all data, reports, electronic files, and documents that result from its Services for use by COUNTY personnel.

#### 4. PERFORMANCE OF SERVICES

The CONTRACTOR, its subcontractors, employees, agents, representatives, or associates shall perform all the Services under this Agreement and shall collectively be considered the CONTRACTOR under this Agreement. The CONTRACTOR represents that all its personnel who perform Services under this Agreement shall be qualified and competent to perform the Services described in Section 3 above and EXHIBIT "A".

The CONTRACTOR shall be solely responsible and liable, in the performance of the Services under this Agreement, for exercising the degree of skill and care required by customarily accepted good professional and technical practices and procedures.

## SAMPLE CONTRACT (PAGE 2 OF 10)

The CONTRACTOR shall be solely responsible and liable for the accuracy of the Services provided and shall promptly correct errors or omissions without cost to the COUNTY. Acceptance of any Services of the CONTRACTOR by the COUNTY shall not relieve the CONTRACTOR of any responsibility for subsequent correction of errors and omissions and the clarification of ambiguities. The provision of this Article shall survive the term of this Agreement and in perpetuity.

If the COUNTY undertakes or awards other contracts for additional or related work, the CONTRACTOR shall fully cooperate with such other firm(s) and COUNTY employees or appointed committee(s) and shall carefully fit its own provision of Services to such additional or related work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other firm or by COUNTY employees.

### 5. TERM

The CONTRACTOR agrees to provide Services under this Agreement for a term of two (2) years from the effective date of this Agreement. The term of the Agreement may be extended for two (2) additional one (1) year renewal options exercised at the County's sole discretion in writing. It is understood, however, that the terms and conditions of this Agreement shall continue in force and effect as to any Services previously authorized and still in progress at the end of this Agreement period, until the completion of such Services, unless the COUNTY specifically elects to terminate such Services.

Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in that event be extended for a period equal to any time lost as a result thereof.

### 6. PAYMENT FOR SERVICES

In consideration of the Services to be performed by the CONTRACTOR under the terms and conditions of this Agreement, the COUNTY shall pay the CONTRACTOR for Services actually performed in accordance with provisions of this section. All payments shall be delivered or mailed to the CONTRACTOR at the address identified in Section 22 of this Agreement.

The COUNTY shall reimburse the CONTRACTOR for Costs incurred by the CONTRACTOR in the performance of Services under this Agreement up to the not to exceed limit specified in individual Work orders executed for each task of project and in accordance with EXHIBITS A and B (Bid Form). The CONTRACTOR'S approved costs shall include all costs, direct or indirect, incurred in the preparation of and implementation of a COUNTY approved service and the performance of those Services under this Agreement, or reasonably incidental to such performance up to the not to exceed amount for each individual Task Order.

- a. EXHIBIT B (Bid Form) identifies the rates and unit cost to be utilized in performance of the Services described in EXHIBIT A. The CONTRACTOR'S expenses for Services are not to exceed similar expenses charged by the CONTRACTOR for comparable Services to other clients and customers in the Atlanta region.
- b. The COUNTY and the CONTRACTOR understand and agree that the not to exceed cost of individual Task Orders under this Agreement is based on estimates of manpower needs and other suppositions which may change during the term of the Agreement. The COUNTY and the CONTRACTOR agree that the intent of this Agreement is to provide CONTRACTOR Services only as needed, in the sole opinion of the COUNTY, through the term of this Agreement, and that the parties to this Agreement shall cooperate to adjust the not to exceed amount as necessary to complete the Services required by the COUNTY. Notwithstanding this provision, the COUNTY reserves the right to curtail or terminate the

## SAMPLE CONTRACT (PAGE 3 OF 10)

- CONTRACTOR'S Services as provided for elsewhere in this Agreement.
- c. When requested by the COUNTY to perform Services, the CONTRACTOR shall submit, for the COUNTY'S approval, a detailed cost proposal for providing the Services requested (a Work Order or Supplemental Agreement). The proposal will identify the personnel, wage rates, man-hours and applicable unit costs required for the requested Services and a total not to exceed cost for the defined Services to be provided by the CONTRACTOR. Upon authorization by the COUNTY Board of Commissioners, the CONTRACTOR shall be obligated to provide the defined Services for said not to exceed cost.
  - d. The CONTRACTOR shall submit monthly invoices for Services performed under this Agreement. These invoices shall be based on the rates and unit costs as provided for in EXHIBIT B and will contain summary support documentation such as; time sheet summaries, expense account summaries, copies of original invoices for incidental expenses and other internal Non-salary Cost documentation. The CONTRACTOR shall maintain detailed support documentation at its Home Office for a period of three (3) years after the final payment for this Agreement.
  - e. If one or more subcontractors are to be utilized, the work of the subcontractors(s) shall be shown as a direct cost on submitted invoices and the invoice shall be supplemented by submission by the subcontractor evidencing work hours and costs. Subcontractors shall be approved by the County prior to their use.
  - f. During the performance of Services, monthly payments shall be made based upon the costs and expenses of Services which have been completed. The COUNTY shall pay each invoice statement or portion thereof as approved within thirty (30) days after receipt of the same, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such statement or of receipt of acceptance by the COUNTY of the Services covered by such statement.
  - g. The COUNTY reserves the right to reject and not pay any invoice or part thereof where the amount of the invoice is unreasonably in excess of the value of the benefits received by the COUNTY for Services covered by the invoice. The COUNTY shall, however, pay any undisputed items contained in such invoices.

### 7. CHANGE IN SERVICES

The COUNTY may request from time to time changes in the scope or focus of the activities conducted or to be conducted by the CONTRACTOR pursuant to the Services provided under this Agreement. Any such change, which varies significantly from the Services set out in EXHIBIT A and would entail a significant increase in cost or expense to the CONTRACTOR, shall be mutually agreed on by the CONTRACTOR and the COUNTY.

Agreed upon increases in the Agreement not to exceed total fee shall be made by Supplemental Agreement executed by both parties.

At no time during the course of this Agreement shall the CONTRACTOR make any change in the scope or focus of the activities as part of the Services provided without the prior written authorization of the COUNTY. Changes in the Services which, in the opinion of the CONTRACTOR and the COUNTY, require additional funding by the COUNTY, shall be authorized by resolution of the COUNTY Board of Commissioners prior to any work being initiated on the proposed changes in the scope of Services.

## SAMPLE CONTRACT (PAGE 4 OF 10)

### 8. SUBCONTRACTOR

All subcontractors specified in the CONTRACTOR'S Cost Proposal shall be considered to be part of the CONTRACTOR for purposes of the Agreement. In the event the CONTRACTOR desires to employ additional subcontractors or change subcontractors, the CONTRACTOR shall deliver a written request to the COUNTY for such consent to, and approval of, each subcontractor added or changed, and the portion of Services requested to be performed. All subcontractors require approval by the COUNTY. Such approval shall not be unreasonably withheld.

The COUNTY shall not be a party to any subcontractor agreement, nor shall the COUNTY be responsible or liable for payment directly to any subcontractors for Services rendered. Any liens or actions brought against the COUNTY by subcontractors, employees, agents, representatives, or associates of the CONTRACTOR, or vendors providing services, equipment, or materials to the CONTRACTOR, shall be the sole responsibility of the CONTRACTOR and dispensed with at no cost to the COUNTY. Any costs incurred by the COUNTY related to such liens or actions shall be, at the sole discretion of the COUNTY, subtracted from the not to exceed amount of this Agreement, or billed to the CONTRACTOR. The CONTRACTOR shall pay any such billings within thirty (30) calendar days.

Administration of subcontractors, employees, agents, representatives, or associates of the CONTRACTOR shall be the CONTRACTOR'S responsibility and liability, and all agreements between the CONTRACTOR and its subcontractors, etc. shall require each subcontractor, etc. to be bound by the terms of this Agreement, and to assume all obligations and responsibilities which the CONTRACTOR, by this Agreement, assumes toward the COUNTY. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor, employees, agents, representatives, or associates of the CONTRACTOR.

### 9. ACCOUNTING RECORDS

Records of the CONTRACTOR'S and all subcontractors', employee's, agent's, representative's, and associate's Direct Payroll and Non-salary Costs pertaining to the Services, and records of accounts between the CONTRACTOR and all subcontractors, employees, agents, representatives, or associates of the CONTRACTOR, shall be in accordance with generally accepted accounting practices and shall be available to the COUNTY or its authorized representative during normal business hours. The stipulated overhead rates shall not be subject to audit unless the CONTRACTOR requests a change under the terms and conditions of EXHIBIT B.

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY and/or representatives of the COUNTY for examination, all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY and/or representatives to audit, examine and make copies, excerpts, or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred while providing Services and used in support of its Cost Proposal, and shall make such material available at all reasonable times during the period of the Agreement, and for three (3) years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this article shall be included in any Agreements it may make with any subcontractor, agent, representative, associate, assignee, or transferee.

## SAMPLE CONTRACT (PAGE 5 OF 10)

### 10. OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY all the data, reports, electronic files, and documents that result from its Services in an orderly and organized form. The CONTRACTOR shall maintain copies of all data, reports, electronic files, and documents that result from its Services, on COUNTY premises for use by COUNTY personnel. The CONTRACTOR shall provide all organizational and storage supplies and materials necessary for this task.

All data, reports, electronic files, and documents that result from Services performed under this Agreement shall become the property of the COUNTY when they are created and shall remain the property of the COUNTY in perpetuity.

All data, reports, electronic files, and documents that result from Services performed under this Agreement are subject to open records requests in accordance with Georgia law.

The CONTRACTOR shall keep and safeguard all records relating to this Agreement or Services performed hereunder for a minimum period of three (3) years from final Agreement payment with full access allowed to authorized representatives of the COUNTY upon request for purposes of evaluating compliance with the provisions of this Agreement.

### 11. CONTRACTOR'S LIABILITY

Approval of or by the COUNTY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, any subcontractors, employees, agents, representatives or associates for the accuracy and competency for their performance, designs, reports, information, documents or Services, nor shall approval be deemed to be the assumption of such responsibility by the COUNTY for any defect, error, omission, or ambiguity in the performance of Services or in the documents prepared by the CONTRACTOR, any subcontractors, employees, agents, representatives or associates.

The CONTRACTOR shall be entitled to rely on the accuracy and currency of information supplied by the COUNTY, excluding information provided in or on construction documents, as-built drawings, or shop drawings, which should be verified independently by the CONTRACTOR as needed.

Neither the COUNTY'S review, approval, acceptance of, or payment for any of the Services shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement or the Law, or of any cause of action the COUNTY may have against the CONTRACTOR arising out of the CONTRACTOR'S performance, or non-performance, of its Services.

The CONTRACTOR shall insure inclusion in all COUNTY contracts with Construction Contractors, other contracted entities which the CONTRACTOR shall oversee or direct, and other project participants (hereinafter "CONTRACTORS") under contract with the COUNTY, clauses reasonable and acceptable wherein the CONTRACTORS:

- a. Acknowledge the CONTRACTOR'S role of monitoring the work, advising the COUNTY, and authority to direct or control the CONTRACTORS in their activities as representatives of the COUNTY; and
- b. Agree to make no claim against the CONTRACTOR for monetary losses under any contract with

## SAMPLE CONTRACT (PAGE 6 OF 10)

the COUNTY, including without limitation, any bases on charges or extras, increased compensation, delay, losses, acceleration, termination, rework, or other such claims including, without limitation, third party actions arising out of claims by COUNTY or others; and

- c. The CONTRACTORS agree to indemnify, protect, and defend CONTRACTOR and COUNTY to the full extent allowed by law for claims arising out of personal injury, death, or property damage including (to the extent allowed) claims based on the negligence of COUNTY or CONTRACTOR; and
- d. The CONTRACTORS name the COUNTY and CONTRACTOR as additional insured on CONTRACTOR maintained coverages.

The CONTRACTOR shall provide support to the COUNTY in resolving all claims brought by CONTRACTORS, in accordance with the terms and conditions of EXHIBIT A. The CONTRACTOR shall not invoice the COUNTY for its Services required to correct errors, omissions, ambiguities, or any actions not approved by the COUNTY.

### 12. INSURANCE REQUIREMENTS

The CONTRACTOR shall procure, pay for, and maintain during the term of this Agreement, with a company authorized to do business in the State of Georgia and acceptable to the COUNTY, the minimum insurance coverage contained in EXHIBIT C, attached to, and made part of this Agreement.

### 13. INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONTRACTOR. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

The CONTRACTOR further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or representative of the CONTRACTOR.

### 14. RIGHT OF REVIEW

The COUNTY may review any and all of the Services performed by the CONTRACTOR under this Agreement at any reasonable time and at any location specified by the COUNTY.

### 15. DISCLOSURE POLICY

The CONTRACTOR, its subcontractors, employees, agents, representatives, or associates shall disclose all public and private sector clients that may exist in the COUNTY at the time this Agreement is executed. In addition, the



## SAMPLE CONTRACT (PAGE 7 OF 10)

CONTRACTOR, any subcontractors, employees, agents, representatives, or associates will be required for the duration of this Agreement to continue this disclosure if any changes should occur. Further, the CONTRACTOR, any subcontractors, employees, agents, representatives, or associates shall disclose any conflict or potential conflict of interest as soon as it occurs.

### 16. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

### 17. ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, specialist, administrative personnel, technicians, and others performing Services under this Agreement for the CONTRACTOR shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" laws and shall insert appropriate provisions in all subcontracts covering Services under this Agreement.

### 18. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers and engineers, technicians, and others of subcontractors performing Services under this Agreement shall be promptly reported in writing by the CONTRACTOR to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

### 19. NONDISCRIMINATION

As a condition of this Agreement, the CONTRACTOR covenants that the CONTRACTOR will take all necessary actions to ensure that in connection with any Services under this Agreement the CONTRACTOR any subcontractors, employees, agents, representatives or associates, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly, or through contractual or other arrangements. The CONTRACTOR shall keep and safeguard all records relating to this Agreement or Services performed hereunder for a minimum period of three (3) years from final Agreement payment with full access allowed to authorized representatives of the COUNTY upon request for purposes of evaluating compliance with this and other provisions of this Agreement.

### 20. NO ASSIGNMENT WITHOUT CONSENT

This Agreement provides for personal and/or professional Services, and the CONTRACTOR shall not assign this

## SAMPLE CONTRACT (PAGE 8 OF 10)

Agreement or any benefit thereof, in whole or in part, without the prior written consent of the COUNTY.

### 21. TERMINATION

The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, the Services at any time and for cause or without cause, upon a five (5) workday prior written notice to the CONTRACTOR specifying the nature and extent of the reduction. The CONTRACTOR shall invoice the COUNTY for all Services completed and shall be compensated in accordance with the terms and conditions of this Agreement for all Services performed by the CONTRACTOR prior to the date specified in such notice.

### 22. NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, unless and until either party is otherwise notified in writing by the other party. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for the COUNTY, to:

Tina Malone  
Rockdale County Department of Finance  
958 Milstead Avenue - P.O. Box 289  
Conyers, GA 30012

If intended of the CONTRACTOR, to:

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

### 23. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, the CONTRACTOR is performing Services of the type performed prior to this Agreement, and the COUNTY and the CONTRACTOR by the execution of this Agreement do not change the independent status of the CONTRACTOR. No term or provision of this Agreement or act of the CONTRACTOR in the performance of this Agreement shall be construed as making the CONTRACTOR the employee of the COUNTY nor shall it imply any rights under tax exemption the COUNTY may enjoy.  
VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

### 24. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment

**SAMPLE CONTRACT**  
**(PAGE 9 OF 10)**

whatsoever under the terms of this Agreement.

25. VENUE

The obligations of the parties to this Agreement are performable in Rockdale County, Georgia, and if legal action is necessary to enforce same, exclusive venue shall lie in Rockdale County, Georgia.

26. APPLICABLE LAWS

This Agreement is made subject to the provisions of the laws of the state of Georgia and Code of General Ordinances and Resolutions of the COUNTY, as amended, and all applicable State and Federal Laws.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Georgia.

28. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

31. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, except as otherwise provided in this Agreement, their assigns. The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities, or other interest under this Agreement without the written consent of the COUNTY.

32. NON-WAIVER AGREEMENT

Any failure by either party at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions.

**SAMPLE CONTRACT  
(PAGE 10 OF 10)**

33. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the COUNTY signing by and through its COUNTY Chairman, authorized to execute same by Board of Commissioners and by the CONTRACTOR, acting through its duly authorized officials.

ROCKDALE COUNTY, GEORGIA

CONTRACTOR NAME HERE

By: \_\_\_\_\_  
Osborn Nesbitt, Sr., Chairman

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

Attest:

Witness:

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

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
M. Qader A. Baig, County Attorney

## SUBCONTRACTORS

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 16 - 21)**
- \_\_\_\_\_ **Contractor's Qualification Statement & Questionnaire (See Pages 22 - 26)**
- \_\_\_\_\_ **Subcontractors (See Page 37)**
- \_\_\_\_\_ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- \_\_\_\_\_ **Proof of Business License**
- \_\_\_\_\_ **Proof of Georgia General Contractor (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.**



**ROCKDALE COUNTY**  
**LOCAL VENDOR PREFERENCE**

**AFFIDAVIT OF ELIGIBILITY**

*Complete all areas below. Incomplete forms may be rejected.*

1. LEGAL NAME OF FIRM: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Physical Address (if different): \_\_\_\_\_

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

2. Year your business was established in Rockdale County: \_\_\_\_\_

3. Business License:

License Number: \_\_\_\_\_ County \_\_\_\_\_

4. For transactions which require sales tax, provide the following Reseller information:

Reseller Permit Number: \_\_\_\_\_

Enter the Company Name and Address as it appears on permit:

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

5. Does your business have more than one office in the State of Georgia?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, specify the office location considered as the point-of-sale for sales tax purposes:

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

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, did the local business pay any of this tax to Rockdale County?

Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*\*\*

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Phone: \_\_\_\_\_