

# **ROCKDALE COUNTY, GEORGIA**

**July 27, 2022**

## **TRAFFIC SIGNAL MAINTENANCE SERVICES**

**INVITATION TO BID  
No. 22-31**



**ROCKDALE COUNTY FINANCE DEPARTMENT  
PROCUREMENT DIVISION  
958 MILSTEAD AVENUE  
CONYERS, GA 30012  
770-278-7552**

**INTRODUCTION:**

This is an Invitation to Bid (ITB) to establish a on standby basis contract for **Traffic Signal Maintenance Services** in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

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

**PURCHASING CONTACT FOR THIS REQUEST:**

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

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

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

**BID COPIES FOR EVALUATION:**

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

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

**CONTRACT TERM:**

The Contract term will be one (1) year with the option to renew five (5) additional one (1) year terms.

Because this contract contains five (5) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

**DUE DATE:**

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, August 18, 2022**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

**QUESTIONS AND CLARIFICATIONS:**

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov) or at the above address no later than **2:00 p.m., local time, on Thursday, August 11, 2022**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

**ADDENDA:**

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

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

**QUALIFICATIONS OF OFFERORS:**

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

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

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

**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.

**OPTION TO AUDIT**

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one (1) year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.

**TORT IMMUNITY:**

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

**PROPRIETARY INFORMATION:**

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

**AWARD OF CONTRACT:**

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

**QUANTITIES:**

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

**SELECTION PROCESS:**

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

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

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

**INSURANCE:**

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

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

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

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

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

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia  
958 Milstead Avenue  
Conyers, GA 30012

**PERMITS:**

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

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

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

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

**ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY**

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

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

A copy of the policy may be viewed and downloaded by visiting the website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) , under Bid Opportunities, and scrolling down to the bottom of the page.

**PIGGYBACKING**

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

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

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

**WITHDRAWAL OF BID:**

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

**REJECTION OF BID:**

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

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

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

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

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

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

**GOVERNING LAWS:**

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

**ERRORS AND OMISSIONS:**

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

**STANDARD INSTRUCTIONS:**

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 22-31** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Emailed or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

Federal I.D. #58-6000882  
Sales Tax Exempt #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidders shall state delivery time after receiving order.
14. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.



**BID SPECIFICATIONS:**

The specifications are as follows:

**General:**

Unit Prices for the various items requested in the Item Price Schedule shall include all supplies, materials, labor, tools, equipment, specialized equipment, personnel, transportation, and disposal fees any other cost associated with providing the services for each item requested. Traffic signal and flashing beacon maintenance services may be required at various locations within Rockdale County. **Rockdale County may award a contract to one or more vendors on an on-call as-needed basis. Work will be authorized as task orders when needed.**

**Unit Pricing:**

- A. As full compensation for the performance of this Contract, the County will pay the Contractor for the actual quantity of work performed when authorized by the County. The fees for the work performed under this agreement when authorized, shall be billed to the County in accordance with the rates bid in the Item Price Schedules. When work is authorized by the County, the Contractor shall submit a detailed invoice reflecting the actual work performed by the Contractor(s) in accordance with the terms of the bid.
- B. The unit rates indicated on the Item Price Schedules will include routing, travel time, supervision of field and bench technicians, checking on field and bench test data and written reporting. Written report on field and bench test data shall summarize all testing and denote all failures.
- C. Engineering charges will not be billed except those specifically requested by the County. The Contractor shall not bill for orientations or briefings.
- D. Prices submitted herein shall remain firm for the contract agreement period, unless otherwise stipulated in the bid by including an annual unit labor escalation clause.

**Work Assignment:**

- A. Contractor shall be GDOT pre-qualified for the area of work under consideration (e.g., only those contractors pre-qualified for Traffic Signal Maintenance work will be considered for any County project requiring this discipline).
- B. Contractor(s) will be requested to furnish a total job price, based on the unit prices quoted, prior to any work being performed. When multiple Contracts are awarded, the County may request total job prices from more than one Contractor.
- C. The Contractor shall specify completion time for each job or project prior to any work on that job; failure to meet the specified completion schedules may result in cancellation of the Task Order or the Contract.
- D. Availability of equipment and personnel, time to complete the work and total job cost may all be deciding factors concerning the award of any given project task order.
- E. A request for information or job price quote will not guarantee that any work will be awarded.

- F. Except in cases when emergency repairs are required, a work order/purchase order will be issued prior to work being performed. The work order/purchase order shall indicate the scope of the job, completion time and the total job price. The work order/purchase order number must be referenced on the Contractor's invoice or other correspondence.
- G. The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modifications thereto.

**Accuracy of Work:**

The Contractor shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its investigation, testing, or repairs without additional compensation. Acceptance of the work by Rockdale County will not relieve the Contractor of the responsibility for subsequent correction of deficient repairs.

**Changes and Extra Work:**

Rockdale County may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Rockdale County and the Contractor, shall be incorporated in written Supplemental Agreements to the Agreement.

**Contractor to Cooperate with Other Contractors:**

If Rockdale County undertakes or awards other contracts for additional related work, the Contractor shall fully cooperate with such other contractors and/or Rockdale County employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by Rockdale County. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor(s) or by Rockdale County employees.

## MINIMUM SPECIFICATIONS AND CONDITIONS FOR TRAFFIC SIGNAL MAINTENANCE SERVICES:

This is an **On-Demand Services Contract** and as such there are no specific quantities or scope of work to be performed unless requested by the County during the term of the contract. The contractor must be listed in the GDOT Directory of Prequalified Contractors and Registered Subcontractors in the area classes 3.06 and 3.07 in order to provide services in Category C of the Bid Schedule. The Contractor shall perform the Work required, implied or reasonably inferable from this Contract upon request from the County, through its agents. The term "Work" means whatever is done by or required of the Contractor to perform and complete its duties under this Contract, in the manner set forth in the Contract Documents; including the following: furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor. The Work to be performed by the Contractor is generally described as follows:

In general, the work to be performed under this Contract will include traffic signal troubleshooting, diagnosis, upgrades, and signal maintenance or repairs due to equipment malfunction failure or damage, including emergency signal repairs.

The contractor shall be available to perform emergency signal repairs twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Certain elements of the emergency maintenance work that do not adversely impact public safety may be deferred until normal business hours; however, minimum required repairs must be performed to allow the signal installation to function sufficiently to provide at minimum flashing mode, except in cases of major or sustained power failures.

The Contractor shall be available at the request of the Rockdale County Department of Transportation, or the 911 dispatch center (outside normal business hours), to provide repairs to traffic signals, flashing beacons at schools and other locations listed in Exhibit "A" which is attached hereto and incorporated herein by reference. Any signals and beacons added to the list by the County shall be serviced under the same terms and conditions of this Agreement. The Contractor will be notified in writing by the Rockdale County Department of Transportation of any signals or flashing beacons at schools or other locations that are to be deleted from or added to the list in Exhibit "A".

**Qualifications:** The Contractor must have qualified personnel to perform the services for which a bid is submitted. Bids may be submitted for one or more of the categories listed below. Award of a contract may be made only for those categories for which a bid is made, provided the bidder has adequate equipment and qualified personnel to perform the listed services.

Service Categories for troubleshooting, maintaining, and installing traffic signals are as follows:

**Category A** – Requires Routine and Emergency Maintenance of all traffic signal and flashing beacon related equipment. It also involves routine and emergency re-lamping of incandescent bulbs and LED signal displays, repair or replacement of LED signal displays, re-tying of loose overhead wiring, repair or replacement of signal or sign brackets, installation of overhead street-name signs, repair or installation of loop detectors and lead wire installation and similar functions. Also requires routine and emergency maintenance of electrical devices, including components in the controller cabinet such as controllers, conflict monitors, load switches, and other electrical equipment and includes wiring and repairs to related components inside and outside the controller cabinet required for normal traffic signal operation.

Qualified personnel must be properly licensed or certified as IMSA signal technicians and have good knowledge of all traffic signal equipment and MUTCD guidelines and requirements.

**Designated emergency response personnel must respond to the location where services are required within three (3) hours of notification.**

**Category B** - This category is considered additional services and is to be used only upon request by the County. It includes rental of equipment and supplies for use by the county when requested by the county. Contractor may bid on any or all of the items in this category for which equipment or qualified personnel is or can be made available when requested by the county.

**Category C** - This category is considered additional services and is to be used only upon request by the County. This work may involve technical or consulting traffic engineering services such as traffic control and traffic signal warrants analysis, signal timing optimization, signal synchronization studies, Level of Service Analysis. Work may also include analysis and design of proposed upgrades to the traffic signals. To provide services in this category the contractor/consultant must be GDOT certified in Service Categories 3.06 and 3.07.

\*Qualified Personnel is defined as: A person or persons who have the skills and knowledge related to the construction and operation of the electrical equipment and installations and has received safety training on the hazards involved, has the proper license, certification, and can perform a particular task meeting the mandates of the industry and current laws and regulations as defined by the State of Georgia and the appropriate certifying agency, as applicable.

Trainees or helpers may be utilized only when they are directly supervised by a qualified technician, electrician or licensed professional while performing the work.

Qualified personnel, adequate equipment and a vehicle with aerial lift must be available on a 24-hour basis for all **Category A** work. Aerial lift truck and any other equipment necessary to perform the emergency services in this category will not be paid separately; the cost must be included in the unit prices bid for category A services.

**Time is of the Essence:**

All limitations of time set forth in the Contract documents or as stipulated by the County when services are requested are of the essence of this Contract.

**Performance of Work:**

The Contractor shall perform the Work under this Agreement in accordance with applicable laws, standards, regulations, and guidelines and in general conformance to the following:

**EMERGENCY SIGNAL MAINTENANCE SERVICES:**

- a. The Contractor shall at all times hold itself ready to perform emergency repairs on traffic signals as required to maintain normal signal operation when requested by the County for the signalized intersections listed in Exhibit "A". Rockdale County may add or subtract signalized intersections to be covered under this Contract as traffic signals are added or removed in unincorporated Rockdale County.
- b. The Contractor shall have individuals with the required qualifications for Service Category A available seven (7) days a week on a twenty-four (24) hour basis. The contractors must provide a cell phone number of the assigned contact person in order that he or she may be contacted in emergencies where immediate action must be taken to maintain traffic signal operation. The Contractor shall provide phone and other contact information of all personnel designated as emergency contacts. The Contractor shall immediately notify the Rockdale County Department of Transportation of changes in emergency personnel or contact numbers.
- c. Contractors qualified to perform services in Service Categories A shall perform minor modifications to operational settings and signal components when requested by the Rockdale Department of Transportation to facilitate the operation of traffic signals and system communications.
- d. The Contractor shall maintain emergency response vehicles to be utilized to respond to emergency calls during the term of this agreement. Emergency vehicles shall be equipped with a hydraulic platform or bucket as needed to access overhead signal and sign components. In addition, emergency response vehicles shall have emergency lights or rotating beacons visible from 360 degrees and shall be equipped with an adequate stock of repair parts to handle emergency situations. The contractor shall utilize spare parts provided by the County when they are available and shall contact the County to ascertain availability of spare parts prior to proceeding to provide new parts, except in cases of emergencies after normal business hours.
- e. The Contractor's mobile units must be on-site within three (3) hours of notification to effect emergency repairs. In no case will a maximum emergency response time be more than three (3) hours from time of notification, except in documented extreme circumstances beyond the control of the contractor, i.e., severe weather conditions, natural disaster or declared state of emergency. RCSO Officers will be tracking response times from the original time of the call to the 911 emergency centers.

**Examples of events that require an Emergency Response are as follows: (Not an Exhaustive List)**

1. Signal on flash.
2. Conflicting signal displays.
3. With the exception of widespread power outage, or special event, any signal malfunction that requires officers to direct traffic.
4. Red ball or red arrow out
5. Yellow ball or yellow arrow out.
6. Green arrow out.
7. Any signal display out due to cabinet damage.
8. Any signal display out due to internal component failure.
9. Signal head or hanger damage.
10. Span wire damage.
11. Strain pole damage.
12. Mast arm or pole unit damage.
13. Overhead sign or hanger damage.
14. Any sign, wiring or signal display hanging lower than the required minimum height.
15. Any other hardware or signal component malfunction determined by the Rockdale County Department of Transportation to require an emergency response.

- f. The contractor shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances connect and reconnect power and act as construction liaison when needed.
- g. The Contractor, in performing any Work under this Agreement, shall utilize protective signing, flashers, cones, and flag persons in compliance with the "Manual on Uniform Traffic Control Devices" (MUTCD) and the Georgia Department of Transportation Work Zone Safety Standards for maintenance of traffic. If there is a conflict between the two, the contractor shall follow the most restrictive standard. The Contractor shall also follow all applicable OSHA regulations.
- h. The Contractor shall promptly notify the Rockdale Department of Transportation of the disablement of any piece of equipment on any system due to an accident or other cause, such as a damaged cable, broken parts, or other difficulties, when such pieces of equipment cannot readily be repaired, making it necessary to discontinue operation of all or part of the installation.
- i. The Contractor shall promptly report to the Rockdale County Department of Transportation any unauthorized construction or repair work by others on Rockdale County equipment being maintained under this Agreement. The Contractor shall also report any construction or repair work in progress that may endanger or damage the equipment of the Rockdale County system.
- j. In the event of complex, extensive, or otherwise unusual emergency repairs (trouble shooting including equipment malfunction, failure, or damage) are deemed necessary, the Contractor shall consult the Rockdale County Department of Transportation for authorization and record its emergency repair activities in a traffic signal maintenance log, which shall contain as a minimum the traffic signal log details recommended by the IMSA.
- k. The Contractor shall act in the best interest of the Rockdale County in selection of material and equipment that has been authorized for purchase. Also, the Contractor shall act as the County's Technical Advisor when recommending repairs or upgrades to the signals. The Contractor shall advise and assist Rockdale County regarding the settlement of claims of equipment when purchased by the Contractor.
- l. If repairs are of an unusual nature requiring over forty-eight (48) hours to complete, the Contractor must provide a proposal for "Temporary Equipment" to be placed in operation, until repairs are completed on Rockdale County's equipment.
- m. In the case of the installation of new equipment by others, the Contractor upon request of the Rockdale County Department of Transportation shall make inspection of the new equipment at the time of activation to assure the County that new equipment is in proper working order.
- n. The Contractor shall submit a report detailing the maintenance work performed with each invoice for services provided. At time of initiation of contract services, the contractor shall obtain and provide to the County a complete record of the data on each signalized intersection's controller including a complete record of any faults logged by the controller which caused the signal to fail or go on flash mode.

**Compensation:**

Rockdale County shall pay the Contractor for Work satisfactorily performed by the Contractor pursuant to the County's request in accordance with the following stipulations:

- A. The Contractor shall at all times hold itself ready to make emergency repairs within the specified response time. Compensation for this duty shall be made at the Contract Unit Price for the respective pay item and at the markup rate bid for equipment and materials.
- B. The Contractor warrants that title to all Work covered by an invoice will pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an invoice, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- C. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by Rockdale County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Rockdale County to repeat the procedure in the future.
- D. Rockdale County may decline to make payment, may withhold funds, and if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect Rockdale County from loss because of:
  1. Defective work not remedied by the Contractor or, in the opinion of the County, likely to be remedied by the Contractor.
  2. Claims of third parties against Rockdale County, its employees or Rockdale County property;
  3. Failure by the Contractor to pay Subcontractors of others in a prompt and proper fashion;
  4. Evidence that the Contractor (with the exception of Excusable Delays) has failed to respond to an emergency call within the times specified in the contract.
  5. Persistent failure to carry out the Work in accordance with the Contract;
  6. Damage to Rockdale County or a third party to whom Rockdale County is, or may be liable
  7. Performing unnecessary work or performing of complex, extensive, or unusual work beyond that authorized by Rockdale County and the Rockdale County Department of Transportation.
- E. In the event that the County makes written demand upon the successful Contractor(s) for amounts previously paid by Rockdale County, but not earned, the Contractor shall promptly comply with such demand.
- F. The time period for an emergency response shall begin when 911, the Rockdale County Department of Transportation or their representative places a call to the designated on-call emergency contact. The County or their duly authorized representative may furnish notice of emergency repairs by telephoning the Contractor at the designated telephone number. The Contractor shall have a person or relay device available at these numbers seven days a week, twenty-four hours a day to receive and immediately respond to messages from the 911, Rockdale County Department of Transportation or authorized representative.
- H. At the completion of the required work, the Contractor shall submit an invoice to the Rockdale County Department of Transportation for approval. The invoice shall cite the date, time, and location where services were provided, reporting agencies, repair made and any outside-itemized costs, and the name of the person requesting the services. When complex, costly, or unusual repairs are required, the contractor shall notify the representative from the Rockdale County Department of Transportation for authorization before proceeding with complex, costly, or unusual repairs.

**Materials and Equipment:**

- a. Rockdale County reserves the right to purchase materials to keep in inventory, or keep material salvaged from other County signal projects, which may then be provided to the Contractor for use on traffic signal repair or upgrades as required and as directed by Rockdale County. If equipment or materials required to perform any repairs are available from County stock, then such materials shall be used rather than incorporating new materials or equipment on the projects or maintenance task.
- b. The Rockdale County Department of Transportation or their designee may inspect the Contractor's maintenance shop and storage area to ensure the contractor has adequate inventory parts and equipment of its own to furnish service under this Agreement. The County may also make inspections to ascertain that all Rockdale County supplied equipment and materials has been properly located, utilized, maintained and used on County facilities.
- c. The Contractor shall be financially responsible for damages to Rockdale County materials or equipment arising out of or due to the negligence of the Contractor or his agents and employees.
- d. The Contractor shall extend to the County the same warranty on all materials and equipment furnished under this Agreement, which the manufacturer extends, to the Contractors or purchasers, whichever is greater. The Contractor shall guarantee its workmanship under this Agreement for a period of ninety (90) days.

**Extra Work:**

During the progress of the Work, if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract are encountered at the site, the Contractor shall promptly notify the Rockdale County Department of Transportation at their contacts telephone number of specific differing conditions before the unusual materials or conditions are disturbed and before the affected Work is performed. In the event of any emergency and if the Rockdale County Department of Transportation representative is unavailable, the Contractor shall make such changes or repairs as necessary to keep the signal or system operational and shall notify the Rockdale County Department of Transportation as soon as practical following an emergency event. Upon written notification, Rockdale County will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase in the scope of services requested, an adjustment will be made, and the scope of services will be modified in writing accordingly. The County may have the Contractor perform installation and construction of new equipment for the County under a separate and individual agreement. New construction shall commence only after receiving a written notice to proceed from the County. If the Contractor desires to perform any Work or project involving new installations, the Contractor shall furnish the County a firm cost for all the Work necessary to complete said new construction, following the County's advertisement of the work needed.

**Equipment and Timing Changes:**

If it becomes necessary to install a temporary controller due to damage to a traffic signal which changes the timing or sequence or any other special features of a traffic signal, the Rockdale County Department of Transportation shall be notified, in writing, giving the reason for the change, the nature of the change and the approximate date the traffic signal shall be returned to normal service. The County shall also be notified, in writing within a reasonable time, when the original equipment has been repaired and replaced.

When the County determines a condition that warrants the modification of timing or offsets on a traffic control system, the Rockdale County Department of Transportation shall advise the Contractor of such changes and the Contractor shall keep timing and offset settings in accordance with the County's instructions. In the event of an emergency, if the Rockdale County Department of Transportation representative is unavailable, the Contractor may implement temporary timing to maintain signal operation but shall notify the Rockdale County Department of Transportation representative as soon as practicable.



**Excusable Delays:**

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, natural or public health emergencies, and severe weather conditions.

**Acts of God and/or Natural Disasters:**

During an emergency event, the Contractor shall be available to assist Rockdale County in system monitoring and downloading of timing plans using appropriate signal controller software. Immediate post disaster work will be required by the Contractor to make emergency repairs to signalized intersections in a priority ranking established by Rockdale County.

In the event of emergency services due to natural or man-made disasters, an adjustment for compensation will be made and the scope of services modified in writing accordingly. In the event of a situation deemed a natural disaster or an act of God, Rockdale County may seek additional temporary assistance from other qualified Contractors and the contractor shall cooperate and not interfere with other such additional contractors.

**Contractor's Records:**

The Contractor shall maintain records in accordance with the generally accepted accounting practices to document its costs and expenditures under this Agreement. The Contractor hereby grants the County and its duly authorized representatives, permission to audit and review any and all of the Contractor's records pertaining to the Agreement. The Contractor shall furnish Rockdale County a detailed accounting of repairs performed with all invoices and statements for which it requests reimbursement.

**Independent Contractor:**

The Contractor shall perform the conditions of this Agreement as an independent Contractor, and nothing contained herein is to be construed to be consistent with this relationship or status. Nothing in this Agreement shall be in any way construed or constitute the Contractor, or any of its agents or employees as the agent, employee, or representative of the County.

The Contractor agrees that it shall be solely responsible to parties with whom it shall deal with in carrying out the terms of this Agreement and shall be responsible for any Agreements it shall make with third parties or for those obligations incurred by the Contractor to such third parties, in carrying out the terms of this Agreement.

**LIST OF SUBCONTRACTORS:**

Each Bidder will submit to the County, a list of Subcontractors and major material suppliers to be used if awarded the Contract. A copy of the List of Subcontractors form is included in these Bidding Documents and must be attached to the Bidder's Bid Proposal. If no Subcontractors are required, so state thereon. Any proposed substitution or addition or subcontractors must be submitted to the County for approval prior to utilizing their services.

Upon request of the County, the successful Bidder will, within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable and a substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his/her option, withdraw his/her bid without forfeiture of Bid Security or submit an acceptable substitute within seven (7) days of the original notification, the County then may, at their option, disqualify the bidder at no cost to Rockdale County.

Subcontractors and other persons and organizations proposed by the bidder and accepted by the County must be used on the Work for which they were proposed and accepted and will not be changed except with the written approval of the County. Contractors will not subcontract more than twenty-five percent (25%) of the

amount of bid without prior approval.

**ADDITIONAL SIGNALS AND FLASHING BEACONS MAY BE ADDED:**

Although this solicitation and resultant contract identifies specific signals and flashing beacons to be serviced, it is to be understood that the County may add future signals and/or flashing beacons to this contract. The additional signals and/or flashing beacons shall be added to this contract by formal notification by the county and issuance of a revised Exhibit "A".

**General:**

Unit Prices for the various labor items identified in the Category A Schedule of Services shall include all materials, labor, tools, equipment, specialized equipment, personnel, transportation, and disposal fees any other cost associated with providing the services for each item requested. Traffic Signal & Flashing Beacon Maintenance Services may be required at various locations throughout Rockdale County. Cost of new materials or equipment required to perform the required repairs or requested upgrades shall be billed on a cost-plus basis. The percent markup on equipment and materials shall be indicated on the bid. Copy of vendor invoicing for materials shall be included with the contractor's invoice to confirm the allowable mark up.

**Unit Labor Rates:**

- A. As full compensation for the performance of services provided under this Contract, the County will pay the Contractor for the actual quantity of work performed when so requested by the County at the hourly labor rates bid for the applicable service category. The labor fees for the work performed under this agreement shall be charged to the County in accordance with the rates submitted in the Bid Schedule. The Contractor shall submit a detailed invoice, reflecting the actual work performed by the Contractor(s) in accordance with the terms of the bid. Cost of traffic signal equipment and materials, when purchase is required, shall be invoiced at a cost-plus basis, as stipulated in the bid, and proof of vendor invoicing is to be submitted with the contractor's invoice.
- B. The unit rates for labor indicated on the Rate Schedule shall include all cost associated with providing the personnel when required at the various sites throughout the county including, but not limited to, routing, transportation, travel time, diagnostic equipment, supervision of field technicians, traffic control, diagnostics, checking on field data and reporting. Written report on diagnostic or field test data shall summarize all testing and denote all failures.
- C. Traffic Engineering services as stipulated in Category C will not be billed except those specifically requested by the County through a separate defined scope of services request. The Contractor shall not bill for orientations or briefings.
- D. Unit Labor Rates submitted in response to this bid shall remain firm for, at minimum, the initial one-year term of the On-demand Services contract; **a cost escalation clause may be included in the bid to modify the Labor Rates by a fixed percentage increase for any additional contract agreement period beyond the first one-year term.** The overall unit prices for the entire possible 5-year term of the contract (including extensions) will be used in determining the bid(s) most beneficial to the County and selection of the successful bidder(s).
- E. Prices for materials to be incorporated into the work requested by the County shall be provided on a cost-plus basis. **The contractor shall indicate on the bid the percentage markup on equipment and material prices for the entire term of the contract.** The cost-plus material and equipment markup rate shall be applicable to the entire contract term including extension periods, if any.

### **Maintenance Work, Diagnostics & Testing:**

All work and tests are to be conducted in accordance with applicable laws and rules governing all electrical installations including but not limited to the National Electrical Code (NEC), National Electrical Safety Code (NESC), Manual of Uniform Traffic Control Devices (MUTCD), International Municipal Signal Association (IMSA), American Society for Testing and Materials (ASTM), Georgia Department of Transportation (GDOT), Rockdale County, and signal industry standards and guidelines.

### **Work Assignment:**

- A. Contractor shall be qualified for the category of work under consideration (e.g., only those contractors or consultants qualified for Category "C" work will be considered for any County project requiring that level of expertise).
- B. Contractor(s) will be required to furnish a total job price, based on the unit labor rates bid prior to any work on a new project or non-emergency maintenance task. When multiple Contracts are awarded, the County may request total project or maintenance task prices from more than one Contractor and award the work to the contractor that provides the job price most advantageous to the County.
- C. The Contractor shall specify completion time for each job or project or maintenance task prior to any work on that job; failure to meet the specified completion schedules may result in cancellation of the Contract.
- D. Prior work performance, availability of equipment and personnel, time to complete the work and total job cost may all be deciding factors concerning the award of any given project or maintenance task.
- E. A request for information or job price quote will not guarantee that any work will be awarded.
- F. A work order/purchase order shall be issued for all work to be completed. The work order/purchase order shall indicate the scope of the job, completion time and the total job price. The work order/purchase order number must be referenced on the Contractor's invoice or other correspondence.
- G. The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modifications thereto.

### **Option to Audit:**

The successful bidder will be required to maintain complete records during the life of the contract and for a period of one (1) year after completion of the contract, including any extensions. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.

### **Findings Shall be Confidential:**

The Contractor agrees that its assessments, diagnosis, or test results are for the confidential information of Rockdale County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its documentation to Rockdale County, and will only discuss the same with Rockdale County through its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data, and studies prepared by the Contractor pursuant thereto shall become the property of the County and be delivered to the Rockdale Department of Transportation.

- A. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of Rockdale County.
- B. It is further agreed that if any information concerning the Project or maintenance task, its conduct, results, or data gathered or processed should be released by the Contractor without prior approval from Rockdale County, the release of same shall constitute grounds for termination of this Agreement without indemnity to the Contractor but should any such information be released by the County or by the Contractor with such prior written approval. The same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

**Accuracy of work:**

The Contractor shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its investigation, diagnosis or testing without additional compensation. Acceptance of the work by Rockdale County will not relieve the Contractor of the responsibility for subsequent correction of any errors, poor quality work, component failures and the clarification of any ambiguities within the warranty period.

**Changes and Extra Work:**

Rockdale County may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Rockdale County and the Contractor, shall be incorporated in writing prior to performing any work.

**Contractor to Cooperate with Other Contractors:**

If Rockdale County undertakes or awards other contracts for additional or related work, the Contractor shall fully cooperate with such other contractors and/or Rockdale County employees, and carefully fit its own work to such additional work as may be directed by Rockdale County Department of Transportation. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Rockdale County employees.

**BID FORM – ITB No. 22-31**

Instructions: Complete all THREE parts of this bid form.

I / we, \_\_\_\_\_ a qualified vendor, contractor, firm, or corporation hereby submit the following unit labor and equipment prices under the various maintenance service categories in response to the County's request for bid.

**PART I: Unit Labor Rates, and Equipment & Materials Mark-up Rate**

Complete the information below.

**RATE SCHEDULE****CATEGORY "A" SERVICES**

<b>Superintendent Labor:</b>	Per Hour _____
<b>IMSA Level III Technician:</b>	Per Hour _____
<b>IMSA Level II Technician:</b>	Per Hour _____
<b>IMSA Level I Technician</b>	Per Hour _____
<b>Laborer:</b>	Per Hour _____
<b>Trainee/Helper Labor:</b>	Per Hour _____
<b>Other Labor Category (Specify):</b>	Per Hour _____

**Escalation Rate for Unit Labor Rates – Annual Percent Escalation: \_\_\_\_\_%**

**Equipment and Materials Cost-Plus Markup Rate: \_\_\_\_\_%**  
 (This rate is applicable for the entire duration of the contract, no annual escalation)

**BID FORM CONTINUED - CATEGORY "B" SERVICES**

These services may be requested by the County for major projects or complex repairs or may be required due to major system failures. These services are considered additional services and shall be utilized only when requested by the County.

**PLEASE NOTE**, if similar equipment is utilized by the contractor(s) when providing services under Category A, the cost of such equipment shall be included in the unit labor rates bid for that category, they will not be paid separately.

**Contractor may bid on any or all items in Category "B" for which adequate equipment and qualified personnel is or can be made available to the County.**

Traffic Control and Equipment Rental:

- |   |          |         |
|---|----------|---------|
| 1. Cones, barriers & signage (sufficient for a typical signalized intersection) | \$ _____ | Per Day |
| 2. Electronic Message Board   | \$ _____ | Per Day |
| 3. Jersey Barrier (Per 6-foot Unit)   | \$ _____ | Per Day |
| 4. Digger/Auger Truck   | \$ _____ | Per Day |
| 5. Line Truck   | \$ _____ | Per Day |
| 6. Bucket Truck (35 minimum lift reach)   | \$ _____ | Per Day |

Signal Equipment:

- |  |          |          |
|--|----------|----------|
| 1. Installation of 6' x 40' Quad Signal Loop Detector with 100' of lead wire - | \$ _____ | Each     |
| 2. Installation of 6' x 6' Pulse Loop Detector with 100' of lead wire -        | \$ _____ | Each     |
| 3. Installation of additional lead wire (per foot)                             | \$ _____ | Per L.F. |
| 4. Installation of span wire for typical cross intersection (up to 200 L.F)    | \$ _____ | Each     |

Personnel:

- |            | <u>REGULAR TIME</u> | <u>OVERTIME</u>   |
|------------|---------------------|-------------------|
| 1. Flagman | \$ _____ Per Hour   | \$ _____ Per Hour |

**CATEGORY "C" SERVICES**

Consulting Services:

- |   | <u>REGULAR TIME</u> | <u>OVERTIME</u>   |
|---|---------------------|-------------------|
| 1. Staff Traffic Engineer                             | \$ _____ Per Hour   | \$ _____ Per Hour |
| 2. Project Engineer<br>(GA. PE Registration required) | \$ _____ Per Hour   | \$ _____ Per Hour |

NOTE: Prices for all personnel items are per hour on site.

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

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

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

**PART III: Vendor Information:**

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

**\* Must be signed by a duly authorized official of the company with authorized to commit forces and equipment on behalf of the company.**



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

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

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

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

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

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

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

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

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

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

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

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

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

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

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

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

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

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

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

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Rockdale County Board of Commissioners 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 Rockdale County Board of Commissioners 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 Rockdale County Board of Commissioners 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 (3) projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those



projects:

**Reference/Project #1:**

Name and Address:

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Date of Construction/Project:

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Type of Construction/Project:

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Contract Price:

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Owner contact info:

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Architect/Engineer contact info:  
(if applicable)

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**Reference/Project #2:**

Name and Address:

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Date of Construction/Project:

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Type of Construction/Project:

---

Contract Price:

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Owner contact info:

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Architect/Engineer contact info:  
(if applicable)

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**Reference/Project #3:**

Name and Address:

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Date of Construction/Project:

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Type of Construction/Project: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**VI. COMMENTS**

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

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

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

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

Notary Public

My Commission Expires:

## SAMPLE CONTRACT (PAGE 1 OF 2)

### SAMPLE CONTRACT: ON STANDBY BASIS TRAFFIC SIGNAL MAINTENANCE SERVICES

**THIS AGREEMENT** made by and between ROCKDALE COUNTY, GEORGIA, hereinafter called "**County**", and \_\_\_\_\_, a contractor doing business as a corporation of the City of \_\_\_\_\_, and State of Georgia, authorized to do business in Georgia, hereinafter called "**Contractor**".

**WITNESSETH:** that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to perform the work and services in accordance with the conditions and prices stated in the proposal dated \_\_\_\_\_ in response to ITB 22-XX when so requested by the **County**:

Furnish all labor, materials, and equipment, supervision, utility coordination, traffic control and all other requirements necessary to diagnose causes of malfunctions and perform necessary repairs to the Rockdale County traffic signals, school signal and flashing beacons when requested by the County, in consultation with the Rockdale County Director of Transportation or his designee in accordance with the Rockdale County and generally accepted industry practices and to utilize adequately trained and skilled technicians for the purpose of routine malfunction diagnosis, wiring, lamp maintenance, signal replacement and other related traffic signal or flashing beacons repairs; herein after referred to as the "**Work**", for and all extra work in connection therewith, under the terms as stated in the bid documents, and further detailed in the Minimum Specifications and Conditions for Traffic Signal Maintenance Services, and to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, and other accessories and services to complete the said "**Work**" in accordance with the conditions and prices stated in the proposal dated \_\_\_\_\_ in response to ITB 22-XX, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the Contract.

The **Contractor** shall be ready to respond to requests for traffic signal, school signals, flashing beacon repairs or installation, in consultation with the Director of the Rockdale County Department of Transportation on a standby basis, 24 hours a day, seven days a week, 365 days a year.

The **Contractor** shall promptly commence the Work with adequate force and equipment within 3 hours from receipt of a request from the County, or as may be specified by Special Provision or direction by the County, and to complete the Work in a timely manner, or as may be specified by Special Provision.

The **Contractor's** role shall be one of an independent contractor and shall only perform services on behalf of the County when so requested by the County.

The **County** agrees to pay the **Contractor** in current funds for the performance of the Contract for work satisfactorily performed in accordance with the contract documents, and to make payments on account thereof as provided in the contract documents.

The contract period is (12) months from time of award, with up to 4 one-year extensions.

Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents, or invitees and related in any way to Product/Equipment/Services supplied by Contractor under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

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

For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

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

**IN WITNESS WHERE OF**, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**ROCKDALE COUNTY, GEORGIA**

ATTEST: \_\_\_\_\_  
Jennifer Rutledge  
Executive Director/County Clerk

By: \_\_\_\_\_ (Seal)  
Osborn Nesbitt, Sr.  
Chairman, Board of Commissioners

APPROVED AS TO FORM:

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

**CONTRACTOR**

ATTEST: \_\_\_\_\_  
Secretary or Assistant

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Print)  
President or Vice President

## SUBCONTRACTORS

Instructions: Type or clearly print all information.

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

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

## BIDDER'S CHECKLIST

\_\_\_\_\_ **THREE (3) HARDCOPIES (one (1) original, two (2) photocopies) and ONE (1) FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

- \_\_\_\_\_ **Bid Form (See Pages 22 – 24)**
- \_\_\_\_\_ **All Applicable Affidavit Forms (See Pages 25 – 30)**
- \_\_\_\_\_ **Contractor's Qualifications Statement & Questionnaire (See Pages 31 – 35)**
- \_\_\_\_\_ **Subcontractors (See Page 38)**
- \_\_\_\_\_ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- \_\_\_\_\_ **Proof of Business License**
- \_\_\_\_\_ **Proof of Georgia General Contractor (if applicable)**
- \_\_\_\_\_ **Proof of GDOT Prequalification**

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